

**CHEROKEE COUNTY  
BOARD OF COMMISSIONERS**

**Work Session**

**November 6, 2012**

**3:00 p.m.**

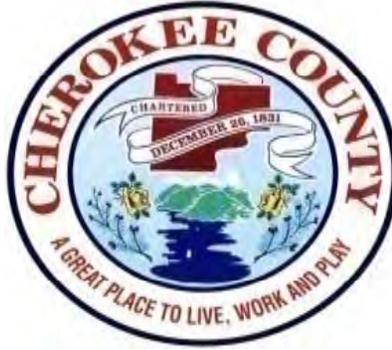
**Cherokee Hall**

**AGENDA**

1. Summary of the FY2013 Proposed Budget by Janelle Funk.
2. Discussion of Regular Agenda Items.

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Executive Session to Follow



# Cherokee County Board of Commissioners

## FY2013 BUDGET SUMMARY PRESENTATION

PRESENTED NOVEMBER 6, 2012  
BY JANELLE FUNK



## County Wide Summary

<b>BUDGET</b>	<b>2012</b>	<b>2013</b>
Fiscal Year	\$133.7	\$189.5
12 Month Comparable	\$189.9	\$189.5
2013 v 2012 Increase		-0.2%

- On a comparative basis, the 2013 Budget has decreased \$0.4M, or -0.2%
- If the Commerce Blvd Reimbursement is considered, the FY2013 Budget decreased \$7.0M, or -3.7%



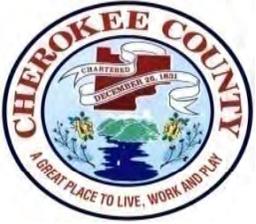
# County Wide Summary - Operations

	2012 Annualized Budget	2013 Budget	Change	%
General Fund	56,320,517	56,436,428	115,911	0.2%
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>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>

## Major Variances:

- General Fund increased mainly due to Jail utilities
- EMS increased as accounting entry only – cash expenses have not changed
- Parks & Rec increased due to the Aquatic Center, but is fully covered by additional revenues
- In Total, Net Decrease for Operating Costs

- For information on the year-over-year changes please see the FY2013 Budget Overview on the website under the Executive Summary pages 27-38.
- The Overview also includes a Fund Glossary beginning on Page 51 to understand the purpose of each fund and restrictions on revenues.



# 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	9,601,797	(19,636,779)	-67.2%
SPLOST 2012 (2012-2018)	9,999,783	31,831,909	21,832,126	218.3%
Parks Bond	20,144,000	18,669,294	(1,474,706)	-7.3%
Total Capital Projects	59,515,692	60,860,829	1,345,137	2.3%
Debt Service	12,921,636	12,945,417	23,781	0.2%
<b>TOTAL CAPITAL RELATED</b>	<b>72,437,328</b>	<b>73,806,246</b>	<b>1,368,918</b>	<b>1.9%</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>67,206,246</b>	<b>(5,231,082)</b>	<b>-7.2%</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 \$5.2M, or -7.2%

Please see FY2013 Budget Overview pages 39-43 for more detail on the projects planned in each capital fund for FY2013. Also, please see the Big Budget Book for specific sections marked for each fund to see department budgets and capital project plans for entire project term.



# County Wide Summary – “Net”

	2012 Annualized Budget	2013 Budget	Change	%
<b>TOTAL OPERATING</b>	117,469,166	115,722,404	(1,746,762)	-1.5%
<b>TOTAL CAPITAL RELATED</b>	72,437,328	73,806,246	1,368,918	1.9%
<b>ALL FUNDS</b>	189,906,494	189,528,650	(377,844)	-0.2%
<b>GDOT &amp; Northside Reimb</b>	0	(6,600,000)	(6,600,000)	0.0%
<b>ALL FUNDS NET</b>	189,906,494	182,928,650	(6,977,844)	-3.7%



# General Fund Summary

	2012 Annualized Budget	2013 Budget	Change	%
General Operations	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>

- The primary reason General Fund Operations decreased is because the RRDA transfer was reduced from \$1.2M to \$0.6M as we plan for a new operator to take over the facility.
- Admin/Allocated Costs include: Workers Compensation, Property Insurance, and Utilities.
  - \$774k utility/insurance costs covered by the Jail Fund in 2011 and 2012 were transferred back
  - 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. However, the Jail Fund is ideally to be used for major maintenance requirements.

Please see full review of the General Fund in the FY2013 Budget Overview pages 28 & 29.

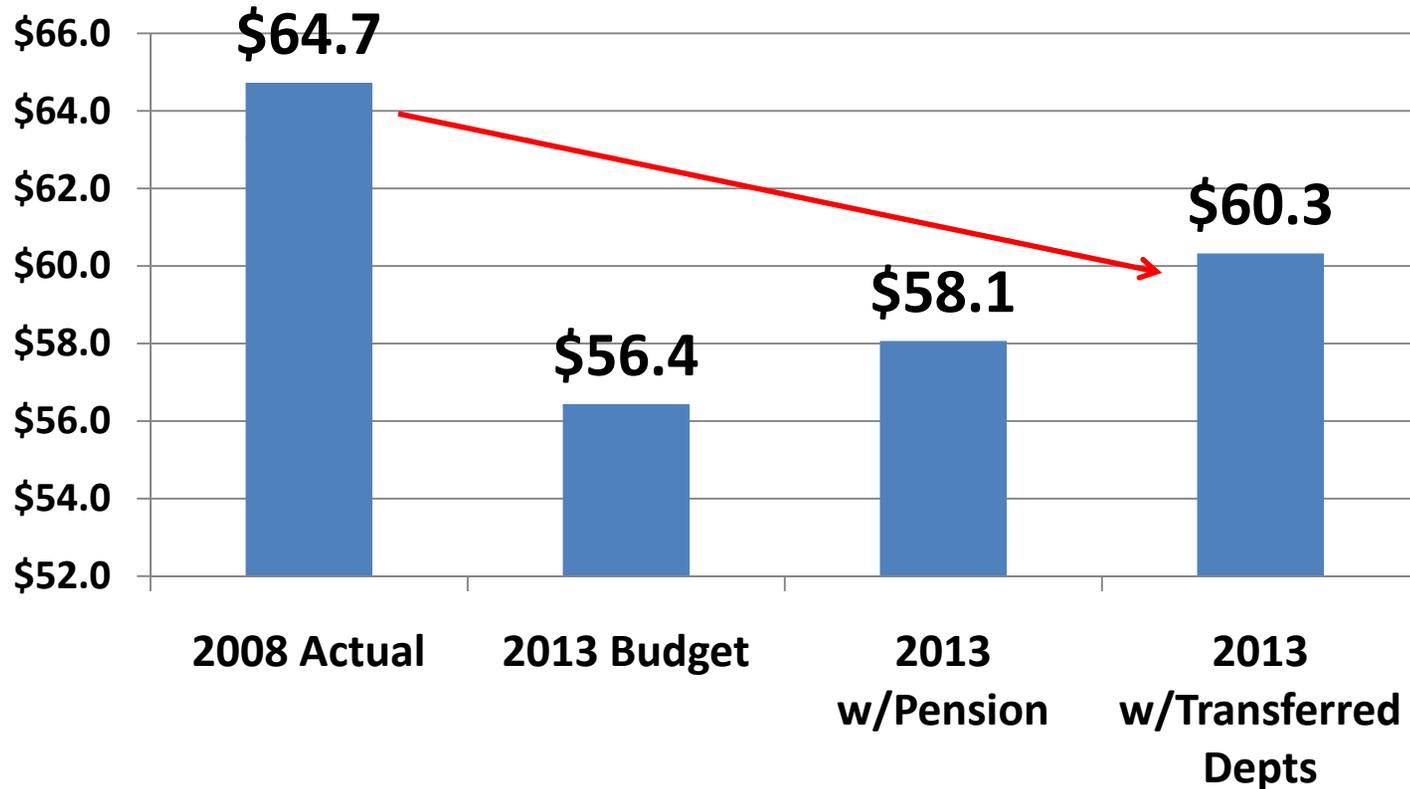
Also, please see the Big Budget Book pages GF1 – GF 192 for individual department budgets.



# What Has Been Done To Reduce Costs During the Recession?



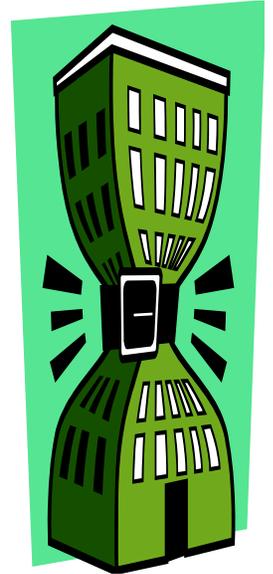
## General Fund Expenditures



The County has decreased General Fund spending by \$4.4M



# How Was the \$4.4M Reduction Achieved?



<u>Organization/Cost Category</u>	<u>Amount of Change</u>	<u>Change in FT Positions</u>	<u>Change in PT Positions</u>
SHERIFF OFFICE	(\$1,275,130)	(6)	3
JUDICIAL SERVICES	(\$650,350)	(4)	10
GENERAL SERVICES (NON-PUBLIC SAFETY/JUDICIAL SERVICES)	(\$1,922,634)	(10)	(3)
TRANSFERS TO SUPPORT OTHER FUNDS	(\$274,267)	N/A	N/A
ECONOMIC DEVELOPMENT FUND	(\$268,482)	N/A	N/A
GF - UTILITIES, CUSTODIAL, WC	(\$8,408)	N/A	N/A
<b>TOTAL GENERAL FUND</b>	<b>(\$4,399,272)</b>	<b>(19)</b>	<b>10</b>

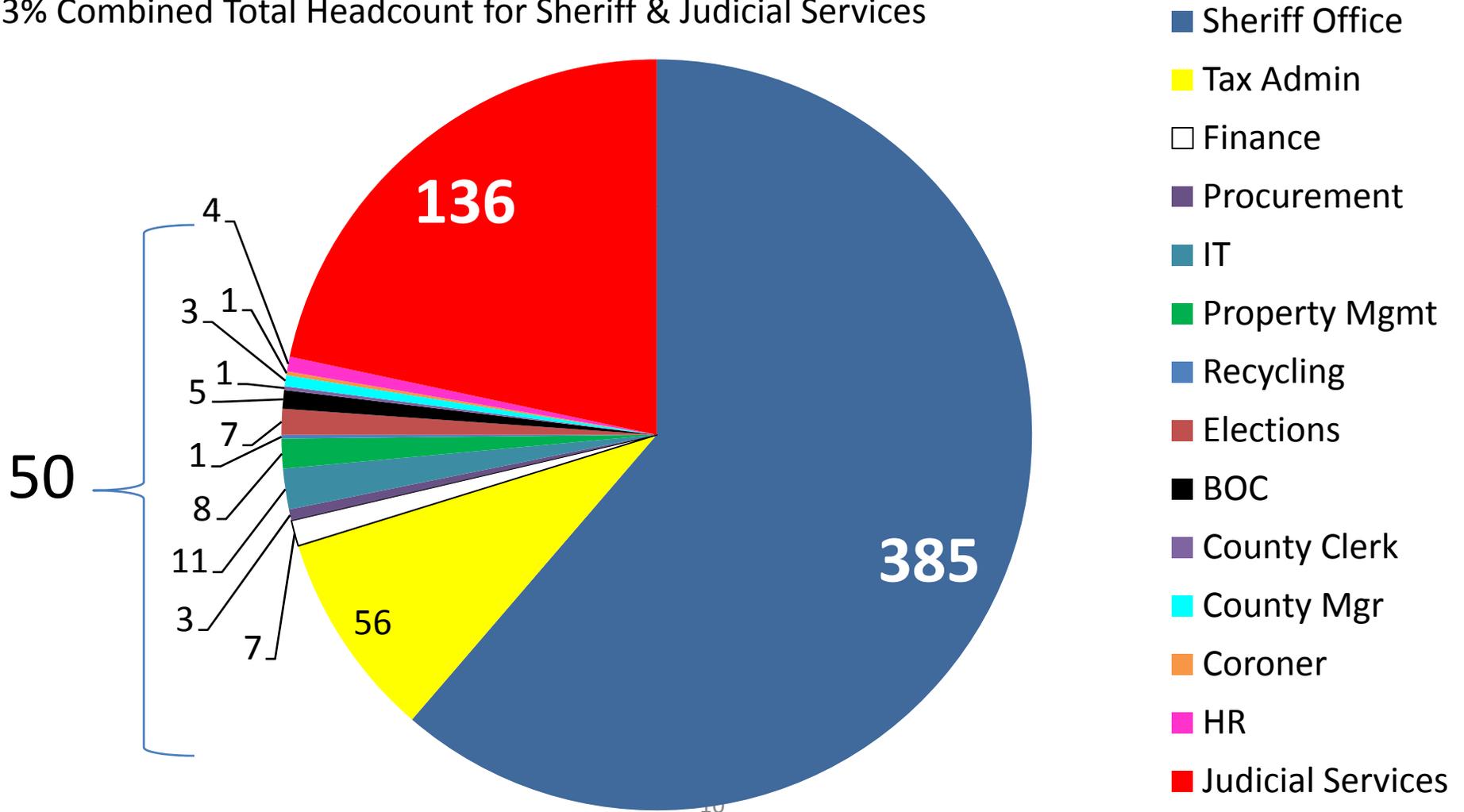


# General Fund – Personnel By Department

**Headcount Budget = 628**

62% of Headcount Budget For Sheriff Office

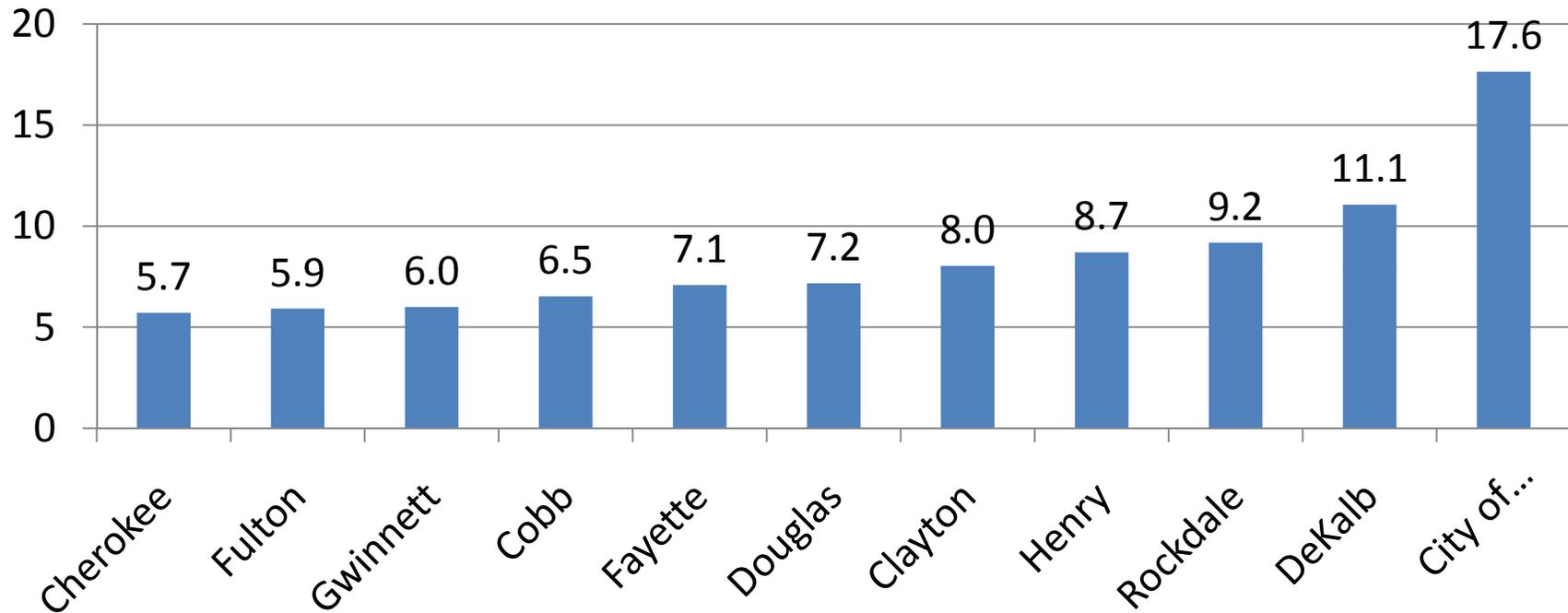
83% Combined Total Headcount for Sheriff & Judicial Services





# How Does Cherokee County Headcount Compare to Surrounding Counties?

Headcount Per Capita in the ARC



Source: Upcoming Publication from Atlanta Regional Commission, "Local Government Operations: Expenditures & Revenues"  
(This independent research publication directionally aligns with the Cherokee County Tax Spend Research conducted in 2010)

Note: Cherokee reported Budgeted Full Time Equivalents (to include fractions for PT and Temp positions and vacant but budgeted positions), some other counties report only Full Time positions. If Cherokee County reported only FT<sup>1</sup>-filled positions – our metric would be 5.28.



# Summary

- We are proposing a balanced budget for FY2013
- We believe budgets for all revenues are realistic
- We believe the expense cuts we have made since 2008 provide a very lean budget to carryout operations needed to support the County
- Comparisons to other counties indicate our headcount is the lowest in the Atlanta region
- General Fund is balanced without using reserves; however, the following one-time/temporary items were used to provide funding:
  - 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
- Capital spending is based on the project plans – utilizing funds collected for specific projects
  - SPLOST and Parks Bond projects were approved by voters during referendums

# AGENDA

## Cherokee County Board of Commissioners

November 6, 2012

Regular Meeting

CHEROKEE HALL 6:00 PM

### INVOCATION

### 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"*

### CALL TO ORDER

CHAIRMAN AHRENS

### RATIFY CLOSURE OF EXECUTIVE SESSION

### PRESENTATIONS

### AMENDMENTS TO AGENDA

1. Under County Manager Portion: Add Consider approval of separation agreement.
2. Add Approval of BOC/RRDA Joint Called Meeting Minutes for November 1, 2012.
3. Add Approval of BOC/RRDA Joint Called Meeting Executive Session minutes for November 1, 2012

### ANNOUNCEMENTS

#### **1. Road Closing**

Harmony Drive will be closed to through traffic at its southerly intersection with SR 20, from November 6, 2012, for a period of 30 days, for intersection reconstruction associated with the SR 20 improvement project. A posted detour utilizing Jay Green Road will be provided. Questions regarding the detour should be directed to the Georgia Department of Transportation at (770) 387-3680.

**APPROVAL OF EXECUTIVE SESSION MINUTES FROM OCTOBER 16, 2012**

As distributed by the County Manager.

**APPROVAL OF WORK SESSION MINUTES FROM OCTOBER 16, 2012**

**APPROVAL OF REGULAR MEETING MINUTES FROM OCTOBER 16, 2012.**

**AMENDED: APPROVAL OF BOC/RRDA JOINT CALLED MEETING MINUTES FROM NOVEMBER 1, 2012.**

**AMENDED: APPROVAL OF BOC/RRDA JOINT CALLED MEETING EXECUTIVE SESSION MINUTES FROM NOVEMBER 1, 2012.**

**PUBLIC HEARINGS**

1. The Cherokee County Board of Commissioners will hold a public hearing on November 6, 2012 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administrative Building located at 1130 Bluffs Parkway, Canton, GA 30114 regarding a revision to Article 7, Section 7.7-15c of the Cherokee County Zoning Ordinance. The revision would remove the five (5) acre minimum area for private and parochial schools located in commercial districts. The public is invited to attend. The Board of Commissioners will consider adoption of the revised ordinance after the hearing.
2. The Cherokee County Board of Commissioners will hold a public hearing on November 6, 2012 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administrative Building located at 1130 Bluffs Parkway, Canton, GA 30114 to consider amending the conditions of the zoning case # 90-09-018 Thomas Presley Blue Green Corp. (Also known as Etowah River Tract) to adopt the Etowah Land Development Standards as an addendum.

**PUBLIC COMMENT**

**ZONING CASES**

None Scheduled.

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**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Discussion on Open Records Requests log posted on County's Transparency Page.
- B. Consideration of candidates for the following Boards/Committees:
  - 1. Cherokee County Development Authority, one opening;
  - 2. Development Authority of Cherokee County, one opening;
  - 3. Resource Recovery Development Authority, minimum of three openings;
  - 4. Board of Ethics, one opening.
- C. Consideration of topics for the BOC Retreat on Thursday, January 17 and Friday, January 18, 2013.
- D. Consideration of topics for meeting with the State Delegation on Thursday, December 6, 2012.

**COMMISSION POST 1**

**HARRY B. JOHNSTON**

**COMMISSION POST 2**

**JIM HUBBARD**

**VICE CHAIR/COMMISSION POST 3**

**KAREN BOSCH**

**COMMISSION POST 4**

**JASON NELMS**

## **AMENDED 1**

- A. Discussion of vacancy on Cemetery Preservation Committee for the unexpired term of resigning member Dave Audia.

### **CONSENT AGENDA**

- 1.1 Consider approval to accept the donation of five (5) 12 lead cardiac monitors from Northside Hospital Cherokee for Fire and Emergency Services.
  - 1.2 Consider approval to surplus and dispose of office furniture in poor condition and outdated electronic equipment from Cherokee Recreation and Parks Agency. Electronic equipment to be recycled at the next electronics recycling day.
  - 1.3 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont Subdivision Unit 14A.
  - 1.4 Consider approval to surplus and dispose of outdated electronic equipment from Juvenile Court.
  - 1.5 Consider approval of Partnership Agreement between Cherokee County and the Cherokee County Board of Education regarding Cherokee County Animal Shelter programs and volunteer opportunities.
  - 1.6 Consider acceptance of grant award of \$134,591.00 for the Blue Ridge Judicial Circuit Drug Accountability Court for the award period of 10/01/2012 to 06/30/2013. No match required and positions created with grant funds will be eliminated if funding becomes unavailable.
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### **COUNTY MANAGER**

- 2.1 Consider adoption of the proposed FY2013 Budget.

## AMENDED 1

- 2.2 Consider approval of Amendment one to the Professional Services Agreement with SiteMed, Inc., to perform fire fighter physicals. SiteMed has agreed to maintain cost of physicals at \$245.00 for the first twenty-one (21) physicals and \$255.00 for remaining physicals.
- 2.3 Consider agreement for the exchange of real property between the county and Karen C. Cash, to include a 16.179 acre parcel conveyed to the county in exchange for a 14 acre parcel to be conveyed to Ms. Cash.
- 2.4 Consider approval of the 2013 Annual Action Plan (grant application) in the amount of \$813,777.00 for submittal to the U.S. Department of Urban Development (HUD) as a prerequisite to receiving Community Development Block Grant (CDBG) funds.
- 2.5 Consider approval of GEMA Performance Partnership Agreement (PPA) Grant in the amount of \$64,304.00 for the agreement period of July 1, 2012 to June 30, 2013. The 50% match required is being met with existing approved EMA budget, no additional funds are being requested.
- 2.6 Consideration of Towne Lake ROA proposal to erect a new subdivision sign at the intersection of Towne Lake Parkway and Bells Ferry Road; Consideration of sign and landscape easements along the frontage of Hobgood Park. The County Engineer and CRPA Advisory Board worked with Towne Lake ROA to draft the sign and landscape agreements with legal descriptions.
- 2.7 Consider adoption of the 2012 Cherokee County Capital Improvement Element (CIE) and Short Term Work Program (STWP) Annual Update as approved by the Georgia Department of Community Affairs and the Atlanta Regional Commission.
- 2.8 Consider approval of a change order to the Construction Services Agreement with New South Construction Company, Inc. in an amount not to exceed \$30,000.00 for construction of a retaining wall and an increase in lawn area for the Aquatic Center. Also requesting approval of additional compensation for Cooper Carry and Ross Construction Engineers in the total amount of \$1,500.00 to review the proposed changes.
- 2.9 Consider approval of Indigent Burial Assistance Program Policy.

**AMENDED 1**

2.10 Consider approval to award Motorola, Inc. a Professional Services Agreement in the amount of \$395,130.00 for the installment of a new IP Based Geo-Diverse Telephone System for the Primary E-911 System.

2.11 **AMENDED:** Consider approval of separation agreement.

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**COUNTY ATTORNEY**

3.1 Consider adoption of the tax levy resolution by the Cherokee County School District.

**ADJOURN**



## **Cherokee County Government**

Capital Program Management  
130 East Main Street, Suite 106  
Canton, GA 30114  
678-493-6077  
Fax 678-493-6088

October 23, 2012

### **HARMONY DRIVE CLOSING**

The Georgia Department of Transportation announces that Harmony Drive will be closed to through traffic at its southerly intersection with SR 20, from November 6, 2012, for a period of 30 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 Jay Green Road.

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.

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**CHEROKEE COUNTY**  
**BOARD OF COMMISSIONERS**  
**Work Session**  
**October 16, 2012**  
**3:00 p.m.**  
**Cherokee Hall**  
**MINUTES**

The Chairman began at 3:06 p.m. with Commissioner Hubbard and Commissioner Johnston also present. Commissioner Bosch and Commissioner Nelms were absent and County Attorney Angie Davis was late, arriving at 3:15 p.m. The Chairman stated that for the motivational portion, he would like to speak about groundbreaking ceremony for the new Fire Training Center earlier today.

The Chairman asked Mr. Cooper to begin with the County Manager portion while waiting for Ms. Davis to arrive to speak about the Dangerous Dog Ordinance.

Mr. Cooper briefly went over the items on the **County Manager's** portion:

- Consider approval to accept an amendment to the construction contract with Catamount for the Law Enforcement Training Center for an increase of \$85,989.

Mr. Cooper explained that even with the increase to the contract amount, it is still significantly lower than the other two bidders. Commissioner Johnston asked what the changes were and Mr. Cooper responded that there is no change in the scope of work, but that the increase was due to a time lapse between the original bid offer and execution of the contract.

- Consider to extend the 2011-2012 Professional Services Agreement with CHN for continuing our wellness program. There are no charges associated with the

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extension. The Benefits Committee recommends extending contract through December and renewing a 1-year contract for calendar year 2013.

- Consider approval of clinical contract agreement with Northside Hospital to allow the new paramedic class to perform skills required for graduation and licensure in Georgia.

Mr. Cooper explained that there is no cost to the County associated with the agreement.

- Consider renewal of Professional Services Agreement with DECA, our software support and maintenance agreement for the recording equipment at the 9-1-1 Center in the amount of \$7,354.
- Consider approval to award Professional Services Agreement to sole bidder, Georgia Fire and Rescue Supply for firefighting helmets at \$178.25 per helmet, not to exceed a total of \$53,475.

Commissioner Johnston asked Chief Prather if the cost of the helmet was reasonable being as they were the sole bidder. Chief Prather replied that it was reasonable and that his staff had done a lot of research into the project as far as cost and type of helmet.

- Consider approval to surplus mobile home, garage, and screened porch located at 2261 Sixes Road (former Babb property) in order to expand parking and amenities for Blankets Creek Bike Trails.

The Chairman asked about the condition of the home. Mr. Cooper stated that it is a mobile home and if we sold it, it would be costly to move and that he recommended tearing it down and disposing of it.

- Consider approval of Policies and Procedures Volunteer Handbook for Recreation and Parks volunteers as approved by the Recreation and Parks Advisory Board in September of this year.

The Chairman asked if anything prompted the need for the handbook. Mr. Cooper explained that there were some inconsistencies internally and that he wanted a more comprehensive handbook to provide to volunteers, especially regarding child abuse reporting. He said that volunteers would be provided the handbook and necessary training. Commissioner Hubbard shared his experience in needing to go through an online training program for those who volunteer for Boy Scouts. Bryan Reynolds stated the Governor's office sponsors a company that offers a free online course for people who are mandated child abuse reporters. A change in state law

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prompted a closer look at their policy. According to state law, anyone who is a volunteer for any recreational program is automatically considered a child abuse reporter. The policy is intended to train those people and to explain the expectations of them.

Commissioner Johnston then asked what, if any, controversies might they hear about once this handbook is given out. Mr. Reynolds responded that one issue that came up was volunteers using county-owned equipment. The Saddle Club in particular had previously used county equipment, however, under the direction of the County Attorney, the handbook disallows this because the County is not protected nor are the volunteers protected while using our equipment per our insurance policy. So the new policy is that they cannot use county equipment but they can use their own. SORBA has a similar agreement to use their own equipment on the bike trails. Commissioner Johnston posed the question of what would be the problem of working something out that prevents the county from being held liable. County Attorney, Angie Davis, responded that she thought the last communication was Saddle Club would be allowed to use the equipment upon signing a waiver stating the County would be released of responsibility. Mr. Reynolds added that a volunteer is not protected if using a motor vehicle including tractors, backhoes, etc. Ms. Davis confirmed Mr. Reynolds statement. She further explained that typically, we would have sovereign immunity for any negligence or liability. However, to the extent of insurance related to automobiles, the state laws express we waive those immunities which covers tractors, graders, and all kinds of operational equipment on wheels. She added that to the extent the individual signs a waiver releasing the County of liability, that individual would be responsible. She stated that she thinks the best solution would be to not allow them to use the equipment. Mr. Cooper stated that even if a volunteer signed a waiver to use our equipment, if they have an accident and injure someone else, our policy would not protect us and does not include the possible damage to the equipment. Ms. Davis proceeded to say that if they hurt themselves, we get a waiver and release, but if they hurt someone else, they indemnify us and that she is not comfortable with it. She said it could compromise our coverage vis-à-vis third party claims, and furthermore, our policy would not cover a volunteer using our equipment on our property if they hurt somebody or damaged our equipment. Mr. Cooper mentioned that volunteer groups may have their own insurance policies and we could make each an individual issue on a case by case basis. Ms. Davis stated that would be more meaningful, but she would not be comfortable with it at this point. Mr. Cooper mentioned hopefully we can work something out between both parties. He said that he was meeting with our insurance representative to discuss the issue. Commissioner Johnston stated he would not like to throw up any kind of barriers to progress if there doesn't have to be and that if there is a way to work around the insurance issue, that would be good.

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The Chairman asked if more time was needed before approving the handbook. Commissioner Johnston said he heard all he needed to hear. Mr. Reynolds briefly mentioned other topics in the handbook such as training, enforcement of policies, background checks, expectations of conduct, and how they conduct themselves on our behalf as a volunteer. The handbook includes a written agreement with the County.

- Consider approval of Amendment One to contract dated June 1, 2004 with Schindler Elevator Corporation for 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.
- Consider approval of forensic audit RFP.

Mr. Cooper explained that there are five potential firms, two who were recommended by the DA's office because those firms have worked with the GBI. The RFP contains guidelines that are clear and comprehensive for what we are looking for. Commissioner Johnston stated that he saw no reason why all five firms should not get the RFPs and others that may come up, if any. He also stated that this was a good start and they will come back with ranges of options to consider and that we need the best mix of what each firm will do for what price.

- **Amendment of the Dangerous Dog Ordinance**

The Chairman then asked Angie Davis to discuss revision of revision of ordinance for dangerous and vicious dogs. Ms. Davis said that the red-lined version of the Ordinance was included in the Agenda packet, and she went over the changes, asking Chief Marshal Collett to add any comments as necessary. Chief Collett said that changes in the State ordinance went into effect on July 1, 2012 and the County has been working on these changes in our ordinance in order to meet state conformance. He added that the amendment strengthens the enforcement options available for dangerous dogs. He stated there are two critical definition changes to the ordinance as well; from "dangerous" to "vicious" and from "potentially dangerous" to "dangerous." We can now classify any dog that kills another pet animal as a dangerous dog whereas before it applied only to bites to humans. Ms. Davis said that at the regular meeting tonight we will be calling for a Public Hearing to be held at the November 20th BOC meeting to receive public comment. She added that the amendment will ensure we are consistent with State law and will allow us to use more stringent measures when necessary and that it was appropriate to go ahead and put out for public consumption.

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Commissioner Johnston commented that the remedy is the requirement of the dog owner to obtain a very expensive insurance policy or the dog would have to be taken out of the County. He asked for the sake of clarification if a "dangerous" dog is one that has demonstrated that it will attack and has already done so. Chief Collett replied that the animal control officer can make the decision subject to appeal by the Animal Control Advisory Board. The officer will make a decision based on facts of the case, then it goes before the review board and can it can be upheld or overturned. He said that basically the definition change gives us more muscle to deal with the issue when dogs attack and kill other dogs. Commissioner Johnston confirmed that with the changes, we don't have to wait for them to actually attack, that we can take action if deemed necessary by the Animal Control Officer.

Commissioner Johnston asked for clarification of the terms "vicious" and "dangerous". Chief Collett confirmed that the term "vicious" was the worst case and "dangerous" means the dog is prone to potentially attack. Commissioner Hubbard restated that it could mean the dog is aggressive but has not yet attacked.

The Chairman then asked Ms. Funk to begin the presentation for the Public Hearing. He asked that the comments at the Public Hearing later at the regular meeting be confined to the three minute time limit due to amount of items to be covered in the regular meeting including the budget.

### **1. Presentation of FY2013 Budget by Janelle Funk.**

Ms. Funk began by introducing various tools viewable on the County website, the Budget Overview and the Budget Book. She said that she will ask the Board to consider adopting the budget at the November 6<sup>th</sup> meeting. She reminded everyone that since the County changed the fiscal year, FY2012 is a short year and FY2013 will be the first complete 12-month fiscal year.

Ms. Funk continued stating that we are increasing the expenditure budget by \$3.1M or 1.6%. Our operating decreased, but capital projects increased. She said that remaining SPLOST V reserves will be spent on continuation of existing projects and that new projects would be from the renewed SPLOST 2012. Under "Operating," there is no new spending. It is just a change in funding sources which is why an increase is shown. EMS will have an increase in billing which means we have an increase in allowances. Parks and Recreation has a big increase largely from the Aquatic Center, which will be

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100% covered by user fees and contributions. The total proposed budget is \$115.7M, a decrease from 2012 of \$1.8M.

Capital all relates to Impact Fees, SPLOST, and the Parks Bond. SPLOST V projects include Library Facilities; Fire Department with a large amount for the Training Center; Parks and Recreation; Law Enforcement with a large portion for their training center; and Emergency Communication Systems. Spending will be completed in 2013.

The Chairman asked if the libraries had to be theoretically built in the next year and what is our commitment time-wise without losing funding from the state portion. Mr. Cooper mentioned that he had spoken with the library system and that an opening day would be sometime in 2014 and that they would first use the State funds and then the County funds toward the back-end of the project. The Chairman suggested that maybe a policy could be written to ensure that.

Ms. Funk continued stating that in FY2013, with the renewed SPLOST, projects would include Ambulances; Animal Control; Roads and Bridges; Law Enforcement; Emergency Communications; and the rest would cover the cities' portions and debt services.

The Parks Bond expected spending is \$18.7M and would cover Project Management and Administrative Costs; Blankets Creek Bike Trails; Waleska; Equipment; as well as City Parks and Recreation projects. The complete list can be found in the Budget Book on PB7.

Ms. Funk stated they made certain assumptions when budgeting for Revenues and Expenses. She followed the current millage rates to budget property tax revenue. She said that we assume we will collect 100% of the 2012 tax levy knowing some will be related to taxes levied from prior years. SPLOST is on track to collect \$31M this year. We budgeted for less in FY2013, but if we do collect more, it can go into the reserve account to be spent later in the project plan.

The Chairman asked if there was another decision on the Parks Bond piece for next year. Ms. Funk responded that it is tentatively planned for October 2013 (which falls in FY2014).

Ms. Funk referred to the presentation slide to further explain assumptions. This explains why the 2013 is budgeted differently from the 2012 Budget. Our 2013 Budget is less than 2012 Budget. Commissioner Johnston brought up the issue of the ad valorem tax and that it is going away in the spring, and how the State will make us come out whole according to the analysis. He added that it seems the risk is minimal and may be an upside risk. Ms. Funk stated she believed there is a minimal upside risk because the new tax, TAVT, is going to be on a broader base. So, right now there are no taxes on casual sales but there will be when this new program is implemented. The Chairman

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

interjected that we have not attempted to show any change in that number, but basically there might be some off-set from the fees versus any loss on the ad valorem. Ms. Funk stated that a lot of the information she used for the analysis is based on good assumptions – but still assumptions. It might be a risk for next year, but not significant, assuming the educated assumptions would pan out.

Ms. Funk proceeded to state that one procedure used in validating each revenue budget is to compare amounts to prior budgets. She showed a comparison between the 2013 revenue budget and the 2007 actual budget. There were declines in all categories. Commissioner Hubbard offered a brief mention of the population growth in the County since 2007. Ms. Funk said that new programs beginning in 2013, the Aquatic Center which will be 100% funded by revenue and the Drug Court which will be funded by grants and fines; both of which have legal restrictions about how the funds are used. She stated that originally, they budgeted the Aquatic Center to lose about \$50,000 in the first year, but with the sponsorship program, it should cover that. She said we will also receive funding from one-time sources such as the pension credit and a \$2.1M reimbursement from SPLOST to the General Fund for previously purchased assets between 2006 and 2011, which would have qualified for SPLOST funding. Commissioner Johnston interjected that had we chosen not to do that, we would have had to raise property taxes.

Ms. Funk moved on to talk about “Headcount.” 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. 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.

Ms. Funk went over changes in funds in each department, Workers’ Comp., fuel, natural gas, and water. She also stated the pension funding credit would help bridge the gap for the General Fund. She went on to cover employee insurance and benefits.

The Chairman commented that Commissioner Nelms is not present due to trying to close and important contract on the Gulf and Commissioner Bosch was unable to make it to the Work Session but would be at the regular meeting.

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

The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 4:52 p.m. Commissioner Johnston seconded and the motion carried unanimously.

Executive Session Followed

# MINUTES

## Cherokee County Board of Commissioners

October 16, 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 6:07 p.m. Those present include Commissioner Harry B. Johnston; Commissioner Jim Hubbard; Vice Chair/Commissioner Karen Bosch; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. (Commissioner Nelms was out of town on an important business matter and unable to attend.) 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 5:55 p.m.

Commissioner Hubbard made the motion; Commissioner Johnston seconded and there was unanimous approval.

### PLEDGE OF ALLEGIANCE

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

Chairman Ahrens led the Pledge of Allegiance.

### PRESENTATIONS

None scheduled.

### PROCLAMATION

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

Chairman Ahrens read the proclamation. Members of the Young Marine Corp were present to accept the proclamation. A brief biography was read on Enrique "KiKi" Carmarena, a drug enforcement agent who lost his life in the line of duty.

## **AMENDMENTS TO AGENDA**

1. Under the Chairman's Portion: Upcoming vacancy on the Development Authority Board.
2. Under Consent Agenda: Remove item 1.1, Budget Transfer

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

## **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.

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

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

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

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

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

### **PUBLIC HEARING**

#### **Proposed 2013 Budget**

On Wednesday, October 10<sup>th</sup>, the Cherokee County Proposed 2013 Annual Budget was available for review on the Cherokee County web site at [www.cherokeega.com](http://www.cherokeega.com). A hard copy of the budget was also made available for review at the County Clerk's Office from 8 am to 5 pm, Monday-Friday, 1130 Bluffs Parkway, Canton. The Public Hearing was advertised to be held on **Tuesday, October 16, 2012 at 6:00 pm in Cherokee Hall, 1130 Bluffs Parkway, Canton, 30114**, for public may comment on the budget.

Commissioner Hubbard made a motion to open the public hearing at 6:16 p.m. Commissioner Johnston seconded and there was unanimous approval.

Chairman Ahrens asked for some clarification from citizens who signed up on both the Public Comment and Public Hearing sheets to speak about the 2013 Proposed Budget. He asked that those who wished to speak about the budget to speak at the Public Hearing.

Janelle Funk began the slide presentation on the proposed 2013 Budget, adding that the full copy of the budget was located in the Clerk's office for review and also on the County's website. She said the proposed budget would be on the November 6, 2012 agenda for consideration to adopt.

During her summary, Ms. Funk remarked that due to the economy and the elimination of positions, the County is operating today with the same number of employees it had in 2008. Chairman Ahrens added that as discussed in Work Session, this is with an approximate 15% increase in population to serve. Ms. Funk added that for 2014 we may really be looking at what programs to eliminate.

Three people had signed up to speak:

1. David Hodges of Canton signed up to comment on the proposed budget and offered some suggestions. Chairman Ahrens asked Mr. Hodges if he could speak to him after the meeting to discuss some of his suggestions and concerns.

2. John Hiland of Woodstock signed up to comment about the proposed budget. He said in looking at the big picture, it appears this budget is bigger than last year's budget.
3. Carolyn Cosby of Ball Ground signed up to comment about the proposed budget and some concerns she had including the lack of reserves.

Commissioner Hubbard made a motion to close the public hearing at 7:18 p.m.; Commissioner Johnston seconded and there was unanimous approval.

Commissioner Hubbard then commented that with the budget being considered on the next agenda, citizens should email the Commissioners with any suggestions that could impact their decision on the budget prior to the meeting to allow time for consideration.

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**

Four people had signed to speak:

1. Bill McNiff of Nelson signed up to speak about Bobo and the forensic audit. He said he felt the DA should conduct the audit.
2. Carolyn Cosby of Ball Ground signed up to speak about the forensic audit. She stated said she did not agree with the forensic audit as the first step but that the evidence of crimes committed should be prosecuted. She stated that she would be sending a letter to the DA tomorrow asking that he begin an investigation on theft by taking regarding the Bobo land purchase.
3. David Hodges of Canton signed up to speak about HOST. He opposes HOST and does not feel it is a fair tax.
4. Jack Staver of Woodstock signed up to speak about Cherokee County.

## **ZONING CASES**

None Scheduled.

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## **COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

A. Consider Board of Commissioner Meeting Schedule for 2013.

Commissioner Hubbard made a motion to adopt the meeting schedule as presented; Commissioner Johnston seconded and the motion carried unanimously.

The Chairman added that an appointment was needed on Development Authority Board due to a resignation and that there was still a vacancy of the Board of Ethics.

Chairman Ahrens asked persons interested in being appointed to the Development Authority Board to contact him as they would like to make an appointment before the first meeting in January.

The Chairman then commented on a flyer he found on his car. It contained information he thought to be about the HOST referring to a Facebook page for "Cherokee Informed Voter." He visited the page and made reference to a posting and comments regarding sales tax, foreclosures, and unemployment, stating that the figures were erroneous.

**COMMISSION POST 1**

**HARRY B. JOHNSTON**

**COMMISSION POST 2**

**JIM HUBBARD**

**VICE CHAIR/COMMISSION POST 3**

**KAREN BOSCH**

**COMMISSION POST 4**

**JASON NELMS**

As noted at the start of the meeting, Commissioner Nelms unable to attend the meeting due to a very important business engagement.

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**CONSENT AGENDA**

1.1 Amended: REMOVED

~~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.

Mr. Cooper explained that employees had purchased outdated models of iPads and received an invoice on the items. He added that the purchase price paid by the employees was comparable or higher than research of current value indicated.

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

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## **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.

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

- 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.

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

- 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.

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

- 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.

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

- 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.

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

- 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.

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

- 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.

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

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.

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

2.9 Consider approval of forensic audit RFP.

Mr. Cooper said that the RFP was drafted with the input of the DA, a member of the Grand Jury who is a forensic auditor and the BOC. He said the RFP was being sent to five selective firms; two that were recommended by the DA's office because those firms have worked with the GBI and three firms identified through a general search as having extensive experience and identified as top audit firms in Metro Atlanta.

Chairman Ahrens asked for one motion on two elements; Approval of a forensic audit and approval to proceed with the RFP.

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

Chairman Ahrens added a comment for the record about item number 10 under the Scope of Work on the RFP. He said that it wraps up in an open-ended way with a word, conflictual. He then read number 10 from the Scope of Work:

*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.*

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## **COUNTY ATTORNEY**

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 8:04 p.m.; Commissioner Bosch seconded and the motion received unanimous approval.

# MINUTES

Special Joint Called Meeting

CHEROKEE COUNTY BOARD OF COMMISSIONERS

AND

RESOURCE RECOVERY DEVELOPMENT AUTHORITY

THURSDAY, NOVEMBER 1, 2012 at 4:00 p.m. in Cherokee Hall

The Chairman called the meeting to Order at 4:08 p.m. with all members of the Board present except Commissioner Bosch who was unable to attend.

## **1. Approval of RRDA minutes from July 10, 2012**

Commissioner Hubbard made a motion to approve; Commissioner Nelms seconded and there was 4-0 approval.

## **2. Discussion of status of forensic audit RFP submittals.**

Mr. Cooper spoke about the RFP submittals, stating that he had hand-delivered eight of the nine to the DA and emailed the last one today.

The Chairman added that he and Mr. Cooper had reviewed them but were not ready to present them to the BOC at this time. Instead, they would like to present a short list to the Board for review. He added that there was no specific timeline but it would be as soon as possible.

Commissioner Nelms asked had there been any feedback from the DA on the submittals. Mr. Cooper replied that there had not been at this time but that he would follow up with Mr. Moss and Ms. Wallace.

Commissioner Johnston asked about the timeframe to conduct interviews barring any unusual delays. Mr. Cooper replied that he hoped to have the interviews conducted by November 20, 2012 and by April to have the audit complete. He added that one of the submittals listed a timeline in months, while the others were in number of hours, so his best estimate was that it would take approximately four to six months.

Commissioner Johnston asked to what extent the Board could mandate the audit to be independent of them. He said that the added credibility was important in order to confirm what they've been saying all along, that no one is guilty of anything other than entering into a bad deal with good intentions. He said that basically, he wants to clear their names.

Mr. Cooper replied that he would inquire about that with the DA and ask that it be as independent as possible. He added that he would ask for on-going feedback and dialogue as it proceeds.

Chairman Ahrens stated that a short list of two would hopefully be presented to the Board for them to choose from. He added that all of the firms were outside of Cherokee County.

### **3. Discussion of status of candidates for RRDA Board.**

Chairman Ahrens asked the Board how close each was to having candidates to submit for appointment to the RRDA Board. He added that he'd like to have some names by next Tuesday's meeting. Commissioner Hubbard said that he talked to three and two declined, and that he would bring the one name forward.

Chairman Ahrens reminded everyone that the plan was to add members as candidates were selected and to have the new members in place by the first meeting in January or after a contract was entered, whichever came first. He said until January, the candidates could be appointed as non-voting members in order to be part of the process.

Chairman Ahrens said that he had one definite candidate in mind and several he has not reached out to yet.

Commissioner Nelms added that Jim and Karen would be leaving and that he would step down in order to allow the Chairman and Harry to stay on as they had the most information on the issue.

Commissioner Johnston said that he had one name to submit, and maybe one other, and that he would be prepared to bring forward one or both names by Tuesday.

### **4. Discussion of bankruptcy involving Ball Ground Recycling, LLC.**

Chairman Ahrens said that the discussion of the bankruptcy was more of a topic for Executive Session, but asked Angie Davis if she would like to give an update on the status of the bankruptcy. She said that Mr. Bobo's deposition had commenced but was not concluded at this time. She said they were still in the midst of discovery, and were hopeful to get access to the documents they believe to be missing once the deposition reconvenes.

### **Executive Session**

The Chairman called for a motion to adjourn to Executive Session at 4:31 p.m.

Commission Hubbard made the motion; Commissioner Nelms seconded and there was 4-0 approval.

The Board reconvened at 6:27 with the Chairman calling for a motion to ratify the closure of Executive Session at 6:20 p.m.

Commissioner Hubbard made the motion; Commissioner Johnston seconded and there was 4-0 approval.

### **Adjourn**

The Chairman then asked if there was any other business; hearing none, Commissioner Hubbard made a motion to adjourn at 6:28 p.m.; Commissioner Johnston seconded and there was 4-0 approval.

**Cherokee County, Georgia  
Agenda Request**

SUBJECT: Amendment to Article 7.7-15 c (1) of

MEETING DATE: 11/06/2012

SUBMITTED BY: Jeff Watkins

**COMMISSION ACTION REQUESTED:**

Hold Public Hearing on an amendment to Article 7.7-15 c (1) of the Cherokee County Zoning Ordinance

**FACTS AND ISSUES:**

The article currently reads:

7.7-15 Educational Services (LBCS 6100)

c. Private or Parochial Schools are permitted provided that:

(1) Such development shall have a minimum of five (5) acres in area.

Staff proposes to amend the Article and section to read:

c. Private or Parochial Schools are permitted provided that:

(1) Such development shall have a minimum of five (5) acres in AG and all residential districts. Lot size in OI, CP, NC, and GC shall meet the minimum area for the district as shown in Table 7.1.

**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:**

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

*(Handwritten signatures for Department Head, Agency Director, and County Manager)*

**7.7-1 Educational Services (LBCS 6100)**

- a. Group Day Care Homes are permitted within AG, R-80, R-60, R-40, R-30, R-20, R-15 districts with the following requirements:
  - (1) Group Day Care Homes must be licensed by the State of Georgia and meet all applicable requirements.
  - (2) All proposed locations for Group Day Care Homes must meet the minimum lot area requirements for the designated zoning district.
  - (3) A Group Day Care Home shall be located on an arterial, major or minor collector road.
  - (4) The Group Day Care Home shall retain the outward appearance of a single-family home.
  - (5) Outdoor loudspeakers shall not be permitted.
  - (6) All exterior play structures, such as swing sets, playground equipment, etc., shall be located at least fifty (50) feet from any side or rear property line. If a year-round vegetative screen is provided at 85% opacity the setback may be reduced to 25 feet.
  - (7) Off-street parking shall conform to the parking regulations as provided in Article 12.
- b. Commercial Day Care Centers are permitted within OI, NC, GC, CP and LI districts with the following requirements:
  - (1) Commercial Day Care Centers must be licensed by the State of Georgia and meet all applicable requirements.
  - (2) Commercial Day Care Centers shall be subject to the commercial development standards set forth in Article 7.5-3 and the Cherokee County Development Regulations.
  - (3) All exterior play structures, such as swing sets, playground equipment, etc., shall be located at least fifty (50) feet from any side or rear property line. If a year-round vegetative screen is provided at 85% opacity the setback may be reduced to 25 feet.
  - (4) Outdoor loudspeakers shall not be permitted.
- c. Private or Parochial Schools are permitted provided that:
  - (1) Such development shall have a minimum of five (5) acres in area AG and all residential districts. Lot size in OI, CP, NC, and GC shall meet the minimum area for the district as shown in Table 7.1.
  - (2) The main entrance of such development shall be on an arterial, major or minor collector road.
  - (3) A Private or Parochial School shall be subject to the commercial development standards set forth in Article 7.5-3 and the Cherokee County Development Regulations.
  - (4) A Commercial Day Care Center shall be allowed to be operated in conjunction with and as an integral part of a Private or Parochial School provided that the requirements set forth in Article 7.7-15b are met.

- (5) A Private or Parochial School may be an accessory use to an existing or planned institution as long as the above conditions are met.

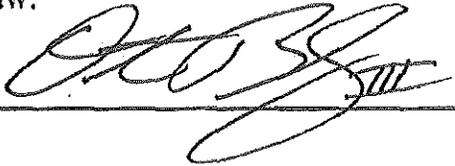
# CHEROKEE TRIBUNE

521 East Main Street · Canton, Georgia 30114

## PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA – County of Cherokee

Before me, the undersigned; a Notary Public, this day personally came **Otis Brumby III**, who, being duly sworn, according to law, says that he is the **General Manager** of *Times Journal, Inc.*, publishers of the *Cherokee Tribune*, official newspaper published in said county and State, and that the publication, of which the annexed is a true copy, was published in said paper on the 12th day(s) of October 2012, and on the \_\_\_\_\_ day(s) of \_\_\_\_\_ 20\_\_\_\_, as provided by law.



Subscribed and sworn to before me this

12th day of October, 2012

Jolynne S. Goodman  
Notary Public

My commission expires Sept. 15, 2014



Z-1855  
NOTICE OF PUBLIC HEARING  
CHEROKEE COUNTY  
BOARD OF COMMISSIONERS

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing on Tuesday, November 6, 2012 at 6:00 P.M. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton.

The Board will consider a revision to Article 7, Section 7.7-15c of the Cherokee County Zoning Ordinance. This revision would remove the five (5) acre minimum area for private and parochial schools located in commercial districts. Said minimum requirement would continue to apply in AG and all residential districts.

The public is invited to attend

10:12

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Z-1856  
NOTICE OF PUBLIC HEARING  
CHEROKEE COUNTY  
BOARD OF COMMISSIONERS

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing on Tuesday, November 6, 2012 at 6:00 P.M. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton.

The Board will consider a revision to Article 7, Section 7.7-15c of the Cherokee County Zoning Ordinance. This revision would remove the five (5) acre minimum area for private and parochial schools located in commercial districts. Said minimum requirement would continue to apply in AG and all residential districts.

The public is invited to attend

10:12



**Cherokee County, Georgia  
Agenda Request**

SUBJECT: Amendment of Zoning Conditions

MEETING DATE: 11/06/2012

SUBMITTED BY: Jeff Watkins

**COMMISSION ACTION REQUESTED:**

Host public hearing on the request to amend the zoning conditions for case # 90-09-018 Thomas Presley / Bluegreen Corp. (aka Etowah River Tract) to adopt the Etowah Land Development Standards as an addendum

**FACTS AND ISSUES:**

The applicant has proposes to amend the conditions of zoning for case # 90-09-018 (aka Etowah River Tract) to adopt the Etowah Land Development Standards as an addendum to the existing Planned Unit Development. The Standards are intended to guide the character, scale and form of the development within the community.

**BUDGET:**

Budgeted Amount: n/a  
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.

**ADMINISTRATIVE RECOMMENDATION:**

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

*Jeff Watkins*  
*[Signature]*

# ETOWAH

CHEROKEE COUNTY, GEORGIA

Submitted to:  
CHEROKEE COUNTY, GA  
As an Addendum to PUD  
CASE# 2004-R-133

Prepared by:  
NEWLAND COMMUNITIES

Version 2.0  
November 5, 2008



# ETOWAH COMMUNITY LAND DEVELOPMENT STANDARDS

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Owner: Newland Communities  
Duluth, GA

Consultants: UrbanGreen  
San Francisco, CA

Reece, Hoopes and Fincher  
Atlanta, GA

Rochester Engineering  
Atlanta, GA

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- 4.0 Ownership of Land
- 5.0 Location

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- Etowah Conditions to PUD Zoning

#### C. MASTER PLAN

- Planning Principles
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#### D. COMMUNITY STANDARDS

- The Transect
- Etowah Transect
- Standards by Zone
  - T1 Open Space Preserve
  - T2 Rural Zone
  - T3 Sub-Urban Zone
  - T4 General Urban
  - T5 Urban Center
- Neighborhood 1 Master Plan
- Neighborhood 1 Regulatory Plan

#### C. STREET STANDARDS

- Road Typology Plan
  - PK-75-22
  - RD-75-22
  - CS-60-45
  - RD-50-27
  - RD-50-20
  - AV-V-75-40
  - RA-30-12

#### D. STORMWATER MANAGEMENT STRATEGY

#### E. SIGNAGE STANDARDS

#### F. SUPPORTING TABLES

#### G. GLOSSARY

## ETOWAH COMMUNITY VISION

The community of Etowah is comprised of 1,363 acres of highly topographic upland forest, with 2.5 miles of direct frontage along the Etowah River. Located in the eastern portion of Cherokee County, Georgia, the project offers a wonderful opportunity to create a highly livable community set gently into the natural features of the site.

Etowah is entitled for 1800 homes and 15 acres of community serving commercial development. The master plan for Etowah provides for a diversity of housing and lifestyle types – small cottages, townhomes, mid to larger single family homes to unique offerings such as live-work homes and ‘treehouses’. Etowah will be anchored by a community focus that serves both a gathering place and community amenity. The program includes a naturalistic park, swim and recreation facilities, trails along the Etowah River, all complimented by a small village Main Street. The master plan and phasing of the development define an emphasis on the connection of the village fabric to the River. Weaving environmental stewardship with, traditional neighborhood planning principles is at the core, the community focus.

During the visioning of the community, Newland Communities sought to establish seven planning principles to guide the vision and design of this community. They are:

1. Pervasive sense of Nature
2. Obvious community
3. Intentional connection to the River
4. Multi-layered diversity of lifestyles and market segments
5. Precedent-based Etowah derived architectural and community design
6. Institute the community ethos of stewardship
7. Unyielding execution.

The crafting of the master plan for Etowah was executed in concert with the requirements of the Habitat Conservation Plan to provide stewardship and protection of the sensitive environmental areas resulting from the floodplain of the Etowah River and its tributaries. Responding to protecting these areas, the footprint of the development area has been compacted to preserve greater amount of open space. Neighborhood streets and lanes will follow the natural terrain retaining the unique topography of the site while limiting the impact of development. The construct of streets, sidewalks, building setbacks, lot size, open space and vehicular access will insure a comfortable and safe environment for residents and visitors while reducing impervious surface area.

The 15 acres of potential commercial use has been delineated on the master plan in two unique village centers, one at the convergence of Main Street and the Etowah River Park and the second village center will be located along Highway 372. The focus of the Main Street village will be to provide residents and visitors to the basic daily goods and services such as a café and small store, central mail pick-up, a visitor center, and fitness center. We have intentionally sited 4 live work units along the block to allow residents the opportunities to establish their business in Etowah. The Village node along Highway 372 will serve the larger community within Cherokee County providing more broad convenience goods. It is planned to have a grocery store anchor and basic retail services along with the opportunities for office.

This code of development and accompanying master plan will enable the creation of a unique community along the Etowah River in Cherokee County.

A. DOCUMENT PURPOSE & INTENT

## 1.0 Document Purpose and Intent

The following document is an addendum to the existing Planned Urban Development Zoning classification established for the Etowah assemblage in 1991 with subsequent modifications in 2004 and 2006. This document will guide the character, form and scale for the Etowah Community.

The first part of the document describes the intent of the master plan as it relates to neighborhood structure and incorporation of the Habitat Conservation Plan. The second part of the document prescribes the code of development by which each phase or neighborhood of the development will be approved for preliminary and final plats under the current zoning standards. To facilitate the natural evolution of the Etowah Community, this code provides for the flexibility necessary to adapt to the natural terrain of the site as well as changing needs in lifestyles and the market place.

## 2.0 Use of Document

The intent of this document is that it is used by Cherokee County in reviewing preliminary and final plat submissions made by the master developer of Etowah. The standards contained in this document establish critical neighborhood design, engineering and character issues such as:

- Permitted uses and locations
- Thoroughfare standards and design
- Lot sizes
- Stormwater management
- Building setbacks
- Building heights
- Signage

This document addresses each of these character issues as they relate to their location within the community reflecting the allowable land uses and density patterns. This is further described in Section D, The Transect. To the greatest extent possible, the transect definitions prescribed within this document have been modified to fit the site terrain, phasing requirements and market research.

## 3.0 General Standards and Requirements

Etowah will be developed in a series of neighborhood phases over a projected period of 10-12 years. Neighborhoods or subsets of a neighborhood, will be presented to Cherokee County in a series of preliminary and final plats. The neighborhoods will be consistent with the overall Etowah Master Plan presented in 2006 to the Cherokee County Board of Supervisors.

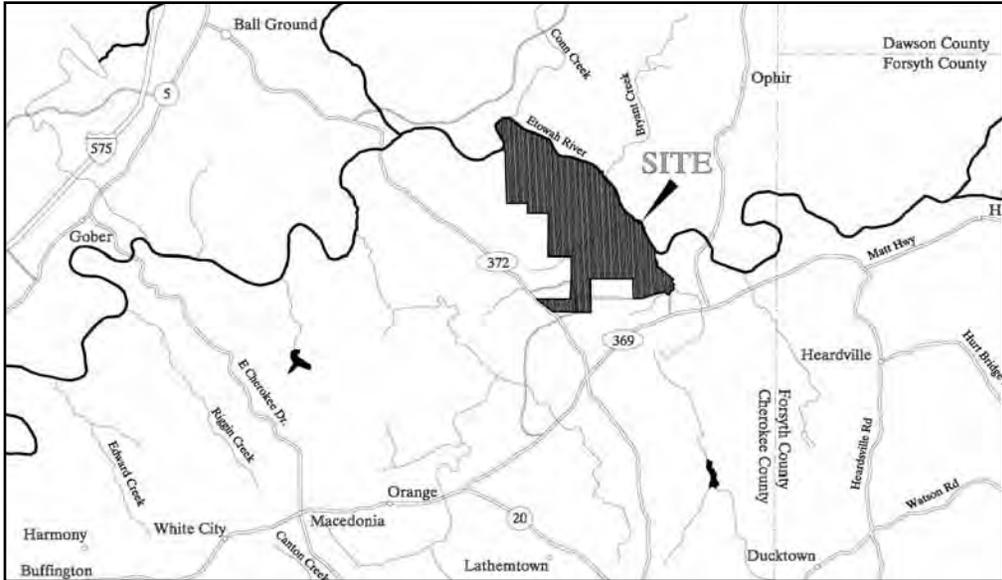
4.0 Ownership of Land

The Etowah Community consists of 1,363 acres held in ownership by JGLW Properties, LLC

5.0 Location

The Etowah tract is located in Cherokee County near the intersection of Highways 372 (Ballground Road) and 369 (Hightower Road). The site enjoys approximately 2.5 miles of direct frontage on the Etowah River.

6.0 Phasing



Etowah is envisioned to be developed in a series of neighborhoods over the next 10-12 years. The neighborhood an potential neighborhood subsets will sized and presented to Cherokee County based on market demand, ability of the neighborhood to supply the type of homes being reflected by the market, and the need to balance home supply issues with development issues such as grading, infrastructure phasing, stormwater management and environment management.

**B. EXISTING ZONING**

**Zoning: Planned Urban Development**

The Etowah Community was approved for a Planned Urban Development (PUD) zoning designation in 1990 with the Presley/Bluegreen case #90-09-018.

There were two subsequent zoning resolutions, 1991-R-14 and 2004-R-133. A revised master plan for the community was presented to the Cherokee County Board of Supervisors in 2006.

**Key Zoning Conditions:**

Project Density: 1800 homes

Commercial Area: 15 acres

Open Space: 40%

Public access to 150 acre nature park with nature trails along the Etowah River with public access from Creighton Road

A 15 acre recreation site to be donated to Cherokee County

Compensation agreement was executed between Cherokee County School Board and the Property Owners

Cost sharing with CCSWA for a regional lift station



C. MASTER PLAN

## ETOWAH COMMUNITY MASTER PLAN

The Etowah community master plan is crafted to provide traditional planning principles within a topographically challenged site, while connecting residents and visitors to the Etowah River. The project team studied numerous small towns within the Atlanta region as precedents for development. Our construct for the community was to define the neighborhoods by a 5 minute walk were the site allows and within the defined neighborhood provide for a community amenity space, a civic structure or defined public green. The plan also seeks to distribute the allowed commercial into 2 unique village centers providing for daily goods and services within the Main Street Village and a more broad convenience goods and services location serving more of Cherokee County.

With the neighborhood centers defined the plan then seeks to apply the transect methodology as crafted by Duany Plater-Zyberk (DPZ). The translation for Etowah being that there should be a gradation in development intensity, radiating out from the neighborhood centers to the ridges and valleys of Etowah. The next layer in the crafting of the plan was to provide for more compact development in the neighborhood centers which allows for greater preservation of the unique natural habitats and sensitive environmental features found within the site.

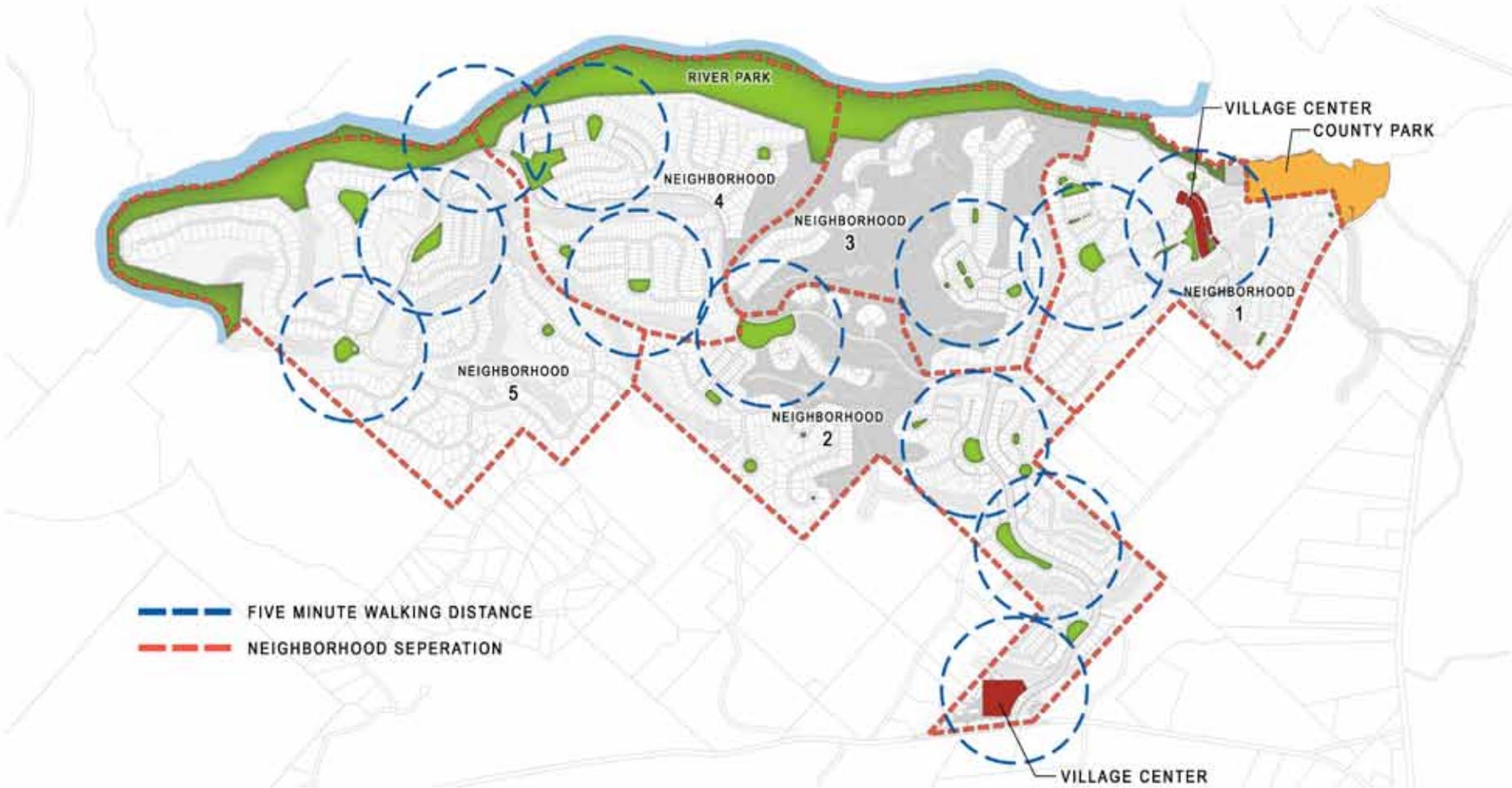
The five neighborhoods defined also begin to describe the phasing of the project with Neighborhood 1 being the first phase to be developed. Neighborhood 1 allows for the County park and the Etowah River trail to be accessed through the early infrastructure work. It also allows for our Main Street village and core amenity package to be brought on line early in the project in order for our residents and visitors to once again access the Etowah River and potentially reduce vehicular trips by providing basic needs and services.

The following documents illustrate the neighborhood concept, defining the 5 neighborhoods and their centers, the preservation of open space and public access to parks and the Etowah River, the Transect model for the entire community, and the interpretation of how the Transect model would be applied to the first neighborhood.

MASTER PLAN



NEIGHBORHOOD DIAGRAM



OPEN SPACE



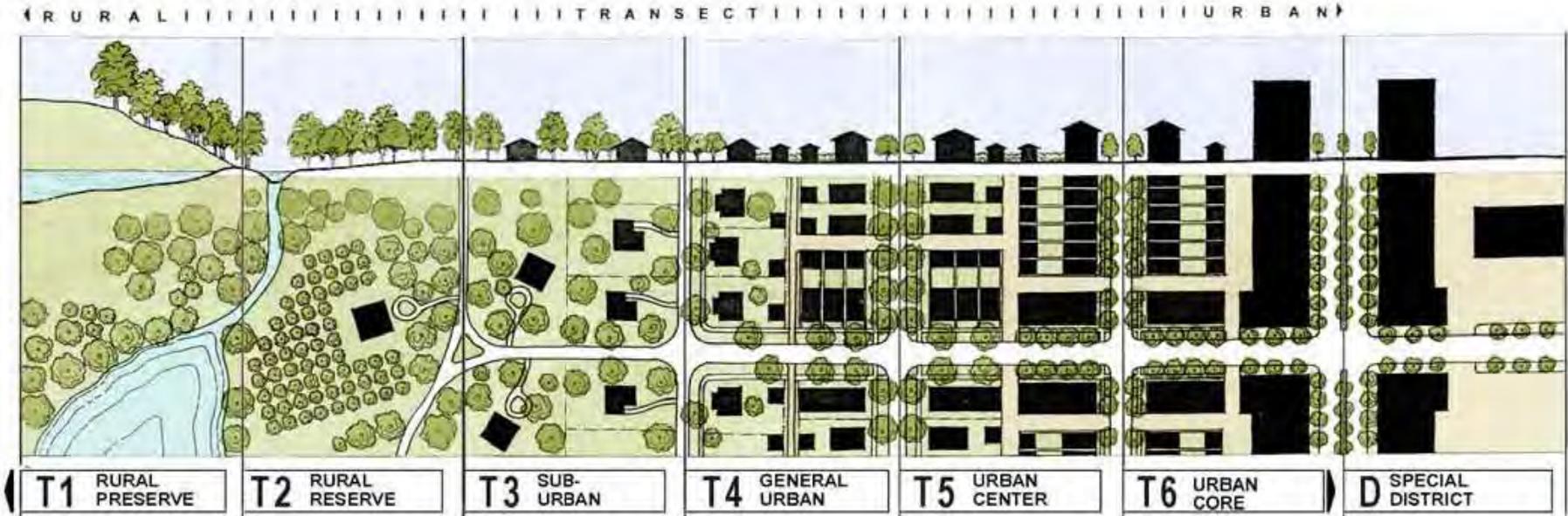


D. COMMUNITY STANDARDS

The Transect

The "Transect" is presented in this document as the chosen methodology for planning and coding the Etowah Community Development. Developed by Andres Duany and DPZ, the Transect is a categorization system that organizes all elements of the built environment on a scale from rural to urban, following the natural ecological transition from sparse coastal areas to grassy meadows to dense forest. This allows for a vibrant network of diverse zones within the community. Each of these zones addresses critical planning elements such as land use, thoroughfare standards, infrastructure, development, open space, civic uses, stormwater, and vegetation.

One of the central ideas of the Transect is that the built environment (block types, thoroughfares, sidewalks, building height, building uses, signage and lighting) responds to the category or zone that it exists in. That is, as one progresses from a rural preserve to an urban center the building forms, building uses, thoroughfare standards and civic uses respond according to the transect code in which they exist. For Etowah we have 2 "T5 Zones" which allow for a mix of retail, office and residential to exist with the building frontages brought forward and building heights increased, on-street parking and signage standards responding to this zone creating a true mixed-use village. For a "T3 Zone" the building use is restricted, the thoroughfare standards, lighting and signage standards are less intense than that of the T5 Zone or the village. And finally the "T1 Zone" is a rural preserve in which no buildings can exist and the intended use is to preserve unique and important environmental habitats. Note that the standards specified by the transect zone overlap, reflecting the successional ecozones of natural and human communities.



**Etowah Transects Zone Descriptions**

**T1 ZONE**

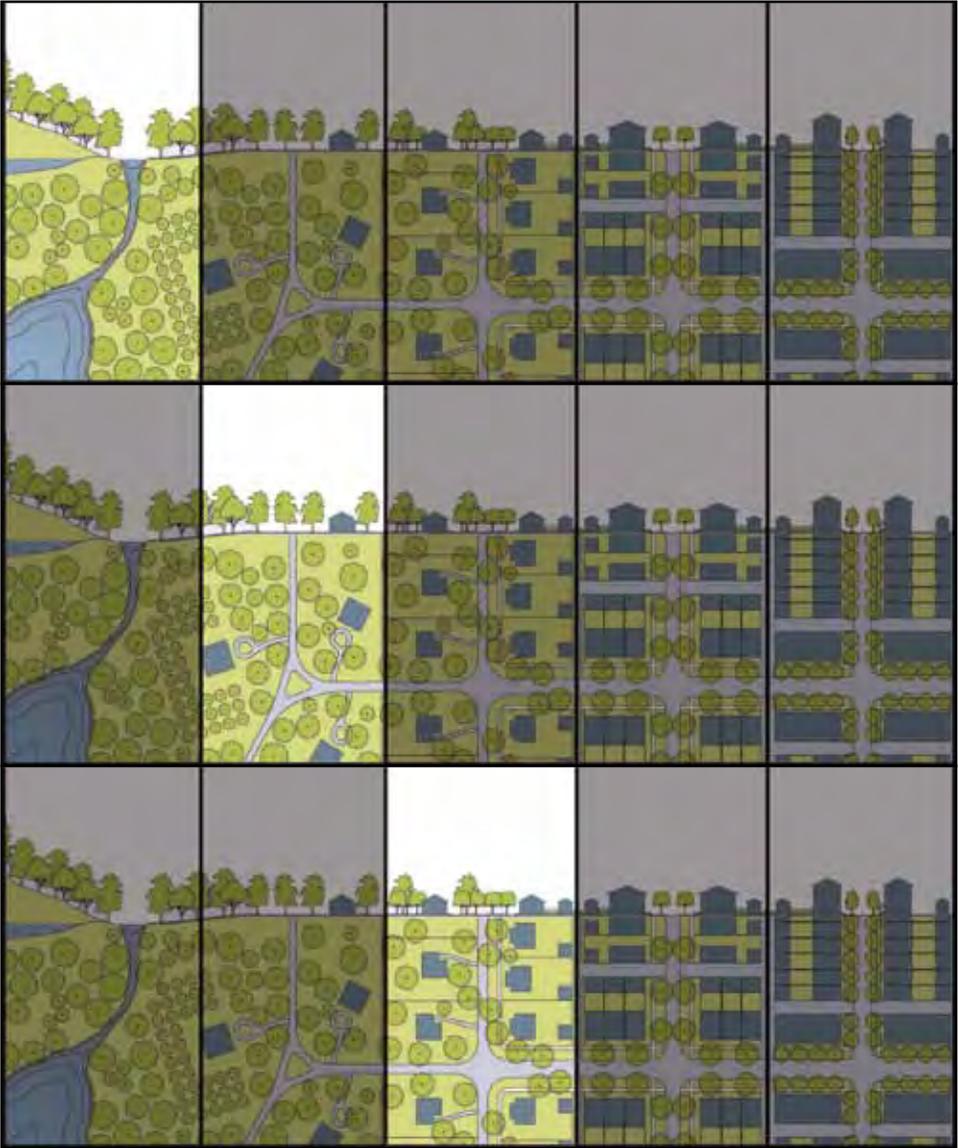
The Rural Preserve consists of lands that seek to preserve the natural flora and fauna of the site, including lands unsuitable for settlement due to topography, hydrology, or vegetation. Access to these lands will be limited to trails and building structures will be restricted to those elements that support passive park activities.

**T2 ZONE**

The Rural Reserve consists of lands in open or cultivated state, sparsely settled. These include woodland, agricultural land, grassland or park land. Access to these lands would be by limited vehicular traffic and trails. Allowable building structures would include civic buildings and buildings associated with park use.

**T3 ZONE**

The Sub-Urban zone consists of low density suburban residential uses, differing by allowing home occupations. Planting is naturalistic and setbacks relatively deep. Blocks may be large and the roads irregular to accommodate natural terrain.



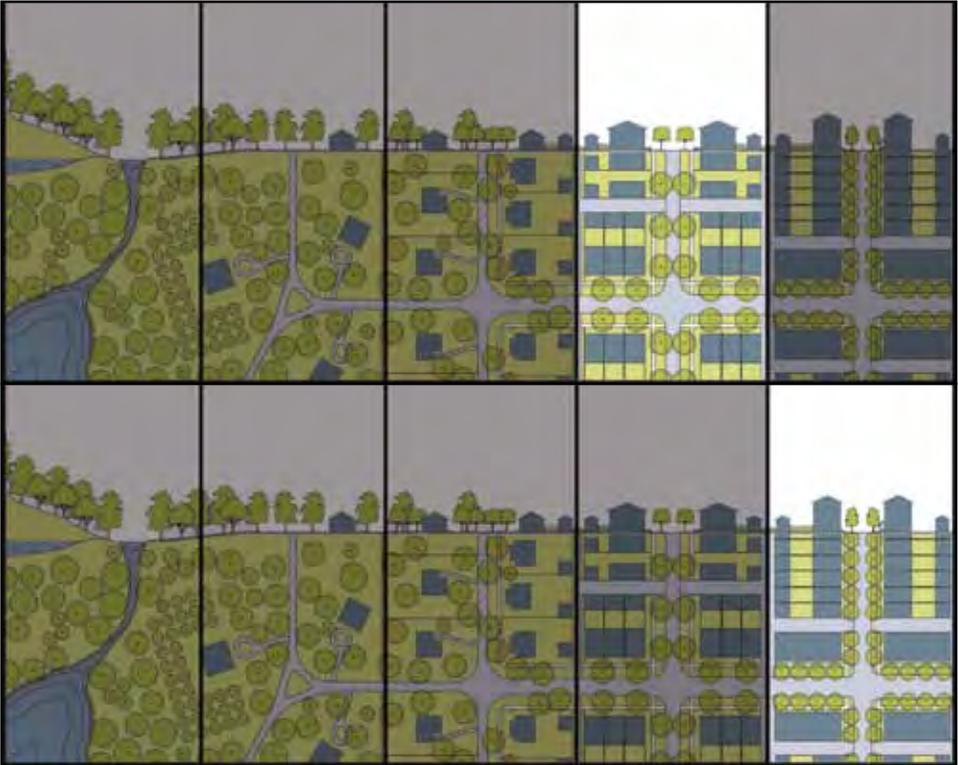
Etowah Transect Zone Descriptions (continued)

**T4 ZONE**

The General Urban Zone consists of a mixed-use but primarily residential urban fabric. It has a wide range of building types: single, sideyard, and rowhouses. Setbacks and landscaping are variable. Streets define medium-sized blocks.

**T5 ZONE**

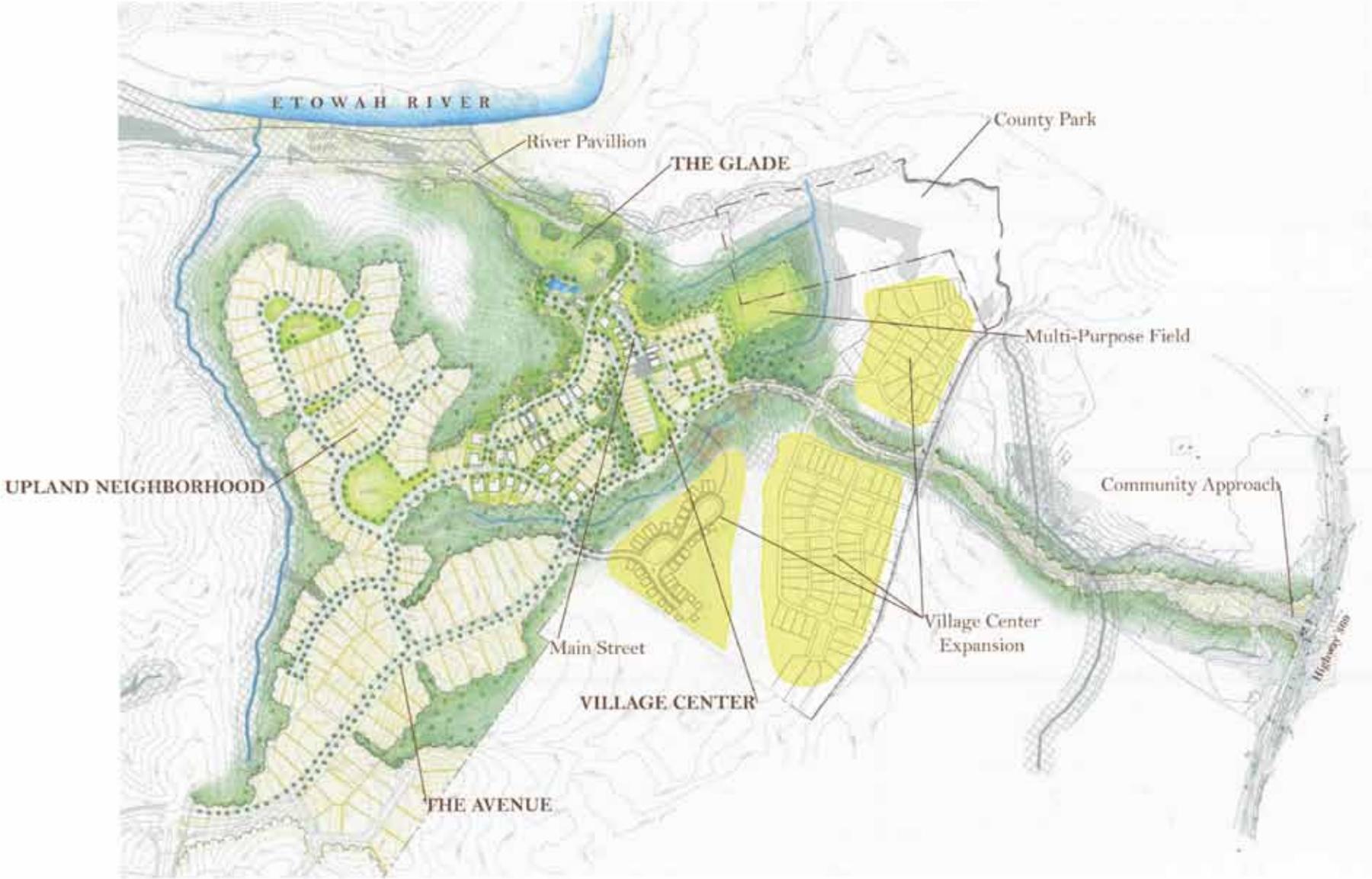
The Urban Center Zone consists of higher density mixed-use building types that accommodate retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings set close to the frontages.



TRANSECT PLAN



NEIGHBORHOOD 1 MASTER PLAN

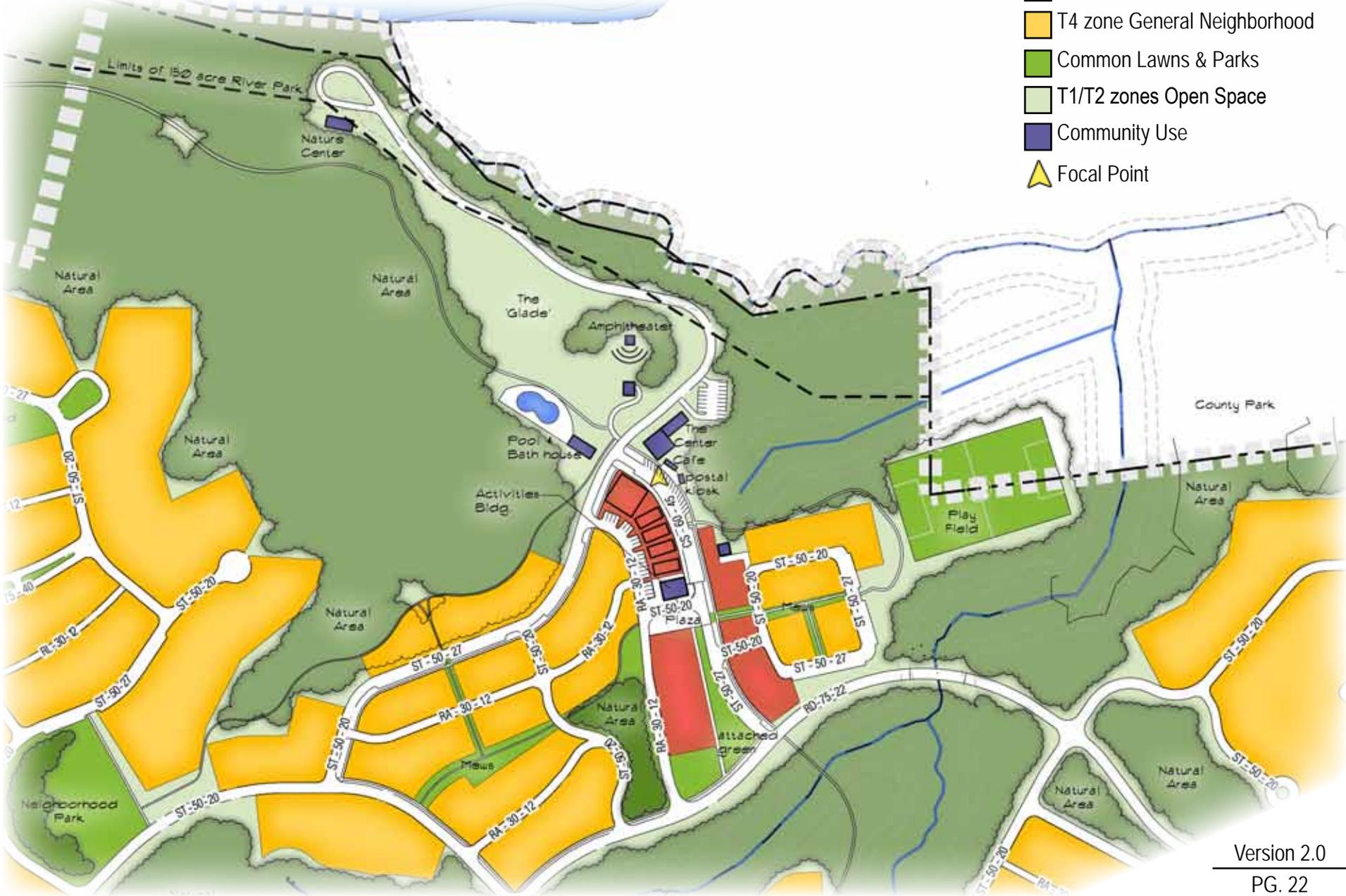


NEIGHBORHOOD 1 REGULATING PLAN

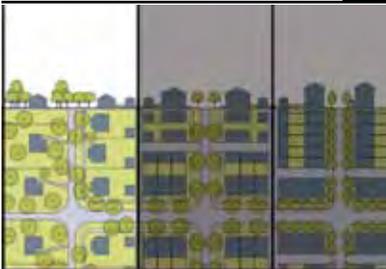


NEIGHBORHOOD 1 REGULATING PLAN (VILLAGE CENTER)

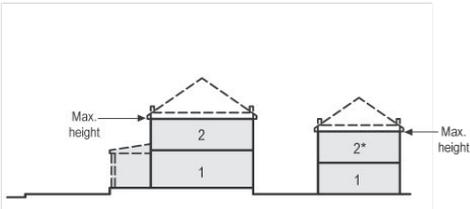
- T5 zone Village Center
- T4 zone General Neighborhood
- Common Lawns & Parks
- T1/T2 zones Open Space
- Community Use
- Focal Point



**T3 NEIGHBORHOOD EDGE SUMMARY TABLE**

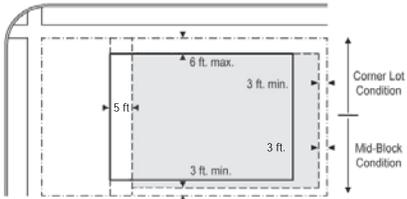


- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
  2. Stories may not exceed 14 ft. clear, floor to ceiling.
  3. Maximum height shall be measured to the eave or roof deck.



**GARAGE & OUTBUILDING DISPOSITION**

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



**BUILDING FUNCTION (see Table F-1)**

a. Residential	restricted use
b. Lodging	restricted use
c. Office	prohibited
d. Retail	prohibited

**BUILDING HEIGHT**

a. Principal Building	3 stories max.
b. Outbuilding	2 stories max.

**LOT OCCUPATION**

a. Lot Width	72 ft. min
b. Lot Coverage	60% max

**BUILDING DISPOSITION**

a. Front Setback Principal	24 ft. min
b. Side Setback	12 ft min. (combined)
c. Rear Setback	12 ft min.
d. Frontage Buildout	

**GARAGE/ OUTBUILDING DISPOSITION**

a. Front Setback	5 ft. + bldg stbk
b. Side Setback	3 ft. or 6 ft.
c. Rear Setback	3 ft. or 15 ft.

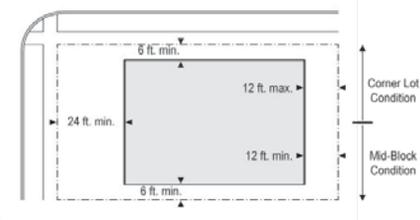
**PARKING PROVISIONS**

See Tables F-2

\*or 15 ft. from center line of alley

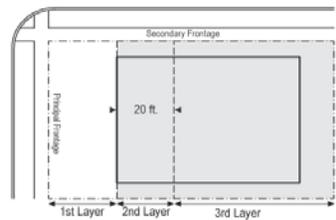
**BUILDING DISPOSITION**

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Facades shall be built along the Principal Frontage to a minimum of 50% of its width of the principal frontage.

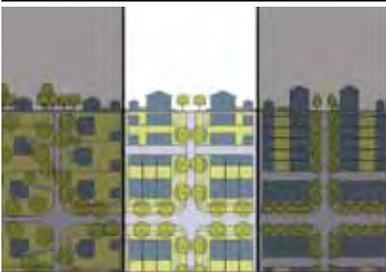


**PARKING PLACEMENT**

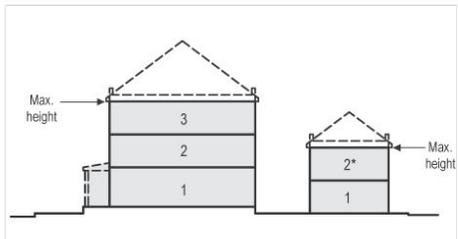
1. Uncovered parking spaces may be provided within the 1st, 2nd, or 3rd Layer as shown in the diagram (see Table G-1).
2. Covered parking shall be provided within the 2nd or 3rd Layer as shown in the diagram (see Table G-1).



**T4 NEIGHBORHOOD GENERAL SUMMARY TABLE**

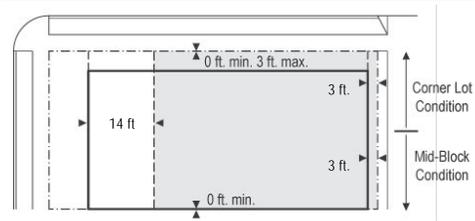


- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
  2. Stories may not exceed 14 ft. clear, floor to ceiling.
  3. Maximum height shall be measured to the eave or roof deck.



**GARAGE & OUTBUILDING DISPOSITION**

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



**BUILDING FUNCTION (see Table F-1)**

a. Residential	limited use
b. Lodging	restricted use
c. Office	restricted use
d. Retail	prohibited

**BUILDING HEIGHT**

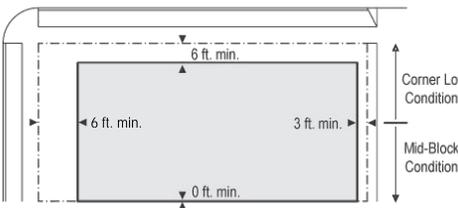
a. Principal Building	4 stories max, 1 min.
b. Outbuilding	2 stories max.

**LOT OCCUPATION**

a. Lot Width	24 ft min 100 ft max
b. Lot Coverage	70% max

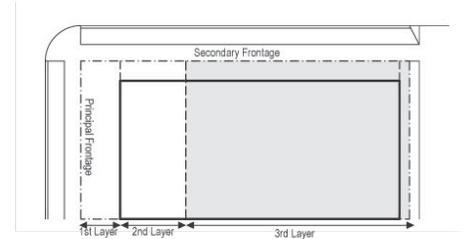
**BUILDING DISPOSITION**

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table G-1).



**PARKING PLACEMENT**

1. Uncovered parking spaces may be provided within the 1st, 2nd, or 3rd Layer as shown in the diagram (see Table G-1).
2. Covered parking shall be provided within the 2nd or 3rd Layer as shown in the diagram (see Table G-1).



**BUILDING DISPOSITION**

a. Front Setback Principal	6 ft. min.
c. Side Setback	0 ft. min or 5' btw. structures
d. Rear Setback	3 ft. min.*
e. Frontage Buildout	

**GARAGE/ OUTBUILDING DISPOSITION**

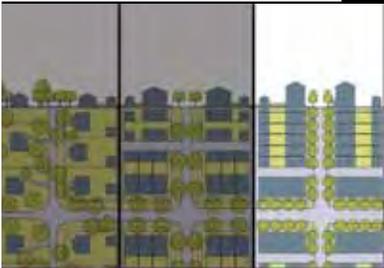
a. Front Setback	14 ft. + bldg stbck
b. Side Setback	0 ft. min. or 3 ft
c. Rear Setback	3 ft.*

**PARKING PROVISIONS**

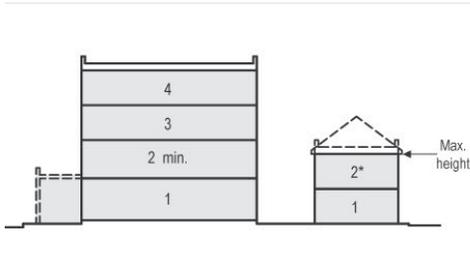
See Tables F-2

\*or 15 ft. from center line of alley

**T5 NEIGHBORHOOD CORE SUMMARY TABLE**



- BUILDING HEIGHT**
1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
  2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, *except for a first floor Commercial function which must be a minimum of 11 ft with a maximum of 25 feet.*
  3. Maximum height shall be measured to the eave or roof deck.



**BUILDING FUNCTION (see Table F-1)**

a. Residential	open use
b. Lodging	open use
c. Office	open use
d. Retail	open use

**BUILDING HEIGHT**

a. Principal Building	6 stories max. 2 min.
b. Outbuilding	2 stories max.

**LOT OCCUPATION**

a. Lot Width	18 ft min 180 ft max
b. Lot Coverage	80% max

**BUILDING DISPOSITION**

a. Front Setback Principal	0 ft. min. 18 ft. max
b. Side Setback	0 ft. min. 24 ft. max
c. Rear Setback	3 ft. min.*
d. Frontage Buildout	70% min at setback

**GARAGE/ OUTBUILDING DISPOSITION**

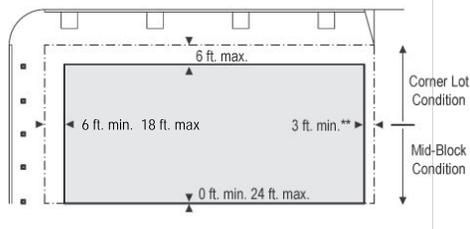
a. Front Setback	40' max from rear prop.
b. Side Setback	0 ft. min.*
c. Rear Setback	3 ft. max.

**PARKING PROVISIONS**

See Tables F-2

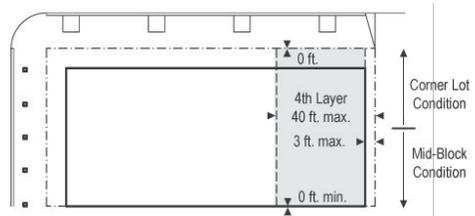
\*or 15 ft. from center line of alley

- BUILDING DISPOSITION**
1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
  2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table G-1).



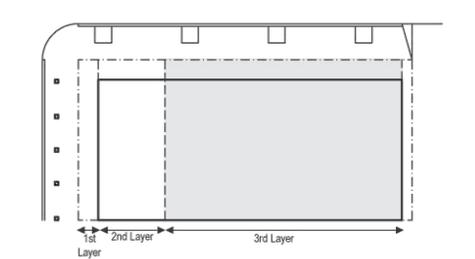
**GARAGE & OUTBUILDING DISPOSITION**

1. The elevation of the outbuilding shall be distanced from the lot lines as shown.



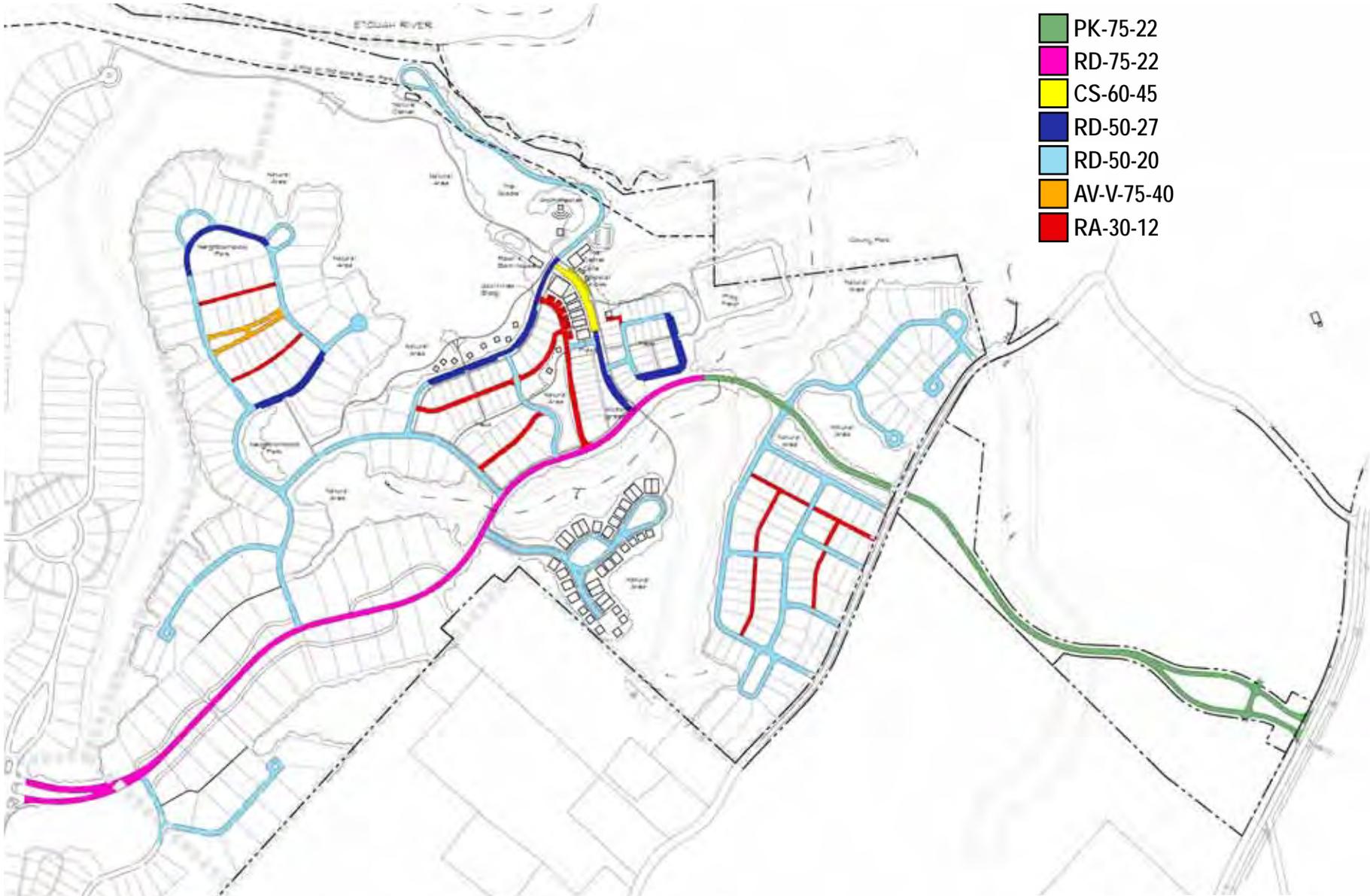
**PARKING PLACEMENT**

1. Uncovered parking spaces may be provided within the 3rd Layer as shown in the diagram (see Table G-1).
2. Covered parking shall be provided within the 3rd Layer as shown in the diagram (see Table G-1).



C. STREET STANDARDS

NEIGHBORHOOD 1 ROAD TYPOLOGY PLAN

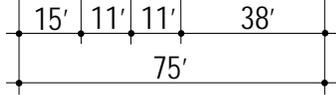
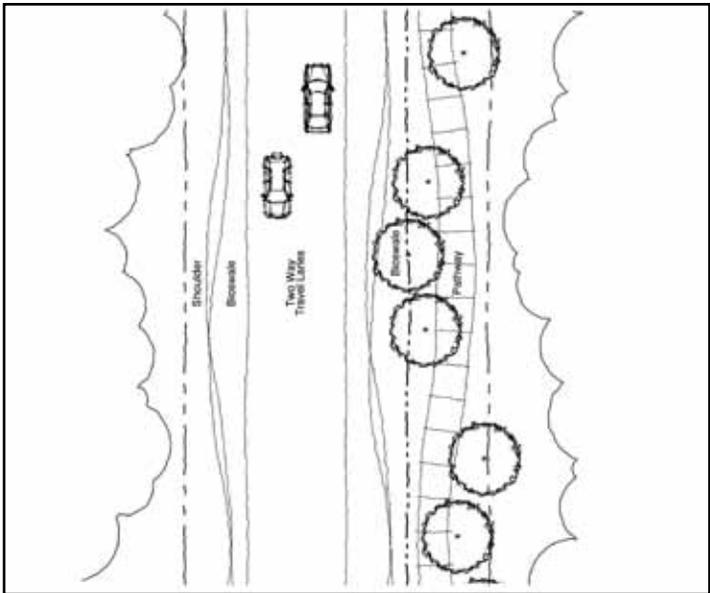


**KEY**

Thoroughfare Type	ST-57-20-BL
Right of Way Width	
Pavement Width	
Transportation	

**THOROUGHFARE TYPES**

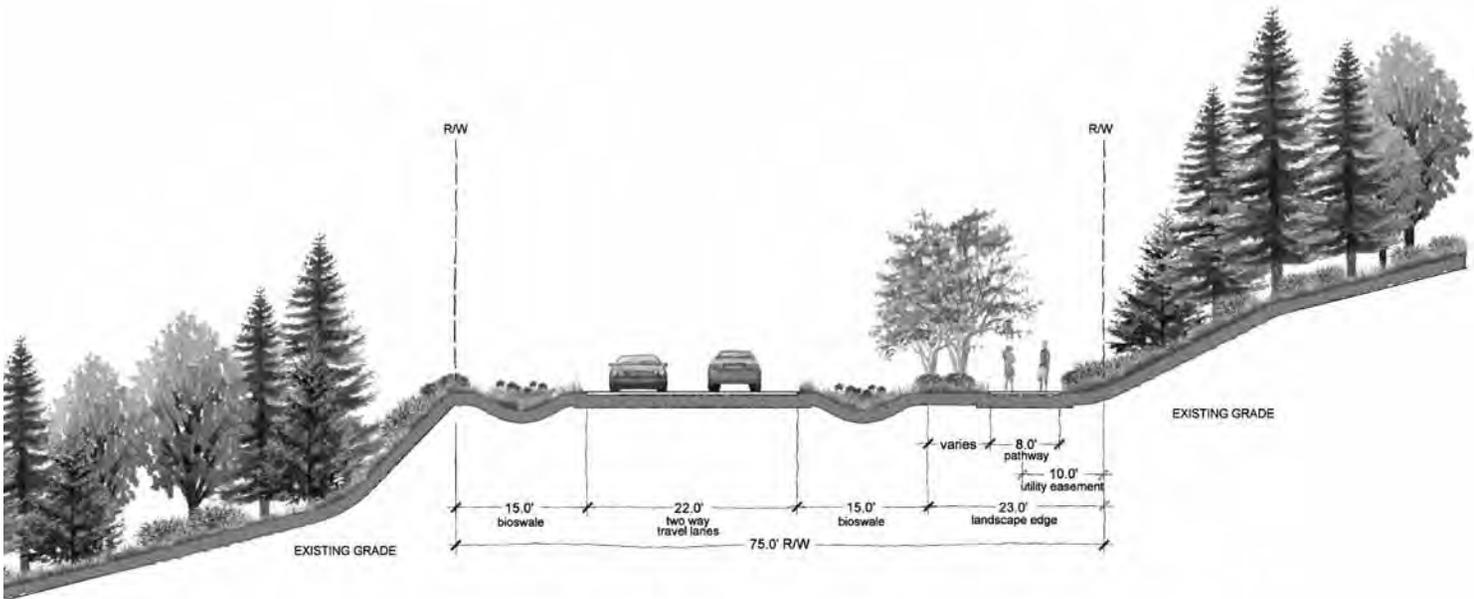
Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR

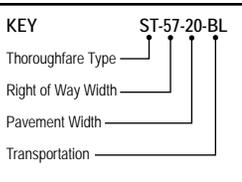


Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

**PK-75-22**

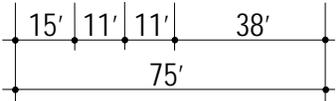
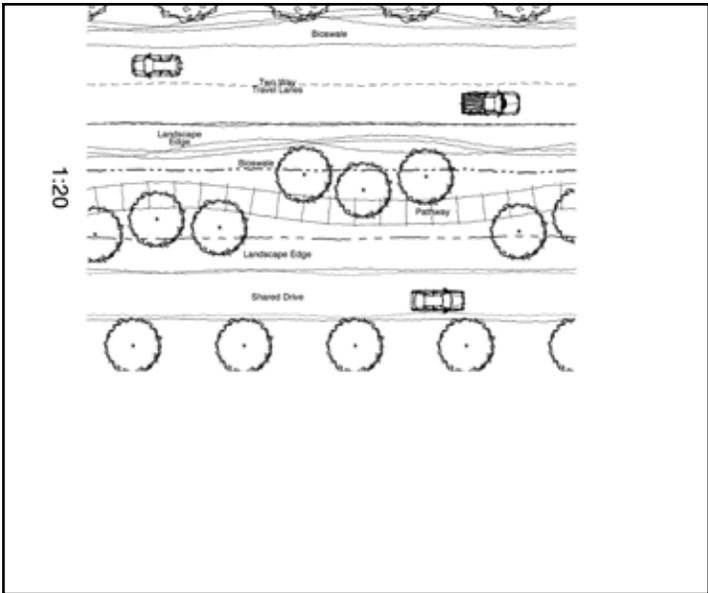
Parkway
T3
75 feet
22 feet
Free Movement
35 MPH
6 seconds
2 lanes
None
25 feet
8' Bike/ Pedestrian path
Continuous swale
Swale
Trees at 30' o.c. Avg. in disturbed areas
BT





**THOROUGHFARE TYPES**

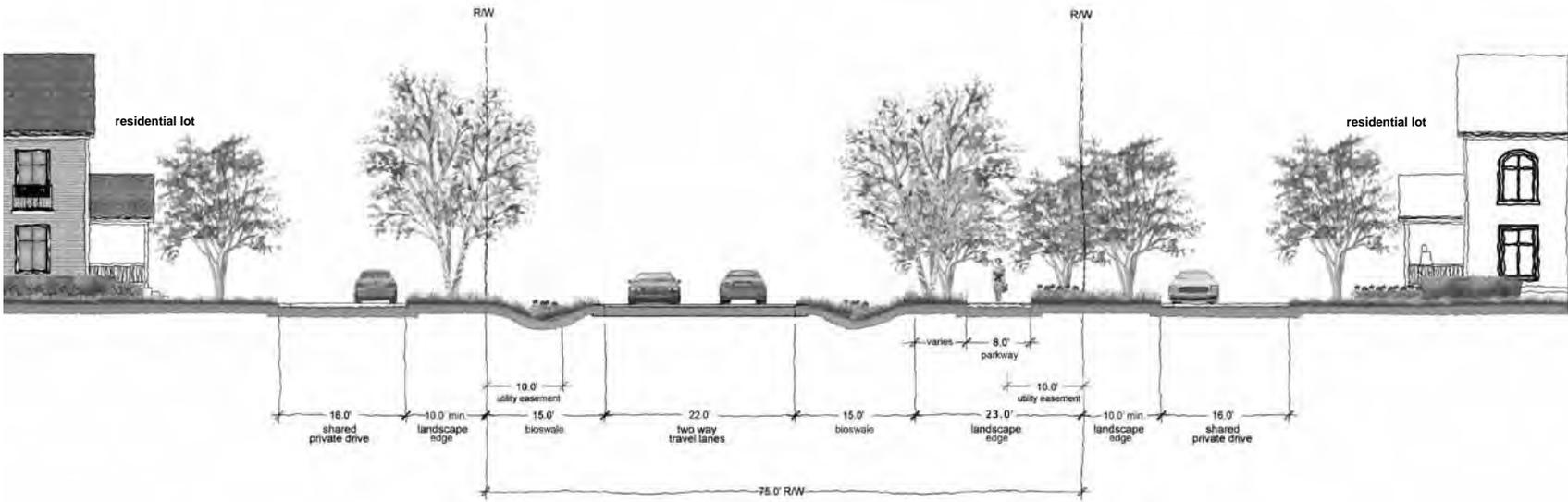
Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR



Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

**RD-75-22**

Road
T3
75 feet
22 feet
Free Movement
35 MPH
6 seconds
2 lanes
None
25 feet
8' Bike/ Pedestrian path
Continuous swale
Swale
Trees at 30' o.c. Avg. in disturbed areas
BT

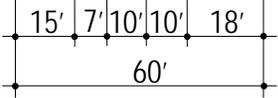
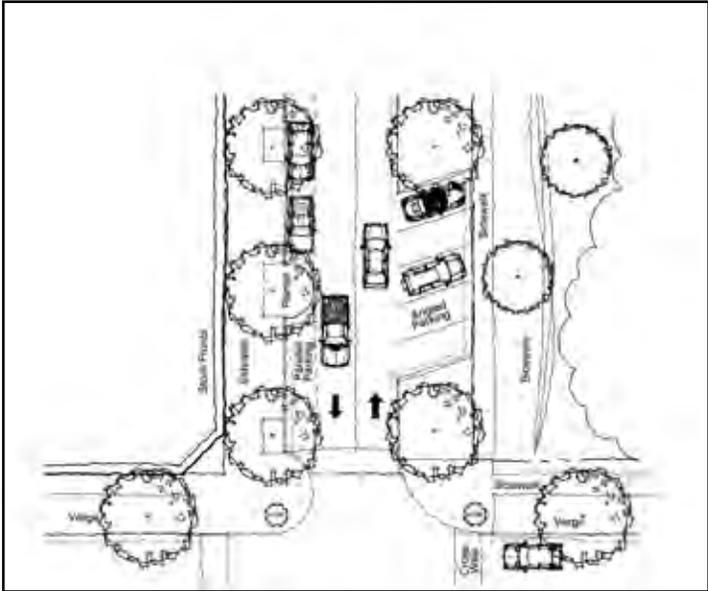


**KEY**

Thoroughfare Type	ST-57-20-BL
Right of Way Width	
Pavement Width	
Transportation	

**THOROUGHFARE TYPES**

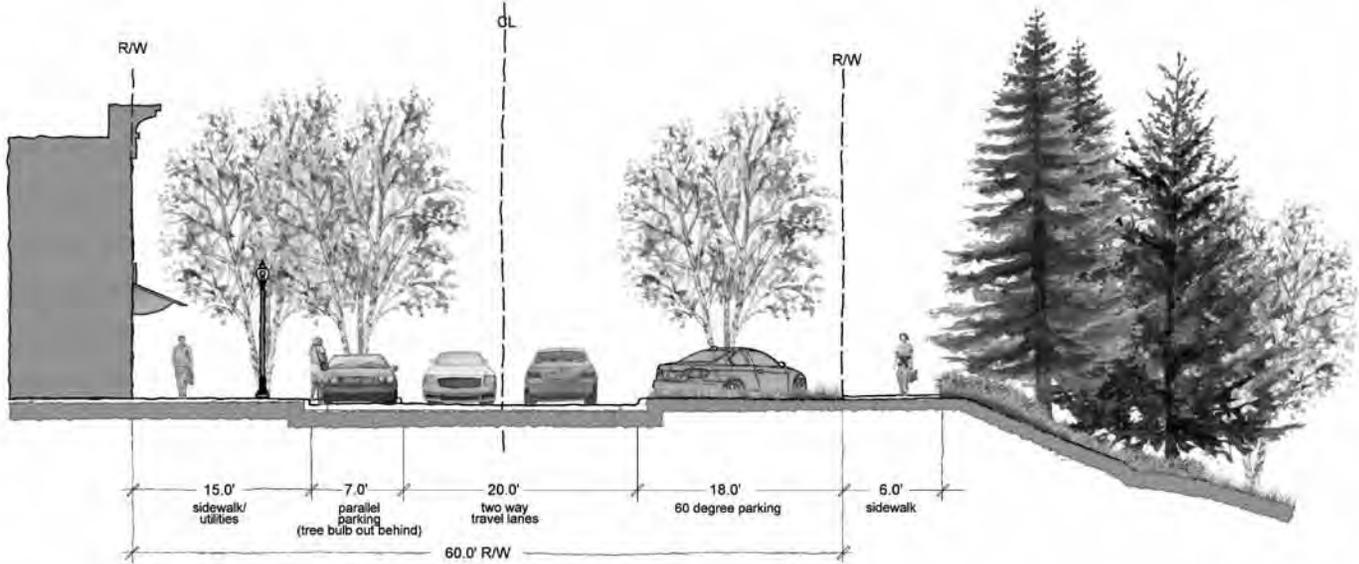
Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR

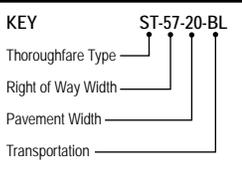


Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

**CS-60-45**

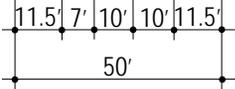
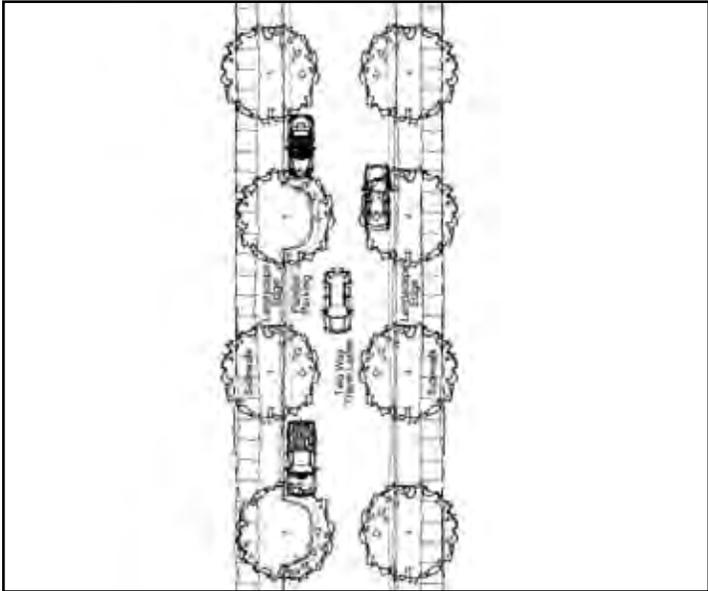
Commercial Street
T5
60 feet
45 feet
Slow Movement
20 MPH
10 seconds
2 lanes
One side @ 7 feet marked, One side @ 18 feet marked
10 feet
15 foot Sidewalk
4x4' Tree well or planter island
Curb
Trees at 30' o.c. Avg.
BT





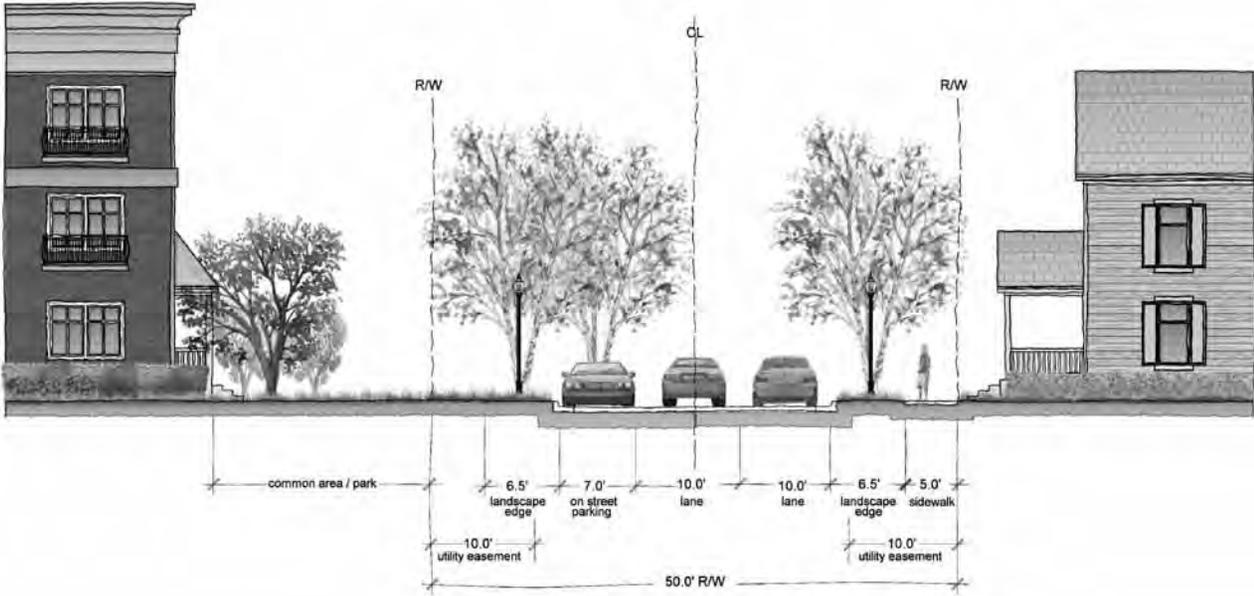
**THOROUGHFARE TYPES**

- Parkway: PK
- Highway: HW
- Boulevard: BV
- Avenue: AV
- Commercial Street: CS
- Drive: DR
- Street: ST
- Road: RD
- Rear Alley: RA
- Rear Lane: RL
- Bicycle Trail: BT
- Bicycle Lane: BL
- Bicycle Route: BR
- Path: PT
- Passage: PS
- Transit Route: TR



	Thoroughfare Type
	Transect Zone Assignment
	Right-of-Way Width
	Pavement Width
	Movement
	Design Speed
	Pedestrian Crossing Time
	Traffic Lanes
	Parking Lanes
	Curb Radius
	Walkway Type
	Planter Type
	Curb Type
	Landscape Type
	Transportation Provision

<b>RD-50-27</b>	
Road	T5
Right-of-Way Width	50 feet
Pavement Width	27 feet
Movement	Slow Movement
Design Speed	20 MPH
Pedestrian Crossing Time	5.5 seconds
Traffic Lanes	2 lanes
Parking Lanes	One Side @ 7 feet marked
Curb Radius	10 feet
Walkway Type	5 foot Sidewalk
Planter Type	6 foot Continuous planter
Curb Type	Curb
Landscape Type	Trees at 30' o.c. Avg.
Transportation Provision	BT

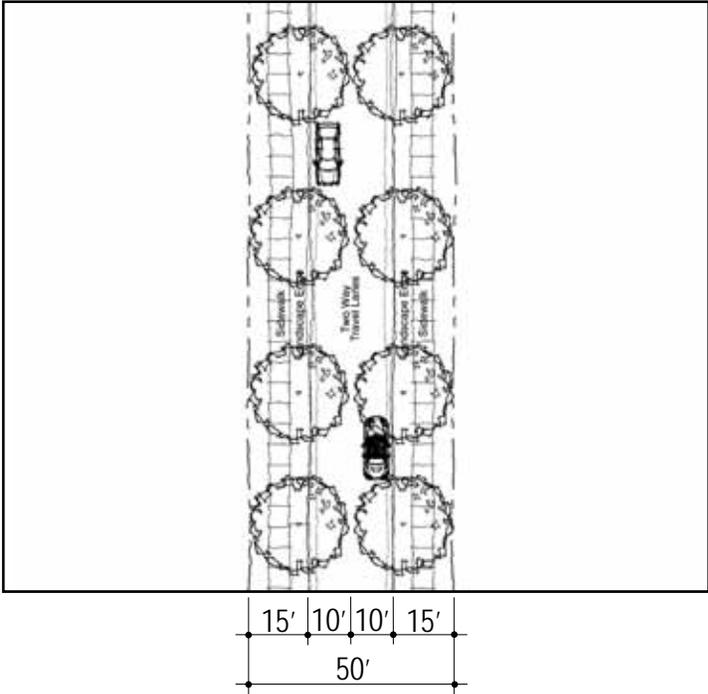


**KEY**

Thoroughfare Type	ST-57-20-BL
Right of Way Width	
Pavement Width	
Transportation	

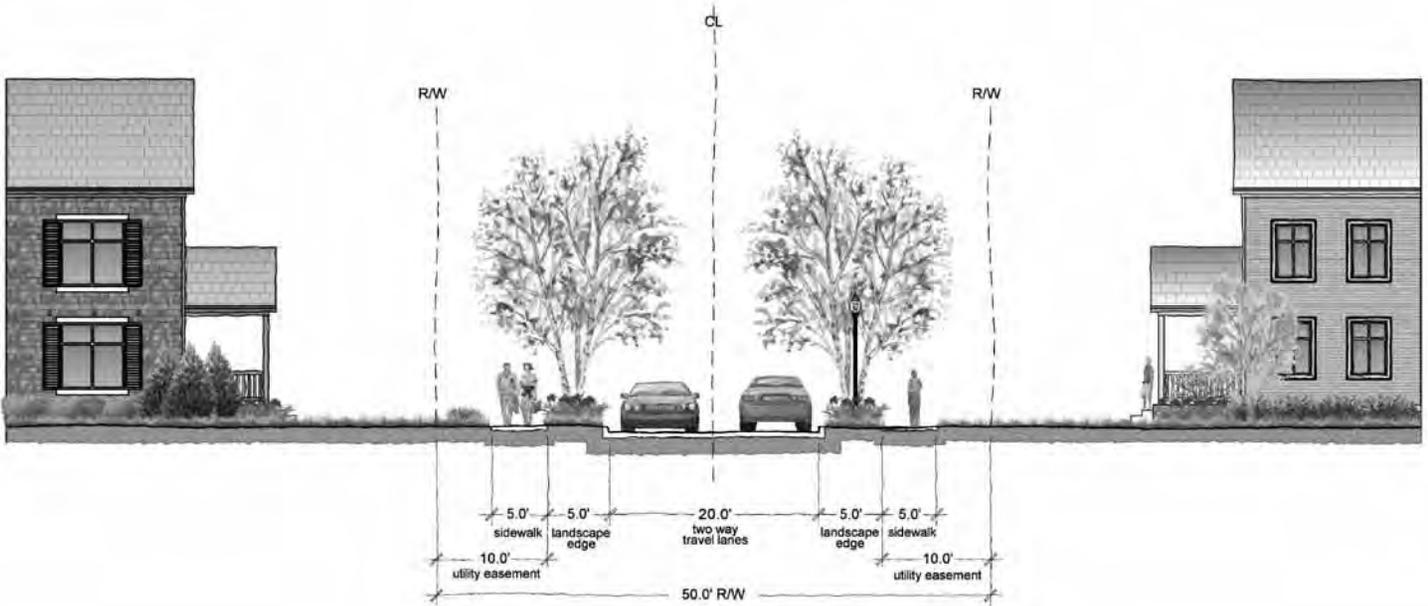
**THOROUGHFARE TYPES**

Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR



Thoroughfare Type	
Transect Zone Assignment	
Right-of-Way Width	
Pavement Width	
Movement	
Design Speed	
Pedestrian Crossing Time	
Traffic Lanes	
Parking Lanes	
Curb Radius	
Walkway Type	
Planter Type	
Curb Type	
Landscape Type	
Transportation Provision	

<b>RD-50-20</b>
Road
T5, T4, T3
50 feet
20 feet
Slow Movement
20-25 MPH
5.5 seconds
2 lanes
None
10 feet
5 foot Sidewalk
5 foot Continuous planter
Curb
Trees at 30' o.c. Avg.
BT

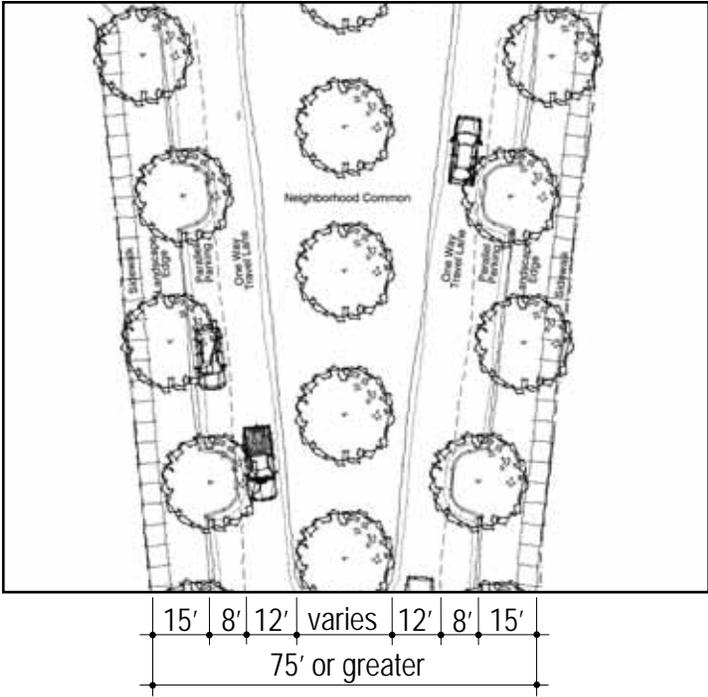


**KEY**

Thoroughfare Type	ST-57-20-BL
Right of Way Width	
Pavement Width	
Transportation	

**THOROUGHFARE TYPES**

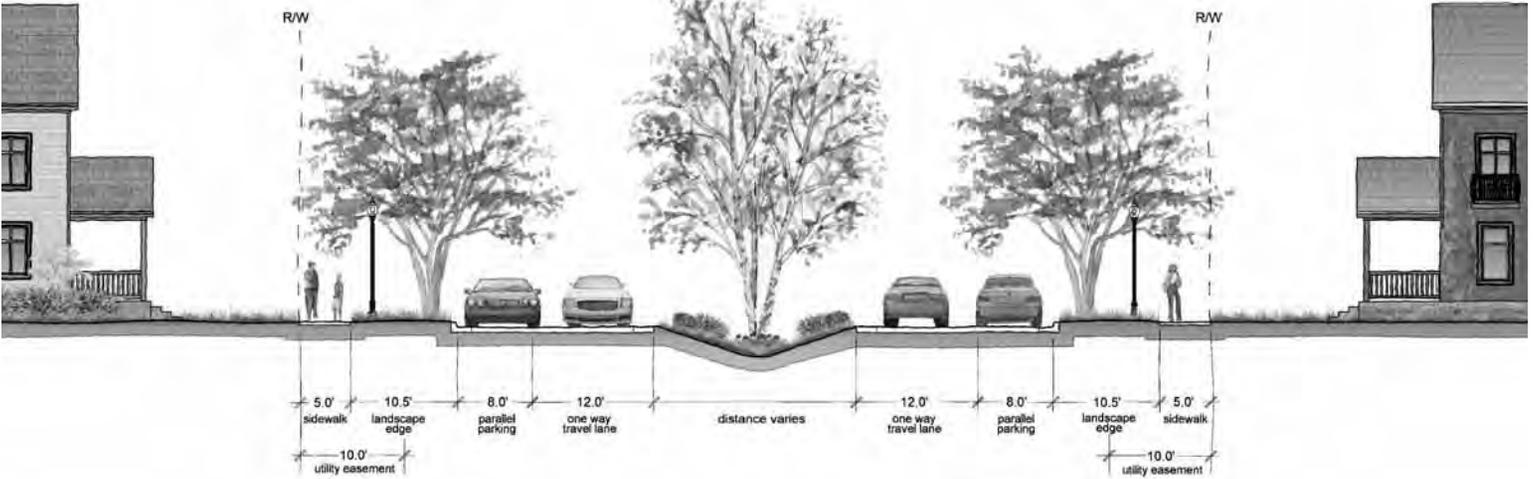
Parkway:	PK
Highway:	HW
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Passage:	PS
Transit Route:	TR

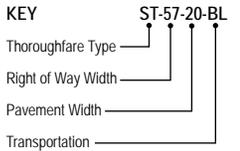


Thoroughfare Type
Transect Zone Assignment
Right-of-Way Width
Pavement Width
Movement
Design Speed
Pedestrian Crossing Time
Traffic Lanes
Parking Lanes
Curb Radius
Walkway Type
Planter Type
Curb Type
Landscape Type
Transportation Provision

**AV-V-75-40**

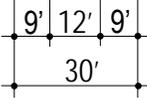
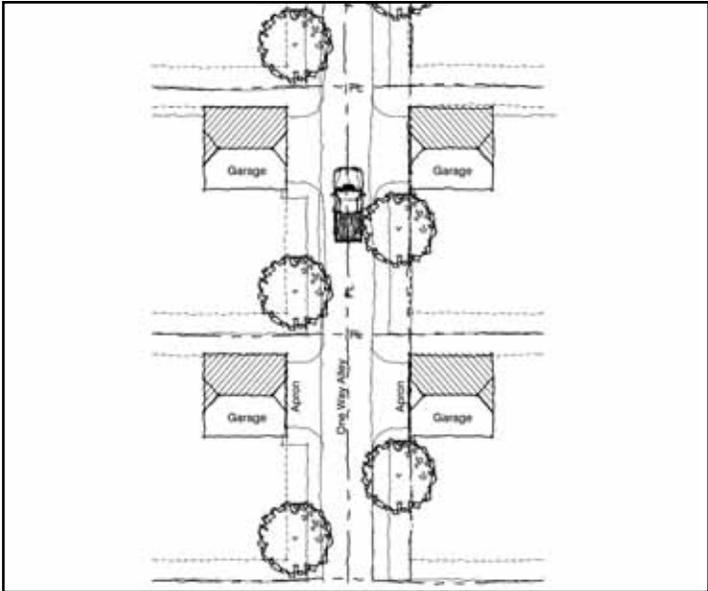
Avenue
T5, T4, T3
75 feet
40 feet
Slow Movement
25 MPH
13 seconds
2 lanes
Both Sides @ 8 feet marked
10 feet
5 foot Sidewalk
10' Continuous planter
Curb or Swale
Trees at 30' o.c. Avg.
BR





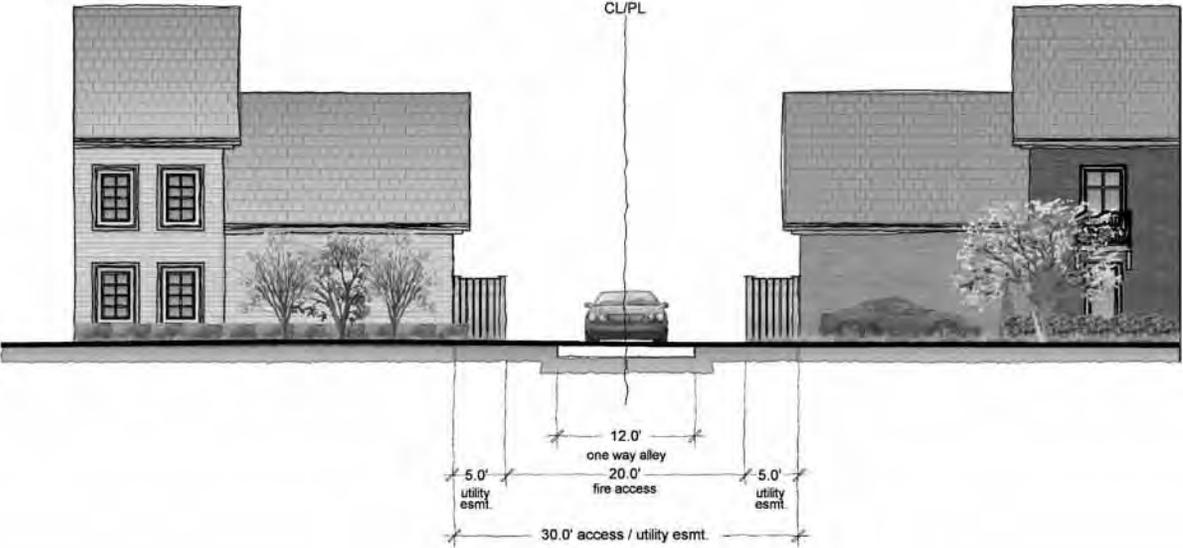
**THOROUGHFARE TYPES**

- Parkway: PK
- Highway: HW
- Boulevard: BV
- Avenue: AV
- Commercial Street: CS
- Drive: DR
- Street: ST
- Road: RD
- Rear Alley: RA
- Rear Lane: RL
- Bicycle Trail: BT
- Bicycle Lane: BL
- Bicycle Route: BR
- Path: PT
- Passage: PS
- Transit Route: TR



	Thoroughfare Type
	Transect Zone Assignment
	Right-of-Way Width
	Pavement Width
	Movement
	Design Speed
	Pedestrian Crossing Time
	Traffic Lanes
	Parking Lanes
	Curb Radius
	Walkway Type
	Planter Type
	Curb Type
	Landscape Type
	Transportation Provision

<b>RA-30-12</b>
Rear Alley
T5, T4
30 feet (Access Easement)
12 feet
Slow Movement
10 MPH
3 seconds
1 lanes
None
5 feet
None
None
Inverted Crown
None
None





**D. STORMWATER MANAGEMENT STRATEGY**

Storm water management best practices will reflect the Cherokee County Development Ordinance; Section 5.0, Storm Water Management, revised August 2, 2005 and Section 6.0, Cherokee County Post Development Storm Water Management, revised September 18, 2007.

**E. SIGNAGE STANDARDS**

Reinforcing the Etowah Community intentionality on coding the development and establishing the design standards for the public realm, we are proposing the following code for signage and environmental graphics. There are four categories of signage identified: project signage, wayfinding signage, storefront and civic identity signs and address signs.

Signage locations and signage types should be identified on the regulating plan submitted with each phase or neighborhood of development.

## Sign Categories:

Project Signs intended purpose is to signify visitors and residents of the community the limits and the identity of the community. These signs may be ground or projecting (blade only) type signs

Retail Village signs are intended to identify the region within Etowah providing retail services. These signs may be ground or projecting (blade only) type signs

Wayfinding Signage includes directional signs, street signs, and temporary signs and may be attached (wall, band, or board type), ground, or projecting (blade only) type signs.

Storefront and Civic Identity Signage is intended to identify the use or service offered within a building use. These signs may be of any type except ground.

Address Signage provides specific locations of uses or homes. This type of signage shall be attached (board or window only).

## Sign Types:

Attached type signs may be in the form of a sign “Band” over the length of the storefront or as a header component across a projecting storefront bay; or a “Board” sign attached as a small sign on the façade at eye level or as a larger sign above the storefront; or of a “Window” sign silkscreened or painted on glazing. “Wall” signs are painted on the wall surface, traditionally on brick buildings. Band or Board signs integrated with the architectural design of the façade are highly encouraged. “Window” signs may occur at the second floor level if a Live-Work unit contains commercial use above the ground floor.

Awning type signs may be in the form of “Center” signs as lettering or logos on the top sloped surface of a canvas awning, or as a “Fringe” sign with lettering across the narrow height which if not attached to the awning’s frame, may flutter in the breeze.

Projecting signs may be in the form of "Blade" signs that are either vertically oriented (typically for event signage on streetlights) or horizontally oriented projecting from the building face or placed below a canopy; or of a "Corner" from projecting out from the building's façade in a vertical orientation and occurring at specific locations within a T5 Zone.

Ground type signs are of the "Freestanding" form with traditional detailing matching that of street lamp posts. These mostly street and wayfinding signs may have a board mounted to the top of the post or the post may have a projecting blade sign hanging from a horizontal member.

Ground type signs may also include project identity signs and retail village signs occurring on site retaining walls, freestanding walls, columns or posts. Retail village signs are intended to designate the retail portion of the site and signify the primary and secondary tenant of the site.

Portable "Sandwich Board" signs shall be painted wood and permitted with a temporary approval.

Note: Retail joint tenant signs or signs that list all of the tenants in the retail village are discouraged.

### **Sign Size**

The area of a sign is the entire portion of the sign that can be enclosed within a single continuous rectangle. The area includes the extreme limits of the letters, logos, figures, and comprising any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The structure supporting the sign is excluded.

In general the maximum aggregate area of all signage elements for a commercial use is 100 SF except it shall be increased to 150 SF for commercial uses having street frontage on two streets and up to 200 SF for a grocery store, not including any signage integral to an architectural feature called out in the regulating plan. Signage types may be used in combination for maximum visibility. Signs may not be 3-dimensional and are limited to 2" of thickness to allow for carving or other relief of the sign surface. No signage is permitted along the return edges of a sign except for on the gable end of an Awning. Only one side of a sign with two sides is used for area calculation such as a suspended Projecting Blade sign below a canopy.

Attached Band signs are limited in size to 2 SF per linear foot of street frontage of commercial use.

Attached Board signs are limited in size by their location above the sidewalk: for singly occurring signs 6 SF, if the bottom edge of the sign is less than 8' above the sidewalk, 9 SF if the bottom edge of the sign is between 8' and 12', and 12 SF if its bottom is above 12'. Total of all Attached Board signs allowed is 2 SF per linear foot of street frontage for a commercial use. For residential use, the maximum area is 1.5 SF.

Attached Window signage for commercial use may occupy up to 40% of a glazed panel excluding muntins, but shall allow a minimum 75% (of the glazed panel extents) transparency excluding muntins. For residential address signage, maximum area is 1.5 SF. Signage may be located internal to the window (neon displays) upon approval by the developer.

Attached Wall signs are limited to 50 SF per occurrence.

Center Awning signs shall have a maximum area of 12 SF and if used in combination with signage elements on the Fringe, shall be a maximum of 18 SF. Fringe Awning signs shall occupy not more than 75% of the awnings width.

Projecting Blade signs may be up to 8 SF maximum per single sign; aggregate sign area is limited to 2 SF per linear foot of street frontage for commercial use. When used as part of a Ground Freestanding sign, the area is limited 1.5 SF unless the sign is identified as a project sign or a retail village sign.

Corner Blade sign maximum area is 30 SF per single sign and 120 SF total maximum aggregate, if used with a combination of other signage techniques for a single commercial use.

Ground Freestanding wayfinding signs are limited to 3 SF per sign unless the sign is composed of both a post and Projecting Blade where the size is limited to 1.5 SF. If a Ground Freestanding sign is identified as a project sign or retail village sign the maximum size area is 80 SF. Ground Sandwich Board signs are limited to 12 SF for each side, with a maximum height of 4'. Ground Sandwich Board signs area does not count against the aggregate sign area limits for a commercial establishment.

**F. SUPPORTING TABLES**

**TABLE F-1: Building Function** This table categorizes Building Functions within Transect Zones. Parking requirements are correlated to functional intensity. For Specific Function and Use permitted By Right or by Warrant, see Table F-3.

	T2   T3	T4	T5
a. RESIDENTIAL	<b>Restricted Residential:</b> The number of dwellings on each Lot is restricted to one within a Principal Building and one within an Accessory Building, with 2.0 parking places for each. Both dwellings shall be under single ownership. The habitable area of the Accessory Unit shall not exceed 440 sf, excluding the parking area.	<b>Limited Residential:</b> The number of dwellings on each Lot is limited by the requirement of 1.5 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11).	<b>Open Residential:</b> The number of dwellings on each Lot is limited by the requirement of 1.0 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards (See Table 11).
b. LODGING	<b>Restricted Lodging:</b> The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking place for each bedroom, up to five, in addition to the parking requirement for the dwelling. The Lodging must be owner occupied. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	<b>Restricted Lodging:</b> The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking place for each bedroom, up to five, in addition to the parking requirement for the dwelling. The Lodging must be owner occupied. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	<b>Open Lodging:</b> The number of bedrooms available on each Lot for lodging is limited by the requirement of 1.0 assigned parking places for each bedroom. Food service may be provided at all times. The area allocated for food service shall be calculated and provided with parking according to Retail Function.
c. OFFICE	Prohibited.	<b>Limited Office:</b> The building area available for office use on each lot is limited to the first story of the principal building and/or to the ancillary building, and by the requirement of 3.0 assigned parking places per 1000 square feet of net office space in addition to the parking requirement for each dwelling.	<b>Open Office:</b> The building area available for office use on each Lot is limited by the requirement of 2.0 assigned parking places per 1000 square feet of net office space.
d. RETAIL	Prohibited.	Prohibited.	<b>Open Retail:</b> The building area available for Retail use is limited by the requirement of 3.0 assigned parking places per 1000 square feet of net Retail space. Retail spaces under 1500 square feet are exempt from parking requirements.
e. CIVIC	by Warrant	by Warrant	by Warrant
f. OTHER	by Warrant	by Warrant	by Warrant

**TABLE F-2: Parking Calculations** The Shared Parking Factor for two Functions, when divided into the sum of the two amounts as listed on the Required Parking table below, produces the Effective Parking needed for each site involved in sharing. Conversely, if the Sharing Factor is used as a multiplier, it indicates the amount of building allowed on each site given the parking available.

**REQUIRED PARKING** (See Table F-1)

	T2   T3	T4	T5
RESIDENTIAL	2.0 / dwelling	1.5 / dwelling	1.0 / dwelling
LODGING	1.0 / bedroom	1.0 / bedroom	1.0 / bedroom
OFFICE	n/a	3.0 / 1000 sq. ft.	2.0 / 1000 sq. ft.
RETAIL	n/a	n/a	3.0 / 1000 sq. ft.
CIVIC	To be determined by Warrant		
OTHER	To be determined by Warrant		

**TABLE F-3: Specific Function & Use** This table expands the categories of Table F-1 to delegate specific Functions and uses within Transect Zones.

	T1	T2	T3	T4	T5
<b>a. RESIDENTIAL</b>					
Mixed Use Block					■
Flex Building				■	■
Apartment Building				■	■
Live/Work Unit				■	■
Row House				■	■
Duplex House				■	■
Courtyard House				■	■
Sideyard House				■	■
Treehouse / Cottage			■	■	
House		■	■	■	
Villa		■	■		
Accessory Unit		■	■	■	■
<b>b. LODGING</b>					
Hotel (no room limit)					■
Inn (up to 12 rooms)		□		■	■
Bed & Breakfast (up to 5 rooms)		□	■	■	■
<b>c. OFFICE</b>					
Office Building				■	■
Live-Work Unit			■	■	■
<b>d. RETAIL</b>					
Open-Market Building		■	■	■	■
Retail Building				■	■
Display Gallery				■	■
Restaurant				■	■
Kiosk				■	■
Push Cart					□
Liquor Selling Establishment					□

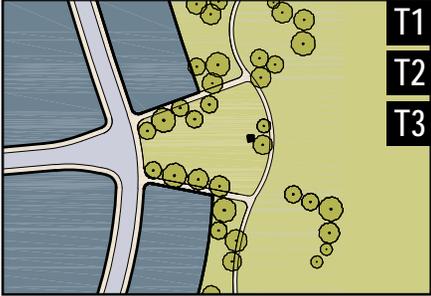
	T1	T2	T3	T4	T5
<b>e. CIVIC</b>					
Bus Shelter			■	■	■
Conference Center					□
Exhibition Center					
Fountain or Public Art		■	■	■	■
Library				■	■
Live Theater					■
Movie Theater					■
Museum					□
Outdoor Auditorium		■	■		■
Passenger Terminal					□
Playground		■	■	■	■
Surface Parking Lot				□	□
Religious Assembly		■	■	■	■
<b>f. OTHER: AGRICULTURE</b>					
Grain Storage	■	■			
Livestock Pen	□	□			
Greenhouse	■	■	□		
Stable	■	■	□		
Kennel	■	□			

	T1	T2	T3	T4	T5
<b>f. OTHER: AUTOMOTIVE</b>					
Gasoline		□			□
Automobile Service					
Drive -Through Facility					□
Rest Stop	■	■			
Roadside Stand	■	■			
Billboard					
Shopping Center					■
Shopping Mall					□
<b>f. OTHER: CIVIL SUPPORT</b>					
Fire Station			■	■	■
Police Station				■	■
Cemetery		■	□	□	
Funeral Home				■	■
Hospital					□
Medical Clinic				□	■
<b>f. OTHER: EDUCATION</b>					
College					□
High School				□	□
Trade School					□
Elementary School			□	■	■
Other- Childcare Center		■	■	■	■

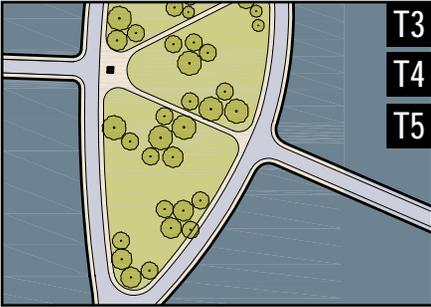
■ BY RIGHT  
□ BY WARRANT

TABLE F-4: Civic Space

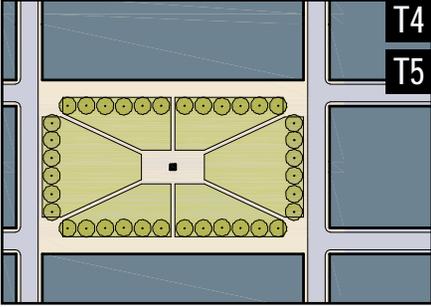
a. **Park:** A natural preserve available for unstructured recreation. A park may be independent of surrounding building Frontages. Its landscape shall consist of Paths and trails, meadows, waterbodies, woodland and open shelters, all naturalistically disposed. Parks may be lineal, following the trajectories of natural corridors. The minimum size shall be 8 acres. Larger parks may be approved by Warrant as Special Districts in all zones.



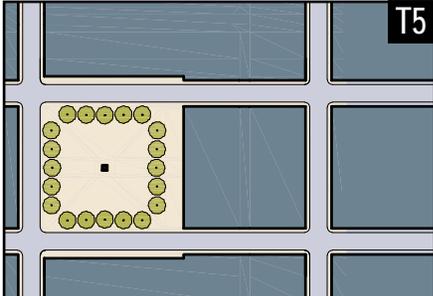
b. **Green:** An Open Space, available for unstructured recreation. A Green may be spatially defined by landscaping rather than building Frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be 1/2 acre and the maximum shall be 8 acres.



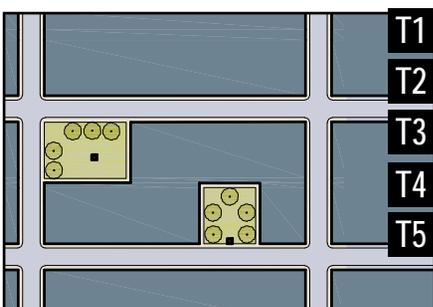
c. **Square:** An Open Space available for unstructured recreation and Civic purposes. A Square is spatially defined by building Frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important Thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.



d. **Plaza:** An Open Space available for Civic purposes and Commercial activities. A Plaza shall be spatially defined by building Frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas should be located at the intersection of important streets. The minimum size shall be 1/2 acre and the maximum shall be 2 acres.

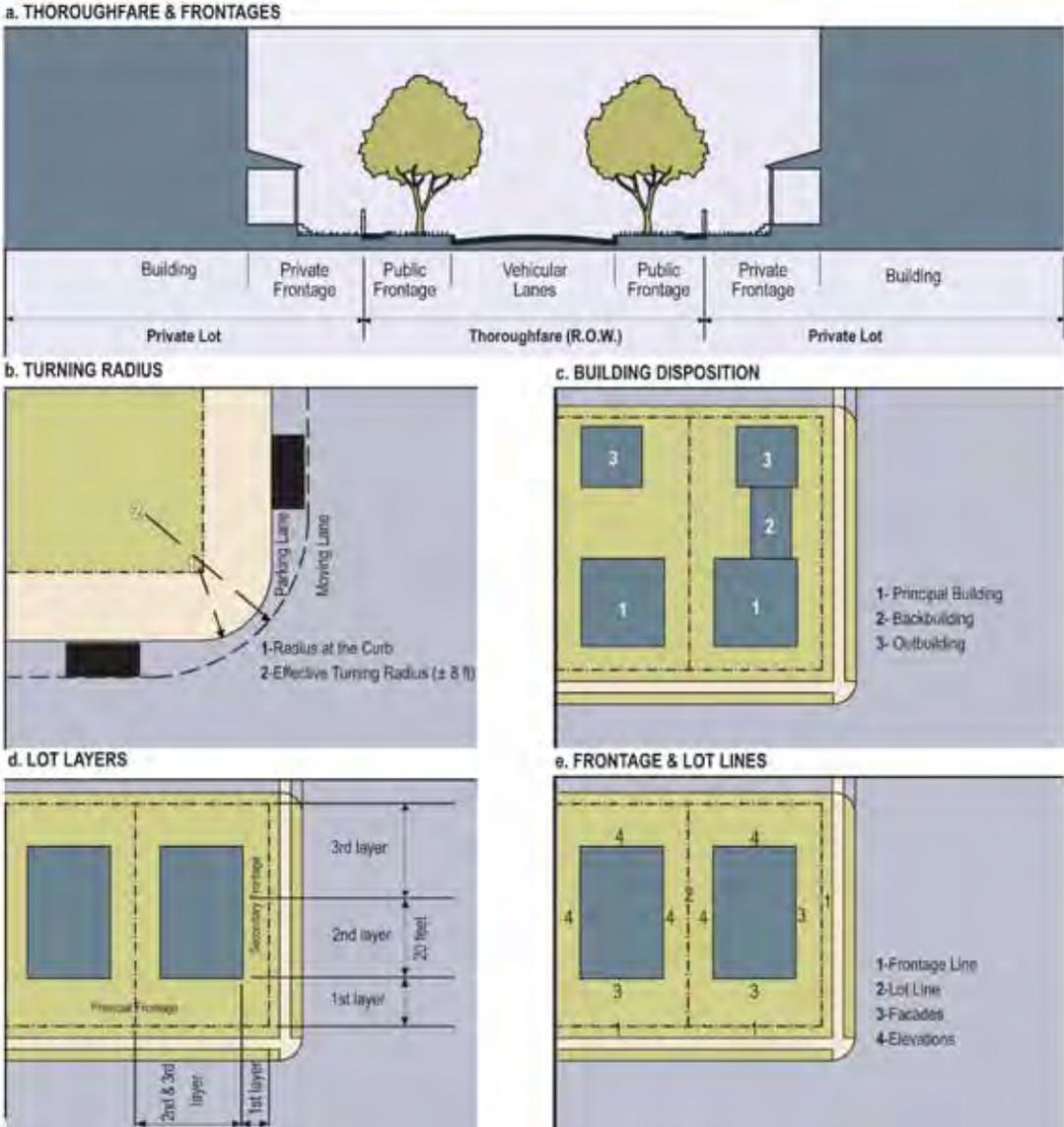


e. **Playground:** An Open Space designed and equipped for the recreation of children. A playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within Residential areas and may be placed within a Block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.



**G. Glossary & Definitions Illustrated**

TABLE G-1: Definitions Illustrated.



**DEFINITIONS**

**Allee:** a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Pedestrian Path.

**Ancillary Unit:** an apartment not greater than 600 square feet sharing ownership and utility connections with a Principal Building. An Ancillary Unit may or may not be within an outbuilding. Ancillary Units do not count toward maximum density calculations.

**Apartment:** a Residential unit sharing a building and a Lot with other units and/or uses; may be for rent, or for sale as a condominium.

**Avenue (AV):** a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

**Backbuilding:** a single-Story structure connecting a Principal Building to an Outbuilding. See Table G-1.

**Bicycle Lane (BL):** a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping.

**Bicycle Route (BR):** a Thoroughfare suitable for the shared use of bicycles and automobiles moving at low speeds.

**Bicycle Trail (BT):** a bicycle way running independently of a vehicular Thoroughfare.

**Block:** the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

**Block Face:** the aggregate of all the building Facades on one side of a Block.

**Boulevard (BV):** a Thoroughfare designed for high vehicular capacity and moderate speed. Boulevards are long-distance Thoroughfares traversing an Urbanized area. Boulevards are usually equipped with Slip Roads buffering Sidewalks and buildings. Boulevards become arterials upon exiting urban areas.

**Building Configuration:** the form of a building, based on its massing, private frontage, and height.

**Building Disposition:** the placement of a building on its lot (see Table G-1).

**Building Function:** the uses accommodated by a building and its lot. Functions are categorized as Restricted, Limited, or Open, according to the intensity of the use (see Table F-1 & F-3)

**Building Height:** the vertical extent of a building measured in stories, not including a raised basement or a habitable attic. Height limits do not apply to masts, belfries, clock towers, chimney flutes, water tanks, elevator bulkheads and similar structures. Building Height shall be measured from the average grade of the enfronting Thoroughfare.

**Building Type:** a structure category determined by function, disposition on the lot, and configuration, including frontage and height.

**By Right Permit:** a proposal for a building or community plan that complies with this code and may thereby be processed administratively, without public hearing (see Deviations).

**Civic:** the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking, or other uses deemed by the Board of Commissioners to be of particular public interest.

**Civic Building:** a building designed specifically for a civic function. The particulars of their design shall be determined by Variance.

**Civic Parking Reserve:** Parking Structure or parking lot within a quarter-mile of the site that it serves. Space may be leased or bought from this Reserve to satisfy parking requirements.

**Civic Space:** an outdoor area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping and their Enfronting buildings.

**Commercial:** the term collectively defining workplace, Office, and Retail Functions.

**Common Destination:** An area of focused community activity, usually defining the approximate center of a Pedestrian Shed. It may include without limitation one or more of the following: a Civic Space, a Civic Building, a Commercial center, or a bus stop. A Common Destination may act as the social center of a Neighborhood.

**Context:** surroundings made up of the particular combination of elements that create a specific habitat.

**Corridor:** a lineal geographic system incorporating transportation and/or Greenway trajectories. A transportation Corridor may be a lineal urban Neighborhood Zone.

**Cottage:** an Edgeyard building type. A single-family dwelling, on a regular Lot, often shared with an ancillary building in the rearyard.

**Courtyard Building:** a building that occupies the boundaries of its Lot while internally defining one or more private patios.

**Curb:** the edge of the vehicular pavement that may be raised or flush to a

**Swale:** It usually incorporates the drainage system.

**Density:** the number of dwelling units within a standard measure of land area, usually given as units per acre.

**Design Speed:** is the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: Very Low: (below 20 MPH); Low: (20-25 MPH);

Moderate: (25-35 MPH); High: (above 35 MPH). Lane width is determined by desired Design Speed.

**Developable Areas:** the net site area exclusive of all environmentally sensitive areas protected by federal, state, or local regulation (ie streams, floodways, wetlands, etc).

**Driveway:** a vehicular lane within a Lot, usually leading to a garage. A Driveway in the First Layer may be used for parking if is no more than 18 feet wide, thereby becoming subject to the constraints of a parking lot.

**Edgeyard Building:** a building that occupies the center of its Lot with Setbacks on all sides.

**Elevation:** an exterior wall of a building not along a Frontage Line. See: Facade (Table G-1).

**Enfront:** to place an element along a Frontage, as in “porches Enfront the street.”

**Estate House (Syn: country house, villa):** an Edgeyard building type. A single-family dwelling on a very large Lot of rural character, often shared by one or more Ancillary Buildings.

**Facade:** the exterior wall of a building that is set along a Frontage Line. See Elevation; Frontage Line.

**Frontage Line:** those lot lines that coincide with a public frontage. Facades along Frontage Lines define the public realm and are therefore more regulated than the elevations that coincide with other Lot Lines (see Table G-1).

**Greenway:** an Open Space Corridor in largely natural conditions which may include trails for bicycles and pedestrians.

**Home Occupation:** non-retail commercial enterprises permitted in all Neighborhood Zones. The work quarters should be invisible from the frontage, located either within the house or in an outbuilding. Permitted activities are defined by the Restrictive Office category (Table G-1).

**House (Syn: single.):** an Edgeyard building type. A single-family dwelling on a large Lot, often shared with an Ancillary Building in the rearyard.

**Inside Turning Radius:** the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn (see Table G-1).

**Layer:** a range of depth of a Lot within which certain elements are permitted. See Table G-1.

**Linear Pedestrian Shed:** A Pedestrian Shed that is elongated along an important Commercial Corridor such as a main street.

**Liner Building:** a building specifically designed to mask a parking lot or a Parking Garage from a Frontage. A Linear Building, if less than 30 feet deep and two stories, may be exempt from parking requirements.

**Live-Work:** a fee-simple dwelling unit that contains a Commercial component anywhere in the unit. See Work-Live. (Syn.: flexhouse.)

**Lodging:** premises available for daily and weekly renting of bedrooms. The area allocated for food service shall be calculated and provided with parking according to retail use.

**Lot Line:** the boundary that legally and geometrically demarcates a Lot (see Frontage Line). Such lines appear graphically on Community and Site Plans. Codes reference lot lines as the baseline for measuring setbacks (see Table G-1).

**Lot Width:** the length of the Principal Frontage Line of a Lot.

**Manufacturing:** premises available for the creation, assemblage and/or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their Retail sale.

**Meeting Hall:** a building available for gatherings, including conferences, that accommodates at least one room equivalent to a minimum of 10 square feet per projected dwelling unit within the Pedestrian Shed in which it is located. A Meeting Hall shall be completed upon the sale of 75% of the dwelling units. The Meeting Hall may be used for the marketing purposes of the development until the sale of 75% of the dwelling units, at which time control of its use shall be given to the Homeowners Association or other such group or entity established for the purpose of managing common or private property within the development.

**Mixed Use:** multiple Functions within the same building through super imposition or adjacency, or in multiple buildings within the same area by adjacency. Mixed Use is one of the principles of TND development from which many of its benefits are derived, including compactness, pedestrian activity, and parking space reduction.

**Neighborhood:** an urbanized area at least 20 acres that is primarily Residential. A Neighborhood shall be based upon a partial or entire Standard Pedestrian Shed. The physical center of the Neighborhood should be located at an important traffic intersection associated with a Civic or Commercial Institution.

**Net Developable Area, Net Site Area:** the developable areas of a site.

**Office:** premises available for the transaction of general business but excluding Retail, artisanal and Manufacturing uses.

**Outbuilding:** an Accessory Building, usually located toward the rear of the same Lot as a Principal Building. It is sometimes connected to the Principal Building by a Backbuilding. Outbuildings shall not exceed 600 square feet of habitable space, excluding parking areas. See Table G-1.

**Parking Structure:** a building containing two or more Stories of parking. Parking Structures shall have Linear Buildings at the first story or higher.

**Passage (PS):** a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages. Passages may be roofed over.

**Path (PT):** a pedestrian way traversing a Park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban Sidewalk network.

**Pedestrian Shed:** an area, approximately circular, that is centered on a Common Destination. A Pedestrian Shed is applied to determine

the approximate size of a Neighborhood. A Standard Pedestrian Shed is 1/4 mile radius or 1320 feet, about the distance of a five-minute walk at a leisurely pace. It has been shown that provided with a pedestrian environment, most people will walk this distance rather than drive. The outline of the shed must be refined according to actual site conditions, particularly along Thoroughfares. A Long Pedestrian Shed is 1/2 mile radius or 2640 feet (sometimes called a “walkshed” or “walkable catchment”). A Linear Pedestrian Shed is elongated to follow a Commercial Corridor. See Standard, Long, or Linear Pedestrian Shed.

**Planter:** the element of the Public Frontage which accommodates street trees, whether continuous or individual.

**Primary-Secondary Grid:** Thoroughfare destinations appearing on the Regulating Plan. Buildings on the P-Grid are subject to all of the provisions of this Code. Buildings on the S-Grid are exempt from certain provisions, allowing for Warranted open parking lots, unlined parking decks, drive-throughs and hermetic building fronts.

**Principal Building:** the main building on a Lot, usually located toward the Frontage. See Table G-1.

**Private Frontage:** the privately held Layer between the Frontage Line and the Principal Building Facade. The structures and landscaping within the Private Frontage may be held to specific standards. The variables of Private Frontage are the depth of the setback and the combination of architectural elements such as fences, stoops, porches, and galleries (see Table E-3).

**Public Frontage:** the area between the Curb of the vehicular lanes and the Frontage Line. Elements of the Public Frontage include the type of curb, walk, planter, street tree and streetlight.

**Rear Alley (RA):** a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Alleys should be paved from building face to building face, with drainage by inverted crown at the center or with roll Curbs at the edges.

**Rear Lane (RL):** a vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings and containing utility easements. Rear Lanes may be paved lightly to Driveway standards. The streetscape consists of gravel or landscaped edges, has no raised Curb, and is drained by percolation.

**Rearyard Building:** a building that occupies the full Frontage Line, leaving the rear of the Lot as the sole yard. This is a more urban type, as the continuous facade spatially defines the public thoroughfare. For its residential function, this type yields a rowhouse. For its commercial function, the rear yard can accommodate substantial parking.

**Residential:** characterizing premises available for long-term human dwelling.

**Retail:** characterizing premises available for the sale of merchandise and food service.

**Retail Frontage Line:** Frontage Lines designated on a Community Plan that requires or recommends the provision of a Shopfront, causing the ground level to be available for Retail use.

**Road (RD):** a local, rural and suburban Thoroughfare of low vehicular speed and capacity. Its public frontage consists of swales drained by percolation and a walking path or bicycle trail along one or both sides. The landscaping consists of multiple species composed in naturalistic clusters.

**Rowhouse:** a single-family dwelling that shares a party wall with another of the same type and occupies the full Frontage Line. See Rearyard Building. (Syn: Townhouse)

**Secondary Grid:** see Primary-Secondary Grid.

**Setback:** the area of a Lot measured from the Lot line to a building Facade or Elevation. This area must be maintained clear of permanent structures with the exception of: galleries, fences, garden walls, arcades, porches, stoops, balconies, bay windows, terraces and decks (that align with the first story level) which are permitted to encroach into the Setback (see Table G-1).

**Shared Parking:** an accounting for parking spaces that are available to more than one Function. The requirement is reduced by a factor, Principal Building: the main building on a Lot, usually located toward the Frontage. The Shared Parking ratio varies according to multiple functions in close proximity which are unlikely to require the spaces at the same time.

**Sideyard Building:** a building that occupies one side of the Lot with a Setback on the other side.

**Sidewalk:** the paved layer of the public frontage dedicated exclusively to pedestrian activity.

**Specialized Building:** a building that is not subject to Residential, Commercial, or Lodging classification.

**Standard Pedestrian Shed:** an area, approximately circular, that is centered on a Common Destination. A Pedestrian Shed is applied to determine the approximate size of a Neighborhood. A Standard Pedestrian Shed is 1/4 mile radius or 1320 feet, about the distance of a five-minute walk at a leisurely pace. It has been shown that provided with a pedestrian environment, most people will walk this distance rather than drive. The outline of the shed must be refined according to actual site conditions, particularly along Thoroughfares. A Long Pedestrian Shed is 1/2 mile radius or 2640 feet (sometimes called a "walkshed" or "walkable catchment"). A Linear Pedestrian Shed is elongated to follow a Commercial Corridor. See Pedestrian Shed.

**Story:** a habitable level within a building of no more than 14 feet in height from finished floor to finished ceiling. Attics and raised basements are not considered stories for the purposes of determining building height.

**Street (ST):** a local urban Thoroughfare of low speed and capacity. Its public frontage consists of raised curbs drained by inlets and sidewalks separated from the vehicular lanes by a planter and parking on both sides. The landscaping consists of regularly placed street trees.

**Streetscreen:** sometimes called Streetwall. A freestanding wall built along the frontage line, or coplanar with the facade, often for the purpose of masking a parking lot from the Thoroughfare. Streetscreens should be between 3.5 and 8 feet in height and constructed of a material matching the adjacent building facade. The streetscreen may be a hedge or fence by Warrant. Streetscreens shall have openings no larger than is necessary to allow automobile and pedestrian access. In addition, all streetscreens over 5 feet high should be 30% permeable or articulated to avoid blank walls.

**Substantial Modification:** alteration to a building that is valued at more than 50% of the replacement cost of the entire building, if new.  
**Terminated Vista:** a location at the axial conclusion of a Thoroughfare. A building located at a Terminated Vista designated on a Regulating Plan is required or recommended to be designed in response to the axis.

**Thoroughfare:** a vehicular way incorporating moving lanes and parking lanes within a right-of-way (see Table G-1).

**Townhouse:** See Rearyard Building. (Syn: Rowhouse)

**Transition Line:** a horizontal line spanning the full width of a facade, expressed by a material change or by a continuous horizontal articulation such as a cornice or a balcony.

**Type:** a category determined by function, disposition, and configuration, including size or extent. There are street types, civic space types, etc. (See also: Building Type).

**Variance:** a ruling that would permit a practice that is not consistent with either a specific provision or the Intent of this Code. Variances are usually granted by the Board of Appeals in a public hearing.

**Warrant:** a ruling that would permit a practice that is not consistent with a specific provision of this Code, but that is justified by its Intent. Warrants are usually granted administratively by the Planning Director.

**Work-Live:** a fee-simple mixed-use unit with a substantial Commercial component that may accommodate employees and walk-in trade. Therefore the unit shall require ADA compliance for accessibility. See Live-Work. (Syn: Live-With.)

**REFERENCES:**

Duany Plater-Zyberk and Company (DPZ). (2007). Smartcode 9.2. Miami, FL: internet publication.

- [Annual Reports](#)
- [Foreclosures](#)
- [Incorporations](#)
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## Zoning Notices

1 result total, viewing 1 - 1

Z-1856 NOTICE OF PUBLIC HEARING CHEROKEE COUNTY BOARD OF COMMISSIONERS Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing on Tuesday, November 6th, 2012 at 6:00 P.M. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia. The Board will hear a request for modification of conditions on Resolution 2004-R-132, Case 90-09-018. Applicant Redmont Park, Inc. is asking for the Cherokee County Board of Commissioners to amend the conditions of the zoning and adopt the Etowah Land Development Standards as the regulatory document for all land development within the development site. Property is zoned PUD (Planned Unit Development) and is located on State Route 372 and Creighton Road in Land Lots 167, 168, 192, 193,194, 240, 241, 242, 243, 244, 261, 262, 263, 264, 265, 312, 313, 314, 315, 316, 317, 331, 332, 333, 334, 335, 386, 387, 388, 389, 390, 391, 402, 403, 404, 405, 406, 459, 462, 463, 478, 479, 480 of the 3rd District and 2nd Section on Cherokee County Map 03N13 and Parcels 047,047A, Map 03N21 and Parcels 038, 038A, 121 A and is 1378.27+/- acres. An exact legal description of the property is on file at the Cherokee County Planning and Land Use Office, 1130 Bluffs Parkway, Canton, Georgia and may be reviewed along with any other information regarding this request, between 8:00 a.m. and 5:00 p.m. Monday through Friday. Information about this case is also available at [www.cherokeega.com](http://www.cherokeega.com) through the CherokeeStatus page. Meetings of the Board of Commissioners are open to the public. As set forth in the Americans with Disabilities Act of 1992, the Cherokee County government does not discriminate on the basis of disability, and will assist citizens with special needs, and will be given seven (7) working days advance notice. For information, please call 678-493-6101. 10:19

10/19/12

Julius Bridge & Creighton Rd



Creighton Rd



Creighton Rd.





372



ZONING  
NOTICE

DO NOT

678-493-8111

## Cherokee County, Georgia Agenda Request

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SUBJECT: Northside Hospital Cherokee Contribution

MEETING DATE: 11/6/2012

SUBMITTED BY: Chief Tim Prather, Fire/ES

---

**COMMISSION ACTION REQUESTED:**

To accept donation of five (5) 12 lead cardiac monitors from Northside Hospital Cherokee.

---

**FACTS AND ISSUES:**

The equipment, through this donation, will enhance the cardiac related services provided to the citizens of Cherokee County. This enhancement allows us to parallel with the "Dial Don't Drive" campaign by utilizing this equipment to transmit 12-lead EKG to Northside Cherokee facility and activating the emergency catheterization teams well in advance of arriving patients to the E.R. facility.

---

**BUDGET:**

Budgeted Amount:	\$N/A	Account Name:
Amount Encumbered:	\$0	Account #:
Amount Spent to Date:	\$0	
Amount Requested:	\$N/A	
Remaining Budget:	\$	

Budget Adjustment Necessary: Yes      No       Note: If yes, please attach budget amendment formContract Approval Required: Yes      No   
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

---

**ADMINISTRATIVE RECOMMENDATION:**

Accept donation of cardiac monitors from Northside Hospital to Cherokee County Fire and Emergency Services.

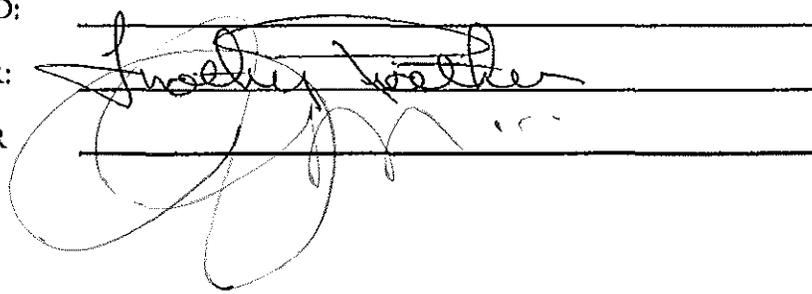
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**REVIEWED BY:**

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

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

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





### Cherokee County, Georgia Agenda Request

**SUBJECT:** Surplus of Office Furniture & Electronic Equipment  
**SUBMITTED BY:** Bryan Reynolds, CRPA Director

**MEETING DATE:** 11/6/12

**COMMISSION ACTION REQUESTED:**

Consideration to Surplus Various Outdated Electronic Equipment and Office Furniture from Cherokee Recreation & Parks Agency

**FACTS AND ISSUES:**

Requesting approval to surplus several printers, one (1) computer and modem at the next Electronics Recycling Day. The office furniture is in poor condition; has no value and would be trash.

**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 to Surplus Various Outdated Electronic Equipment and Office Furniture from Cherokee Recreation & Parks Agency

**REVIEWED BY:**

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

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

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

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

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

The signature lines for AGENCY DIRECTOR, COUNTY MANAGER, and APPROVED AS TO LEGAL FORM contain handwritten signatures. The signature for the AGENCY DIRECTOR is clearly legible as 'Bryan Reynolds'. The signature for the COUNTY MANAGER is a large, stylized signature. The signature for APPROVED AS TO LEGAL FORM is also a large, stylized signature.

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

SURPLUS PROPERTY TRANSFER FORM

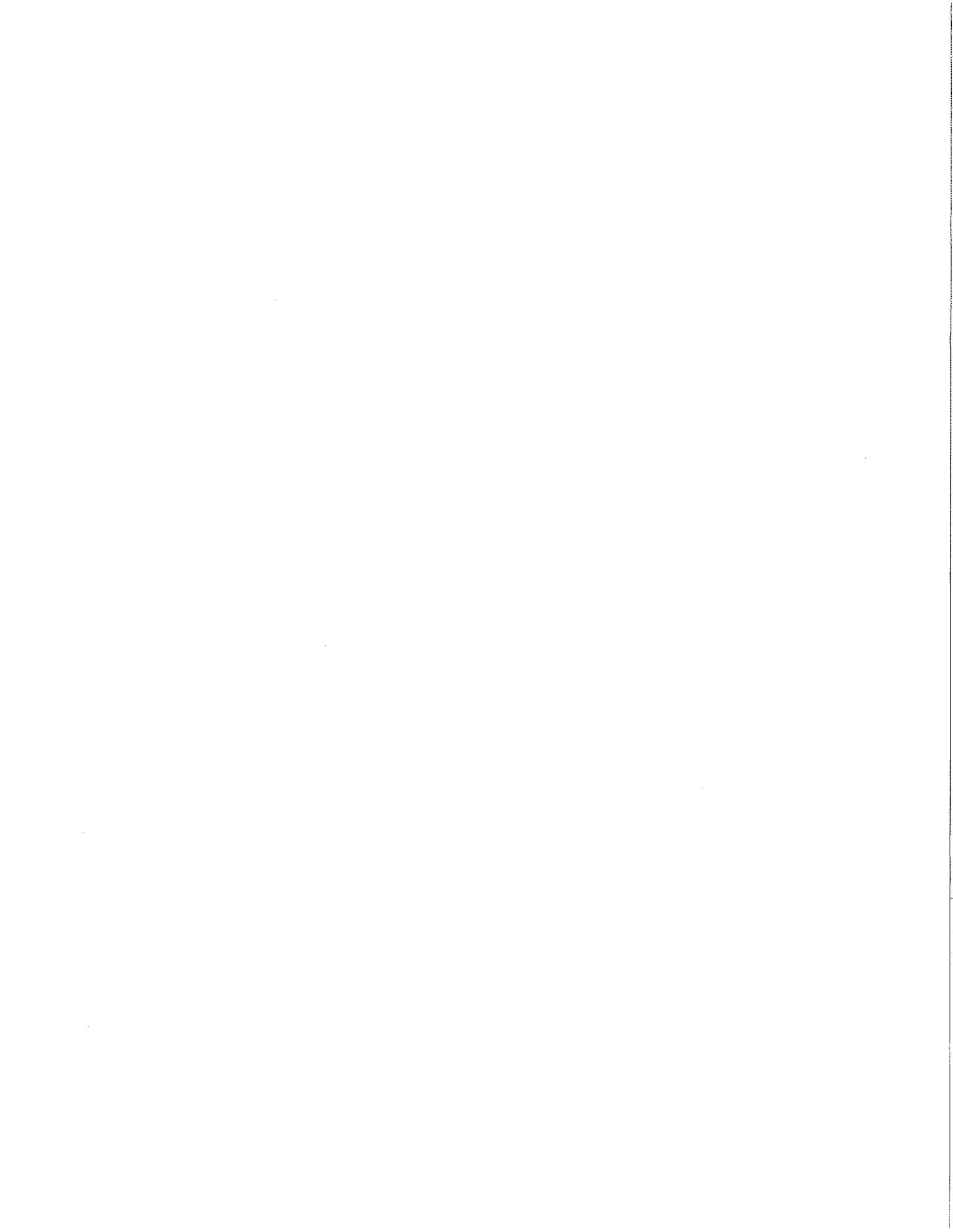
Date: 10/11/2012

Transferred From: Cherokee Recreation and Parks Agency 7545 Main Street, Bldg 200 Woodstock, GA 30188	Transferred To:
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Action Requested: \_\_\_\_\_ Transfer      x   Surplus    \_\_\_\_\_ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Polaroid Camera	F	CRPAuthority	Elec. Recycling	
2	1	Gateway notebook #0033196949	F	CRPAuthority	"	
3	1	HP deskjet 5740 #MY49F132NF	F	CRPAuthority	"	
4		HP deskjet 5740 #MY49F132N7	F	CRPAuthority	"	
5		HP deskjet 5150 #MY3B74PSDQ	F	CRPAuthority	"	
6		HP deskjet 5940 #CN5AG120DM	F	CRPAuthority	"	
7		HP Color laserjet 3000dn #CNWCS00683	F	CRPAuthority	"	
8		HP Officejet 6110 #MY341F22RG	F	CRPAuthority	"	
9		Black folding table #084w49.801	P	CRPAuthority	TRASH	
10		Dell Computer Modem #4W2B3F1	P	CRPAuthority	Elec. Recycling	
11		Metal filing cabinet	P	CRPAuthority	TRASH	
12		Red rolling chair #0g10d	P	CRPAuthority	"	
13		Red chair #00r0w	P	CRPAuthority	"	
14		red leather office chair #DG6DPS	P	CRPAuthority	"	

Purchasing Representative Signature: <i>[Signature]</i> Title: <i>Procurement Specialist</i> Date: <i>10-15-12</i>	Dept Property Coordinator Signature: <i>[Signature]</i> Title: <i>CRPA Director</i> Date: <i>10/15/12</i>	Received By Signature: Title: Date:
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# Cherokee County, Georgia Agenda Request

Agenda No.  
1.3

SUBJECT: Final Acceptance  
Woodmont, Subdivision  
Units 14A

MEETING DATE: November 6, 2012

SUBMITTED BY: Geoffrey E. Morton

---

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont Subdivision Unit 14A.

---

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 14A. 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 14A - Ridgemoor Trace – 1525 LF  
Wexford Court – 1,780 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 14A.

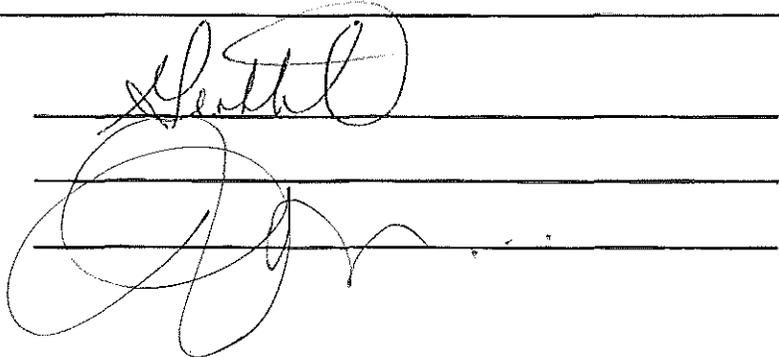
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REVIEWED BY:

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

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

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





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

October 29, 2012

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

**Re: Final Acceptance – Woodmont, Unit 14A, including all or a portion of:  
Ridgemoor Trace (1,525 L.F.) and all or a portion of Wexford Court (255  
L.F.) for a total of 1,780 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 black ink, appearing to read "Kenny Phelps".

Kenny Phelps  
Development Inspection Manager

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

Geoffrey E. Morton, P.E.  
County Engineer

GEM/jcc



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

**RESOLUTION**

**A Resolution accepting** the streets or portions of streets within **Woodmont Unit 14A**, for County Maintenance.

**Whereas**, it is hereby found and determined that **Woodmont Unit 14A** does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

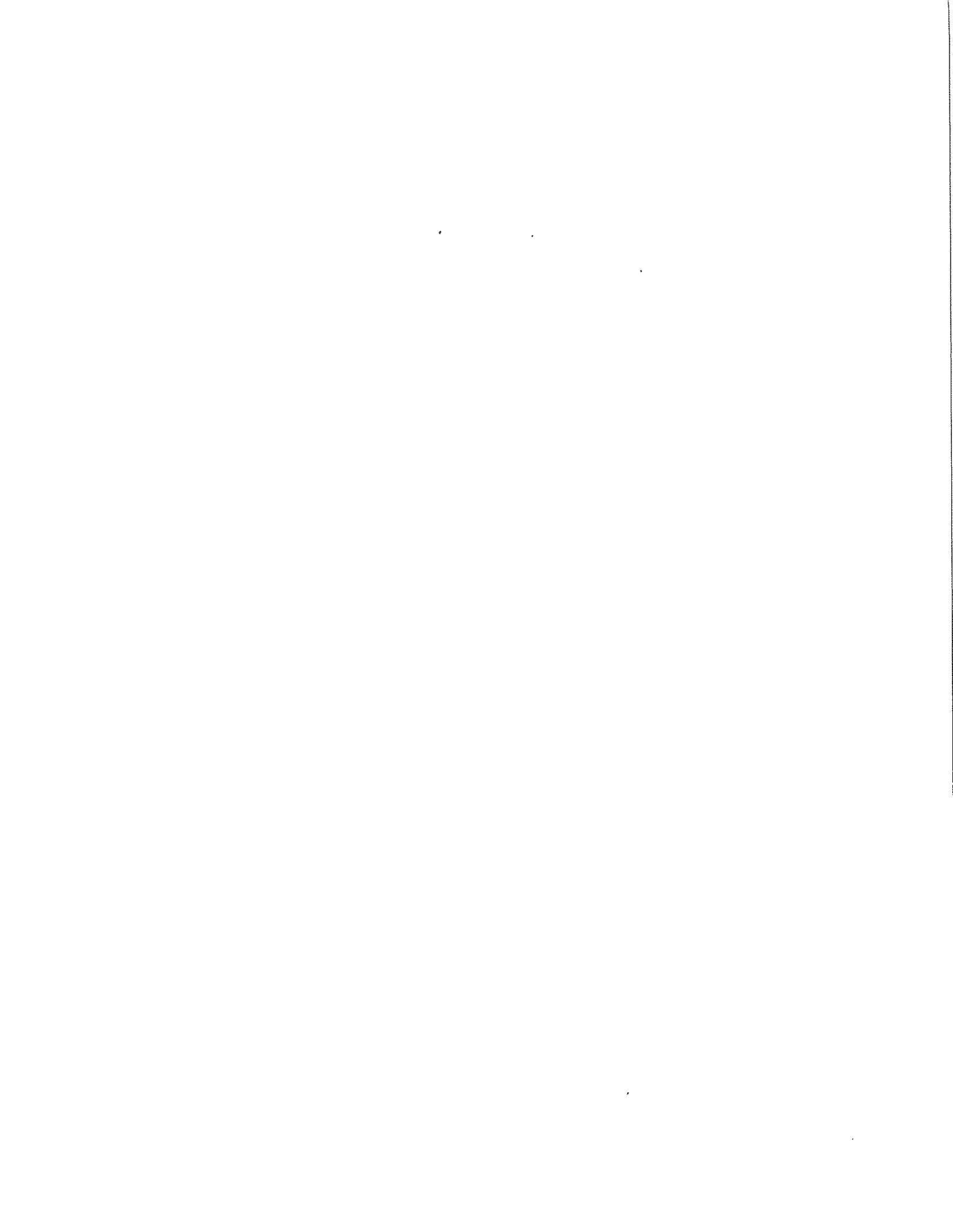
**Now Therefore**, be it resolved by the Board of Commissioners of Cherokee County that all or a portion of **Ridgemoor Trace (1,525 L.F.)** and all or a portion of **Wexford Court (255 L.F.)** for a total of **1,780 L.F.** both having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Woodmont Unit 14A**, and located in **Land Lots 1024, 1065, & 1066, 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

SUBJECT: Surplus Equipment

MEETING DATE: 11/6/2012

SUBMITTED BY: Kristi Thompson for Juvenile Court

---

COMMISSION ACTION REQUESTED:

Consider authorization to surplus outdated electronic equipment from Juvenile Court.

---

FACTS AND ISSUES:

The attached Surplus Property Transfer forms have been submitted by the Juvenile Court for disposal/recycle. There will be no cost to the County to surplus these items.

All equipment is either outdated or not working and of no value. The Procurement and Risk Management Department and the Property Management Department are in agreement with the disposal of these items.

---

BUDGET:

Budgeted Amount:

Account Name: NA

Amount Encumbered:

Account #: NA

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.

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ADMINISTRATIVE RECOMMENDATION:

Authorize Property Management to surplus the outdated electronic equipment from the Juvenile Court at the Justice Center.

---

REVIEWED BY:

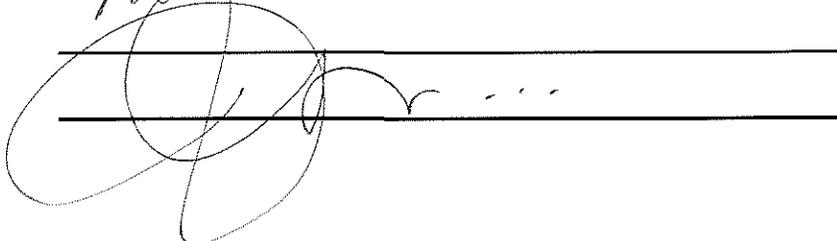
DEPARTMENT HEAD:



AGENCY DIRECTOR:

---

COUNTY MANAGER



Date: October 9, 2012

Transferred From: <u>Juvenile Court</u> <u>12600000</u>	Transferred To: <u>Surplus</u>
--	-----------------------------------

Action Requested:  Transfer  Surplus  Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Picturetel Video equipment SN# 005707	poor		Disposal	N/A
2	1	GE 32" Monitor / TV SN # 903626805	poor		↓	↓
3	1	Orion TV/VCR # 755805010067	poor			
4	1	Broksonic DVD player SN# 1103-8X43137R	poor			
5	1	TV Metal stand/Cart	fair			
6	1	Chun Univision 32" monitor/TV SN# 66009583583	poor			

Purchasing Representative Signature: <u>[Signature]</u> Title: <u>Procurement Specialist</u> Date: <u>10-17-12</u>	Dept Property Coordinator Signature: <u>[Signature]</u> Title: <u>Judge</u> Date: <u>Oct. 11, 2012</u>	Received By Signature: <u>NIA</u> Title: <u>[Signature]</u> Date:
---	---	--

\*all items located in Room 235 (juryroom next to suite 230)

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

SURPLUS PROPERTY TRANSFER FORM

Date: October 9, 2012

Transferred From: <u>Juvenile Court</u> <u>12600000</u>	Transferred To: <u>Surplus</u>
--	-----------------------------------

Action Requested:  Transfer  Surplus  Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	TV/video equipment cart	poor		Disposal	N/A
2	1	picturetel web camera SN# 540-0430-02	poor			
3	1	Cannon web camera SN# 1110310388	poor			
4	1	19" Panasonic TV	poor			
5	1	wood kiosk	poor			
6	1	Pioneer DVD player SN# ABMP01900AUS	poor			
7	1	Gateway CPU Microsoft VKQ4W-4PRHG-KC46R-VJ6YW-6VM2Y	poor			

Purchasing Representative Signature: <u>[Signature]</u> Title: <u>Sr Proc Specialist</u> Date: <u>10-17-12</u>	Dept Property Coordinator Signature: <u>[Signature]</u> Title: <u>Judge</u> Date: <u>Oct. 11, 2012</u>	Received By Signature: <u>N/A</u> Title: Date:
---	---	---

Date: October 9, 2012

Transferred From: <u>Juvenile Court + 12600000</u>	Transferred To: <u>Surplus</u>
--	--------------------------------

Action Requested:  Transfer  Surplus  Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	IBM flatscreen Monitor SN# 1S9511HW22300693	poor		↓	N/A
2	1	HP office jet printer / fax SN# SG95QB80X3	poor			
3	1	pair Dell speakers	fair			
4	1	Dell keyboard CN-0J4624-37172-4BT-012D	fair			
5	1	Dell mouse	fair			
6	1	Dell 17" monitor CN-0P0151-64180-435-02XA	poor			
7	1	Dell 17" monitor CN-0P0151-64180-435-02WH	poor			
Purchasing Representative		Dept Property Coordinator		Received By		
Signature: <u>[Signature]</u>		Signature: <u>[Signature]</u>		Signature: <u>[Signature]</u>		
Title: <u>Spec Specialist</u>		Title: <u>Judge</u>		Title: <u>N/A</u>		
Date: <u>10-17-12</u>		Date: <u>Oct. 11, 2012</u>		Date: <u>[Signature]</u>		

all items located in Room 235 (jury room next to suite 230)  
 page 3 of 4

Date: October 9, 2012

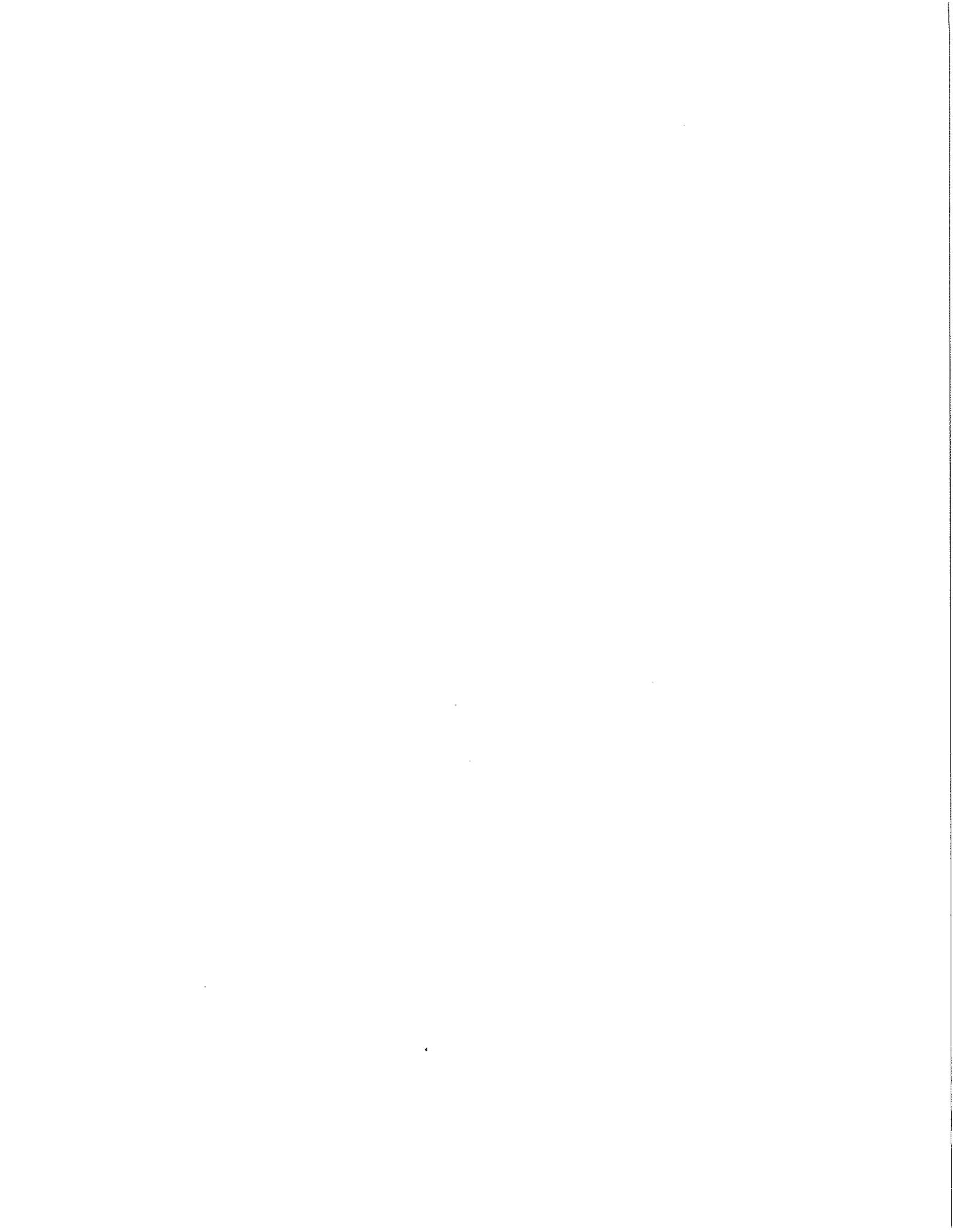
Transferred From: <u>Juvenile Court</u> <u>12600000</u>	Transferred To: <u>Surplus</u>
--	-----------------------------------

Action Requested:  Transfer  Surplus  Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Gateway 17" monitor SN# B5C223808231	poor		Disposal	N/A
2	1	Dell 17" monitor CN-OP0151-64180-472-304X	poor		↓	↓
3	1	IBM Typewriter SN# 13567000737612			↓	↓

Purchasing Representative Signature: <u>[Signature]</u> Title: <u>Sr Proc 3/16/12</u> Date: <u>10-17-12</u>	Dept Property Coordinator Signature: <u>[Signature]</u> Title: <u>Judge</u> Date: <u>Oct. 11, 2012</u>	Received By Signature: <u>[Signature]</u> N/A Title: Date:
--	---	---

\*all items located in Room 235 (jury room next to Suite 230)  
 page 4 of 4



### Cherokee County, Georgia Agenda Request

---

SUBJECT: Partnership Agreement with the Cherokee Board of Education      MEETING DATE: November 6, 2012

SUBMITTED BY: Susan Garcia, Director, Animal Shelter

---

**COMMISSION ACTION REQUESTED:**

Consider approval of Partnership Agreement between the County and Cherokee County Board of Education.

---

**FACTS AND ISSUES:**

The agreement between Cherokee County Animal Shelter and Cherokee County School District remains the same with the addition of Homeless Pet Clubs. Cherokee County Animal Shelter and Cherokee County School District have agreed to work together to establish a Homeless Pet Club in every school.

---

**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.

---

**ADMINISTRATIVE RECOMMENDATION:**

To approve the Partnership Agreement between the County and the Cherokee County Board of Education.

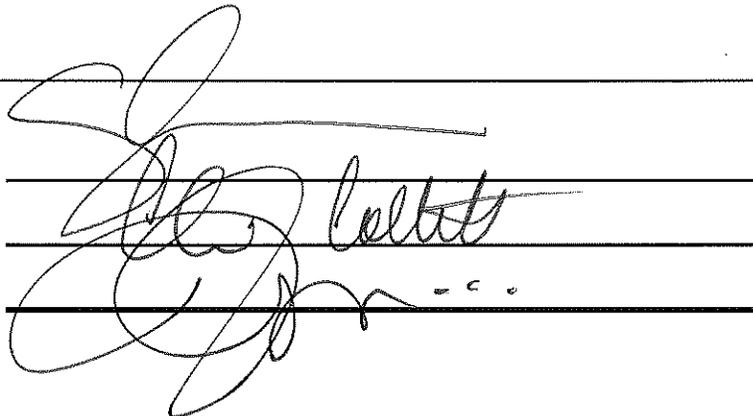
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**REVIEWED BY:**

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

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

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



COPY

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

THE CHEROKEE COUNTY ANIMAL SHELTER

This agreement entered into on this ~~19<sup>th</sup> day of January, 2006~~ 19<sup>th</sup> day of April, 2012 by and between The Cherokee County Board of Education, hereinafter referred to as "School Board".

AND

The Cherokee County Animal Shelter, hereinafter referred to as "CCAS."

WHEREAS, the missions of CCBOE and CCAS both strive to educate and enable Cherokee County students to become responsible and contributing citizens; and,

WHEREAS, humane education is a vital part of the assurance that animals are treated with respect and that the overpopulation of companion animals is looked at by citizens who can reason, communicate effectively, as well as gather and summarize information; and,

WHEREAS, CCAS values the future of the community for students, citizens and the human /animal bond, a cooperative partnership would be a valuable asset to both CCAS and the School Board; and,

WHEREAS, CCAS and the School Board both place great importance on the need for technological and scientific advancement to better the lives of humans and animals; and,

WHEREAS, CCAS agrees to support the School Board in promoting student achievements in all subjects including math, science and technology.

## ARTICLE I

Now therefore in consideration of the covenants and conditions set forth herein the parties agree as follows:

## ARTICLE II

CCAS will:

1. Serve on School District committees and advisory panels that relate to cooperative goals.
2. Provide Tours for student groups at the Cherokee County Animal Shelter and humane education material and speeches as requested by the School District.
3. Allow for School District full-time employees and School Board Members to receive a \$10 reduction of the adoption fee for animals adopted from CCAS.
4. Provide volunteer, educational and/or internship opportunities for students who are at least 17 years of age.
5. Pursue joint grant opportunities in both parties' interests.
6. Provide volunteers to judge/participate in various School District academic competitions.
7. Provide staff members and/or volunteers to coordinate Homeless Pet Clubs for interested schools to educate students about pets, pet care and careers related to pet care and offer students volunteer opportunities to aid CCAS in finding permanent homes for homeless pets.
8. Participate in various school functions (career days, vocational week, Read Across America) when staff members and/or volunteers are available.
9. Accept all children/interested participants for participation within its programs without regard to their gender, race, political affiliation, age, national origin or handicapping condition. Children/participants with handicaps must be provided all necessary levels of supervision and must be included within the activities of the partnering organization. As a result of this partnership agreement, CCAS must adhere to all local, State or Federal laws regarding education.

### ARTICLE III

The School Board will:

1. Allow CCAS to be a recipient of student supply drives and fundraisers as approved by school principals.
2. Promote humane education and encourage students to educate themselves in the proper care of companion animals.
3. Include a category in Invention Convention competitions revolving around the companion animal overpopulation problem in Cherokee County and nationwide.
4. Encourage essay assignments in all grade levels on subjects including overpopulation, animal cruelty (when age appropriate) and companion animal overpopulation.
5. Promote CCAS programs and events through existing communication channels, as permitted by School Board policy.
6. Encourage the formation of a Homeless Pets Club at each school.

### ARTICLE IV

The term of this agreement is from ~~January 19, 2006 through January 18, 2007~~ April 19, 2012 through April 19, 2013 and may be terminated by either party upon 30 days notice with or without cause. This contract shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

### ARTICLE V

All notice of this contract shall be given to the Superintendent of Cherokee County Schools at 110 Academy Street, Canton, GA 30114 and the Director, Cherokee Animal Shelter at 131 Chattin Drive, Canton, GA, 30114.

IN WITNESS WHEREOF the parties have executed this document the first date referred to herein:

---

**Cherokee County Animal Shelter**

**Cherokee County Board of Commissioners**

\_\_\_\_\_  
Sue Garcia, Director

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

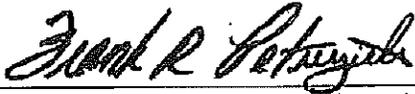
**Cherokee County Board of Education**

ATTEST:



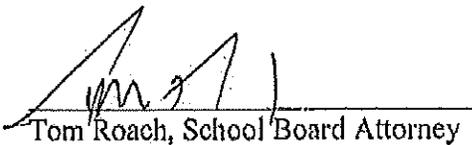
\_\_\_\_\_  
Mike Chapman, Chairman

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



\_\_\_\_\_  
Dr. Frank R. Petruzielo, Superintendent of Schools

Approved as to form:

  
\_\_\_\_\_  
Tom Roach, School Board Attorney





Cherokee County, Georgia  
Agenda Request

Agenda No.  
1.6

SUBJECT: Blue Ridge Judicial Circuit Drug Court Grant MEETING DATE: NOVEMBER 6, 2012

SUBMITTED BY: Jennifer Williams, Coordinator, BRJC Drug Accountability Court

COMMISSION ACTION REQUESTED:

Accept Grant Award of \$ 134,591 for the Blue Ridge Judicial Circuit Drug Accountability Court

FACTS AND ISSUES:

- Grant supports the establishment of an Adult Felony Drug Court
- Grant Application for funding approved on the September 4, 2012 BOC Agenda
- Grant is administered by the Criminal Justice Coordinating Council
- Award period is 10/01/12 – 06/30/13
- Award amount is \$ 134,591. No Match required.
- The grant creates 2 new positions. A Case Manager at 40 hours/week and a Compliance Officer at 20 hours week. If funding becomes unavailable, the positions will be eliminated.

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:

*Jennifer P Williams* 11/2/12

COUNTY ATTORNEY:

COUNTY MANAGER:

*[Signature]*

## ACCOUNTABILITY COURT FUNDING COMMITTEE

### APPROVED GRANT FUNDING

For the last three quarters of FY13  
October 1, 2012 – June 30, 2013

**COURT NAME:** Blue Ridge Judicial Circuit Drug Court  
(FY13 Implementation Court)  
**PRESIDING JUDGE:** Hon. Ellen McElyea  
**FY13 GRANT AWARD:** \*\$134,591

Your FY13 award total is allocated as follows and is reimbursed by request to CJCC as directed in the attached documents:

<u>Budget Worksheet Category</u>	<u>Line Item Approvals</u>	<u>Category Total</u>
A.1 Personnel/Salaries:	Compliance Officer - \$9,000 Case Manager - \$21,996	\$30,996
A.2 Personnel/Fringe Benefits:	Compliance Officer - \$3,650 Case Manager - \$7,857	\$11,507
B. Travel:	AOC Annual State Conference - \$3,534 Mentor Site Visit - \$3,648	\$7,182
C. Equipment:		\$0
D. Supplies:	Desk phone, Printer, Desk, Chair, Filing Cabinets, Test Day Lite Phone System	\$10,202
E. Printing:		\$0
F.1 Other/Miscellaneous:	Specialty Drug Tests - \$2,800 Client Support - \$3,000 Drug Tests - \$16,704	\$22,504
F.2.a. Consultant Fees:	Treatment Provider - \$36,000 Compliance/Monitoring - \$1,600 Mental Health Evaluation - \$5,000 Mental Health Treatment - \$9,600	\$52,200
F.2.b Consultant Expenses:		\$0

\* Awarded provisionally (see 'independent coordinator' special conditions)



## STATE OF GEORGIA

OFFICE OF THE GOVERNOR

ATLANTA 30334-0900

Nathan Deal  
GOVERNOR

October 26, 2012

Judge Ellen McElyea  
Blue Ridge Judicial Circuit Superior Court  
Cherokee County Justice Center, 90 North Street, Suite 240  
Canton, Georgia 30114

Dear Judge McElyea:

Congratulations! I am pleased to notify you that the Accountability Court Funding Committee has awarded a grant to the Blue Ridge Judicial Circuit Superior Court in the amount of \$134,591. This grant award is effective October 1, 2012.

As you know, expanding and strengthening accountability courts in Georgia is not only one of my top initiatives as Governor but also a very strong personal interest. I have seen firsthand the success stories that come out of courtrooms like yours. In most circumstances, programs made available through your accountability court are an individual's last resort before entering a downward spiral into crime. By providing you with the resources you need and expanding these services throughout the state, we can improve public safety by rehabilitating the appropriate offenders.

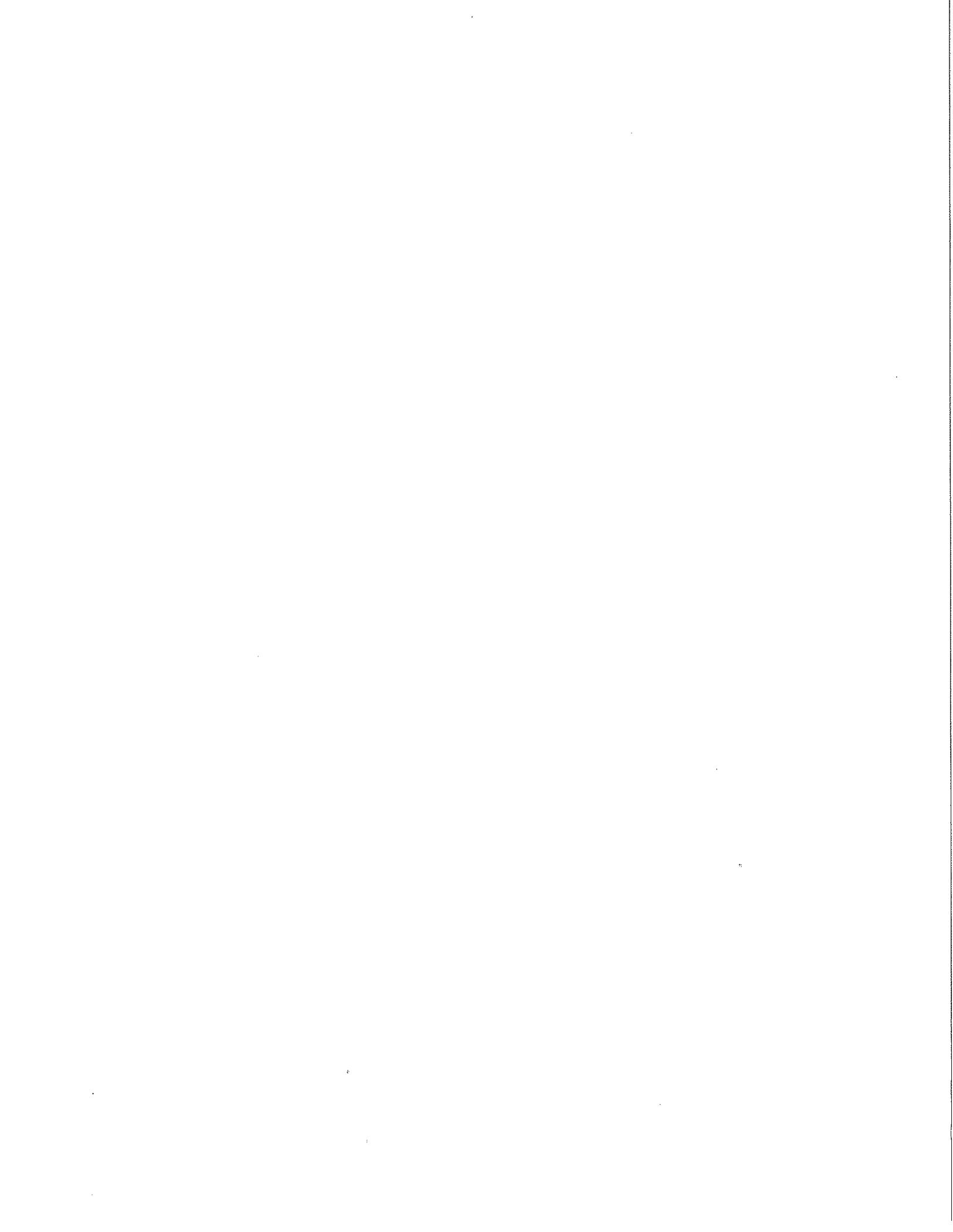
You soon will receive information from the Criminal Justice Coordinating Council, pertaining to your project funding and other grant-related matters. Thank you for the work you do everyday on behalf of the victims in Georgia.

Sincerely,

A handwritten signature in black ink that reads "Nathan Deal".

Nathan Deal

ND:btc



Cherokee County, Georgia  
Agenda Request

2.1

SUBJECT: Consider Adopting the Proposed FY2013 Budget

MEETING DATE: 11/6/2012

SUBMITTED BY: Janelle Funk

---

COMMISSION ACTION REQUESTED:

Adopt the FY2013 Budget for Cherokee County Board of Commissioners.

---

FACTS AND ISSUES:

1. On Wednesday, October 10, 2012, the Cherokee County Proposed 2013 Annual Budget was made available for review on the Cherokee County web site at [www.cherokeega.com](http://www.cherokeega.com). A hard copy of the budget was also made available for review at the County Clerk's Office from 8 am to 5 pm, Monday-Friday, 1130 Bluffs Parkway, Canton.
2. The FY2013 Proposed Budget was officially presented to the Board of Commissioners during the October 16, 2012 Work Session.
3. A Public Hearing was held on Tuesday, October 16, 2012 at 6:00 pm in Cherokee Hall, 1130 Bluffs Parkway, Canton, 30114, at which time the public commented on the budget.
4. A legal notice was advertised in the Sunday, October 28, 2012 edition of the Cherokee Tribune notifying the public that the FY2013 Budget would be considered for adoption by the BOC on November 6.
5. On Wednesday October 31, 2012 the Proposed Budget for FY2013 was updated to reflect reductions to the SPLOST expenditure budgets. The updated documents were posted to the website and the media was sent notification of the reduction and new amounts.
6. Total Consolidated Budget for Annualized 2012 = \$189,906,494. Proposed FY2013 = \$189,528,650, a decrease of \$377,844 or -0.2%.

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BUDGET: N/A

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ADMINISTRATIVE RECOMMENDATION:

Approval

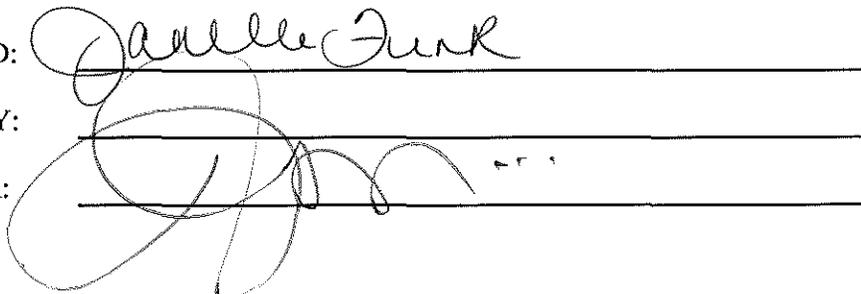
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REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:





**CHEROKEE COUNTY BOARD OF COMMISSIONERS**  
**EXPENSE SUMMARY BY FUND**  
**2013 BUDGET COMPARISON TO 2012 ESTIMATED/ANNUALIZED BUDGET**

	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>
Multiple Grant	566,231	367,273	(198,958)	-35.1%
DUI Court	395,427	444,654	49,227	12.4%
Drug Court	0	152,663	152,663	0.0%
Jail	1,328,052	278,610	(1,049,442)	-79.0%
Law Library	140,813	140,700	(113)	-0.1%
Sheriff Forfeitures	175,953	175,953	(0)	0.0%
Victim/Witness	211,260	208,556	(2,704)	-1.3%
DATE	189,287	169,286	(20,001)	-10.6%
Hotel/Motel Tax	118,467	118,467	0	0.0%
DA Confiscated Assets	40,000	40,000	0	0.0%
CDBG	2,789,395	1,422,630	(1,366,765)	-49.0%
Resource Recovery	1,216,727	1,217,493	766	0.1%
Conference Center	361,671	372,967	11,296	3.1%
SO Confiscated Assets	100,360	100,360	0	0.0%
SO Commissary	300,060	300,060	0	0.0%
<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>
Impact Fees	133,333	757,829	624,496	468.4%
SPLOST V (2006-2012)	29,238,576	9,601,797	(19,636,779)	-67.2%
SPLOST 2012 (2012-2018)	9,999,783	31,831,909	21,832,126	218.3%
Parks Bond	20,144,000	18,669,294	(1,474,706)	-7.3%
<b>Total Capital Projects</b>	<b>59,515,692</b>	<b>60,860,829</b>	<b>1,345,137</b>	<b>2.3%</b>
Debt Service	12,921,636	12,945,417	23,781	0.2%
<b>TOTAL CAPITAL RELATED</b>	<b>72,437,328</b>	<b>73,806,246</b>	<b>1,368,918</b>	<b>1.9%</b>
<b>ALL FUNDS</b>	<b>189,906,494</b>	<b>189,528,650</b>	<b>(377,844)</b>	<b>-0.2%</b>
<b>GDOT &amp; Northside Reimb</b>	<b>0</b>	<b>(6,600,000)</b>	<b>(6,600,000)</b>	<b>0.0%</b>
<b>ALL FUNDS NET</b>	<b>189,906,494</b>	<b>182,928,650</b>	<b>(6,977,844)</b>	<b>-3.7%</b>

NOTE: While Total SPLOST Spending will increase \$2.2M, the County will receive \$6.6M in GDOT and Northside Hospital reimbursements for the Commerce Blvd Project.

insert Jarell  
pdf  
budget

W.S. x  
Reg.

**Cherokee County, Georgia  
Agenda Request**

SUBJECT: SiteMed, Inc. PSA Amendment

MEETING DATE: 11/6/2012

SUBMITTED BY: Chief Prather, Fire/ES

**COMMISSION ACTION REQUESTED:**

Approve Amendment 1 to the Professional Services Agreement with SiteMed, Inc. to perform fire fighter physicals.

**FACTS AND ISSUES:**

The County entered into a Professional Services Agreement (PSA) with SiteMed, Inc. on November 10, 2011 to perform fire fighter physical exams; the PSA is set to expire on November 10, 2012.

SiteMed, Inc. has agreed to maintain the current cost of physicals at \$245/physical for the first twenty-one physicals (new hires); after the first twenty-one physicals, the price increases to \$255/physical. Cherokee Fire and Emergency Services and SiteMed, Inc. have agreed to Amendment 1 (attached) of the PSA to extend the Agreement to November 10, 2013, with a maximum number of 21 exams at the current price of \$245/physical and the remaining physicals at \$255/physical (a cost increase of \$10/physical). The Amendment also incorporates the SAVE Affidavit into the PSA. Due to the fluctuation in personnel, it is unknown how many physicals will be needed in a year; therefore there is no total maximum number of physicals specified in the PSA or this Amendment.

**BUDGET:**

Budgeted Amount:	\$73,671	Account Name: Fire Training -- Medical Svcs
Amount Encumbered:	\$0	Account #: 23540000-521260
Amount Spent to Date:	\$0	
Amount Requested:	\$TBD	
Remaining Budget:	\$	

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

Contract Approval Required: Yes  No   
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

**ADMINISTRATIVE RECOMMENDATION:**

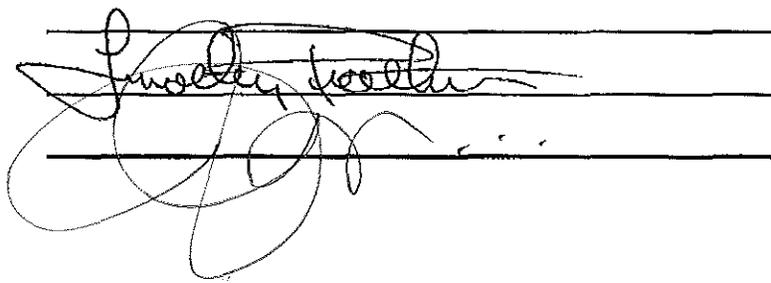
Authorize Chairman to execute Amendment 1 extending the PSA to November 10, 2013 for a not to exceed cost of \$255/physical and include the SAVE Affidavit.

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER





Cherokee County  
Board of Commissioners

Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114

AMENDMENT ONE  
to  
Professional Services Agreement  
for  
CHEROKEE COUNTY FIRE-ES  
HEALTH AND FITNESS SCREENINGS

**Award Date:** November 10, 2011

**Consultant:** SiteMed, Inc.  
112 Donmoor Ct  
Garner, NC 27529  
P - 888-837-4819  
F - 919-661-3779

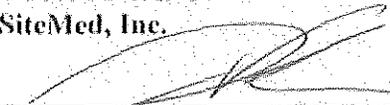
AMENDMENT ONE

The following amendments to the Professional Service Agreement dated November 10, 2011 made and entered into by Cherokee County (County) and SiteMed, Inc. (Consultant) shall take precedence over any and all terms and conditions in conflict herewith as part of this Agreement:

1. Whereas the County and the Consultant mutually agree to extend the Professional Services Agreement (PSA) period by one (1) year; and
2. Whereas the PSA will remain in effect for one year to November 10, 2013 as allowed under Section I-C of the Agreement; and
3. Whereas Section III-B of the PSA is amended to:
  - a. The first twenty-one (21) physicals for new hires will be at a cost of Two Hundred Forty-Five Dollars (\$245.00) per physical; and
  - b. All remaining physicals will be at a cost of Two Hundred Fifty-Five Dollars (\$255.00) per physical.
4. Whereas the 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 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 attached hereto as Exhibit E to the PSA.

Executed this 16 day of October 2012

CONSULTANT:  
SiteMed, Inc.

  
\_\_\_\_\_

By: Laine Walker

Its: President

CHEROKEE COUNTY

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



# Cherokee County Board of Commissioners

Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114

## Professional Services Agreement for Cherokee County Fire-ES Health and Fitness Screenings

**Award Date:** November 10, 2011

**Consultant:** SiteMed, Inc.  
112 Donmoor Ct.  
Garner, NC 27529  
(888) 837-4819 / (919) 661-3779

**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  
Office Supplies**

**THIS AGREEMENT** is effective as of this 10<sup>th</sup> day of November, 2011, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and **SiteMed, Inc.** ("Consultant"), collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as **Firefighter Physical Exams** (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 **Firefighter Physical Exams**.

**B. The Work**

The Work to be completed under this Agreement (the "Work") consists of **health and fitness screenings and/or examinations, the pricing and scope of which is more specifically described, in Exhibit C, attached hereto and incorporated by reference.**

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

Consultant warrants and represents that it will perform its services and provide its products in a prompt and timely manner, which shall not impose delays on the progress of the

Work. This Agreement shall commence as of the date first written above, and the Initial Term shall be for one (1) calendar year, with two (2) each one (1)-year extensions if the Parties mutually agree in writing no later than thirty (30) calendar days prior to the expiration of the Initial Term or each relevant extension of the Initial Term.

## II. WORK CHANGES

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

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

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

## III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the products delivered or services provided upon certification by the County that the products were actually delivered or services were actually performed in accordance with the Agreement. Compensation for services performed and products delivered shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and products delivered. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within forty-five (45) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for products delivered or services provided shall not, in any case, exceed the unit costs further described in Exhibit C,

attached hereto and incorporated by reference, except as outlined in Section II(C) above. The compensation for services performed or products delivered shall be based upon the proposal submitted by Consultant and shall be paid as the Work progresses.

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

#### IV. COVENANTS OF CONSULTANT

##### A. Expertise of Consultant

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

##### B. Budgetary Limitations

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

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

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's services performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

##### D. Consultant's Reliance of Submissions by the County

Consultant must have timely information and input from the County in order to perform the services required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to

the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

**E. Consultant's Representative**

Vanessa Flores, phone number (919) 661-0801, shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

**F. Assignment of Agreement**

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

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

The Consultant covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

**H. Independent Contractor**

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials

necessary to complete the services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

**I. Insurance**

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

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

the County.

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

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

**J. Employment of Unauthorized Aliens Prohibited**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

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

Compliance with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

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

500 or more employees.

100 or more employees.

Fewer than 100 employees.

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

**K. Records, Reports and Audits**

(1) Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

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

(3) Audits and Inspections:

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

**L. Conflicts of Interest**

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

**M. Confidentiality**

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

**N. Licenses, Certifications and Permits**

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

**O. Key Personnel**

All of the individuals identified in Exhibit "D" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "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 services to be performed by the Consultant ("materials") shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered

immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

## V. COVENANTS OF THE COUNTY

### A. Right of Entry

The County shall provide for right of entry to the property and site of the proposed Project for Consultant in order for Consultant to complete the Work.

### B. County's Representative

Chief Eddie Robinson, telephone: (678) 493-4032, email address: [erobinson@cherokeega.com](mailto:erobinson@cherokeega.com), shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

## VI. TERMINATION

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

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

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

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

## VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Consultant or

any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

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

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

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

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

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

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

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

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

#### **XII. BUSINESS LICENSE**

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

business license during the term of this Agreement.

### XIII. NOTICES

#### A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Chief Robinson for the County and Vanessa Flores for the Consultant.

#### B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

Dr. Lance Walker, Medical Director  
SiteMed  
1810 White Circle, Suite 155  
Marietta, GA 30066

### XIV. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

### XV. SOVEREIGN IMMUNITY

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

## XVI. FORCE MAJEURE

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

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

*[SIGNATURES ON FOLLOWING PAGE]*

Approved as to form:

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

CONSULTANT:  
SiteMed, Inc.

\_\_\_\_\_  
*[Signature]*

By:       Lance Walker      

Its:       President      

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

      Lanette Cousineau      

Witness

      Pamela H. Dahl      

Notary Public

[NOTARY SEAL]

My Commission Expires:

      May 12, 2012      

CHEROKEE COUNTY

\_\_\_\_\_  
*[Signature]*  
By:       Dorothy Cooper        
Its:       County Manager      

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED in the presence of:

      [Signature]      

Witness

      Christy [Signature]      

Notary Public

[NOTARY SEAL]



EXHIBIT "A"

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

364885

EEV / Basic Pilot Program User Identification Number

  
BY: Authorized Officer or Agent Date  
(Contractor Name)

Lance Walker  
Title of Authorized Officer or Agent of Contractor

President  
Printed Name of Authorized Officer or Agent

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

Lanella H. Deth  
Notary Public

My Commission Expires:

May 12, 2012

EXHIBIT "B"

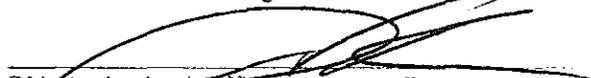
STATE OF GEORGIA

COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

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

364885  
EEV / Basic Pilot Program User Identification Number

  
BY: Authorized Officer or Agent Date  
(Subcontractor Name)

President  
Title of Authorized Officer or Agent of Subcontractor

Luce Walker  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS DATE:

22 DAY OF November, 2011

Parula H. Delt  
Notary Public

My Commission Expires:  
May 12, 2012

EXHIBIT "C"

PRICE AND SCOPE LIST



City of Smyrna

2800 King Street

Smyrna, Georgia 30080

November 1, 2011

Kevin T. Botts  
Director - Support Services  
Cherokee County Fire-ES  
Cherokee County, GA

Dear Mr. Botts:

This letter will serve as authority for your agency to utilize our agreement with SiteMed North America, LLC for Firefighters Mobile Physical Services.

Per our Agreement with SiteMed, the maximum pricing should be:

Per Person: \$245.00 plus CA-125 - \$25.00 and PSA - \$19.00

We again used SiteMed this year and continue to be pleased with the quality and level of services they provide.

Please let me know if you need additional information or have questions.

Thank you,

Penny Murphy, C.P.M., A.P.P.  
Purchasing Manager  
City of Smyrna, GA

---

Mayor - A. Max Bacon

City Council: Ward 1 - Melleny Pritchett / Ward 2 - Ron Newcomb / Ward 3 - Teri Anulewicz / Ward 4 - Mike McNabb /  
Ward 5 - Jimmy Smith / Ward 6 - Wade Lnenicka / Ward 7 - Charles (Pete) Wood  
City Administrator - Eric Taylor / City Clerk - Susan D. Hiott, M.M.C. / City Attorney - Scott Cochran  
Municipal Court Judge - E. Alton Curtis, Jr.



On-Site Medical & Safety Services for Industry

112 Donmoor Court  
Garner, NC 27529  
Phone/Fax (888)837-4819

INVOICE # 310110111

Date: November 1, 2011

Bill To:  
Cherokee County Fire & Emergency Services  
150 Chattin Dr.  
Canton, GA 30115  
Attn: Chief Timothy Prather

Payment Due Date: Due Upon Receipt

DESCRIPTION		AMOUNT
Firefighter Physical Exams	24 @ \$245.00	\$ 5,880.00
Additional Services:		
None		\$ -
**Please go to <a href="http://resp.sitemed.net/invoice.html">http://resp.sitemed.net/invoice.html</a> to make payments online using Visa, MasterCard or Discover**		
1.5% Finance Charge applied to all balances over 30 days old.		
TOTAL		\$ 5,880.00

Make all checks payable to SiteMed, 112 Donmoor Ct. Garner, NC 27529

If you have any questions concerning this invoice please contact our office at (919) 661-3779

THANK YOU FOR YOUR BUSINESS!

**To:** Kevin T. Botts; Timothy Prather  
**Subject:** FW: Physicals

This is the e-mail I referred to, hope it helps.

Phillip

**From:** Lance Walker [mailto:lwalker@sitemed.net]  
**Sent:** Monday, October 17, 2011 4:14 PM  
**To:** Phillip McPherson  
**Subject:** Re: Physicals

Chief,

If you have been doing the extensive cardiovascular workup with Northside I would think about not doing the treadmill portion or just doing it as an exercise tolerance test without ekg monitoring.

My thoughts on cost otherwise would be to extend your current contract at \$245 which is \$10 less than we are currently offering to new clients. We would also be willing to lock this in for a two year period with a two year contract.

The \$245 includes

Labs  
Health History  
Strength and Flexibility  
Gerkin Exercise Tolerance Testing  
Audiometry  
Pulmonary Function Testing  
Resting EKG  
Physicians Physical Examination and Review of History and Physicians Recommendations  
Year Round Access to Physician

I have attached a copy of last years agreement for your review.

Thank You,

Lance

On Mon, Oct 17, 2011 at 9:25 AM, Phillip McPherson <[pmcpherson@cherokeega.com](mailto:pmcpherson@cherokeega.com)> wrote:  
Chief Robinson said the same physicals as last year unless there is something that you would suggest we consider.

Good to here from you. I am out of the office but I will be checking mail.

Phillip

**From:** Lance Walker [mailto:lwalker@sitemed.net]  
**Sent:** Monday, October 17, 2011 09:21 AM  
**To:** Phillip McPherson  
**Subject:** Physicals

Chief McPherson,

Good to hear from you. Hope all is well.

Before working up a quote I want to make sure we are planning to do the same program as last year. Are there any changes you would like to make in terms of blood-work or other testing? Would you like to meet to discuss some options?

Also Jenna has taken a job with Pilgrims Pride as an occupational health nurse. Jenna's clinical duties have been taken over by Laura Cordak who is an RN with over 20 years of occupational medical experience. We have also added Lanette Cousineau in an Admin in the Marietta office. She most recently worked for the CDC planning their Meta Leadership Series in Disaster Preparedness.

We look forward to working with you again.

Regards,

Lance

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

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

--  
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October 31, 2011

Kevin Botts – Division Manager for Support Services  
Cherokee County Fire & Emergency Services  
150 Chattin Drive  
Canton, GA 30115

**Re: Firefighter Medical Clearance Program**

SiteMed will provide the following firefighter physicals for **\$245.00 per firefighter**. Cost for your firefighter physical program is based on a minimum of 24 exams and includes the services listed below, technician(s) and physician evaluation. **Total cost, excluding any additional services is \$5,880.**

**Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582 and includes:**

- Comprehensive Medical History – All necessary forms will be provided
- Physician's Physical  
*Comprehensive physical exam includes: Head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.*
- Vitals – Height, Weight and Blood Pressure-resting
- Lab Analysis – Chemistry Panel 25, CBC with differential, Lipid Profile, TSH panel and Urinalysis  
*Urinalysis to be conducted by lab to obtain the most accurate results. See attached composition of chemistry panel.*
- Body Composition – Bio Impedance Analysis (BIA)
- Pulmonary Function Testing (PFT)
- Vision – Snellen (distance) screening
- Audio screening – Sound booth
- EKG – 12-lead resting electrocardiogram
- Gerkin sub maximal stress test - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.1.1 protocol*)
- Jackson System Strength Testing – Muscular Strength: includes grip, leg and arm strength (*per NFPA 1582 C.2.1.1.2; 1.3; 1.4 protocol*)
- Flexibility: sit & reach (*per NFPA 1582 C.2.1.1.7*)
- Muscular Endurance: push-up & curl-up (*per NFPA 1582 C.2.1.1.5; 1.6*)
- One-on-one consultation with licensed physician
- Copy of results and interpretations provided to each firefighter in sealed envelope
- Clearance letters will be provided within 15 days of physician's exam

ON-SITE MEDICAL AND SAFETY SERVICES FOR INDUSTRY

www.sitemed.net

Ph/Fax 1-888-837-4819



Additional Services - Fees are in addition to the above basic program cost of \$245 per person.

Chest X-Ray (minimum number required)	\$110 per person
Vision – Titmus color blindness, visual acuity and depth perception	\$15 per person
Hepatitis B Injections Price is per person, per vaccine with a series of 3 shots – includes cost of the vaccines	\$75 per vaccine
Tuberculosis Screening (minimum number required)	\$10 per person
Influenza Vaccination – Flu – must be scheduled in advance, minimum number required	\$25 per person
Fecal Occult Blood Screening (>40 y.o.)	\$15 per person
Blood typing (ABO grouping & Rho-D)	\$17 per person
TSH (Thyroid-stimulating Hormone)	\$16 per person
Hepatitis B Antibody Screening (Titer Test)	\$27 per person
Hepatitis C Screening	\$27 per person
HIV – Screening	\$25 per person
CRP (C-Reactive Protein)	\$15 per person
Hemoglobin A1C	\$40 per person
Prostate Specific Antigen (PSA) – male	\$22 per person
Ovarian Cancer Screening (CA-125) – female	\$30 per person
Cholinesterase, RBC – blood test (Haz-Mat teams)	\$42 per person
Heavy Metals (Haz-Mat teams)	Per request

This agreement made and entered this date \_\_\_\_\_ of \_\_\_\_\_, 2011 between SiteMed and Cherokee County Fire & Emergency Services. This agreement shall exist for an initial period of one (1) year with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing. Cancellations must be made 30 days prior to scheduled dates. Any cancellations less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of one (1) year and only while below listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties, do hereby agree to the statement and conditions outlined above.

\_\_\_\_\_  
Cherokee County Fire & Emergency Services – Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
SiteMed – Representative

\_\_\_\_\_  
Date

*The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone at 888-837-4819. Thank you.*

**ON-SITE MEDICAL AND SAFETY SERVICES FOR INDUSTRY**

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### Lab Analysis Breakdown

#### **Chemistry Screen:**

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Urea Nitrogen (BUN)	Total Bilirubin – Liver Function
eGFR	Direct Bilirubin
Creatinine	Alkaline Phosphatase – Liver Function
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH – Heart Enzyme
Iron (TIBC)	

#### **Lipids:**

Triglycerides  
Cholesterol, Total  
HDL-High Density Lipoprotein Cholesterol  
LDL-Low Density Lipoprotein Cholesterol  
VLDL-Very Low Density Lipoprotein Cholesterol  
Cholesterol / HDL-Cholesterol  
Estimated Coronary Heart Disease Risk

#### **Complete Blood Count (CBC):**

Red Blood Count (RBC)	Hemoglobin
Hematocrit	Mean Corpuscular Volume (MCV)
Platelets	Mean Corpuscular Hemoglobin (MCH)
Lymphs	Mean Corpuscular Hemoglobin Concentration (MCHC)
Monocytes	Polymorphonuclear Neutrophils (Polys)
Eos	Basos

#### **Thyroid:**

Thyroid-stimulating Hormone (TSH)  
Thyroxine (T4)  
Triiodothyronine – (T3 Uptake)  
Free Thyroxine Index (FTI)

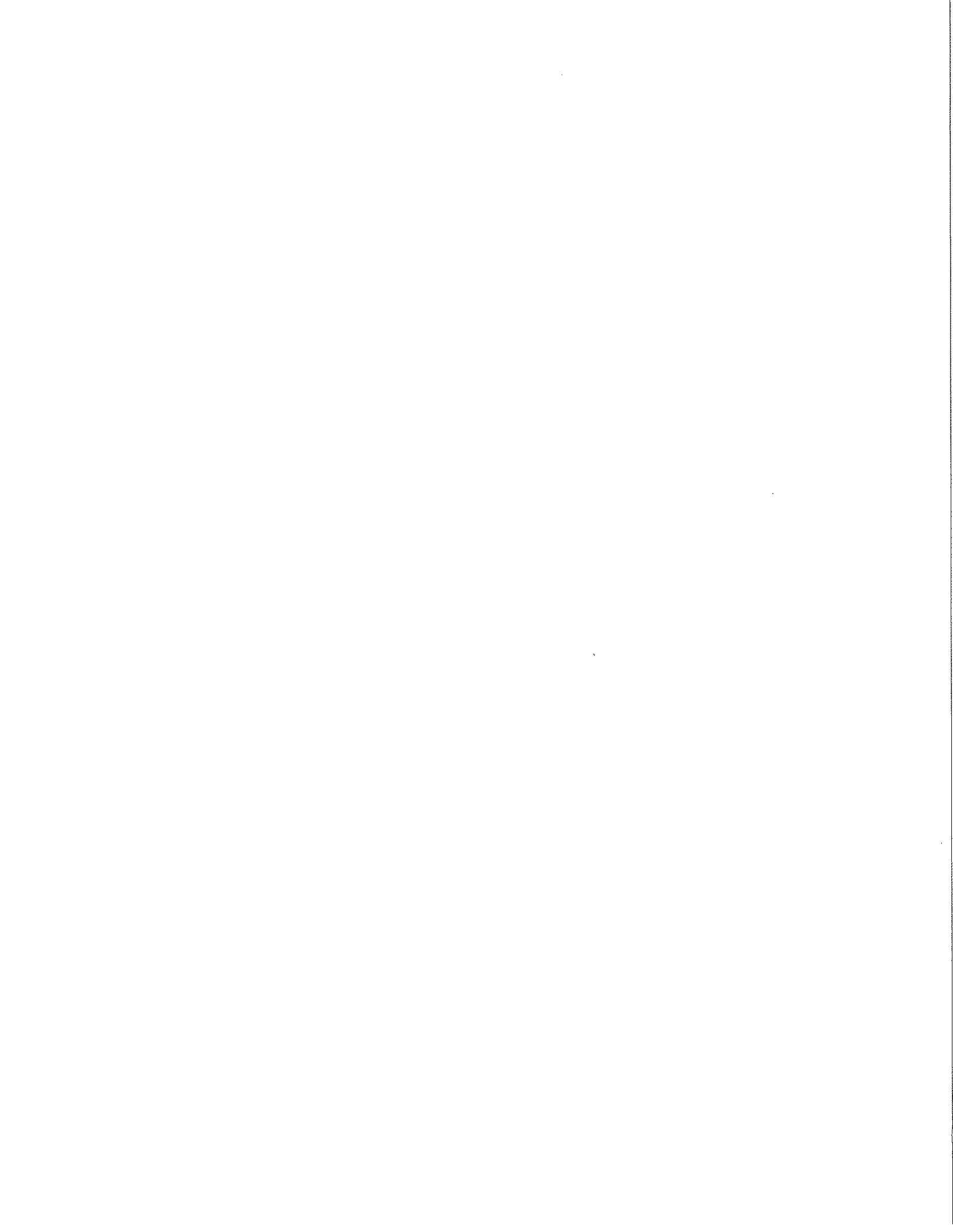
#### **Urinalysis:**

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Robilinogen
Microscopic examination of urine sediment	

ON-SITE MEDICAL AND SAFETY SERVICES FOR INDUSTRY

[www.sitemed.net](http://www.sitemed.net)

Ph/Fax 1-888-837-4819



### Cherokee County, Georgia Agenda Request

SUBJECT: Exchange of Property - Airport      MEETING DATE: November 6, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

**COMMISSION ACTION REQUESTED:**

Agreement for the exchange of real property between the county and Karen C. Cash, to include a 16.179 acre parcel conveyed to the county in exchange for a 14 acre parcel to be conveyed to Ms. Cash.

**FACTS AND ISSUES:**

Property owned by Ms. Cash is necessary for the continued expansion of the airport, including the future maintenance hangar and other facilities. The county owns approximately 100 acres south of the airport that was purchased to accommodate future expansion of the airport runway. The exchange includes 16.179 acres owned by Ms. Cash located near the airport terminal building, and the 14 acre parcel owned by the county is located to the farthest western section of the 100 acre parcel.

The agreement has been approved by the County Attorney and appraisals of both parcels are on record.

**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:**

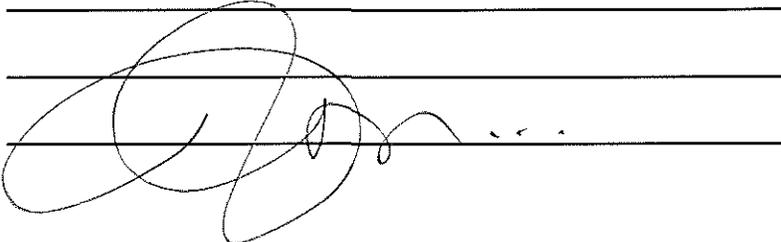
Approve agreement for exchange of property.

**REVIEWED BY:**

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

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

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



## **AGREEMENT FOR EXCHANGE OF REALTY**

**THIS AGREEMENT FOR EXCHANGE OF REALTY** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CHEROKEE COUNTY**, a political subdivision of the State of Georgia ("Cherokee"), and **KAREN C. CASH** ("Ms. Cash").

### **AGREEMENT**

1. Cherokee agrees to accept, and Ms. Cash agrees to convey, all that tract of land located in Land Lot 293 of the 14<sup>th</sup> District of Cherokee County and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, containing a total of 16.179 acres, more or less; and including all structures, fixtures and appurtenances attached thereto (hereinafter referred to as the "Airport Property"). Ms. Cash agrees to accept, and Cherokee agrees to convey, all that tract of land located in Land Lot 293 of the 14<sup>th</sup> District of Cherokee County and more particularly described in Exhibit "B," attached hereto and incorporated herein by reference, containing a total of 14.00 acres, more or less; and including all structures, fixtures and appurtenances attached thereto (hereinafter referred to as the "County Property").

2. Exchange of Real Property. The parties shall exchange the Airport Property for the County Property pursuant to O.C.G.A. § 36-9-3(a)(2)(D). The parties are also desirous of having the transaction qualify as a Tax-Free Exchange pursuant to Section 1031 of the Internal Revenue Code of the United States and the applicable Sections of the Tax Laws of Georgia.

3. Marketable Title. Ms. Cash agrees to furnish good, insurable, and marketable title to the Airport Property, and Cherokee agrees to furnish good, insurable, and marketable title to the County Property. For the purposes of this Agreement, "good, insurable, and marketable title" shall mean fee simple ownership which is: (i) free from all claims, liens, and monetary

encumbrances of any kind or nature whatsoever other than permitted exceptions expressly agreed to in writing by Cherokee or Ms. Cash, as appropriate; (ii) insurable by a reputable title insurance company at then-current standard rates under the standard form of ATLA owner's policy of title insurance with all standard or printed exceptions therein deleted and without exception other than for permitted exceptions expressly agreed to in writing by Cherokee or Ms. Cash, as appropriate. The Airport Property is conveyed subject only to the valid and agreed upon exceptions to title disclosed to Cherokee as of the date of closing and as presented in accordance with this Agreement. The County Property is conveyed subject only to the valid and agreed upon exceptions to title disclosed to Ms. Cash as of the date of closing and as presented in accordance with this Agreement.

4. Inspection Period. Each party shall have until December 5, 2012 (the "Inspection Period") to inspect the Airport Property and the County Property, and during the Inspection Period either party may terminate this Agreement either for any reason or for no reason at all.

5. Due Diligence. Each party shall procure, at its own cost, a written title opinion establishing that title to the Airport Property or the County Property, as appropriate, is good, insurable, and marketable, and vested in the other party. Each party, after examining said title opinion, shall notify the other party of defects and unacceptable exceptions thereto. All issues as to title defects and/or unacceptable exceptions to title shall be satisfactorily resolved by the party so notified prior to closing. It is agreed that such papers that may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by the parties prior to closing. If either party shall decline to accept the Airport Property or the County Property due to a title defect or other exception to title other than standard utility easements, then this Agreement shall

be null and void, whereupon the parties hereto shall have no further rights, duties, obligations, or liabilities to one another hereunder.

6. Warranties. Ms. Cash hereby affirmatively warrants that she has no actual knowledge of any latent or patent physical condition(s), hazards(s) or feature(s) of, on or below the Airport Property that will in any material way impede with or frustrate the reasonable use of the Airport Property by Cherokee. Moreover, Ms. Cash further warrants that she has no knowledge of any condemnation or compelled acquisition of all or any part of the Airport Property by any entity. Cherokee hereby affirmatively warrants that it has no actual knowledge of any latent or patent physical condition(s), hazards(s) or feature(s) of, on or below the County Property that will in any material way impede with or frustrate the reasonable use of the County Property by Ms. Cash. Moreover, Cherokee further warrants that it has no knowledge of any condemnation or compelled acquisition of all or any part of the County Property by any entity.

7. Public Hearing. Prior to closing, Ms. Cash acknowledges that Cherokee may hold a public hearing with respect to this exchange wherein the details of said exchange may be revealed in an open forum.

8. Closing Date. A closing shall be conducted no later than December 18, 2012. At the closing, Ms. Cash shall deliver to Cherokee a Warranty Deed to the Airport Property conveying good, insurable, and marketable title to the Airport Property, and all mineral rights, with the hereditaments and appurtenances, to Cherokee and its assigns, in fee simple, free and clear of all liens, encumbrances, or exceptions on all or any part of the Airport Property, except for standard utility easements, restrictions, and other exceptions of record as will not adversely and unreasonably affect Cherokee's use and enjoyment of the Airport Property, together with all right, title, and interest of Ms. Cash in and to the Airport Property. At the closing, Cherokee

shall deliver to Ms. Cash a Warranty Deed to the County Property conveying good, insurable, and marketable title to the County Property, and all mineral rights, with the hereditaments and appurtenances, to Ms. Cash and her assigns, in fee simple, free and clear of all liens, encumbrances, or exceptions on all or any part of the County Property, except for standard utility easements, restrictions, and other exceptions of record as will not adversely and unreasonably affect Ms. Cash's use and enjoyment of the County Property, together with all right, title, and interest of Cherokee in and to the County Property.

9. Taxes. Each party shall pay all 2012 taxes, assessments, and encumbrances which are a lien against the property owned by such party at the time of signing of this Agreement.

10. Risk of Loss. All risk of loss or damage to the Airport Property will pass from Ms. Cash to Cherokee at closing. In the event that loss or damage occurs to the Airport Property prior to closing, Cherokee may, without liability, refuse to accept the conveyance of title, or it alternatively may elect to accept the conveyance of title to the Airport Property. Ms. Cash shall deliver possession of the Airport Property to Cherokee at the time of closing. All risk of loss or damage to the County Property will pass from Cherokee to Ms. Cash at closing. In the event that loss or damage occurs to the County Property prior to closing, Ms. Cash may, without liability, refuse to accept the conveyance of title, or she alternatively may elect to accept the conveyance of title to the County Property. Cherokee shall deliver possession of the County Property to Ms. Cash at the time of closing.

11. Right of Entry. Cherokee may enter upon the Airport Property at reasonable times for surveying and other reasonable purposes related to this transaction from the date of execution of this Agreement, through and including the time of delivery of possession of the

Airport Property to Cherokee by Ms. Cash. Cherokee's entry upon the Airport Property in accordance with the paragraph shall be undertaken in such a manner so as to not unreasonably interfere with Ms. Cash's ongoing operation or in such a manner as would do permanent or long-term damage to the Airport Property. Ms. Cash may enter upon the County Property at reasonable times for surveying and other reasonable purposes related to this transaction from the date of execution of this Agreement, through and including the time of delivery of possession of the County Property to Ms. Cash by Cherokee. Ms. Cash's entry upon the County Property in accordance with the paragraph shall be undertaken in such a manner so as to not unreasonably interfere with Cherokee's ongoing operation or in such a manner as would do permanent or long-term damage to the County Property.

12. Preservation of Property. Ms. Cash agrees that the Airport Property shall remain as it now is until the delivery of possession of the Airport Property by Ms. Cash to Cherokee, and that Ms. Cash will prevent and refrain from any use of the Airport Property for any purpose or in any manner which would adversely affect Cherokee's use and enjoyment of the Airport Property in the future. In the event of such actions, Cherokee may, without liability, refuse to accept the conveyance of title, or Cherokee alternatively may elect to accept conveyance of title to the property. Cherokee agrees that the County Property shall remain as it now is until the delivery of possession of the County Property by Cherokee to Ms. Cash, and that Cherokee will prevent and refrain from any use of the County Property for any purpose or in any manner which would adversely affect Ms. Cash's use and enjoyment of the County Property in the future. In the event of such actions, Ms. Cash may, without liability, refuse to accept the conveyance of title, or Ms. Cash alternatively may elect to accept conveyance of title to the property.

13. Specific Performance. Each party agrees that in the event of a breach hereof by the other party (i.e. the refusal to execute the deed at closing or to deliver possession of the applicable property to the other party at the appointed time), damages will be inadequate, and therefore the court having jurisdiction herein may award specific performance in lieu of damages or any other remedies allowed by law.

14. Binding Effect. The agreements set forth herein are to apply to and bind the respective heirs, executors, administrators, successors, personal representatives and assigns of Cherokee and Ms. Cash.

15. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16. Severability. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

17. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia.

18. Survival of Agreement. All conditions or stipulations not fulfilled at time of Closing shall survive the Closing until such time as the conditions or stipulations are fulfilled.

19. Time of Essence. Time is of the essence of this Agreement.

20. Special Stipulations. Cherokee represents and warrants that it shall follow all Cherokee County permitting criteria regarding the construction of any pond on the Airport Property. Cherokee County acknowledges the intent that the entire Airport will be fenced in at some point in the future and agrees that such fence shall be sufficient to reasonably deter persons from crossing off of Airport property onto property of Ms. Cash.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT FOR EXCHANGE OF REALTY as of the day and year first above written.

MS. CASH:

\_\_\_\_\_  
Karen C. Cash

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

CHEROKEE:

CHEROKEE COUNTY, GEORGIA

BY: \_\_\_\_\_  
Chairman

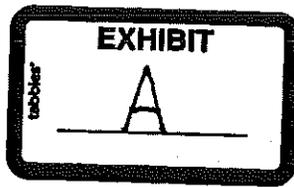
SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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



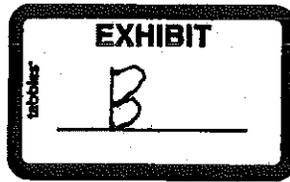
Property Description  
16.2 Acre Tract

All that tract or parcel of land lying and being in Land Lot 293 of the 14<sup>th</sup> District, 2<sup>ND</sup> Section, Cherokee County, Georgia and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a 1 inch crimp top pipe found at the intersection of the Southerly Right of Way of Bishop Road (30' RW) and the Westerly line of Land Lot 293; thence continue along the Southerly line of said Right of Way the following courses and distances N56°48'46"W, 218.28 feet to a ½" rebar set; thence, N56°48'46"E, 120.39 feet, N57°27'24"E, 179.66 feet, N54°32'56"E, 128.69 feet, N61°52'39"E, 99.61 feet, N67°10'05"E, 143.82 feet, N70°02'53"E, 128.50 feet, N67°37'21"E, 98.84 feet, N62°23'27"E, 83.36 feet, N59°43'00"E, 122.74 feet, N61°53'16"E, 93.18 feet, N67°05'54"E, 77.78 feet, N80°50'56"E, 35.24 feet, S82°52'47"W, 107.39 feet, S69°24'04"E, 330.88 feet, S70°28'04"E, 56.33 feet, S68°03'55"E, 65.26 feet, S65°18'08"E, 64.28 feet, S63°16'53"E, 62.93 feet, S64°03'26"E, 59.11 feet, S65°14'17"E, 57.41 feet, S75°46'50"E, 84.68 feet, leaving said Right of Way N41°56'34"E, 52.72 feet to a ½" rebar set at the TRUE POINT OF BEGINNING.

Thence, from said point of beginning running N75°46'50"W, 105.27 feet to a ½" rebar set; thence, N65°14'42"W, 307.76 feet to a ½" rebar set; thence, N69°31'32"W, 200.29 feet to a ½" rebar set; thence, N20°15'42"E, 1,017.21 feet to a ½" rebar set; thence, N81°54'17"E, 35.39 feet to a ½" rebar set; thence, N79°41'51"E, 63.98 feet to a ½" rebar set; thence, S29°57'29"E, 357.63 feet to a ½" rebar set; thence, S70°44'26"E, 302.67 feet to a ½" rebar set; thence, S56°13'39"E, 233.07 feet to a ½" rebar set; thence, S48°36'08"E, 37.28 feet to a ½" rebar set; thence, S41°56'34"W, 848.84 feet to the true POINT OF BEGINNING.

Containing approximately 704,753 square feet or 16.179 acres of land more or less.  
Property is subject to all easements and rights of way, recorded and unrecorded.



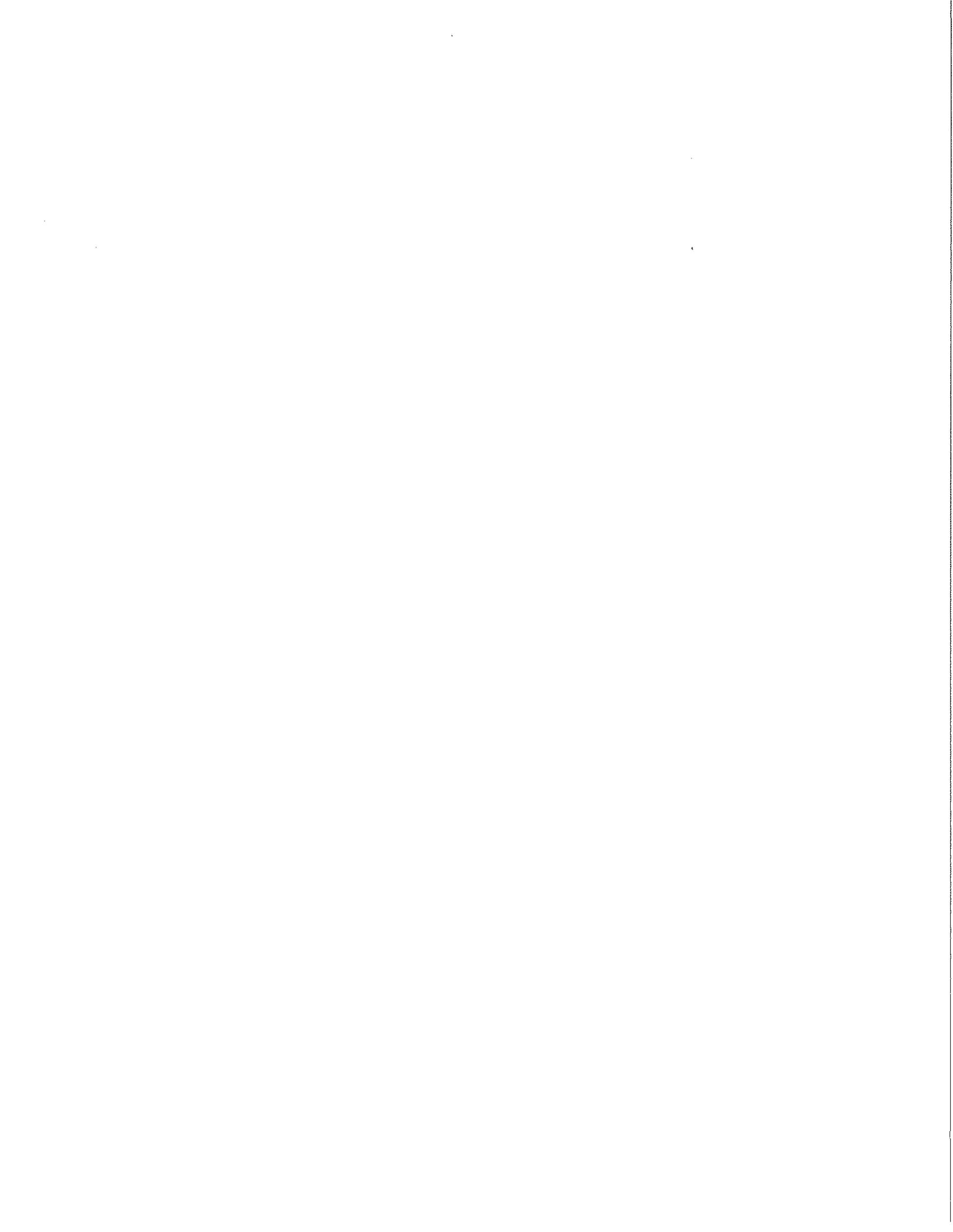
Property Description  
14 Acre Tract

All that tract or parcel of land lying and being in Land Lot 293 of the 14<sup>th</sup> District, 2<sup>ND</sup> Section, Cherokee County, Georgia and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a 1 inch crimp top pipe found at the intersection of the Southerly Right of Way of Bishop Road (30' R\W) and the Westerly line of Land Lot 293; thence continue along the Southerly line of said Right of Way N56°48'46"W, 218.28 feet to a ½" rebar set at the True Point of Beginning.

Thence, from Said POINT OF BEGINNING, continue along said Right of Way the following courses and distances N56°48'46"E, 120.39 feet, N57°27'24"E, 179.66 feet, N54°32'56"E, 128.69 feet, N61°52'39"E, 99.61 feet, N67°10'05"E, 143.82 feet, N70°02'53"E, 128.50 feet, N67°37'21"E, 98.84 feet, N62°23'27"E, 83.36 feet, N59°43'00"E, 122.74 feet, N61°53'16"E, 93.18 feet, N67°05'54"E, 77.78 feet, N80°50'56"E, 35.24; thence leaving said Right of Way and running S20°31'25"E, 271.20 to a ½" rebar set; thence, S53°54'42"W, 458.10 to a ½" rebar set; thence, S42°15'54"W, 475.58 feet to a ½" rebar set; thence, S19°13'04"W, 504.42; thence, N27°53'13"W, 848.96 feet to the true POINT OF BEGINNING.

Containing approximately 609,842 square feet or 14.000 acres of land more or less. Property is subject to all easements and rights of way, recorded and unrecorded.



Cherokee County, Georgia  
Agenda Request

2.4

SUBJECT: PY 2013 CDBG Funding MEETING DATE: November 6, 2012  
SUBMITTED BY: Marianne Pieper, CDBG Coordinator

**COMMISSION ACTION REQUESTED:**

Consider approval of the 2013 Annual Action Plan [grant application] in the amount of \$813,777 for submittal to the U. S. Department of Housing and Urban Development [HUD].

**FACTS AND ISSUES:**

A Consolidated Plan and an Annual Action Plan are submitted to HUD as a prerequisite to receiving Community Development Block Grant [CDBG] funds. The 2013 Annual Action Plan represents the fifth year of the five year Consolidated Plan and outlines the specific annual projects that are proposed for funding to address the priority needs identified in Cherokee County's 5-Year Consolidated Plan. Because Congress has not approved the CDBG funding for 2013 yet, this plan is presented at 90% of the 2012 award with the expectation that CDBG funding may be cut. Once the actual award is announced in 2013, the Action Plan will be amended to reflect any changes. A copy of the considerations is attached as part of this document.

NO MATCH is required.

**BUDGET:**

Budgeted Amount:	\$813,777.00	Account Name: CDBG
Federal:	\$813,777.00	Account #:
State:	\$0.00	
Local:	\$0.00	
Remaining Budget	\$0.00	

Budget Adjustment Necessary: None

**ADMINISTRATIVE RECOMMENDATION:**

Approval of and submission of the 2013 Grant Application to HUD.

**REVIEWED BY:**

DEPARTMENT HEAD:

*Marianne Pieper*

AGENCY DIRECTOR:

*[Signature]*

COUNTY MANAGER:

*[Signature]*

# MEMO

Date: October 18, 2012

To: Jerry Cooper  
Janelle Funk  
Ariana Freimuth

From: Marianne Pieper *mp*

Subject: 2013 CDBG Funding Considerations

*Marianne —  
Please proceed  
as outlined for SOC  
consideration.  
Thank  
10/19/2012*

The attached tables are revised to reflect the considerations for the 2013 Annual Action Plan projects.

**Table 1 (Public Facilities)** reflects the addition of the Downtown Canton Parking Improvement Project (\$250,000), a reduction for the City of Canton Marietta Road Improvements to reflect a 50/50 partnership (\$95,000). The City of Ball Ground Water Service Line (\$63,750) and Sidewalk Project (\$37,250) remain at requested funding. Consideration of Bethesda Community Clinic acquisition project is on hold until financials are available that indicate they would be able to cover the overhead of the additional facility. The remaining available funds in the amount \$86,053 are provided for CASA building acquisition.

As indicated in the original memo, the funding for the public service organizations is limited to a 15% cap (\$122,000). Suggested funding considerations have been added to **Table 2** which meets this cap. Bethesda Community Clinic a new non-profit in Cherokee County providing free and low cost health care to the low to moderate income residents requested funding for support of a staff person. No other organization is currently providing these services. The remaining non-profits have received funding in prior years.

If these attachments meet your approval, I will prepare the Public Notice and add them to the 2013 Annual Action Plan.

# MEMO

Date: September 20, 2012

To: Jerry Cooper  
Janelle Funk  
Ariana Freimuth

From: Marianne Pieper

Subject: CDBG Funding for 2013 Annual Action Plan

---

During the 2013 CDBG Application process, eight organizations applied for funding. Five (5) Public Facility applications totaling \$668,389 (Table 1) and six (6) Public Service applications totaling \$183,679 (Table 2) were received. Historical funding and amount of 2013 requests for the eight applicants is reflected in Table 3. Cherokee County has received almost \$3.5 million in CDBG funds in its first four years as an entitlement jurisdiction. The distribution of these funds is shown in Table 4.

In preparing the County's 2013 CDBG Annual Action Plan for submission to HUD, Congress has not passed the appropriations bill for the 2013 CDBG Funding. The Senate and the House Appropriations Committees have both approved measures that would fund the CDBG Program slightly above the 2012 level (\$904,197 Total awarded in 2012). However, it is important to remember that the upcoming sequestration (automatic, across the board cuts to all federal discretionary programs) is scheduled to occur starting January 2, 2013 which would make additional cuts to the CDBG program.

In past years we have planned for a decrease in the prior year funding when preparing the Annual Action Plan. Attachment A reflects the amount that could be allocated to Public Services, Public Facilities and Planning and Administration if CDBG funding is at 90% of the 2012 grant (\$813,777 Total Estimated for 2013).

Please review the applications and provide me with your recommendations for funding. Let me know if you would like to discuss the activities further.

**Table 1  
2013 Public Facilities Applications**

<b>AGENCY</b>	<b>DESCRIPTION</b>	<b>REQUESTED AMOUNT</b>	<b>TOTAL PROJECT AMOUNT</b>	<b>SUGGESTED FUNDING</b>	<b>NOTES</b>
Bethesda Community Clinic	Acquisition of additional office suite to expand program	\$108,750	\$145,000	-0-	Acquisition – to expand free and low cost medical services with additional exam rooms and classroom for LMI residents of Cherokee County. See additional notes in Table 2.
CASA for Children, Inc.	Acquisition of property at 200 North Street, Canton, GA	\$312,599	\$625,000	\$86,053	Acquisition – Acquire property at 200 North Street to expand services to (1) homeless foster youth, (2) Child Advocacy in Court System, (3) Supervised Visitation. [Allocated remaining balance of grant.]
City of Ball Ground	Water Lines from Canton Rd. to Commerce Lane	\$63,750	\$85,000	\$63,750	Installation of 2,640 linear feet of 8 inch water line to serve 20 LMI residential dwellings.
City of Ball Ground	Installation of Curb and Gutter along the west side of Old Canton Rd. from 372 S to Terrell St.	\$37,250	\$50,000	\$37,250	Curb and Gutter will serve 50 LMI residents; 5 Senior Citizens
City of Canton	Marietta Road Improvements Dr. John Pettit to RR St.	\$146,040	\$188,993	\$95,000	Upgrade Storm Water Collection Service, install sidewalks, install pedestrian level street lights and resurface the street. [50/50 split from Grant and City]
Downtown Canton	Parking Improvements	\$250,000		\$250,000	Needs research and budget detail for eligibility.
<b>TOTAL PUBLIC FACILITIES</b>		<b>\$918,389</b>	<b>\$1,093,993</b>	<b>\$532,053*</b>	

\*Represents amount available if Cherokee receives 90% of 2012 total and if 15% is allocated to public service projects.

**Table 2  
2013 Public Service Applications**

<b>AGENCY</b>	<b>DESCRIPTION</b>	<b>REQUESTED AMOUNT</b>	<b>TOTAL PROJECT AMOUNT</b>	<b>SUGGESTED FUNDING</b>	<b>NOTES</b>
Bethesda Community Clinic	<b>Wellness Project</b>	\$43,680	\$58,240	\$20,000	<b>New Service</b> – to provide primary benefit of free/low cost Health, Risk Assessment, Education and Counseling to at-risk populations without health coverage. New non-profit agency has served 400 patients within first year. 501c3 received 8/12/2012. Have not had financial audit to date.
Boys & Girls Club	<b>Transportation Program</b>	\$33,700	\$50,550	\$32,000	<b>Continue and Expand Transportation Program</b> – 2 mini-bus driver salaries, provide fuel, insurance, leasing, mileage, parking, repairs & maintenance, state and county taxes.
Cherokee Family Violence	<b>Children's Program</b> Child Advocate for Children Living in Emergency Shelter and Transitional Housing	\$22,100	\$30,999	-0-	<b>New Service</b> – hire a full time counselor to provide therapeutic services based upon support plans, direct counseling, and support groups for the children in the Transitional Housing. Anticipate 122 children assisted in first year. [CFV board should do fundraising].
Cherokee Family Violence	<b>Transportation Program</b> for abused women and children living in transitional housing	\$49,199	\$66,975	\$35,000	<b>Expand Transportation Service</b> – increase the hours of transportation service from 60 to 80 hours per week. Provide transportation to/from employment, grocery stores, dr. appointments and children to/from daycare. [2012 level of funding]
Child Advocacy Center (Anna Crawford Children's)	<b>Support for tri-lingual staff position</b>	\$15,000	\$45,850	\$15,000	<b>Increase assistance to Spanish and Portuguese speaking abused children and non-abusing guardian.</b>

Goshen Valley Foundation	Community Health Initiative Support Position	\$20,000	\$185,000	\$20,000	<b>New Service – Goshen Valley Community Health.</b> Requesting \$10,000 for Renovations and \$10,000 for staff position for this new initiative to provide counseling, family support services and mental health facilities to young men and other LMI persons in surrounding community. Suggest that the two requests be combined into one for the staff position to limit required record keeping.
<b>TOTAL PUBLIC SERVICES</b>		<b>\$183,679</b>	<b>\$437,614</b>	<b>\$122,000*</b>	

\*Represents amount available if 90% of 2012 Award is received and 15% is allocated to Public Service Projects.

## ATTACHMENT A

### FY 2013 CDBG Program Considerations [90% of FY 2012 Grant Amount]

FY 2012 Grant Amount	\$904,197
FY 2013 ESTIMATED Grant Amount	\$813,777
Planning and Administration	\$159,724 <sup>1</sup>
Public Service Projects (15%)	\$122,000
Balance for Remaining CDBG Projects	\$532,053

Notes:

<sup>1</sup> No increase from 2012 Planning and Administration Allocation.  
Represents less than 20% allowed by HUD.



# PY 2013 - Fifth Program Year Action Plan

Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

## Narrative Responses

### Executive Summary

Cherokee County receives Community Development Block Grant [CDBG] funds through the Department of Housing and Urban Development [HUD]. The CDBG program has three national objectives:

- Benefit to low and moderate income persons
- Aid in the prevention of slum and blight
- Urgent need

A Consolidated Plan and an Annual Action Plan are submitted to HUD as a prerequisite to receiving CDBG Program Funds. Cherokee County's Consolidated Plan is a 5-year comprehensive planning document that identifies Cherokee County's overall needs for affordable and supportive housing, homeless needs and services, community and economic development and public services. The Consolidated Plan outlines the County's strategies, priorities and objectives for addressing identified needs.

These priority needs were established through surveys from more than 20 agencies and organizations in Cherokee County to solicit community input and ideas for providing public facilities, community services and affordable housing for low and moderate income residents of Cherokee County, including homeless families and individuals. A series of public hearings were held where citizens and organizations were provided information and data about issues and needs and were invited to offer input into the establishment of priorities for the Consolidated Plan and allocation of CDBG funding. Each of these goals is addressed through several program areas.

### **2009 – 2013 CONSOLIDATED PLAN GOALS**

- Increase the CAPACITY OF PUBLIC FACILITIES AND PUBLIC SERVICES to improve the social, economic, and physical environment of low to moderate income individuals and families
- Increase access to AFFORDABLE HOUSING for low to moderate income individuals and families

- Eliminate SUBSTANDARD HOUSING for low to moderate income individuals and families
- Increase HOUSING AND SUPPORTIVE SERVICES for individuals and families with special needs
- Increase HOUSING OPTIONS FOR HOMELESS AND NEAR HOMELESS individuals and families

An Annual Action Plan is required for each of the five years of the Consolidated Plan. This document is the fifth year of the 2009-2013 Consolidated Plan for the period January 1, 2013 through December 31, 2013. The 2013 Annual Action Plan identifies the specific projects that are proposed for funding previously identified as priorities in Cherokee County's Consolidated Plan. Cherokee County has identified the increase in capacity of Public Facilities and Public Services as the number one 2013 priority need for improving suitable living for the low to moderate income persons of the county.

Because Congress has not approved the CDBG funding for 2013, this Plan budget is \$813,777 (based on 90% of the amount awarded in 2012). The activities identified and the amount of funding for each are outlined in the table below.

#### PROPOSED PY 2013 CDBG ACTIVITIES

Public Facilities	Project	Suggested Funding
CASA	Acquisition of Property	\$86,053
City of Ball Ground	Water Line Replacement	\$63,750
City of Ball Ground	Installation of Curb and Gutter	\$37,250
City of Canton	Marietta Road Improvements	\$95,000
Cherokee County	Downtown Canton Parking Improvements	\$250,000
<b>Public Facilities Total</b>		<b>\$532,053</b>
Public Services	Project	
Bethesda Community Clinic	Staff support for Free/Low Cost Clinic	\$20,000
Boys & Girls Club	Transportation Program	\$32,000
Cherokee Family Violence	Transportation Program	\$35,000
Child Advocacy Center	Support for Tri-lingual Staff Position	\$15,000
Goshen Valley Foundation	Staff Support for Mental Health Facility	\$20,000
<b>Public Services Total</b>		<b>\$122,000</b>
Planning and Administration		\$ 159,724
<b>2013 Funding @ 90% of 2012</b>		<b>\$ 813,777</b>

CDBG funding is an important source of the County's efforts to meet the needs of the low to moderate income residents of the County. The County has received \$3.5

million during the four years that it has been eligible to receive these entitlement funds. Cherokee County has leveraged these funds with other public and private sources to build a work activities building for Cherokee Day Training Center, expand and renovate the Senior Center on Univeter Road and in Woodstock, build sidewalks in low to moderate income communities, acquire and renovate a new facility for MUST Ministries and to provide support to a number of non-profit organizations that serve the needs of the communities families.

In addition to the CDBG funding, Cherokee County receives HUD Home Investment Partnership [HOME] Program funds through the Georgia Urban County Consortium, with Cobb as the lead agency. HOME program funds support the County's Senior Home Repair Program and allow for the acquisition of lots for the development of Affordable Housing. The estimate for 2013 is \$193,116 and requires a 25% match by the County. Cherokee County has partnered with the local Habitat for Humanity affiliate to develop the affordable housing and this affiliate provides the entire match for the County.

Almost \$1.5 million has been invested in the rehabilitation of 42 senior's homes of in Cherokee County improving the living environment of this population that may not have the resources to make the necessary repairs.



Cherokee County, Georgia  
Agenda Request

SUBJECT: GEMA Performance Partnership Agreement MEETING DATE: November 6, 2012

SUBMITTED BY: Robby Westbrook

COMMISSION ACTION REQUESTED:

Approve GEMA Performance Partnership Agreement in the amount of \$64,304.00 for the agreement period July 1, 2012 through June 30, 2013.

FACTS AND ISSUES:

The Sheriff's Office Division of Emergency Management has received approval for the GEMA Performance Partnership Agreement (PPA) Grant. A 50% match is required and existing approved EMA budget including staff salary will be used to meet the match. NO ADDITIONAL LOCAL FUNDS ABOVE THOSE ALREADY APPROVED ARE BEING REQUESTED.

BUDGET:

Budgeted Amount:	\$0	Account Name: FY12 PPA Grant
Amount Encumbered:	\$0	Account #: 25060-334120-PPA12
Amount Spent to Date:	\$0	
Amount Requested:	\$(64,304)	
Remaining Budget:	\$(64,304)	

Budget Adjustment Necessary: Yes

Contract Approval Necessary: No

ADMINISTRATIVE RECOMMENDATION:

Approve 2012 PPA Grant

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Handwritten signatures and initials are present over the signature lines. A large signature is written over the Department Head line, and another signature is written over the County Attorney line. There are also some initials written over the County Manager line.

**Cherokee County Board of Commissioners  
Budget Transfer/ Amendment Form**

**Instructions:**

- \* For budget amendments increasing or decreasing the budget revenues must equal expenditures.
- \* For budget transfers the net total should equal zero.
- \* Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
- \* Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
- \* The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

**REVENUES:**

Department Org Code	Object	Account Name	Amount
25060	334120-PPA12	GEMA grant	\$64,304

**EXPENDITURES:**

Department Org Code	Object	Account Name	Amount
23920555	531100-PPA12	General Supplies and Materials	\$31,415
	511100-PPA12	Salaries	\$30,552
	512200-PPA12	FICA	\$1,894
	512300-PPA12	Medicare	\$443

64,304

**PURPOSE OF TRANSFER/ AMENDMENT**

Emergency Management Performance Partnership Agreement (PPA) for program year  
July 1, 2012 - June 30, 2013

\_\_\_\_\_

\_\_\_\_\_

Department Head Approval:



County Manager Approval:

\_\_\_\_\_

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

\_\_\_\_\_

# GEORGIA EMERGENCY MANAGEMENT AGENCY

## Homeland Security

### 2012 Performance Partnership Agreement

**The 2012 Performance Partnership Agreement, (PPA), between the Georgia Emergency Management Agency-Homeland Security and the Cherokee County Government.**

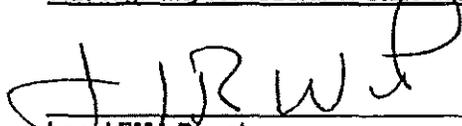
In order to best ensure that state and local governments are fully prepared to help their citizens in times of emergency, the Cherokee County Government, the Cherokee County Emergency Management Agency, (EMA), and its Director agree to meet the requirements specified in the Official Code of Georgia Annotated (Section 38-3-27), the Emergency Management Act of 1981, as amended, the Federal Emergency Management Agency (FEMA) 2012 Emergency Management Preparedness Grant (EMPG) Guidance and the FY12 GEMA-Homeland Security 2012 PPA/Work Plan and those rules, regulations and guidelines dictated by the Director of the Georgia Emergency Management Agency-Homeland Security (GEMA-Homeland Security).

GEMA-Homeland Security agrees to provide required and necessary state and federal resources to local governments on a timely basis in response to major emergencies and disasters; a comprehensive training and exercise program for emergency personnel; and other critical situational information. GEMA-Homeland Security further agrees to provide funding support to local qualified governments for appropriate administrative expenses; administer and manage federal and state assistance programs for the benefit of local governments; provide necessary and requested information, advise, recommendations and technical assistance concerning emergency management administrative, operations and planning issues and to eliminate restrictive and unnecessary administrative requirements in managing its responsibilities on behalf of local governments.

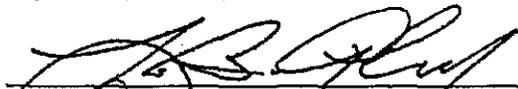
#### APPROVAL and REVIEW

By signing this Performance Partnership Agreement (PPA) the parties agree to work cooperatively in accomplishing the objectives set forth above.

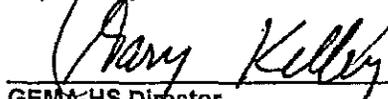
This PPA must be signed by the local EMA Director and the Chief Elected Official (CEO) of the local government and the Director of GEMA-Homeland Security. Evaluation of progress will be reviewed by the GEMA-Homeland Security Area Field Coordinator. Lack of satisfactory 2012 GEMA PPA/Work Plan progress may be cause for recommendation that eligibility for federal or state assistance be withdrawn.

  
Local EMA Director

8-2-12  
Date

  
City/County CEO

8-7-12  
Date

  
GEMA-HS Director

09/07/2012  
Date

  
GEMA-Homeland Security Area Field Coordinator

08-27-12  
Date

GEORGIA EMERGENCY MANAGEMENT AGENCY  
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL  
GOVERNOR



CHARLEY ENGLISH  
DIRECTOR

October 09, 2012

Mr. J. Robby Westbrook  
Director  
Cherokee County EMA  
150 Chattin Drive  
Cantob, Georgia 30115

Dear Mr. Westbrook:

Enclosed is a check for full payment of the FY 12 Performance Partnership Agreement (PPA) Award from the Emergency Management Performance Grant. The award document specifies the federal award amount, the required match amount, the period of the award and the special conditions of the award.

The Local Entity Match Report covering the current PPA Award, July 1, 2012 through June 30, 2013, is not due until July 31, 2013. However, you can send it in before that time. Please complete the report in accordance with the 2012 Grant Guidance.

If you have any questions or concerns please feel free to contact Shemeeka Hopkins at [shemeeka.hopkins@gema.ga.gov](mailto:shemeeka.hopkins@gema.ga.gov) or 404-635-7043 or me directly at 404-635-7041.

Sincerely,

Ceperia McMillian  
Finance Director

cc: file



Page 001 OF 001  
Vendor No: 000014576  
Vendor Name: CHEROKEE COUNTY

STATE OF GEORGIA  
OFFICE OF PLANNING AND BUDGET  
ATLANTA, GA

Check No: 0000346778  
Check Date: 09/21/2012  
Check Total: \$64,304.00

BANK 1300-1000

INVOICE NUMBER	INVOICE DATE	VOUCHER ID	GROSS AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
OEM12-028S01 OEM12-028S01	09/11/2012	000220690	64,304.00	0.00	64,304.00

STATE OF GEORGIA  
OFFICE OF PLANNING AND BUDGET  
270 WASHINGTON STREET, ROOM 4087  
ATLANTA, GA 30334

GA-5/810  
0000346778  
Check No

Vendor No: 000014576

Pay to the Order of: CHEROKEE COUNTY  
EMA

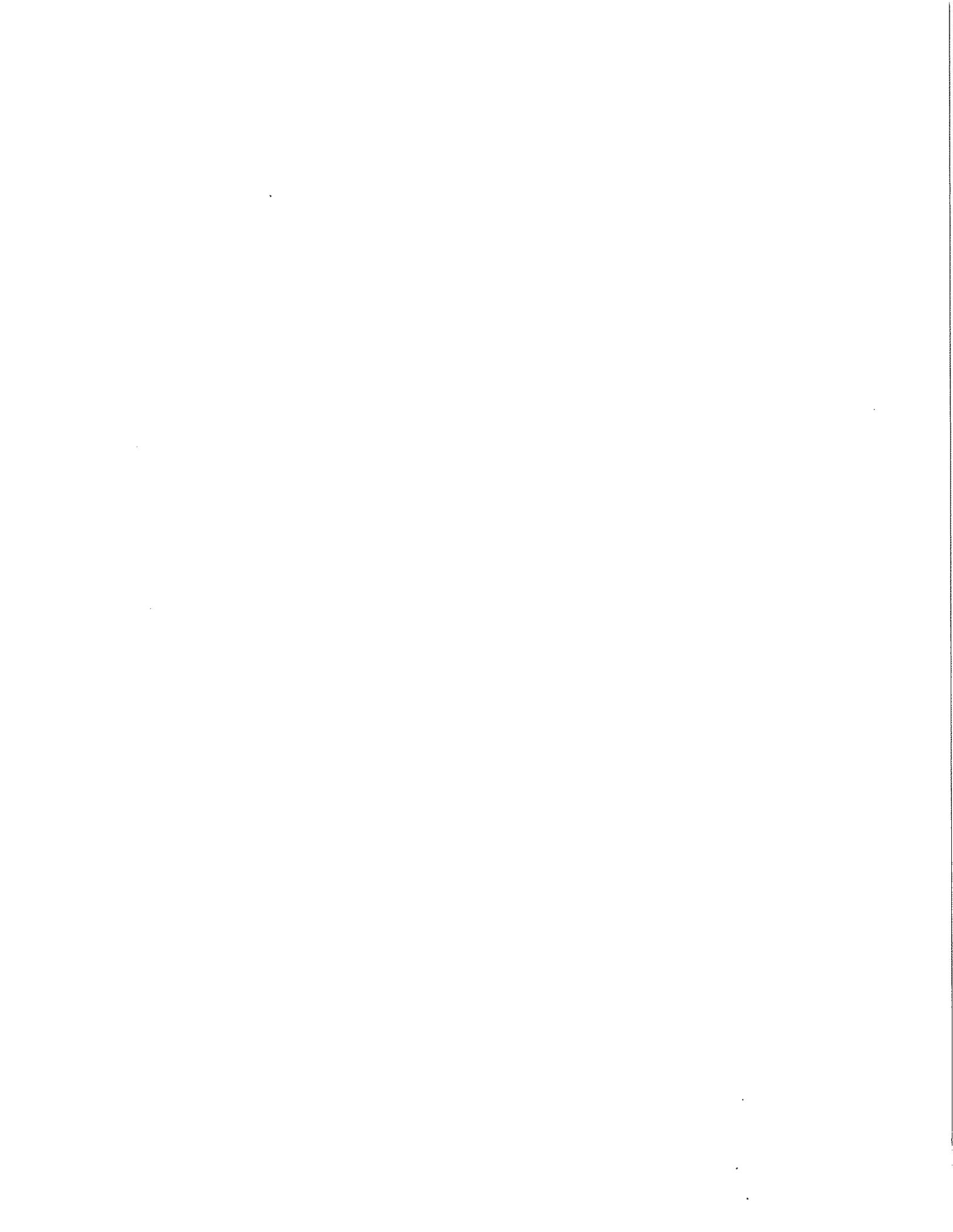
Pay Exactly: SIXTY-FOUR THOUSAND THREE HUNDRED FOUR AND 00/100

\$64,304.00

Void after 60 days

*Debra D. [Signature]*

BANK OF AMERICA ATLANTA, GA



**Cherokee County, Georgia  
Agenda Request**

**SUBJECT:** Sign & Landscape Proposal  
by Towne Lake ROA at Hobgood Park

**MEETING DATE:** November 6, 2012

**SUBMITTED BY:** Bryan Reynolds, CRPA Director

**COMMISSION ACTION REQUESTED:**

Consideration of Towne Lake ROA proposal to erect a new subdivision sign at the intersection of Towne Lake Parkway and Bells Ferry Road and consideration of sign and landscape easements along Towne Lake Parkway and Bells Ferry Road along the frontage of Hobgood Park.

**FACTS AND ISSUES:**

The Towne Lake ROA approached Cherokee County with a request to replace the existing subdivision monument sign at the intersection of Towne Lake Parkway and Bells Ferry Road with a new sign, similar to the one located at the south end of Towne Lake Parkway at its intersection with Eagle Drive and near I-575. Additionally, the ROA has requested a landscape easement along both frontages of Towne Lake Parkway and Bells Ferry Road at Hobgood Park. The ROA would incur all costs related to installation and maintenance.

While increasing curb appeal for the park, the new sign and landscaping would have **no effect** on public use of the park. The nearest amenities are two picnic pavilions and they would not be affected. The Recreation and Parks Advisory Board reviewed the proposal at their 9/25/12 meeting and voted 5-0 in favor of the proposal and to recommend approval by the Board of Commissioners.

The location of the sign and landscaping have allowed for the future widening of Bells Ferry Road. The County Engineer worked with the Towne Lake ROA to draft the sign and landscape easements along with the legal descriptions.

The proposed design for the sign, landscape plan and easements are attached for your review.

**BUDGET:**

**ADMINISTRATIVE RECOMMENDATION:**

Acceptance of Towne Lake ROA proposal to erect a new subdivision sign at the intersection of Towne Lake Parkway and Bells Ferry Road and approval of sign and landscape easements along Towne Lake Parkway and Bells Ferry Road along the frontage of Hobgood Park,

**REVIEWED BY:**

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

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

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

APPROVED AS TO LEGAL FORM:  
Signature required for Contracts, Ordinances and Resolutions

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

After recording, return to:  
Cherokee County Engineering Department  
1130 Bluffs Parkway  
Canton, Georgia 30114  
678-493-6077

**EASEMENT AGREEMENT FOR SUBDIVISION SIGN AND  
ASSOCIATED LANDSCAPING**

**THIS EASEMENT AGREEMENT FOR SUBDIVISION SIGN AND ASSOCIATED LANDSCAPING** (hereinafter referred to as this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **CHEROKEE COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "Grantor"), and **TOWNE LAKE RESIDENTIAL OWNERS ASSOCIATION, INC.**, a Georgia corporation (hereinafter referred to as the "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of that certain parcel in Cherokee County, Georgia known as Hobgood Park (hereinafter referred to as "Hobgood"); and

**WHEREAS**, Grantee desires an easement allowing the erection and maintenance of a new subdivision sign (the "Subdivision Sign") and installation and maintenance of landscaping within a portion of the Hobgood adjacent to Grantee's residential subdivision; and

**WHEREAS**, Grantor has agreed, upon the terms and conditions hereinafter set forth, to grant said easement to Grantee over and upon certain portions of Hobgood as more particularly shown/described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Property"); and

**WHEREAS**, the easement is hereby intended to provide Grantee, its successors and assigns, access to the Easement Property and the right to erect and maintain a Subdivision Sign and install and maintain landscaping on the Easement Property.

**FOR AND IN CONSIDERATION OF** the above premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Subject to the terms and conditions provided herein, Grantor does hereby grant to Grantee a perpetual easement of access, ingress, egress, passage and use, for the erection and maintenance of a Subdivision Sign and installation and maintenance of landscaping on the Easement Property subject to the conditions enumerated herein.

2. Conditions and Obligations with Respect to the Easement. The easement granted herein and Grantee's use thereof are subject to the terms and conditions contained in that agreement attached hereto and incorporated herein by reference as Exhibit "B".

3. Easement for Benefit of the Grantee. The easement created herein is solely for the benefit of the Grantee, and its successors and assigns, subject to and in accordance with the terms and conditions hereof, and no third-party beneficiary rights are created or inferred.

4. Successors and Assigns. The easement contained herein shall run with and be appurtenant to the Grantee's subdivision and shall run with title to and burden the Easement Property and the Subdivision Sign forever and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors, assigns and successors-in-title of Grantor and Grantee. All obligations of Grantor and Grantee hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against Grantor and Grantee or their successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued; it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released of any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance.

5. Taxes. Grantor and Grantee acknowledge and agree that Grantor shall pay all real estate taxes and assessments, if any, levied against the Easement Property and that Grantee shall pay all real estate taxes and assessments, if any, levied against the Subdivision Sign.

6. Breach and Remedies. This Agreement shall create a privity of contract and/or estate with and between Grantor and Grantee. In the event of a breach or default, or attempted or threatened breach or default by any party hereto of any of the terms, covenants and conditions hereof, which shall not have been cured within thirty (30) days following receipt by the other party of written notice from the complaining party, the complaining party shall be entitled to (a) full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequence of such breach or default, and (b) the right to cure any breach or default hereunder. All costs and expenses of any such suit or proceeding and all costs of curing such breach or default shall be assessed against the offending, breaching party.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

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

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTOR:

Cherokee County, Georgia

By: \_\_\_\_\_  
L.B. Ahrens, Chairman

Attest: \_\_\_\_\_  
County Clerk

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

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

[AFFIX NOTARIAL SEAL OR STAMP]

GRANTEE:

Towne Lake Residential Owners Association, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary

(Affix Corporate Seal)

**EXHIBIT A**

(ATTACHED)





3595 Canton Road  
Suite 116, PMB 272  
Marietta, GA 30066  
Ph. (678) 355-9905  
Fax (678) 355-9805  
www.frontlinesurveying.com

LEGAL DESCRIPTION - AREA 1 - 0.14 ACRES

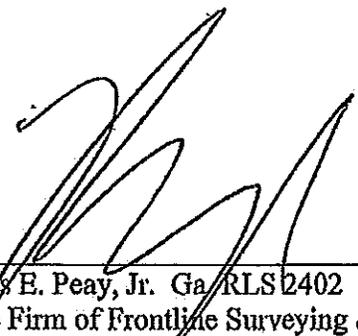
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 758 of the 21st District, 2nd Section, of Cherokee County, Georgia and being more particularly described as follows:

TO LOCATE THE POINT OF BEGINNING, commence a point located at the intersection of the proposed easterly right-of-way margin of Bells Ferry Road (Variable Right-of-Way) and the proposed northerly right-of-way margin of Town Lake Parkway (Variable Right-of-Way); Thence following said proposed northerly right-of-way margin of Town Lake Parkway, proceed South  $89^{\circ}13'31''$  East a distance of 42.50 feet to a point, said point being the TRUE POINT OF BEGINNING;

THENCE leaving said proposed northerly right-of-way margin of Town Lake Parkway, proceed North  $19^{\circ}19'03''$  West a distance of 85.44 feet to a point, said point being located on the proposed easterly right-of-way margin of said Bells Ferry Road; Thence leaving said proposed easterly right-of-way margin of said Bells Ferry Road, proceed North  $89^{\circ}13'31''$  East a distance of 90.00 feet to a point; Thence proceed South  $00^{\circ}46'29''$  East a distance of 81.00 feet to a point, said point being on the proposed northerly right-of-way Margin of said Town Lake Parkway; Thence following said proposed northerly right-of-way margin of Town Lake Parkway, proceed South  $89^{\circ}13'31''$  West a distance of 62.83 feet to a point, said point being the POINT OF BEGINNING.

Together with and subject to all covenants, easements, and restrictions of record.

Tract described herein containing 0.14 acres of land (6,190 Square feet), more or less, described on a survey by Frontline Surveying & Mapping, Inc., job number 46527, dated 10/17/2012 as AREA 1.

  
Thomas E. Peay, Jr. Ga. RLS 2402  
For the Firm of Frontline Surveying & Mapping, Inc.





3595 Canton Road  
Suite 116, PMB 272  
Marietta, GA 30066  
Ph. (678) 355-9905  
Fax (678) 355-9805  
www.frontlinesurveying.com

LEGAL DESCRIPTION - AREA 2 - 1.26 ACRES

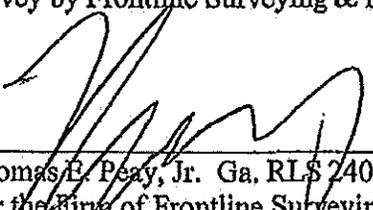
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 758 of the 21st District, 2nd Section, of Cherokee County, Georgia and being more particularly described as follows:

TO LOCATE THE POINT OF BEGINNING, commence a point located at the intersection of the proposed easterly right-of-way margin of Bells Ferry Road (Variable Right-of-Way) and the proposed northerly right-of-way margin of Town Lake Parkway (Variable Right-of-Way); Thence following said proposed easterly right-of-way margin of Bells Ferry Road, proceed along an arc to the left a distance of 129.98 feet, said arc having a radius of 7699.44 feet and being subtended by a chord bearing North  $01^{\circ}15'31''$  West a distance of 129.98 feet to a point, said point being the TRUE POINT OF BEGINNING;

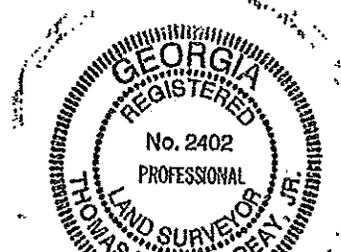
Thence proceed along an arc to the left a distance of 232.60 feet, said arc having a radius of 7699.44 feet and being subtended by a chord bearing North  $02^{\circ}36'27''$  West a distance of 232.59 feet to a point; Thence proceed North  $03^{\circ}28'26''$  West a distance of 414.37 feet to a point; Thence leaving said proposed easterly right-of-way margin of Bells Ferry Road, proceed along an arc to the right a distance of 90.70 feet, said arc having a radius of 524.00 feet and being subtended by a chord bearing South  $89^{\circ}56'38''$  West a distance of 90.58 feet to a point; Thence proceed South  $08^{\circ}39'59''$  West a distance of 127.85 feet to a point; Thence proceed along an arc to the left a distance of 82.35 feet, said arc having a radius of 624.90 feet and being subtended by a chord bearing South  $05^{\circ}03'53''$  West a distance of 82.29 feet to a point; Thence proceed along an arc to the left a distance of 94.18 feet, said arc having a radius of 400.00 feet and being subtended by a chord bearing South  $05^{\circ}27'19''$  East a distance of 93.96 feet to a point; Thence proceed along an arc to the left a distance of 161.74 feet, said arc having a radius of 592.47 feet and being subtended by a chord bearing South  $20^{\circ}01'16''$  East a distance of 161.24 feet to a point; Thence proceed South  $03^{\circ}28'26''$  East a distance of 240.64 feet to a point; Thence proceed South  $00^{\circ}46'29''$  East a distance of 81.00 feet to a point, said point being on the proposed northerly right-of-way margin of said Town Lake Parkway; Thence following said proposed northerly right-of-way margin of said Town Lake Parkway, proceed South  $89^{\circ}13'31''$  West a distance of 62.83 feet to a point; Thence leaving said proposed northerly right-of-way margin of said Town Lake Parkway, proceed North  $19^{\circ}19'03''$  West a distance of 85.44 feet to a point; Thence proceed North  $19^{\circ}19'03''$  West a distance of 51.66 feet to a point, said point being on the proposed easterly right-of-way margin of Bells Ferry Road and said point also being the POINT OF BEGINNING;

Together with and subject to all covenants, easements, and restrictions of record.

Tract described herein containing 0.26 acres of land (54,812 Square feet), more or less, described on a survey by Frontline Surveying & Mapping, Inc., job number 46527, dated 10/17/2012 as AREA 2.

  
Thomas E. Peay, Jr. Ga. RLS 2402  
For the Firm of Frontline Surveying & Mapping, Inc.

W:\DOCUMENTS\Legal\46527 - Legal Description - Area 2 - 1.26 AC.doc  
10/22/2012 1:58:47 PM





3595 Canton Road  
Suite 116, PMB 272  
Marietta, GA 30066  
Ph. (678) 355-9905  
Fax (678) 355-9805  
www.frontlinesurveying.com

LEGAL DESCRIPTION - AREA 3 - 0.46 ACRES

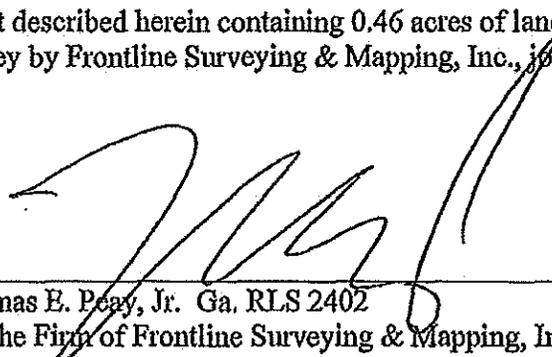
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 758 of the 21st District, 2nd Section, of Cherokee County, Georgia and being more particularly described as follows:

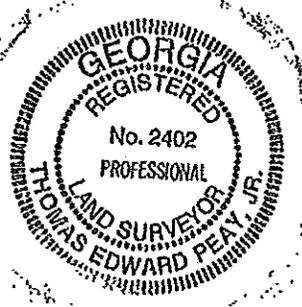
TO LOCATE THE POINT OF BEGINNING, commence a point located at the intersection of the proposed easterly right-of-way margin of Bells Ferry Road (Variable Right-of-Way) and the proposed northerly right-of-way margin of Town Lake Parkway (Variable Right-of-Way); Thence following said proposed northerly right-of-way margin of Town Lake Parkway, proceed North  $89^{\circ}13'31''$  East a distance of 42.50 feet to a point; Thence proceed North  $89^{\circ}13'31''$  East a distance of 62.83 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence leaving said proposed northerly right-of-way margin of Town Lake Parkway, proceed North  $00^{\circ}46'26''$  West a distance of 81.00 feet to a point; Thence proceed North  $89^{\circ}13'31''$  East a distance of 250.00 feet to a point; Thence proceed South  $00^{\circ}46'29''$  East a distance of 81.00 feet to a point, said point being on the proposed northerly right-of-way margin of said Town Lake Parkway; Thence following said proposed northerly right-of-way margin of Town Lake Parkway; proceed South  $89^{\circ}13'31''$  West a distance of 250.00 feet to a point, said point also being the POINT OF BEGINNING;

Together with and subject to all covenants, easements, and restrictions of record.

Tract described herein containing 0.46 acres of land (20,250 Square feet), more or less, described on a survey by Frontline Surveying & Mapping, Inc., job number 46527, dated 10/17/2012 as AREA 3.

  
Thomas E. Peay, Jr. Ga. RLS 2402  
For the Firm of Frontline Surveying & Mapping, Inc:



**EXHIBIT B**  
**(ATTACHED)**

**THIS AGREEMENT** is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and the **TOWNE LAKE RESIDENTIAL OWNERS ASSOCIATION** ("TLROA"). The County and the TLROA shall be collectively referred to as the "Parties".

**WITNESSETH THAT:**

**WHEREAS**, the TLROA is desirous of erecting new signage and performing landscaping on property owned by the County at the intersection of Towne Lake Parkway and Bells Ferry Road, more specifically Hobgood Park;

**WHEREAS**, the County has set forth certain minimum standards to be implemented in the design, construction, installation, placement and maintenance of the sign and its immediate surroundings;

**WHEREAS**, the TLROA agrees to install such signage at said location in accordance to said minimum standards and in accordance with all applicable county ordinances; and

**WHEREAS**, the TLROA agrees to provide a comprehensive liability policy covering any incident involving the sign, to name the County as an insured under the policy, and to indemnify the County and hold it harmless for any liability which may arise concerning the sign.

**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 receipt of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

**A. Design, Placement, Construction, Installation and Maintenance of Sign.**

The TLROA covenants and agrees to abide by all applicable Zoning Ordinances in the design, placement, construction, installation and maintenance of the contemplated sign including but not limited to Section 11.8 of the Cherokee County Zoning Ordinance. In keeping with this provision the TLROA specifically agrees to the following in the design, placement, construction, installation and maintenance of said signage:

- (1) Before construction begins, a detailed construction plan must be submitted and approved by the County.
- (2) The TLROA agrees to maintain the sign and its immediate surroundings in a manner that meets the standards of the Towne Lake community and in a manner that complies with all applicable County ordinances.
- (3) The TLROA agrees to provide appropriate lighting for the sign for the health, safety and welfare of the traveling public.

**B. Indemnification of County**

The TLROA covenants and agrees to take and assume all responsibility for the design, placement, construction, installation and maintenance of the sign and its surroundings. The TLROA shall bear all losses and damages directly or indirectly resulting to it on account of the design, placement, construction, installation, and/or maintenance of the sign. The TLROA shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the design, placement, construction, installation, and/or maintenance of the sign. The TLROA shall be responsible for any subcontractor, anyone directly or indirectly employed by the TLROA or its subcontractor or anyone for whose acts the TLROA or its subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that 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 TLROA, any subcontractor, anyone directly or indirectly employed by the TLROA or its subcontractor or anyone for whose acts the TLROA 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 TLROA or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

(1) Insurance

The TLROA 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 design, placement, construction, installation, and maintenance of the sign, 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:

The TLROA shall maintain a Comprehensive General Liability Policy of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(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 Coverage.

- (i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the TLROA with regard to the design, placement, construction, installation, and maintenance of the sign. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The TLROA's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the TLROA's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.
- (iv) Coverage shall state that the TLROA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the TLROA with regard to the design, placement, construction, installation, and maintenance of the sign.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the TLROA in the design, construction, installation, placement and maintenance of the sign.

(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 TLROA. The TLROA shall subsequently provide written notice of such cancellation to the County within five (5) days of the TLROA's receipt of such notice from any insurer.

(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:

The TLROA shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by TLROA'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 TLROA 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:

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

(8) Claims-Made Policies:

TLROA shall extend any claims-made insurance policy for at least six (6) years after termination of this agreement.

(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.

**C. 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.

**D. 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.

**E. 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.

**F. 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.

**G. Notices**

(1) Day to Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between the County Engineer for the County and Michael Douglas for the TLROA.

(2) Official Notices

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

Notice to the County shall be sent to:

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

Notice to the TLROA shall be sent to:

(fill in)

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**H. Waiver of Agreement**

The Parties' failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**I. 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.

**J. Force Majeure**

Neither the County nor TLROA 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 TLROA; (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 TLROA have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County.

Cherokee County, Georgia

By: \_\_\_\_\_  
Jerry W. Cooper, County Manager

Towne Lake Residential Owners Association, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
President

# TOWNE LAKE RESIDENTIAL OWNERS' ASSOCIATION WOODSTOCK, GA.

Towne Lake ROA  
117 Towne Lake Pkwy  
Suite 300  
Woodstock, Ga. 30188  
(770) 926-3086

June 27, 2012

Commissioner Jason Nelms  
Geoffrey Morton, County Engineer  
Cherokee County  
1130 Bluffs Parkway  
Canton, Ga. 30114

Gentlemen,

During the past several years, the Association has had conversation with County Engineer Geoff Morton regarding the construction of a replacement monument at the Bells Ferry Road / Towne Lake Parkway location based on a location required by the planned widening project for Bells Ferry Road. As you are aware, the actual implementation of the roadway widening project has been postponed several times due to funding restraints. However, due to the worsening condition of the existing monument, it is time that the Association move forward with the construction of a replacement monument since repair would be the less financially prudent than constructing the new monument at this time.

Therefore, the Association is asking the County for two measures. First, based on the plans provided and the recommendation received from the County Engineer, the Association asks that a new easement be granted by the County to the ROA allowing the monument to be moved from the new Right-of-Way boundaries. Second, based on the requirements of the area, the Association asks that the County grant to the ROA a landscape easement from the corner of Bells Ferry Road – Towne Lake Parkway to the two entrances to Hobgood Park so that improved landscaping and irrigation may always be available to enhance the Park's and the Towne Lake Community's image to the general public. With the construction of the new monument, the Association plans to significantly improve the landscaping frontage of both roadways besides the actual monument area.

Since the original developer of Towne Lake was instrumental in the creation of Hobgood Park and created the important bond between the Towne Lake Community and Hobgood Park, it is hoped that all Cherokee County Governmental Officials will recognize the relationship and expedite the process of this request so that construction can begin in early 2013 and be completed by May, 2013.

Our property manager, Michael Douglas, stands ready to work with Mr. Morton in meeting any requirements necessary as we move forward with this effort. Enclosed with this request are copies of the design and dimensions and the recently completed survey location based on the GDOT plans for Bells Ferry Road. Please don't hesitate in requesting any other documentation or support for an expedited approval.

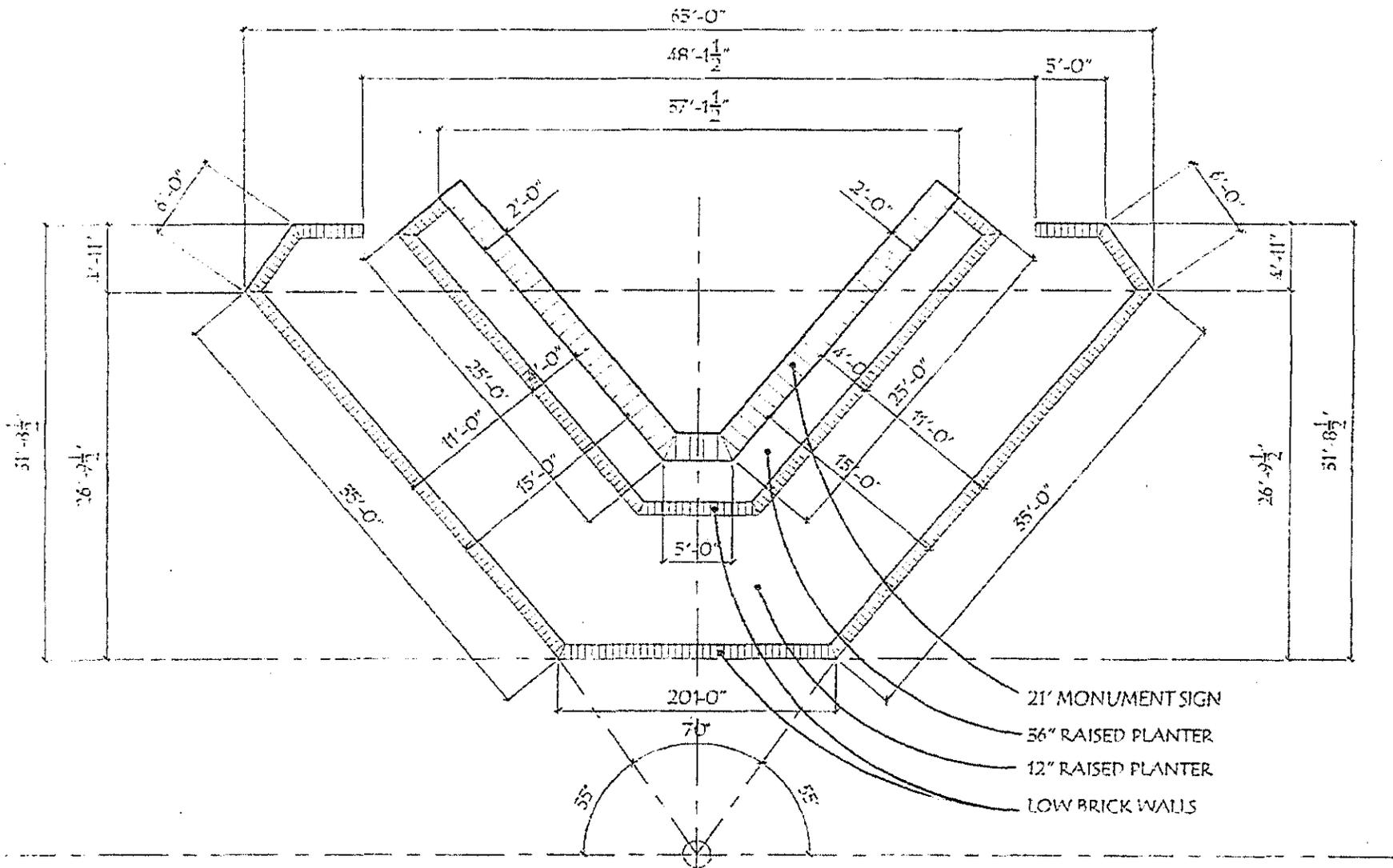
As an organization desiring to improve our Community and County, we look forward to the conclusion of this project where all members of our County can look upon, with pride, the approaches to Towne Lake and Hobgood Park. Thank you for your support and assistance in the endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Davis". The signature is fluid and cursive, with a long horizontal stroke at the end.

Drew Davis, President  
Towne Lake Residential Owners Association



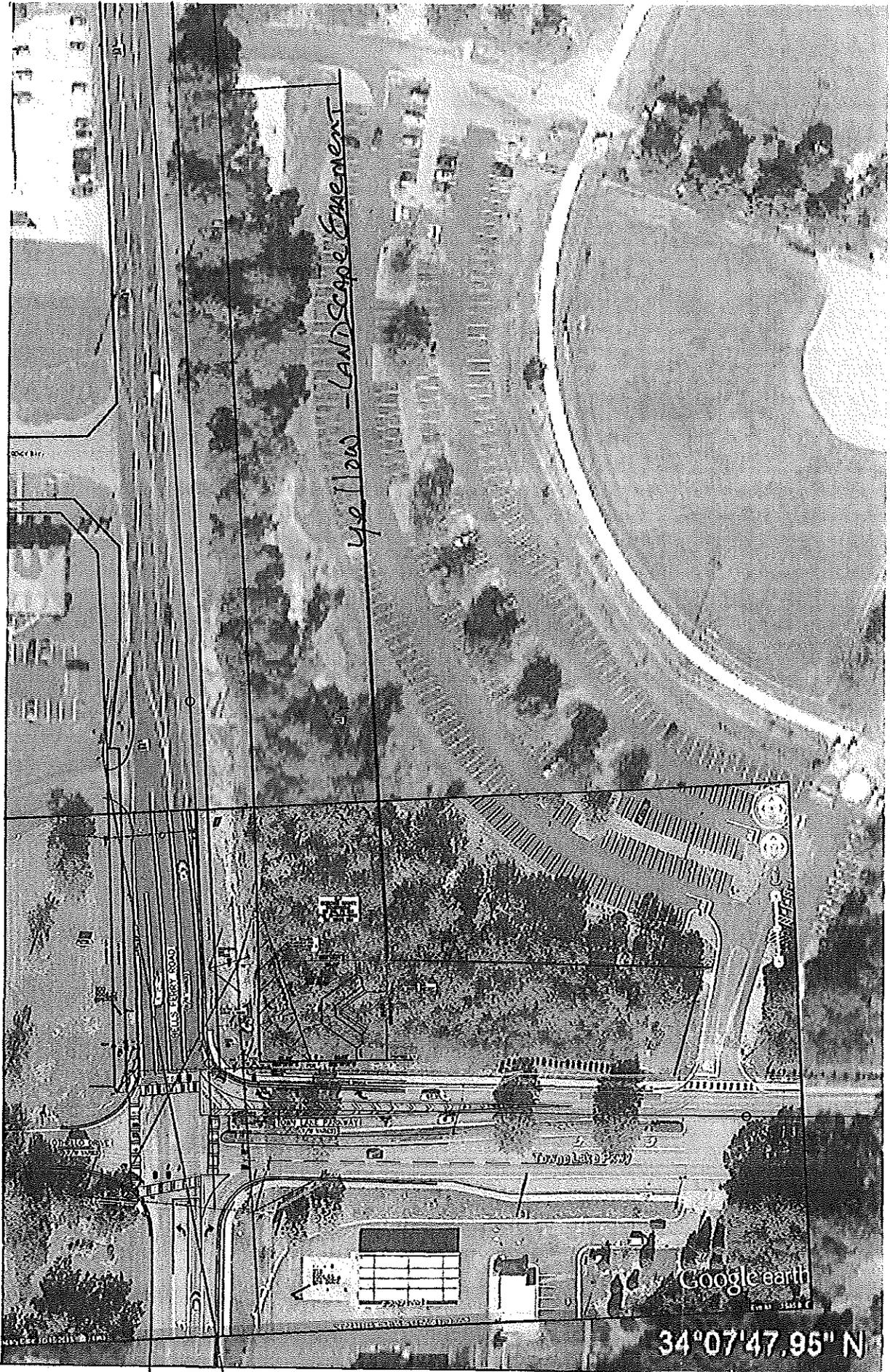


## TOWNE LAKE ENTRY SIGN PLAN

SCALE: 1" = 10'-0"











REV	DATE	BY	CHK	DESCRIPTION

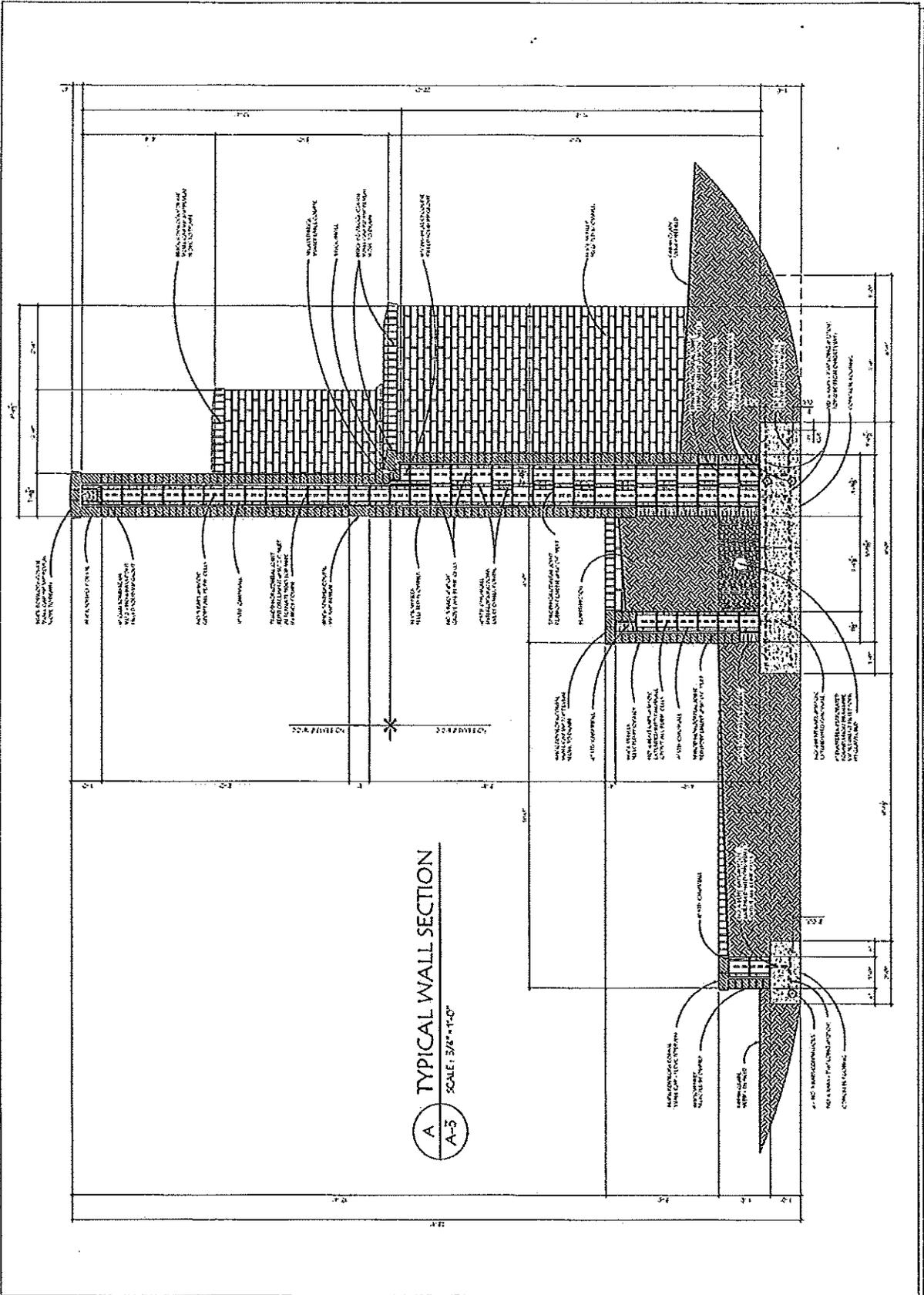
These drawings are prepared by the Professional Engineer of Record and are to be used only for the project and location specified. Any other use without the written permission of the Engineer of Record is prohibited.

David E. Surber - Architect, P.C.  
 330 Bay Area Road  
 Marina, CA 94028  
 Phone: 708-44-2222  
 Fax: 708-44-2223  
 E-mail: dsurber@pc.com



NEW MONUMENT ENTRY SIGN  
 for  
 TOWNE LAKE  
 CHELSEA COUNTY GEORGIA  
 TOWNE LAKE PAVY, & BELLS FERRY RD.

PROJECT NO. 13-10  
 DATE 6-6-12  
 SHEET NO. A-3  
 OF 4  
 WALL SECTION



A TYPICAL WALL SECTION  
 SCALE: 3/8" = 1'-0"







Cherokee County, Georgia  
Agenda Request

SUBJECT: 2012 CIE/STWP Adoption MEETING DATE: November 6, 2012

SUBMITTED BY: Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Consider adoption of the 2012 Cherokee County Capital Improvement Element (CIE) and Short Term Work Program (STWP) Annual Update as approved by Georgia Department of Community Affairs and the Atlanta Regional Commission.

FACTS AND ISSUES:

See attached letters from ARC and DCA.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Adopt the 2012 Annual Update.

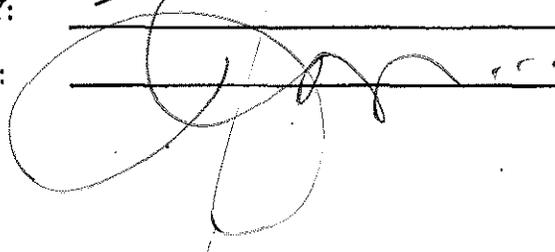
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:



October 8, 2012

The Honorable L.B. "Buzz" Ahrens  
Chairman, Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114

RE: 2012 Capital Improvements Element/Short-Term Work Program Annual Update

Dear Chairman Ahrens,

We have completed the regional review of the 2012 Capital Improvements Element (CIE)/Short-Term Work Program (STWP) Annual Update for Cherokee County and are pleased to inform you that the Georgia Department of Community Affairs (DCA) has determined that the submittal is in compliance with the Development Impact Fee Act and Minimum Standards and Procedures for Local Comprehensive Planning.

Renewal of Qualified Local Government (QLG) status is contingent upon official adoption of the CIE/STWP Annual Update as an amendment to the County's Comprehensive Plan. Please note that the update may not be adopted until November 6, 2012 in order to satisfy the mandatory review period. Once the update has been adopted, please send us a copy of the adoption resolution and any revisions so that we may forward that information to DCA. Upon receiving notification that the CIE/STWP Annual Update has been adopted, DCA will renew the County's QLG status.

I commend you and Cherokee County for your commitment to the comprehensive planning process. Please contact Jared Lombard at (404) 463-3302 or [jlombard@atlantaregional.com](mailto:jlombard@atlantaregional.com) if you have any questions or if we can provide further assistance.

Sincerely,



Dan Reuter  
Chief, Land Use Division

Enclosure

Cc: Jeff Watkins, Director, Department of Planning & Zoning, Cherokee County  
Margaret Stallings, Principal Planner, Department of Planning & Zoning, Cherokee County



Nathan Deal  
Governor



Georgia™  
Department of  
Community Affairs

Mike Beatty  
Commissioner

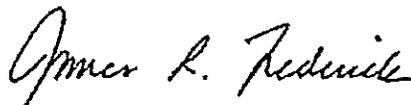
October 5, 2012

Mr. Douglas R. Hooker  
Executive Director  
Atlanta Regional Commission  
40 Courtland Street, NE  
Atlanta, Georgia 30303

Dear Mr. Hooker:

Our staff has reviewed the Annual Update of the Capital Improvement Element (CIE Update) for Cherokee County and finds that it adequately addresses applicable requirements. The next step is for the local government to adopt the CIE Update. Based upon the date that your staff certified the submittal as complete, the earliest acceptable adoption date is November 6, 2012. As soon as your office provides written notice that the CIE Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the County that its Qualified Local Government status has been extended.

Sincerely,



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

JF/nah

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



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

[www.dca.ga.gov](http://www.dca.ga.gov)

An Equal Opportunity Employer



**RESOLUTION NO. 2012-R-\_\_\_\_\_**

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

WHEREAS, the annual update of the Capital Improvement Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and Public Hearing was held at the Cherokee County Administration Building on August 21<sup>st</sup>, 2012 at 6 p.m.;

BE IT THEREFORE RESOLVED, that the Cherokee County Board of Commissioners does hereby adopt the annual update of the Capital Improvements Element and Short Term Work Program covering the five-year period 2012-2016, as per the requirements of the Georgia Planning Act of 1989.

Adopted this 6<sup>th</sup> day of November, 2012.

BY: \_\_\_\_\_  
L.B. Ahrens, Chairman

ATTEST: \_\_\_\_\_  
Christy Black, County Clerk

*Cherokee County*

*August 21, 2012*



**Annual Impact Fee Financial Report  
& Short Term Work Plan Update  
2012**

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CHEROKEE COUNTY		Annual Impact Fee Financial Report - 2012*					
Public Facility	Libraries	Fire Protection	Sheriff's Patrol	Public Safety Facility	Parks/Recreation	Transportation	TOTAL
Impact Fee Fund Balance Jan 1, 2011	\$447,723	\$22,419	\$22,442	\$1,209,284	\$669,597	\$1,109,583	\$3,481,048
Impact Fees Collected (January 2011 through December 2011)	\$15,318	\$34,671	\$644	\$16,282	\$40,733	\$54,133	\$161,781
Accrued Interest	\$461	\$0	\$0	\$1,374	\$544	\$680	\$3,059
Administrative/Other Costs	\$566	\$70	\$28	\$1,499	\$869	\$1,423	\$4,455
(Administrative/Other Costs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Impact Fee Refunds)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Project Expenditures)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact Fee Fund Balance Jan 1, 2012	\$464,068	\$57,160	\$23,114	\$1,228,439	\$711,743	\$1,165,819	\$3,650,343
Impact Fees Encumbered	\$2,848,134	\$7,775,008	\$464,602	\$4,620,335	\$4,218,090	\$5,612,868	\$25,539,036

\*This annual report covers the last completed fiscal year - January to December, 2011

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility:		Libraries						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2011	Impact Fees Encumbered*	Status/Remarks
New Woodstock Library Facility	2003	2005	\$4,400,000	29%	General Fund, State of Georgia	\$0	\$1,500,000	Complete
R.T. Jones Library Facility Addition	2009	2011	\$1,402,007	30%	General Fund, State of Georgia	\$134,672	\$420,000	Complete
Northeast Library Facility	2013	2014	\$5,616,857	64%	General Fund, State of Georgia	\$0	\$0	
Library Collection Materials	2003	2003	\$272,344	56%	General Fund	\$0	\$152,513	Complete
Library Collection Materials	2003	2003	\$194,741	55%	General Fund	\$0	\$107,108	Complete
Library Collection Materials	2003	2003	\$367,845	74%	General Fund	\$0	\$397,986	Complete
Library Collection Materials	2004	2004	\$98,973	55%	General Fund	\$0	\$54,435	Complete
Library Collection Materials	2005	2005	\$65,314	53%	General Fund	\$0	\$34,616	Complete
Library Collection Materials	2006	2006	\$217,873	52%	General Fund	\$0	\$113,294	In Process
Library Collection Materials	2007	2007	\$223,690	52%	General Fund	\$0	\$68,182	In Process
Library Collection Materials	2008	2008	\$353,088	92%	General Fund	\$0	\$0	
<b>Total of Costs, Expenditures &amp; Impact Fees Encumbered</b>			<b>\$13,212,732</b>			<b>\$134,672</b>	<b>\$2,848,134</b>	

\*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2011.

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility: Fire Protection								
Service Area: County-wide except Canton and Woodstock								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2011	Impact Fees Encumbered*	Status/Remarks
Station 2 Renovation/Expansion	2003	2004	\$65,000	96%	Fire District <sup>+</sup>	\$0	\$62,400	Complete
Fire Engine 9	2003	2003	\$275,000	89%	Fire District <sup>+</sup>	\$0	\$244,750	Complete
Fire Engine 20	2003	2003	\$306,000	87%	Fire District <sup>+</sup>	\$0	\$266,220	Complete
Training Van	2003	2003	\$50,000	88%	Fire District <sup>+</sup>	\$0	\$44,000	Complete
Holly Springs Fire Station 8	2003	2004	\$1,200,000	100%	None	\$0	\$677,683	Complete
Rescue Unit (Mass Response)	2003	2004	\$216,000	100%	Fire District <sup>+</sup>	\$0	\$216,000	Complete
Air Truck	2003	2004	\$355,000	100%	Fire District <sup>+</sup>	\$0	\$355,000	Complete
Fire Engine	2003	2004	\$400,000	87%	Fire District <sup>+</sup>	\$0	\$348,000	Complete
Station 1 Expansion	2003	2005	\$150,000	88%	Fire District <sup>+</sup>	\$0	\$132,000	Complete
Station 19 Replacement	2004	2006	\$1,500,000	81%	Fire District <sup>+</sup>	\$0	\$558,505	Complete
Ambulance Purchase	2004	2009	\$2,050,000	100%	None	\$0	\$2,392,426	Complete
Supply Warehouse	2005	2008	\$2,325,000	90%	Fire District <sup>+</sup>	\$0	\$850,000	Complete
Station 13 Replacement	2010	2011	\$1,200,000	81%	Fire District <sup>+</sup>	\$0	\$0	
Fire Engine	2007	2007	\$350,000	100%	None	\$0	\$370,086	Complete
Fire Engine x 3	2008	2008	\$1,125,000	100%	None	\$0	\$1,076,637	Complete
Station 15 Relocation & Replacement	2010	2011	\$1,500,000	81%	Fire District <sup>+</sup>	\$0	\$0	
Heavy Vehicles x 3	2009	2009	\$971,000	90%	Fire District <sup>+</sup>	\$0	\$0	
Airport Crash Truck	2010	2010	\$800,000	90%	Fire District <sup>+</sup>	\$0	\$0	
Fire-Emergency Services Training Facility	2010	2012	\$3,141,850	100%	Fire District <sup>+</sup>	\$0	\$181,301	In Process
<b>Total of Costs, Expenditures &amp; Impact Fees Encumbered</b>			<b>\$17,979,850</b>			<b>\$0</b>	<b>\$7,775,008</b>	

\*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2011.

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

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility:		Public Safety Facility						
Service Area:		County-wide (except fire administration)						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2011	Impact Fees Encumbered	Status/Remarks
Public Safety Facility	2000	2002	\$33,599,204	58%	General Fund	\$0	\$4,494,824	In Process
Special Purpose Vehicle Garage	2006	2007	\$125,512	100%	None	\$0	\$125,511	Complete
<b>Total of Costs, Expenditures &amp; Impact Fees Encumbered</b>			<b>\$33,599,204</b>			<b>\$0</b>	<b>\$4,620,335</b>	

\*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2011.

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility:		Parks and Recreation						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2011	Impact Fees Encumbered	Status/Remarks
Clayton Area / Weatherby Park	2004	2007	\$2,000,000	20%	General Fund	\$0	\$406,890	Complete
Fields Landing Park Expansion (was Sutallee Area Community Park)	2003	2009	\$700,000	35%	General Fund	\$0	\$245,000	Complete
Biello Park (Little River/Mill Creek County-wide Park Phase I)	2003	2010	\$4,000,000	83%	General Fund	\$0	\$2,429,720	Under Construction
Waleska City Park (Cline Park)	2004	2005	\$375,000	93%	General Fund	\$0	\$399,553	Complete
Creighton Road Park (Ray)	2009	2009	\$375,000	83%	General Fund	\$0	\$311,250	Complete
Hobgood Park	2006	2007	\$425,000	100%	General Fund	\$0	\$425,676	Complete
<b>Total of Costs, Expenditures &amp; Impact Fees Encumbered</b>			<b>\$7,875,000</b>			<b>\$0</b>	<b>\$4,218,090</b>	

\*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2011.

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility:		Transportation						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2011	Impact Fees Encumbered	Status/Remarks
Towne Lake Parkway (road improvement)	2000	2001	\$4,577,900	42%	GADOT, General Fund	\$0	\$3,039,334	Construction Complete - Reimbursement Phase
Business 5 (road widening and relocation)	2000	2001	\$5,430,756	22%	GADOT, General Fund	\$0	\$1,194,766	Construction Complete - Reimbursement Phase
Riverstone Boulevard (new road construction)	2000	2001	\$1,145,349	22%	GADOT, General Fund	\$0	\$251,977	Construction Complete - Reimbursement Phase
Bell Ferry Road (design and safety planning)	2000	2003	\$784,956	46%	General Fund	\$0	\$361,080	Construction Complete - Reimbursement Phase
Rope Mill Road (new road construction)	2000	2001	\$5,252,228	15%	GADOT, General Fund	\$0	\$765,711	Construction Complete - Reimbursement Phase
Reinhardt College Road (new road construction)	2000	2001	\$718,580	21%	GADOT, General Fund	\$0	\$0	Construction Complete - Reimbursement Phase
Eagle Drive (road widening)	2004	2006	\$5,504,074	35%	GADOT, General Fund	\$0	\$0	Construction Complete - Reimbursement Phase
East Cherokee Drive (road widening)	2005	2007	\$4,800,000	23%	GADOT, General Fund	\$0	\$0	Construction Complete - Reimbursement Phase
<b>Total of Costs, Expenditures &amp; Impact Fees Encumbered</b>			<b>\$28,213,843</b>			<b>\$0</b>	<b>\$5,612,868</b>	

\*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2011.

CHEROKEE COUNTY		Capital Improvements Project Update 2010-2014*						
Public Facility: Sheriff's Patrol								
Service Area: Unincorporated county								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2011	Impact Fees Encumbered	Status/Remarks
Uniform Patrol Div Office # 19	2005	2006	\$1,295,000	58%	General Fund	\$0	\$464,602	Complete
<b>Total of Costs, Expenditures &amp; Impact Fees Encumbered</b>								
			\$1,295,000			\$0	\$464,602	

\*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through December 2011.

## Short Term Work Plan

Cherokee County								
Project Description	2012	2013	2014	2015	2016	Estimated Total Cost	Funding Sources	Responsible Party
<b>Natural and Historic Resources</b>								
Develop the Etowah River Greenway	X	X	X	X	X	\$2,000,000	County Greenspace Program	BOC, Parks & Rec.
Develop Environmental Awareness Program	X	X	X	X	X	\$10,000	US EPA, Ga DNR	Engineering, Recycling
Develop and adopt a countywide Historic Preservation Ordinance	X	X	X			Unknown	County, GA DNR	BOC, Planning & Land Use, Historical Society
Pursue qualification as a "Certified Local Government" under the Historic Preservation Division of Georgia DNR	X	X				Unknown	County, GA DNR	Planning & Land Use, Historical Society
Develop Historic Property Resource Kit	X	X				Unknown	County	Planning & Land Use, Historical Society
Develop Historic Resources Map	X					Staff Time	County	GIS, Planning & Land Use, Historical Society
Continue to update the Cemetary Location Map as needed	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Historical Society
Investigate developing a National Register nomination for the Reinhardt Campus area in Waleska as a historic district	X	X				\$6,500	Historical Society	Historical Society, City of Waleska
Continue to participate in the Etowah River Habitat Conservation Plan (HCP). Consider adoption of Low Impact Development Guidelines to support the HCP.	X	X				Staff Time	County	BOC, Engineering
Develop a countywide greenspace/land conservation plan.	X	X				\$50,000 + Staff Time	County	BOC, Planning & Land Use, GIS, Parks & Rec.
Develop program to acquire or set aside property identified in countwide greenspace plan.	X	X	X	X	X	Unknown	County Greenspace Program	BOC, Planning & Land Use, Parks & Rec.
<b>Economic Development</b>								
Facilitate stakeholder meetings concerning agribusiness and agritourism in the county.	X	X				Staff Time	Farm Bureau, Chamber of Commerce	Farm Bureau, Chamber of Commerce
Prepare Tax Increment/Finance District Guidelines	X	X				Unknown	County	BOC, Finance, Planning & Land Use
Develop Airport Area Master Plan	X					Staff Time	County	Planning & Land Use, Airport Authority, Development Authority
Develop and promote business and manufacturing sites within Cherokee County, especially Bluffs Business Park.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce

Cherokee County								
Project Description	2012	2013	2014	2015	2016	Estimated Total Cost	Funding Sources	Responsible Party
Continue the focused marketing campaign targeting industries identified in the Cherokee County Economic Strategic Plan	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Enhance the entrepreneurship and small business support programs with a comprehensive range of financial assistance, training, networking, professional advice and educational opportunities.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Continue the Business Expansion & Retention Program and advocacy for existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Implement the Georgia Department of Economic Development's Business InSight program for analysis of existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Focus resources on supporting and expanding existing partnerships between local busines and educational institutions, such as the CCSD Advisory Committees, Career Pathways, Partners in Education and Cherokee Focus.	X	X	X	X	X	Staff Time	CCSD, Chamber of Commerce	Cherokee County School District, Chamber of Commerce
Coordinating and streamline permitting processes and development regulations across all communities in Cherokee County.	X	X				Staff Time	County	Planning & Land Use, Engineering, Building Inspection, Fire Marshal
Encourage the redevelopment of underutilized shopping centers along major transportation corridors to broaden the retail and personal service offerings in Cherokee County.	X	X	X			Staff Time	County	BOC, Planning & Land Use
<b>Housing</b>								
Upgrade Dilapidated Housing	X	X	X	X	X	Unknown	private	Private Developers
Contiue to use federal funds (CDBG & HOME) for the Cherokee County Home Repair Program targeted for low-income seniors and affordable home ownership programs.	X	X	X	X	X	\$1,750,000	County, CDBG	Community Services, GUCC
Construct housing for the elderly and handicapped.	X	X	X	X	X	Unknown	state and federal programs, private	Private Developers
Develop Senior Housing regulations.	X	X				Staff Time	County	BOC, Planning & Land Use
Identify areas with adequate infrastructure to provide affordable housing opportunities.	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Engineering
Facilitate County-wide meetings to encourage cooperation on affordable housing financing from federal and state sources.	X	X	X			Staff Time	County	Planning & Land Use
Review development ordinances to identify constraints and barriers to providing affordable housing.	X	X	X	X	X	Staff Time	County	Planning & Land Use

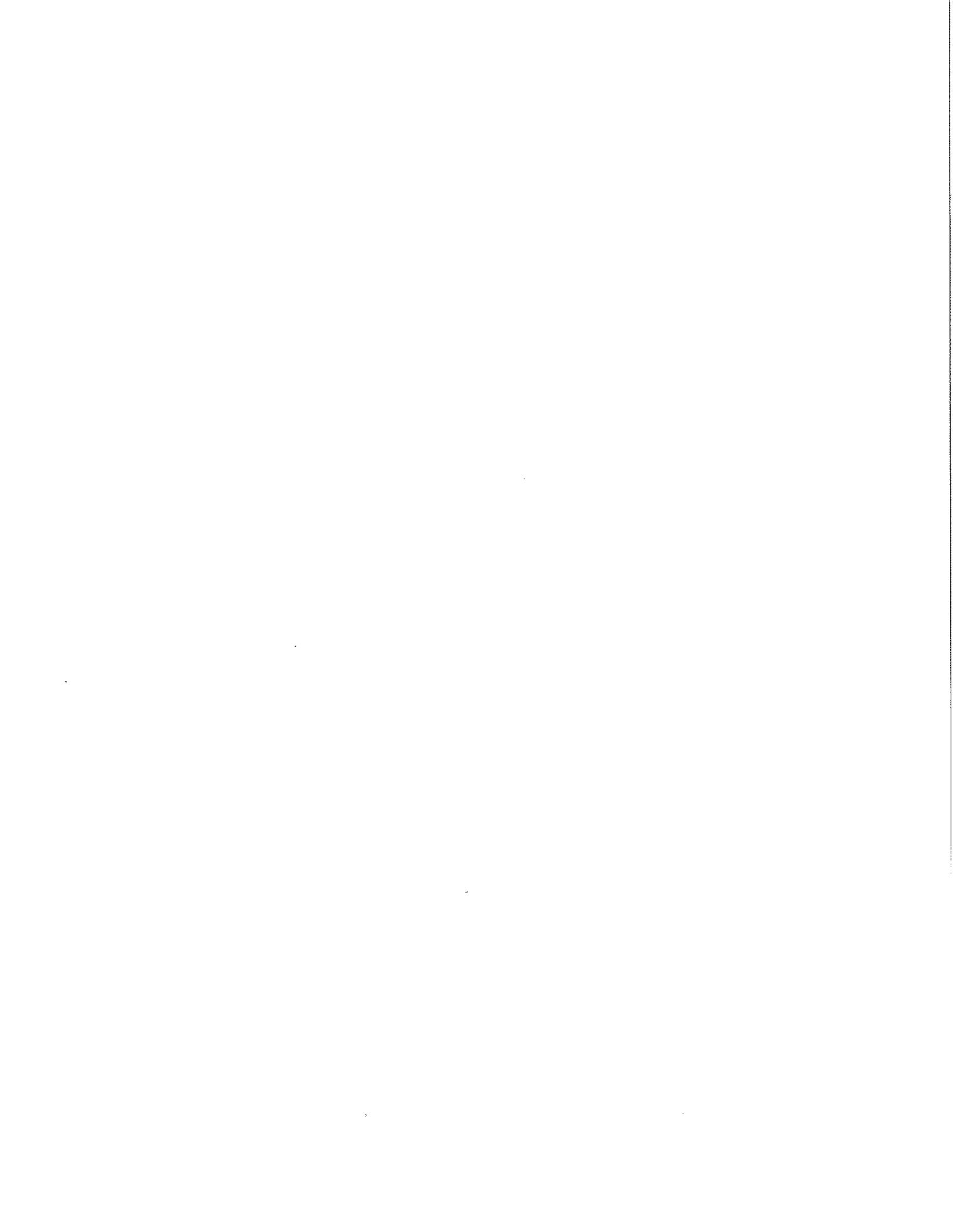
Cherokee County								
Project Description	2012	2013	2014	2015	2016	Estimated Total Cost	Funding Sources	Responsible Party
<b>Community Facilities</b>								
Review periodically Service Delivery strategies, level of services, and develop a plan to provide services to accommodate new growth.	X	X	X	X	X	Unknown	County	BOC, Public Safety, Engineering
Continue to identify, fund and implement Bells Ferry LCI projects	X	X	X	X	X	\$17,000,000	GDOT, ARC, County, Private	BOC, Planning & Land Use, Engineering, Private Developers
<b>Parks and Recreation</b>								
Aquatic Center	X	X				\$18,108,000	Parks Bond	Recreation & Parks, BOC
Barnett Park Renovations	X					\$464,000	Parks Bond	Recreation & Parks, BOC
Biello Park East (Riverside)	X					\$300,000	Impact Fees & Parks Bond	Recreation & Parks, BOC
Biello Park West	X					\$450,750	Impact Fees	Recreation & Parks, BOC
Blankets Creek	X					\$1,075,000	Parks Bond	Recreation & Parks, BOC
Buffington Park Renovations	X					\$75,000	Parks Bond	Recreation & Parks, BOC
Cherokee Mills Lake Allatoona	X	X				\$500,000	SPLOST & Parks Bond	Recreation & Parks, BOC
Dwight Terry Renovations	X					\$461,275	Parks Bond	Recreation & Parks, BOC
East Park			X	X		\$9,875,000	Parks Bond	Recreation & Parks, BOC
Hobgood Park Phase II		X				\$1,000,000	SPLOST & Parks Bond	Recreation & Parks, BOC
Hobgood Park Renovations	X					\$2,000,000	Parks Bond	Recreation & Parks, BOC
Kenny Askew Park Renovations	X					\$200,000	Parks Bond	Recreation & Parks, BOC
Lighting Improvements at Sequoyah	X					\$375,000	Parks Bond	Recreation & Parks, BOC
Patriots Park			X	X		\$7,173,350	Parks Bond	Recreation & Parks, BOC
Recreation Center Renovations	X					\$300,000	Parks Bond	Recreation & Parks, BOC
Sequoyah Park Renovations	X					\$800,000	Parks Bond	Recreation & Parks, BOC
Soccer Complex	X					\$5,150,000	Parks Bond	Recreation & Parks, BOC
Veterans (Thacker) Park		X				\$500,000	Parks Bond	Recreation & Parks, BOC

Cherokee County								
Project Description	2012	2013	2014	2015	2016	Estimated Total Cost	Funding Sources	Responsible Party
Waleska (NW) County Park	X					\$1,200,000	Parks Bond	Recreation & Parks, BOC

Cherokee County								
Project Description	2012	2013	2014	2015	2016	Estimated Total Cost	Funding Sources	Responsible Party
Weatherby Park Renovations	X					\$50,000	Parks Bond	Recreation & Parks, BOC
<b>Transportation</b>								
Roadway Improvements	X	X	X	X	X	\$60,000,000	GDOT, General Fund	BOC
Develop a Context-Sensitive Design Process such as the one recommended by the Georgia Department of Transportation.	X	X				Unknown	County, DCA, ARC	Engineering, Planning & Land Use
Expand Ride/Share Program	X	X				\$15,000	County, ARC, GRTA	Community Services
Install Park/Ride Lots	X	X	X	X	X	\$25,000 per lot	County, ARC, GRTA	Engineering, BOC
Develop Alternative Transportation Education Program	X	X	X	X	X	\$30,000	County, ARC	Engineering, ARC
Bells Ferry Road widening (2 phases)			X	X	X	\$40,288,000	Impact Fees, SPLOST, Ins. Prem. Tax Fund	Engineering
Add Interchange at I-575/Rope Mill Road	X					\$12,000,000	GDOT, General Fund, SPLOST	BOC, City of Woodstock
<b>Public Safety</b>								
Communications System	X	X				\$13,809,772	Impact Fees, General Fund, E-911, SPLOST	E-911, BOC
Sheriff's Patrol Precinct Space	X	X				\$546,096	Impact Fees, General Fund	Sheriff's Department, BOC
Sheriff's Patrol Precinct Space		X	X			\$546,096	Impact Fees, General Fund	Sheriff's Department, BOC
Expansion of Adult Detention Center			X	X	X	\$27,151,762	Impact Fee, General Fund, SPLOST	Sheriff's Department, BOC
Fire Station 1 Expansion	X					\$150,000	Impact Fees, Fire District Fund	Fire Department, BOC
Fire Station 2 Replacement (Ball Ground)		X	X			Unknown	Impact Fees, General Fund	Fire Department, BOC
Fire Station 3 Replacement	X					\$1,500,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 5 Replacement	X					\$1,800,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 6 Replacement (Clayton Area)	X					\$1,700,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 13 Replacement Station		X	X			\$1,200,000	Impact Fees, General Fund	Fire Department, BOC

Cherokee County								
Project Description	2012	2013	2014	2015	2016	Estimated Total Cost	Funding Sources	Responsible Party
Fire Station 15 Relocation & Replacement Station		X	X			\$1,500,000	Impact Fees, General Fund	Fire Department, BOC
Fire Station 32 Renovation						\$100,000	Fire District, SPLOST	Fire Department, BOC
Future Fire Station (new)			X			\$1,085,000	Impact Fees, General Fund	Fire Department, BOC
Fire - Emergency Services Training Facility	X	X				\$3,141,850	Impact Fees, SPLOST	Fire Department, BOC
Purchase property for Future Fire Facilities	X	X	X	X	X	\$750,000	County	Fire Department, BOC
Airport Crash Truck			X			\$800,000	Impact Fees, Fire District	Fire Department, BOC
Ladder Truck					X	\$1,000,000	Impact Fees	Fire Department, BOC
Fire Apparatus Replacement Program	X	X	X	X	X	\$800,000	SPLOST, Impact Fees	Fire Department, BOC
EMS Squad Replacement Program	X	X	X	X	X	\$700,000	County	Fire Department, BOC
Small Fleet Replacement Program	X	X	X	X	X	\$180,000	County	Fire Department, BOC
<b>Library Services</b>								
Library Collection Materials	X	X	X	X	X	\$835,512	Impact Fees, General Fund, SPLOST	Library System, BOC
Northeast Library Facility		X	X			\$5,616,857	Impact Fees, General Fund, State of Georgia, SPLOST	Library System, BOC
Southwest Library Facility				X	X	\$5,742,857	Impact Fees, General Fund, State of Georgia	Library System, BOC
Waleska Library Facility				X	X	\$4,307,147	Impact Fees, General Fund, State of Georgia	Library System, BOC
Rose Creek Library Facility Expansion				X	X	\$4,000,000	Impact Fees, General Fund, State of Georgia	Library System, BOC
<b>Water and Sewage</b>								
Expand Sewer Service Area	X	X	X	X	X	\$60,000,000	CCWSA	County Water & Sewer Authority
Consolidate Water/Sewer Operations with one (1) Agency	X	X	X	X	X	Staff Time	CCWSA	County Water & Sewer Authority
<b>School System</b>								
Construct New Schools	X	X	X	X	X	\$41,000,000	Tax, bonds	Board of Education
Construct Additions to Existing Schools	X	X	X	X	X	\$235,000,000	Tax, bonds	Board of Education
<b>Land Use &amp; GIS</b>								

Cherokee County								
Project Description	2012	2013	2014	2015	2016	Estimated Total Cost	Funding Sources	Responsible Party
Establish an agency to pursue implementing the Bells Ferry LCI Plan.	X	X	X			Unknown	County	BOC, Planning & Land Use
Create small area plans for areas experiencing significant growth pressures or infrastructure issues.	X	X	X	X	X	\$500,000	County	Planning & Land Use
Revise State Route 92 Corridor standards and regulations.	X	X				Staff Time	County	BOC, Planning & Land Use
Develop master plan for downtown Waleska and consider design guidelines for the "college-entertainment" core	X	X				Unknown	City, Reinhart College	Planning & Zoning, City of Waleska, Reinhart College
Continue to update annually the 5-year Capital Improvements Plan and STWP.	X	X	X	X	X	Staff Time	County	Planning & Land Use, Engineering, Public Safety, Parks & Rec.
Conduct annual review of Future Development Map, rezonings and capital projects for plan & map adjustments.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Send a summary of all minor amendments annually to ARC.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Develop Unified Code that combines the zoning ordinance, subdivision regulations and development regulations to consistently implement elements of the Community Agenda.	X					\$75,000 + Staff Time	County	Planning & Zoning, Engineering
Revise rezoning process to provide better information on land use changes and infrastructure impact for each proposal.	X					Staff Time	County	Planning & Zoning
Create design guidelines for each Character Area for residential and non-residential development.	X					Staff Time	County	Planning & Land Use, Engineering
Undertake a Comprehensive Plan update five years after adoption of this Plan.	X	X				Staff Time	County	Planning & Land Use



Inset Aquatic Cfr.  
2.8

**Cherokee County, Georgia  
Agenda Request**

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**SUBJECT:** Aquatic Center

**MEETING DATE:** November 6, 2012

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

**COMMISSION ACTION REQUESTED:** It is requested that the Board of Commissioners approve a Change Order to the Construction Services Agreement (CSA) with New South Construction Company, Inc. for construction of a new retaining wall and increase in the lawn area behind the pavilions at the outdoor recreation pool, in the **not to exceed amount of \$30,000.00** for the new Aquatic Center. It is also requested that the sum of **\$1,500.00 be approved as additional services compensation for Cooper Carry and Ross Consulting Engineers** to review the work of this proposed change.

**FACTS AND ISSUES:** This is an Owner request for improvement of the new aquatic center. This retaining wall at the rear of the building was originally in the project, but removed as a cost savings measure. This work can be fully funded by/from the \$400,000.00 contingency approved by the BOC at the time of the award of the construction contract to New South Construction Company, Inc. To date, we have expended \$319,153.50: \$300,000.00 for the rock blast/removal and \$19,153.50 under a recently approved Construction Change Order for use of the remaining, unspent rock blast/removal monies for other miscellaneous project items. Construction time is NOT affected; and construction can process immediately. Approval of this Owner-requested work does not affect the proposed overall project savings recently reported to the Board.

As stated by New South Construction Company, Inc. in the attached proposal, dated October 22, 2012, the price of the proposed work is \$28,764.00, and includes the following general scope of work: construction of the proposed 120' long by 10' tall modular block retaining wall similar to the other existing modular walls, except tan in color, foundation drain to daylight, placement of approximately 300 cubic yards of soil from on-site, damp-proofing of the surge tank wall, addition of two area drains, placement of approximately 1,800 SF of Bermuda sod, extension of irrigation for this area and 40' extension of black PVC coated chain link fence. Attached are: (1) a sketch of the area; (2) a color copy of the project's rendering of the area of the pavilions and the expanded lawn area; and (3) photos of the sloped area behind the pavilions under construction. Final landscaping is under review for coordination with the final layout of the area.

**BUDGET:**

Budgeted Amount: ( <i>Contingency</i> )	\$400,000.00	<b>Account Name: Aquatic Center</b>
Amount Encumbered:	\$400,000.00	<b>Account #: PR114</b>
Amount Spent to Date:	\$319,153.50	
<b>Amount Requested:</b>	<b>\$ 31,500.00</b>	
Remaining Budget:	\$ 49,346.50	
Budget Adjustment Necessary:	\$ NONE	

**ADMINISTRATIVE RECOMMENDATION:** It is requested that the Board of Commissioners approve a Change Order to the Construction Services Agreement (CSA) with New South Construction Company, Inc. for construction of a new retaining wall and increase in the lawn area behind the pavilions at the outdoor recreation pool, in the **not to exceed amount of \$30,000.00** for the new Aquatic Center. It is also requested that the sum of **\$1,500.00 be approved as additional services compensation for Cooper Carry and Ross Consulting Engineers** to review the work of this proposed change.

**REVIEWED BY:**

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

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

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



**Potential Change Order**

**Cherokee County Aquatic Center**  
 1200 Gresham Mill Parkway  
 Holly Springs, GA 30142

**Project # 21157**

**New South Construction Company, Inc.**

<b>PCO #: 008</b>	<b>10/22/2012</b>	<b>Lawn Behind Pavilions</b>
Category	Reason	Reference
Change Order	Consultant Directive	

**Notes**

Please accept this potential change order to add an additional flat surface of lawn behind the pavilions at the leisure pool. Work will include the following; placement up to 300 cubic yards of soil from on-site, construction of 120' long 10' tall modular block retaining wall similar to existing MSE wall except tan in color, foundation drain to daylight, surge tank wall dampproofing, addition of two area drains (locations & tie-in points provided by civil engineer), placement of up to 1,800 sf of Bermuda sod, extension of irrigation for this area and up to 40' extension of black pvc coated chainlink fence.

**Total Cost Change: \$ 28,764.00**

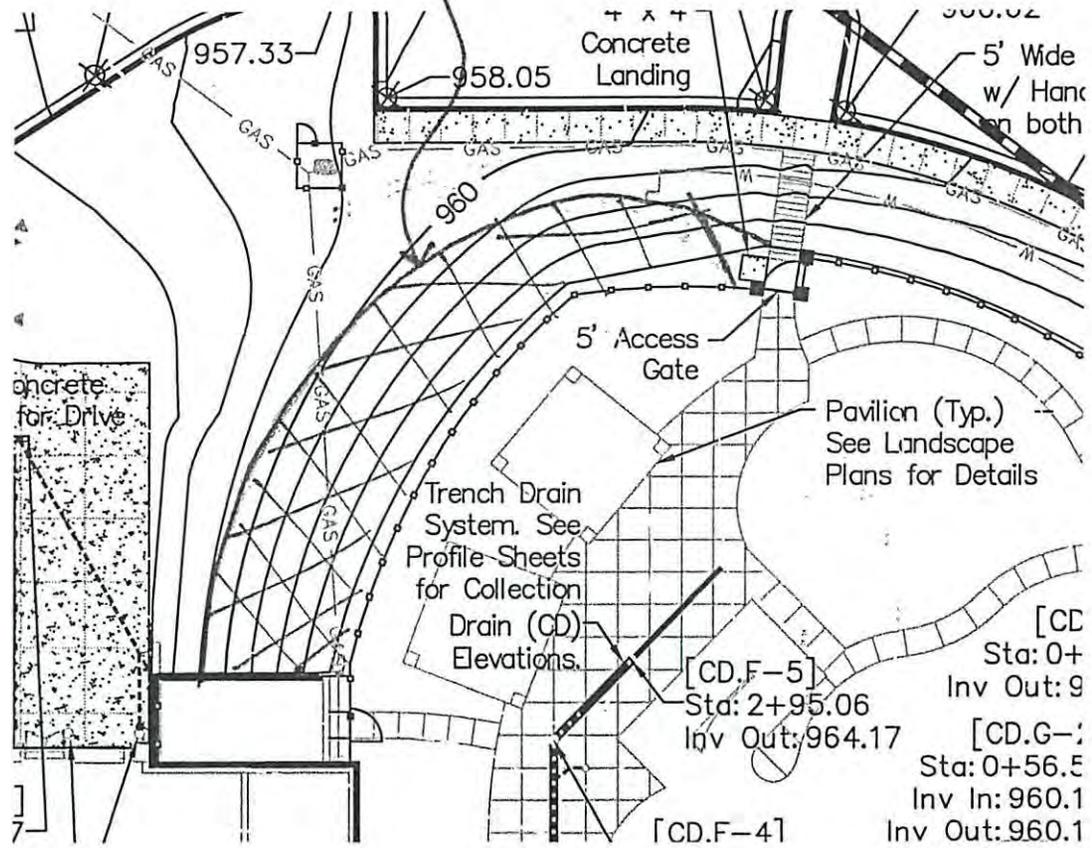
**Total Additional Days Requested: 0**

*The date of substantial completion will be extended by the number of additional requested days.*

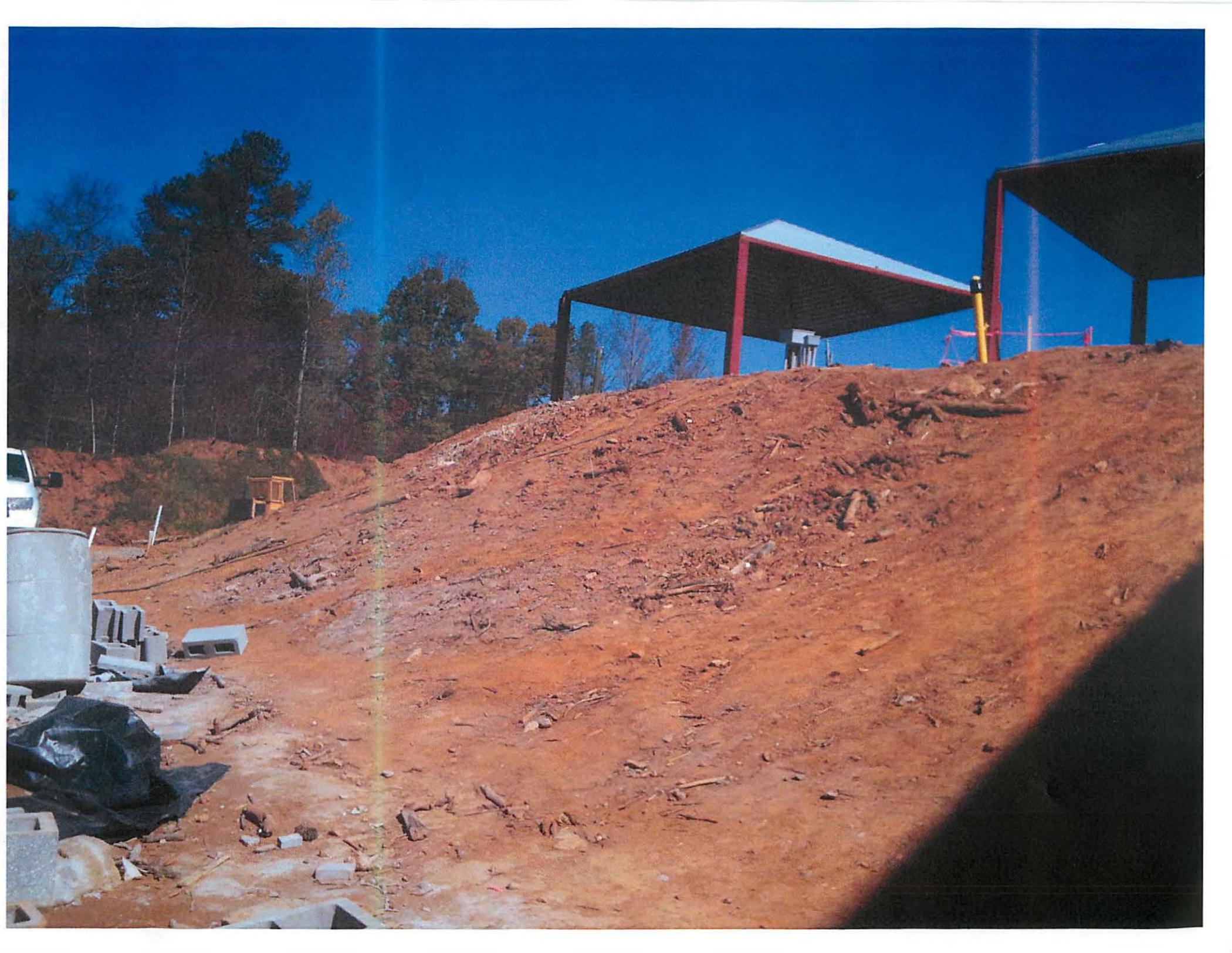
<u>Description of Cost</u>	<u>Itemized Cost Breakdown</u>
MSE Wall including Foundation Drain	\$20,140.00
Soil Placement	\$2,145.00
Dampproofing	\$264.00
Area Drains	\$2,200.00
Bermuda Sod at \$0.55/sf	\$1,980.00
Irrigation	\$1,320.00
Black PVC Coated Chainlink Fence	\$715.00
Total	\$28,764.00

Authorized Owner's Representative Signature	Date	<input type="checkbox"/> Approved  <input type="checkbox"/> Rejected
---	------	--

MAINTAIN ELEVATION FROM BEHIND PAVILIONS TO GREEN LINE AND ADD TAN MODULAR BLOCK RETAINING WALL TO HOLD ADDITIONAL SOIL.









### Cherokee County, Georgia Agenda Request

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SUBJECT: Indigent Burial Assistance Program      MEETING DATE: November 6, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

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COMMISSION ACTION REQUESTED:

Approve Indigent Burial Assistance Program Policy.

---

FACTS AND ISSUES:

The county receives requests from local funeral homes annually to defray the cost of indigent burial. The county is required to pay "funds sufficient to provide a decent interment of the deceased indigent person or to reimburse such person" (e.g., funeral home), if no relative is sufficiently able to support the pauper.

Following a review of state law and discussions with the Coroner and County Marshal, a draft policy has been developed to include:

1. Funding limit up to \$1,000 to defray the cost of indigent burial, including payment to funeral home and/or burial at Pine Knot Cemetery;
2. Indigent Burial Assistance Application to be completed by funeral home and reviewed by the County Marshal and County Manager; and,
3. Verification of Deceased Indigentency to be completed by County Marshal during investigation;

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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.

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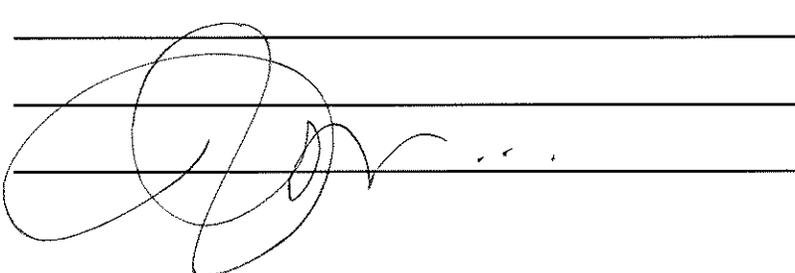
ADMINISTRATIVE RECOMMENDATION:

Approve Indigent Burial Assistance Program Policy.

---

REVIEWED BY:

DEPARTMENT HEAD:	_____
AGENCY DIRECTOR:	_____
COUNTY MANAGER	_____



**CHEROKEE COUNTY, GEORGIA  
INDIGENT BURIAL ASSISTANCE PROGRAM POLICY  
RESOLUTION \_\_\_\_\_**

**WHEREAS**, Cherokee County desires to provide burial assistance in accordance with Georgia Law for qualified indigent persons where there are no other means to pay the cost and can only do so by providing limited benefits thereto:

**BE IT THEREFORE HEREBY RESOLVED THAT:** Effective the 6<sup>th</sup> day of November, 2012 the Cherokee County Board of Commissioners adopts the following requirements and restrictions regarding burial assistance for indigent persons who meet the Cherokee County General Assistance eligibility requirements.

**REQUIREMENTS AND RESTRICTIONS**

Cherokee County may provide funds, up to but not to exceed \$1,000, through the Indigent Burial Assistance Program for the burial of indigents. This program provides for burial assistance when there is no person financially able, or when no estate exists to defray the cost of burial. In order to participate in the Indigent Burial Assistance Program, an application must be completed by the funeral home and filed with the Cherokee County Marshal's Office (Refer to Application attached hereto and marked Exhibit "A"). The County Marshal's Office is the county agent who investigates the availability of resources to defray the cost of burial and determines the eligibility status and financial responsibility of the applicant applying for burial assistance.

The investigation involves but is not limited to: verifying bank accounts, insurance claims, veteran's eligibility, vehicle ownership, real property ownership, personal property ownership, property secured by medical facilities or others, employers benefits, income, and resources. This investigation will determine who is responsible for burial under O.C.G.A §36-12-3 and if an action under O.C.G.A. §36-12-4, "Liability of person sending pauper to county for support services" is appropriate.

**§ 36-12-3. Duty of relatives to support paupers generally; right of county to recover from relatives for provisions furnished**

The father, mother, or child of any pauper contemplated by Code Section 36-12-2, if sufficiently able, shall support the pauper. Any county having provided for such pauper upon the failure of such relatives to do so may bring an action against such relatives of full age and recover for the provisions so furnished. The certificate of the judge of the probate court that the person was poor and was unable to sustain himself and that he was maintained at the expense of the county shall be presumptive evidence of such maintenance and the costs thereof.

**§ 36-12-4. Liability of person sending pauper to county for support purposes**

Any inhabitant of any county, city, town, or village in or out of this state who sends a pauper to some county in this state by paying the expense of his transportation or otherwise has him removed for the purpose of burdening some other community shall be personally liable for the support of the pauper in the county where he locates. If the person who transports a pauper is insolvent or does not respond to such demand from any cause, the county from which the transportation took place shall be liable.

**§ 36-12-5. Interment of deceased indigents**

(a) Whenever any person dies in this state and the decedent, his family, and his immediate kindred are indigent and unable to provide for his decent interment, the governing authority of the county wherein the death occurs

shall make available from county funds a sum sufficient to provide a decent interment of the deceased indigent person or to reimburse such person as may have expended the cost thereof voluntarily, the exact amount thereof to be determined by the governing authority of the county.

(b) The Department of Corrections is authorized to reimburse the governing authority of the county where expenditures have been made in accordance with this Code section for the burial of any inmate under the authority, jurisdiction, or control of the Department of Corrections; but in no case shall the governing authority of the county be entitled to reimbursement where the decedent was in the custody of a county correctional institution or other county correctional facility.

### **Indigent Burial Application Review**

The Cherokee County Marshal's Office works closely with local Funeral Homes during this application process. These contracted entities have blank Indigent Burial Assistance Applications on site to be completed by the Funeral Home. Once a complete application, along with a letter of request and invoice, has been submitted to the County Marshal's Office, and there are no pending law enforcement investigations, the review process will begin. The Department of Veteran Affairs will be contacted to verify if the deceased was a veteran. If so, the County Marshal's Office will notify Veteran Affairs of the death and proceed with the review of the application.

If the deceased is a veteran, he/she may be buried in the VA National Cemetery in Cherokee County contingent upon approved by Veteran's Affairs. The Funeral Home will contact any individuals listed on the application for questioning regarding the deceased.

### **Approval**

Once the application (Exhibit has been approved the completed documentation will be submitted to the contracted Funeral Home, along with payment up to but not to exceed \$1,000.

### **Denial**

Once the application has been denied the Funeral Home will be notified. Reasons for denial of application include but are not limited to the following:

1. Is father, mother or child sufficiently able to support the pauper? If yes, the application for assistance is denied.
2. Did person(s) die in Cherokee County? If no, the application for assistance is denied.

### **The service may include**

- 1) Burial in the Pine Knot Cemetery, and/or
- 2) Financial Assistance Paid to Funeral Home

**ADOPTED THIS 6<sup>th</sup> DAY OF NOVEMBER, 2012**

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

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L.B. "Buzz" Ahrens, Chairman

ATTEST:

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Christy Black, County Clerk

EXHIBIT "A"



CHEROKEE COUNTY INDIGENT BURIAL ASSISTANCE APPLICATION

Applicant's Information

- 1. Name of the Funeral Home (Applicant) \_\_\_\_\_ 2. Application Date \_\_\_\_\_
- 3. Address of Applicant \_\_\_\_\_
- 4. Phone \_\_\_\_\_ 5. Email Address \_\_\_\_\_

Deceased Information

- 6. Name of Deceased \_\_\_\_\_ 7. Date of Birth \_\_\_\_\_
- 8. Social Security # \_\_\_\_\_ 9. Date of Death \_\_\_\_\_
- 10. Location of Death \_\_\_\_\_ 11. Length of Residency \_\_\_\_\_
- 12. Location of Remains \_\_\_\_\_
- 13. Cause of Death \_\_\_\_\_

The following financial information is used to determine if any, the county can intercept:

- 14. Monthly Income \_\_\_\_\_
- 15. Source of Income \_\_\_\_\_
- 16. Any Bank Accounts - *yes or no*  
If yes, how much in account \_\_\_\_\_  
Name and Location of Bank \_\_\_\_\_
- 17. If in a nursing home, how much in Medicaid does deceased have in personal spending account  
\$ \_\_\_\_\_

Eligibility Criteria (circle yes or no)

- 1. Receiving Veteran's Benefit      *yes*      *no*      (if yes, refer to funeral home)
- 2. Victim of a Crime                      *yes*      *no*      (if yes, refer to District Attorney's Office)
- 3. Cherokee County Resident            *yes*      *no*
- 4. State Inmate                              *yes*      *no*      (if yes, Department of Corrections may reimburse)
- 5. Any Life Insurance                      *yes*      *no*

Other Pertinent Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I \_\_\_\_\_, hereby certify to the best of my knowledge that the information provided is correct.

Funeral Home \_\_\_\_\_  
(Signature)

Reviewed By \_\_\_\_\_  
County Marshal's Office

Reviewed By \_\_\_\_\_  
Chief Marshal's Signature

Approved By \_\_\_\_\_  
County Manager's Signature

Date \_\_\_\_\_

Date \_\_\_\_\_



**Motor Vehicles**

Year/make/model: \_\_\_\_\_ What's it worth? \$ \_\_\_\_\_

Year/make/model: \_\_\_\_\_ What's it worth? \$ \_\_\_\_\_

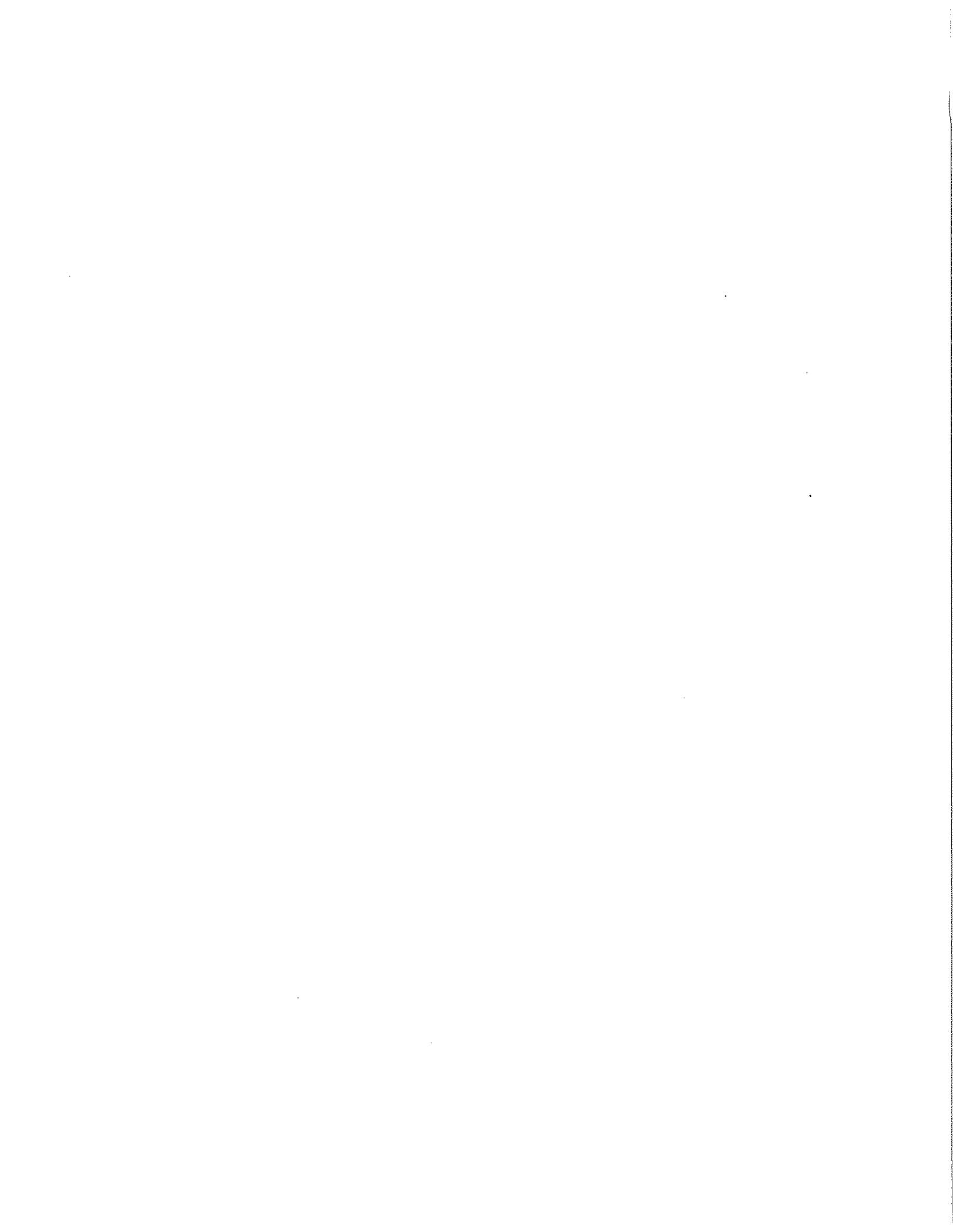
Verification completed by: Deputy Marshal \_\_\_\_\_ Date \_\_\_\_\_

Eligible  Ineligible Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Marshal

Approved for payment in the amount of \$ \_\_\_\_\_ to \_\_\_\_\_ Funeral Home

By: \_\_\_\_\_  
County Manager



Cherokee County, Georgia  
Agenda Request

2.10

SUBJECT: E 9-1-1 Telephone System

MEETING DATE: November 6, 2012

SUBMITTED BY: Chris Collett

COMMISSION ACTION REQUESTED:

Consider approval to award Motorola, Inc. a Professional Services Agreement in the amount of \$395,130.00 for the installment of a new IP Based Geo-Diverse Telephone System for the Primary E 9-1-1 Phone System.

FACTS AND ISSUES:

The current VESTA Phone System was installed in 2002 and is now discontinued. Technical issues are occurring on a weekly basis, taking up to two of the twelve dedicated 9-1-1 lines out of service for extended periods of time while locating the scarce parts. The Center is also experiencing frequent total phone failures causing communications to be re-routed to a back-up system. When using the back-up system, valuable information and enhanced capabilities are lost, including phone number and location information. It also decreases the accountability of received phone calls with no reporting software to validate incoming or outgoing calls.

Two (2) proposals were received: one from Motorola Inc. in the amount of \$395,130.00 and the other from Carousel Industries in the amount of \$395,053.49. Both companies proposed the same product, the Sentinel 4.0 Geo-Diverse System, a system that allows full redundancy between the primary location and the back-up location so there is no single point of system failure and all capabilities are maintained.

After reviewing both proposals and ranking both, it was determined that Motorola, Inc. provided the most accurate figure and will better serve our needs. They have agreed to sign the County's Professional Services Agreement and their bid included 24 hour a day, seven days a week support vs. Carousel's Monday through Friday support hours. Other advantages include their familiarity with the existing system, having maintained it for the past 20 years and they have technicians living in Cherokee County which provides for better response times.

BUDGET:

Budgeted Amount:	Account Name: SPLOST V E911 Communications \$170,000
Amount Encumbered:	Account #: 33801000-523200-57420
Amount Spent to Date:	Account Name: SPLOST 2012 E911 Communications \$225,130
Amount Requested:	Account #: 33802000-542200-67600
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 the Professional Services Agreement with Motorola, Inc. for the installation of the 9-1-1 Center's new phone system.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



COPY

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

**PROFESSIONAL SERVICES AGREEMENT**

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

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described in Motorola' proposal dated June 5, 2012; 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**

E911 Phone System

**B. The Work**

The Work to be completed under this Agreement (the "Work") consists of the work described herein, including all Exhibits to this Agreement.

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

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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 \_\_\_\_\_ . 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.

#### D. Exhibits

The exhibits listed below and attached hereto, are incorporated into and made a part of this Agreement by reference:

Exhibit D	County Request for Proposals
Exhibit E	Motorola "Software License Agreement"
Exhibit F	Payment Schedule
Exhibit G	Motorola's Proposal dated June 5, 2012

## 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 net Thirty (30) days of date of invoices setting forth in detail the services performed and costs incurred. 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 the date of the invoice.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$395,130, except as outlined in Section II(C) above. Motorola will invoice per mutually agreed upon milestone schedule as milestones are completed. The compensation for Work performed shall be based upon Exhibit F

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 100% 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**

Mark Holloman 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 and protecting Consultant and County 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, employees.. The Certificate of Insurance Acord form is subject to the County Attorney's approval. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Commercial General Liability of \$1,000,000 (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) Business 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) 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 and are the responsibility of the Consultant.

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, or employees.
  - (ii) The Consultant's insurance coverage shall be primary insurance as respects to any other insurance or self-insurance available to the County, its officials, or employees. Any insurance or self-insurance maintained by the County, its officials or employees shall be in excess of the Consultant's insurance.
  - (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) 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; provided that the County is not determined to be the party at fault.
- (vii) All blanket 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.

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

Consultant shall furnish the County with an Acord form certificates of insurance endorsements to the policies evidencing coverage required by this Article after contract execution or prior to the start of work. The Acord form certificates of insurance and endorsements for each insurance policy are to be issued by a person authorized by that insurer to bind coverage on its behalf. The Consultant shall provide proof that any expiring coverage has been renewed or replaced upon or prior to the expiration of the coverage.

(7) Subcontractors:

Consultant shall furnish separate certificates 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 including the parties as additional insureds.

**J. Employment of Unauthorized Aliens Prohibited**

**(1) E-Verify Affidavit**

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

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

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

Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. ~~Consultant's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1~~

.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

500 or more employees.

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).

**K. Records, Reports and Audits**

**(1) Records:**

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

(b) All costs shall be supported by properly executed time records, invoices, public contracts, or other official documentation evidencing in proper detail the nature and propriety of the charges. All invoices, public contracts, orders 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 nonproprietary or confidential 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 contracts, and invoices, 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 (such as promotion, resignation, transfer, reassignment, termination, medical leave, etc.) 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.

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

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

**B. County's Representative**

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

## **VI. TERMINATION**

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

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

**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. LIMITATION OF LIABILITY**

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed three times the Contract Price. ANY CONSEQUENTIAL DAMAGES CLAIMED PURSUANT TO THIS AGREEMENT (EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS) SHALL NOT EXCEED THREE TIMES THE CONTRACT PRICE.

## **IX. COST AND PRICING DATA**

Notwithstanding any provision in this Agreement, Motorola will not be required to disclose its confidential or proprietary cost and pricing data.

## **X. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS**

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **XI. 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.

## **XII. 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.

## **XIII. 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.

#### **XIV. 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.

#### **XVI. 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.

#### **XVII. 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 \_\_\_\_\_ for the County and Mark Holloman for the Consultant.

##### **B. Official Notices**

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

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

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

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

Glenn Petersen  
Account Manager  
1700 Belle Meade Court  
Lawrenceville, GA 30043

Copy to:

Judy Jean-Pierre  
Commerical Counsel, Law Dept.  
1303 E. Algonquin Road, IL01, 8<sup>th</sup> Floor  
Schaumburg, IL 60196

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.

#### **XV. WAIVER OF AGREEMENT**

No failure by the County or Consultant 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 either party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the other party's right to demand exact and strict compliance with the terms and conditions of this Agreement.

#### **XVI. 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.

#### **XVII. 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.

#### **XVIII. 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.





**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:

36076  
Federal Work Authorization User Identification  
Number

3/20/07  
Date of Authorization

Motorola Solutions, Inc.  
Name of Contractor

E911 Phone System  
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 November \_\_, 2012 in  
Lawrenceville, Georgia.

Marshall Wright  
Signature of Authorized Officer or Agent

Marshall Wright, MSSSI Vice President  
Printed Name, Title of Authorized Officer

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 2 DAY OF NOVEMBER,  
2012

Regesline Robinson  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:  
10/5/13

**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 Motorola Solutions Inc. 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:

73287

Federal Work Authorization User  
Identification Number

12-12-2007

Date of Authorization

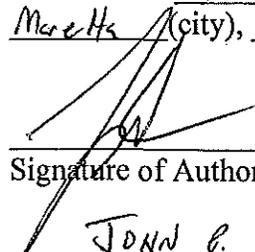
Diversified Electronics, Inc.  
Name of Subcontractor

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

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

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

Executed on 11, 2, 2012 in  
Marietta (city), GA (state).

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

JOHN B. THORNTON PRESIDENT  
\_\_\_\_\_  
Printed Name and Title of Authorized  
Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME

ON THIS THE 2 DAY OF

NOVEMBER, 2012.  
Jacqueline Delonno  
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires:

10/5/13

## **Exhibit F**

### **Payment Schedule**

The Contract Price in U.S. dollars is \$395,130.00. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 1) 15% of Contract Value upon Execution;
- 2) 15% of Contract Value upon completion of CDR
- 3) 30% of Contract Value upon shipment of Equipment
- 4) 30% of Contract Value upon completion of Install
- 5) 5% of Contract Value upon completion of Cutover
- 6) 5% of Contract Value upon System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

**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)   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.

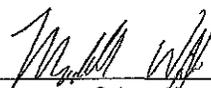
My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

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:  
  PASSPORT  

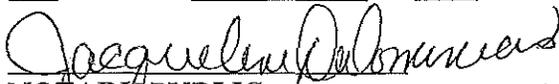
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

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

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

MARSHALL WRIGHT  
\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
  2   DAY OF November, 20  12  

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

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C

C

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C

## Exhibit A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola") and Cherokee County, GA ("Licensee"). For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the Cherokee County, Georgia Professional Services Agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

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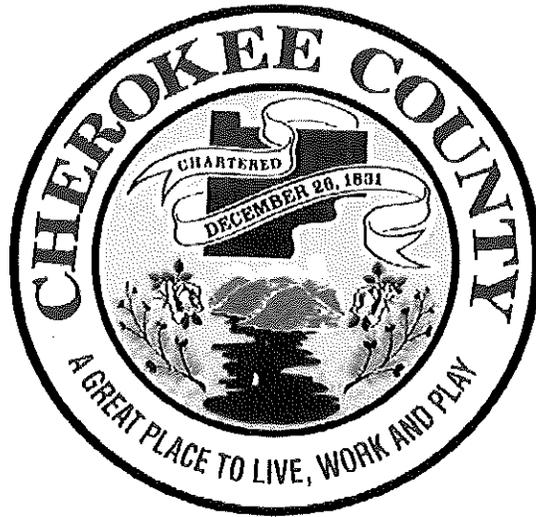
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**REQUEST FOR PROPOSALS  
E-911 TELEPHONE SYSTEM**

**RFP # 2012-22**

**CHEROKEE COUNTY, GEORGIA**

Office of the Board of Commissioners

1130 Bluffs Parkway

Canton, GA 30114

**PROPOSALS DUE 2:00 P.M. JUNE 5, 2012**

## 1. Project Scope

### 1.1 Project Description

The Cherokee County Board of Commissioners, E9-1-1 Communications Division, hereafter referred to as the "County", is seeking to purchase an Internet Protocol ("IP") Based NG9-1-1 Communication System that will be used to process, answer and direct all calls placed to 9-1-1 in the County regardless of the network of origin.

### 1.2 Project Objectives

The County recognizes that a robust E9-1-1 Communications System capable of accepting all calls for emergency services no matter the network of origin (Public Switched Telephone Network ("PSTN"), Voice over Internet Protocol ("VoIP"), Voice over Instant Messenger ("VoIM")) in an efficient and accurate manner is the primary responsibility of the County. The County desires to purchase an Automatic Number Identification ("ANI")/Automatic Location Identification ("ALI") Controller NG9-1-1 system to meet the current and future needs of the citizens of the County. Reduced system cost, enhanced call taker capability, remote diagnostics, and a system architecture designed to accept future types of calls are some of the important objectives of this project.

The intent of this Request For Proposals ("RFP") is to obtain a new system to replace the existing VESTA Standard Phone System with a NG9-1-1 ready PSAP solution. The identified requirements focus on supporting a complete turnkey Customer Premise Equipment ("CPE") installation utilizing NG9-1-1 industry standards or recommendations for interconnection.

This document provides the minimum requirements for the ANI/ALI controller, workstation options and NG9-1-1 network interfaces. The intent of this document is to provide the requirements for the NG9-1-1 single site solution. It is not the intent to provide details that would focus the vendor's solutions toward one particular technology. Vendors shall provide their individual solution(s) and products configured in a manner consistent with the latest NG9-1-1 recommendations of the National Emergency Number Association (NENA) and the Association of Public Safety Communications Officials (APCO).

## Background on Current Environment

Population served is approximately 215,000.

There are approximately 40 combination call takers/dispatchers, 8 supervisors and 9 administrative personnel.

Approximately 332,000 telephone calls for service were responded to in 2011.

Of these, 97,000 were 9-1-1 calls, 206,000 were seven digit non-emergency and 26,000 were alarm lines.

The current telephone system was installed in 2002. The current 9-1-1 Communications System is Plant VESTA. The current system supports 9 dispatch positions and the 3 call taker positions.

## 2. General System Requirements

The 9-1-1 ANI/ALI Telephony Switch must have a pair of Application Servers operating as a high availability virtual server. Failures on the active server must result in migration of the applications to the second server without service interruption. The system must deliver Five 9s (99.999%) availability.

Legacy circuits must be distributed across multiple gateways.

The system must meet the standards of NENA i3.

Under no circumstance shall a failure in any system component disable more than fifty percent (50%) of the Workstation/phone positions.

The County will provide one broadband Internet connection to be used for remote access by the vendor. The vendor is responsible for providing, programming and maintaining a secure Virtual Private Network ("VPN")/firewall device for this purpose.

The County requires that a single headset may be used for phone and radio audio without the requirement for manual switching between the two.

The new system must be able to connect to the ALI Database via IP or serial RS-232.

### Emergency Power

The County requires the vendor to provide optional pricing to supply Uninterrupted Power Supply ("UPS") backup power to support the proposed system for 10 minutes in the event of a primary power outage.

### 3. General Vendor Requirements

The following general Vendor requirements must be complied with:

- Certified to the International Organization for Standardization (“ISO”) 9001:2008 standard
- Minimum of 3 reference for customers who have purchased similar IP-based NG9-1-1 ready systems
- Clear documentation of equipment, services and prices offered

### 4. Technical Requirements

#### 4.1 ANI/ALI Controller

##### 4.1.1 Telephony Switch

The NG9-1-1 ANI/ALI controller must be IP based and shall comply with all current NENA standards.

The NG9-1-1 ANI/ALI controller must have two physical Servers that process the packets for voice and data voice. Servers must operate together as a Virtual Server. Features of the virtual operation must provide the minimum functionality as follows:

- ✓ In the event of a failure of the active Server, switchover to the second server shall be automatic and shall result in no loss of service.
- ✓ The system shall have a non-blocking, fault tolerant switching fabric which expands as interface cards are added.
- ✓ Every interface port shall have dedicated resources to detect tones, generate tones and support audio conferencing.

##### 4.1.2 ANI/ALI Controller – Call Recovery

The Switch shall be designed so that no calls are “hung” or lost.  
The Switch shall not use “keep alive” signaling for call recovery.

##### 4.1.3 ANI/ALI Controller – Voice Over Internet Protocol (VoIP)

The Switch must utilize VoIP switching technology. The system must be capable of being accessed via VPN for online monitoring, system administration, and maintenance positions.

##### 4.1.2 ANI/ALI Controller – Audio Signal Processing

Any CODEC (a device or software used to code and decode data or signals) audio signal protocol entering the central CPE equipment from direct VoIP Internet Service Providers (ISPs) must be supported utilizing VoIP CODEC techniques. The system shall attempt to negotiate the use of G711 to maximize call fidelity.

##### 4.1.3 ANI/ALI Controller - Interface, Control Functions, Standards

The new CPE system architecture must consist of a complete ANI / ALI Controller system with interface modules to external circuits. The ANI / ALI control functions shall combine into a fully redundant system. The architecture must conform to NENA standards as well as requirements

outlined later in this document. The vendor must configure the Public Safety Answering Point ("PSAP") as fully survivable solution offering a fault tolerant and secure architecture.

#### 4.1.4 System Availability

It is a requirement that the system deliver an industry standard up time of Five 9s (99.999%). The proposer must describe any predictable maintenance or upgrade process affecting hardware, firmware or software that would require the proposed solution be removed from service for any length of time.

#### 4.1.5 Next Generation Functionality

The system shall not require a fork lift upgrade to deliver NG9-1-1 functionality at any point along the migration path to true NG9-1-1 ("Network of Networks" as envisioned by U.S. Department Of Transportation ("USDOT"), NENA and others). The County requires that the system be compliant with consensus standards of industry associations, regulatory bodies, carriers and vendors. Vendor must describe how the system will comply with standards as they emerge for such core NG9-1-1 functions as:

- ✓ Emergency Call Routing Function (ECRF)
- ✓ Emergency Services Routing Proxy (ESRP)
- ✓ Emergency Call Routing Proxy (ECRP)
- ✓ Border Control Function (BCF)

#### 4.1.6 Dual Redundant Configuration

The system shall support installation in a dual redundant configuration. The ANI/ALI Controller functionality resides at two physically distinct locations. The dual redundant system shall be composed of 2 standalone ANI/ALI Controllers and not one Controller split across the two locations. The first location is at the Main PSAP; the second location will be determined by the County. The 2 locations are connected to each other via an IP Network provided by the County. The Central Equipment at either location shall be fully capable of supporting all positions at both locations. Each location shall have local survivability such that if one location becomes completely unavailable due to a catastrophic natural or man-made event, the second location can continue to process 9-1-1 calls.

Vendor shall describe the call flow in the event that the Main PSAP suffered catastrophic failure.

Vendor shall describe the network bandwidth and latency requirements necessary to support the dual redundant configuration.

A dual redundant configuration shall be offered optionally.

#### 4.1.7 Multi-Media Requests for Assistance

The system architecture must support multi-media requests for assistance, other than simply voice. Vendor must describe how the system supports multi media requests and describe industry testing for such requests.

- Traditional analog or digital telephone calls
- Wireless calls in compliance with the Federal Communications Commission ("FCC") Phase I and Phase II mandate for full call integration

- Voice Over IP in native (SIP) format in compliance with the emerging NENA i3 standard
- Short Messaging System ("SMS") messaging (Cellular Text), video and photo messaging services and other applicable technologies
- Instant Messaging (IM)
- Voice Over IM

#### 4.1.8 Virtual PSAP Operator

As an option, the County would like to access the system in a Virtual PSAP environment. Vendor shall describe how system supports the implementation of a Virtual PSAP.

#### 4.1.9 Remote Positions

Remote positions shall be offered as an option. Vendor shall describe any additional data or networking equipment required at the remote position location or at the primary location to support its function.

#### 4.1.10 Automatic Call Distribution (ACD)

The system must have programmable ACD capabilities of both 911 trunks and administrative lines, without additional cost. As a minimum:

- ✓ Route the call that has been waiting the longest to the first available operator
- ✓ Ring All
- ✓ Linear
- ✓ Circular
- ✓ Multiple Queues
- ✓ Refuse Call
- ✓ Control DND
- ✓ Overflow

#### 4.1.11 ISO Certification

Vendor's organization shall be certified to the ISO 9001:2008 standard. A copy of the certificate shall be provided.

#### 4.1.12 Wireless compatibility

The ANI/ALI Equipment MUST be Wireless Phase I and II compatible per FCC requirements.

#### 4.1.13 Fault Tolerance

The Bidder shall describe their system architecture with respect to the major components or modules, and describe how the system will react to a failure of each major component or module. The system MUST not contain a single point of failure.

#### 4.1.14 Power Distribution

Power must be delivered to the Central Equipment such that the failure of a single power feed will not result in the loss of more than fifty percent (50%) system capacity.

#### 4.1.15 Interface Design

The following incoming telephone interfaces shall be supported:

- Telephone Line interface

- Ring Down Line Interface
- E9-1-1 Centralized Automatic Message Accounting ("CAMA") Analog Trunk
- CAMA T1
- Digital T1 Interface
- Enhanced Multi Frequency ("MF") Signaling Interface
- Direct IP Telephony Interconnection
- Primary Rate Interface ("PRI") (T1/E1 with or without QSig interface for PBX interconnect to other Private Branch Exchange ("PBX")'s)
- Loop Start (Analog and T1)
- T1 CAS
- Integrated Services Digital Network ("ISDN") PRI
- ISDN Clear Channel
- Signalling System No. 7 ("SS7")
- Signalling Transport ("SIGTRAN") (SS7 over IP)
- SIP (VoIP)
- Simple Network Management Protocol ("SNMP") from ad to Network Operations Center ("NOC")

#### 4.1.16 Protocols

The system shall use Transmission Control Protocol ("TCP")/Internet Protocol ("IP") network connectivity and client/server network design. Calls shall be transported as VoIP between the Central Equipment and the Positions. Signaling for IP connected calls shall be SIP based. Hook Flash signaling shall use the SIP INFO method.

#### 4.1.17 Bandwidth

Vendors must state the bandwidth requirements for call-taker positions and remotely connected lines and trunks. It is highly desirable that bandwidth requirements per call-takers be minimized while still utilizing G.711 codec.

#### 4.1.18 CAS and NCAS

The ANI/ALI controller must be compatible with eight, ten, and twenty-digit ANI delivery, and Non-Call Associated Signaling ("NCAS") solutions.

#### 4.1.19 Administrative Trunks

The ANI/ALI Controller shall support a 2-wire telephone line interface which may be either loop start or ground start. Caller-ID functionality with name or name and number delivery shall be provided on all administrative telephone line interfaces. Centrex style administrative circuits will be supported with either 3 digit or 4 digit Centrex functionality.

#### 4.1.20 E9-1-1 CAMA (EM911) Trunks

The ANI/ALI Controller shall have a loop reverse battery supervision trunk CAMA (EM911) type interface to the central office compliant with all applicable the local Telephone Company's technical requirements.

#### 4.1.21 Switch Administration and Maintenance

The IP based Communication System ANI/ALI Controller must be administered, monitored and managed centrally. A foldable LCD screen/8 port KVM unit must be installed on the Central

Equipment rack to allow maintenance personnel access to Servers, Gateways, Switches, Routers and other system devices.

This shall be the single point of administration for software/firmware upgrades, OS and security updates. Remote administration shall also be required through a secure VPN tunnel.

#### **4.1.22 Network Security**

All network interfaces connected to either a managed WAN or protected via a Virtual Private Network (VPN) through the public internet must include protection against security attacks from outsiders and insiders.

#### **4.1.23 Trunk and Administrative Line Gateway Placement**

Vendor must provide multiple media and emergency gateways and place these critical resources on multiple Ethernet switches to provide access diversity.

#### **4.1.24 Ethernet Switch Configuration**

Vendor shall provide at least two managed Ethernet switches of sufficient capacity to allow for distribution of all IP based devices across such switches in such a fashion that the loss of one Ethernet switch will not disable more than fifty percent (50%) of the Workstation/phone positions, servers and gateways.

#### **4.1.25 Remote ALI Retrieval System Interface**

The ANI/ALI Equipment must interface to the ALI Database provided by the Telephone Company.

The system must have at least two output interfaces for transmission and receipt of wireless and VoIP call data to the ALI Database.

The proposed system shall have auto ALI Rebid capability and shall also be configured to allow Manual ALI queries.

The ANI/ALI Equipment must be compatible with eight and ten digit remote database query methods.

The system should also support advanced NENA Extensible Markup Language ("XML") tags for standardized data exchange.

#### **4.1.26 ALI Caching**

The system must be able to store ALI data received from third-party ALI databases (i.e., Telco ALI database). The system must send stored (cached) ALI information in response to subsequent queries for the same information providing faster ALI display on call taking workstations in the event the call is transferred to another system workstation or placed into conference..

#### **4.1.27 CAD Interface**

The system shall be capable of delivering ANI/ALI information to Tiburon Computer Aided Dispatch ("CAD") and Mapping applications natively via IP without a hardware or software upgrade being required. The system must also support delivery of legacy serial ANI/ALI information.

4.1.28 Left Blank intentionally

4.1.29 **External Clock Interface**

The ANI/ALI Controller shall be equipped to interface to an external clock source Compatibility with the existing NetClock.

4.1.30 **E9-1-1 Network Compatibility**

The solution, including software, hardware and interconnections, proposed by the Bidder in response to this Request for Proposal shall be compatible with the Local Telephone Company's network infrastructure.

4.1.31 **Virus Protection**

All PC based machines (servers and workstations) in the network shall have virus protection software installed and functioning. The vendor shall provide for a mechanism to keep the virus protection up to date that is not dependent upon Remote Monitoring.

The virus protection shall be updated via a local virus definition server which is populated only with virus definitions that have been tested and approved by the Vendor.

4.1.32 **Overflow Capability**

The ANI/ALI Controller shall allow E9-1-1 calls to be routed to a designated alternate location if all Call Takers are busy.

4.1.33 **Central Office/Tandem/PSAP Transfer**

The ANI/ALI Controller shall provide the capability for an established E9-1-1 call to be transferred via the E9-1-1 tandem office, to another PSAP or some other destination using hook flash signaling.

The telephones attached to each workstation shall have the capability to manually create a "hook flash" to execute a manual tandem transfer.

4.1.34 **Outgoing Trunk/PSAP Transfer**

The ANI/ALI Controller Switch shall provide the capability for an established E9-1-1 call to be transferred on an outgoing trunk to another PSAP without requiring hook flash signaling. The transfer shall be initiated by the single click of a transfer button. The ANI shall be transmitted with the transferred call.

4.1.35 **Call Taking Mode**

The system shall have the ability to present inbound 9-1-1 and administrative calls in bridged call appearance (BCA) mode. BCA mode shall display all 9-1-1 and administrative lines on the call taking positions and shall cause all call taking positions to signal an incoming call with an audible and visual indication. The call shall be delivered to the first Call Taker who "answers" the ringing call.

4.1.36 Left Blank Intentionally

4.1.37 **Selective Transfer**

The ANI/ALI Controller must be able to provide the capacity for access to a minimum of six (6) emergency service providers for each ESN. This capability will allow an Call Taker to transfer a call to an agency and establish a conference call.

#### **4.1.38 Abandoned Call Information**

The ANI/ALI Controller shall be capable of collecting the ANI digits and processing the ALI lookup regardless of the condition of the call: active or on-hook.

The ANI of the abandoned caller must be available for viewing by the Call Taker and the abandoned call must remain in queue with still active 911 calls.

#### **4.1.39 Automatic Call Detail Record (CDR)**

The ANI/ALI Controller shall capture, and store, all available information pertaining to each 9-1-1 call on the application/telephony virtual server and be accessible to the MIS package for reports.

#### **4.1.40 Redundancy**

The system architecture shall be such that the failure of any one component or module will not result in total system failure, but only the loss of the equipment associated with that module. All vital system modules must be protected through the use of redundant modules to ensure single point failure tolerance.

The 9-1-1 ANI/ALI Telephony Switch must have a pair of Application Servers operating as a high availability virtual server for ensured redundancy. Both application servers must provide for constant availability; each of which must have the ability to support all call taker positions. Failures on the active server must result in migration of the applications to the second server without service interruption. The switch over between telephony servers shall maintain all calls in progress and shall not require any human intervention.

#### **4.1.41 Central Equipment**

All central equipment shall be rack mounted in an open rack. The rack must be securely mounted to the floor and properly grounded. The rack must have dual power supplies. A minimized foot print is desirable.

#### **4.1.42 Maintenance Printing - Equipment Room**

The equipment room requires a maintenance printer to assist service provider's maintenance personnel when printouts are a necessity. This maintenance printer does not require the robustness of a common PSAP laser printer.

#### **4.1.43 Maintenance Access - System Reconfiguration**

On-site and off-site personnel must be able to remotely access the 9-1-1 Communications Center system and be able to perform the following minimum tasks:

- (i) Modify the answering positions parameters
- (ii) Modify the user login ID information and permission
- (iii) Modify the 9-1-1 trunk parameters
- (iv) Modify the Central Office (CO) line parameters
- (v) Modify the ring-down line parameters
- (vi) Assign a module or a port to give the user the ability to:
  - 1) Quickly view a multitude of system settings for each entity (9-1-1 trunk, user, etc.)

- 2) Reconfigure advanced settings to adapt the system to the exact requirements of a particular setup without technical assistance from the manufacturer
- 3) Customize the system according to the operational preferences of a particular setup
- 4) Upgrade the system for new or expanded uses
- 5) Safeguard the system by backing-up the system database
- 6) Troubleshoot the system

#### 4.1.44 Future Expansion

The system described in these specifications shall be capable of meeting today's needs as well as future expansion in order to meet anticipated future growth. It shall be capable of supplying the equipped wired and maximum quantities specified in this document without replacing any in-place common equipment. The system should be installed with adequate processor and hardware to meet this growth.

Vendors shall state the expansion capability of their equipment, describing the overall system capacities including the number of incoming 9-1-1 trunks, the number of answering positions, the number of telephone lines.

#### 4.1.45 Call Detail Records

The system shall provide Call Detail Records for all calls including VoIP calls. The system shall provide Quality of Service ("QoS") information for each call to ensure that Service Level Agreements are being met, QoS information should be accessible through the maintenance function.

#### 4.1.46 Specifications

All equipment shall comply with, but not be limited by, the following specifications and standards:

- Comply with FCC rules part 15, class A for EMI
- Comply with FCC rules part 68
- Industry Canada CS03, ICES-003
- UL/CSA 6950 3rd edition
- CE compliant – (International requirement)
- NENA 04-001 Generic Standards for E9-1-1 PSAP Equipment.

Vendor shall supply proof of FCC Part 15 and FCC Part 68 certification.

#### 4.1.47 System Diagrams

Vendor shall provide system diagrams in Microsoft Visio showing:

- System Connectivity
- System NG9-1-1 Functionality including connectivity to ESInet

## 4.2 Workstation Equipment

### 4.2.1 PC Hardware Requirements

The Workstation should be state-of-the-art, digital technology, Pentium IV or newer processor based workstations with industry standard keyboard and mouse. The Workstation must be equipped with all necessary audio and video interface equipment to include keyboard, mouse, speakers and a 19" flat panel monitor.

#### 4.2.2 PC Specifications

The Workstation shall have the following minimum specifications:

- 2.20Ghz CPU
- 1 GB DDR2 RAM
- 80 GB HD
- Dual Video Card
- Windows XP Pro SP2
- 48x CDROM

Vendor to provide specifications for Workstation.

#### 4.2.3 Portable Keypad

It is desirable for the workstation to be equipped with a 12 to 24 key programmable keypad that will allow the Call Taker to perform basic system function without using the computer keyboard.

#### 4.2.4 Headset/Handset

The Workstation shall provide an analog audio interface to a headset/handset and to the radio system arbitration unit to accommodate both radio and 9-1-1 audio in the same headset/handset.

#### 4.2.5 Radio Integration

The workstation must be interfaced/integrated with the radio system. Call Takers shall use the same headset for both radio and telephone conversations.

#### 4.2.6 CTI Software Requirements

The 9-1-1 client application software must be compatible with Microsoft Windows™ XP or Windows™ Vista. The screen layout must be highly customizable. The 9-1-1 client application must be a true soft phone and operate independent of any associated telephone instrument. If a fault occurs in the application or PC while a call is active the call must be presented to another operator.

#### 4.2.7 Call Taker Log-on

The system shall require Users to log-on with a Username/Password combination. Upon successful completion of the log-on, each Call Taker will be presented with a selection of pre-configured roles.

The screen layout presented to the Call Taker shall be based on a user/role combination. If a user/role

combination has not been defined for the Call Taker then the screen layout presented to the Call Taker shall be based solely on the selected role. If a role has not been assigned to the Call Taker, the Default User/Default Role layout shall be presented. Call takers shall be able to log-on at any position and be presented with the identical screen layout associated with the selected role.

#### 4.2.8 Position Software Update

At log-on, the server shall verify the Workstation's software version against its own cached Workstation software version. If a newer version of the software exists on the server, the User

shall be prompted to upgrade the software which shall then be completed automatically by the server.

#### **4.2.9 Call / Line Indicators**

The Workstation shall indicate incoming emergency and non-emergency calls by both audible and visual means. 9-1-1 trunks shall have a different audible and visual signal from other lines. The Workstation shall also have the ability to visually display the status (connected, ringing or on hold) of each emergency and non-emergency call.

#### **4.2.10 Routing Status**

It is desirable that the Workstation be capable of providing a visual display of the routing status of the call:

Normal – the first attempt to route the call was successful

Overflow – the first route was busy or congested

Alternate – the first route attempt failed and another route was attempted

Transfer – the call was transferred

Not Available – no routing status was received.

#### **4.2.11 Relay Control**

The Workstation shall be capable to control relays (dry contact closures) for general purposes such as opening doors. Four dry contact closures shall be included.

#### **4.2.12 System Sounds and Icons**

The Workstation shall allow a supervisor to modify the system sounds and button icons.

#### **4.2.13 Graphical User Interface**

The Graphical User Interface ("GUI") must consist of a number of windows, each of which can be located and docked in a position on the screen deemed most optimal by the County.

#### **4.2.14 Screen Layout Lock**

The screen layout shall be automatically locked when the Call Taker logs in to the answering position.

#### **4.2.15 Screen Layout Restore**

The supervisor shall have the capability to restore the original screen layout while making modifications.

#### **4.2.16 Print Capabilities**

The Workstation shall provide an interface port for manual printing of ALI and TDD conversation upon call release. It is required that the Workstation to send print jobs to a network printer.

#### **4.2.17 Status Windows**

The Workstation shall present the call-taker with the status of the following categories:

- **Number of Active 911 Calls**
- **Number of 911 Calls on Hold**
- **Number of 911 Calls Ringing**
- **Number of Active Call-takers**

The numbers shall be summarized and presented on icons.

Call-takers shall be able to open up windows for each status category to obtain more information about calls in each category:

- ANI
- Trunk
- Position
- Call Taker
- Start Time

#### 4.2.18 Automatic Number Identification

The Workstation must be capable of providing visual display of the emergency caller's telephone number.

#### 4.2.19 Automatic Location Identification

The Workstation shall be capable of providing visual display of the calling party's street address information based on the ANI. The Workstation must also be capable of extracting geographical coordinate information from the ALI file received and transmitting this information to geographical mapping software.

#### 4.2.20 Wireless Call Handling

The Workstation shall present Wireless calls and shall include all standard call-handling features. Single step wireless callback is mandatory as the Call Taker shall not be required to perform a manual ANI callback for wireless calls.

#### 4.2.21 TDD Detection

The Workstation shall be capable of detecting emergency calls originating from Bardot- type Telecommunication Devices for the Deaf (TDD) equipment, and indicating to the Call Taker the presence of the TDD call.

#### 4.2.22 TDD Communication

The Workstation must allow operators to communicate with Telecommunications Device for the Deaf ("TDD")/TTY callers directly from their 9-1-1 Workstation keyboard, without requiring the use of any external device.

Operators must also be capable of manually connecting to emergency calls originating from ASCII- type TDD/TTY equipment, as well as originating both Baudot and ASCII calls from their answering position.

The Workstation shall allow users to store and access (send) a minimum of twenty (20) pre-programmed TDD/TTY messages, as well as to print the previous TDD/TTY conversations.

The operator shall also have the ability to create a conference between the TDD/TTY caller and up to four (4) non-TDD/TTY parties either in 9-1-1 call-taking mode or administrative call-taking mode.

The TDD/TTY function must allow an operator to transfer a TDD/TTY call to another operator position.

The TDD/TTY function must allow the operator to alter its operation to comply with ADA requirements for Hearing Carry Over ("HCO") and Voice Carry Over ("VCO") calls.

The two-way TDD/TTY conversation and text information should also be stored on the Application/Telephony Virtual Server.

#### **4.2.23 Call Review**

The Workstation shall allow the Call Taker to view the ANI information of at least the last 10 calls released at the answering position.

#### **4.2.24 Instant Messaging**

Instant messaging must be available from each PSAP workstation and be configurable or disabled according to individual PSAP requirements. Each workstation shall have the ability to send an instant message to any other workstation on the system.

#### **4.2.25 Automatic ALI Rebid**

The Workstation shall automatically update XY coordinates at regular intervals. This feature shall be configurable as to the number and frequency of intervals on a per wireless provider basis.

#### **4.2.26 ALI Parsing**

The Workstation shall guarantee that ALI data is appropriately and consistently displayed when interfacing with different ALI providers that send their information in various formats (i.e. wireline vs. wireless).

The system must provide a method for formatting the ALI for calls with 20-digit ANI Call Path Associated Signaling ("CAS") and 10-digit Non-Call Path Associated Signaling ("NCAS") so the Called Party Number ("CPN") appears in the same location as it does for landline calls. This formatting or "normalizing" must provide the CPN to the ANI callback list for CAS and NCAS calls received.

#### **4.2.27 Conference**

The Workstation must provide the Call Taker the ability to remain on a call and add a new party to the conversation without putting the caller on hold - the caller must remain on-line at all times.

The system shall allow for up to ten (10) simultaneous conferences of up to ten (10) parties each.

Any party shall be able to drop out of the conference, leaving the others talking as long as at least one of the other parties possesses supervision on their connection.

Call Takers shall be able to mute any participant in the conference and shall be able to exclude any participant from hearing other parties in the conference to allow for private consultation.

The status of the call shall be presented visually in a window that also shows the status of all other calls at the workstation (active, abandoned, on hold).

#### 4.2.28 Speed Dial - Contacts

The Call Taker speed dial shall allow the Call Taker to quickly access frequently called telephone numbers from a pre-programmed list of contacts.

The Call Taker shall simply double click on the on the contact in order to initiate the speed dial.

#### 4.2.29 Speed Dial – Icons

The Call Taker shall be allowed to initiate a speed dial simply by clicking on an icon which has been preconfigured with the telephone number. It shall be possible to group speed dial icons in a logical manner.

It shall be possible to initiate a speed dial conference with the single click of a speed dial icon.

#### 4.2.30 Callback

The Workstation shall have the ability to callback a 9-1-1 caller by dialing the ANI received during the E9-1-1 call setup.

The Workstation should provide a single feature key to perform this operation. Manual dialing of the number by the Call Taker shall not be necessary.

The callback of emergency TDD and wireless calls should be performed in the same manner.

#### 4.2.31 Hold

The answering position must allow the call taker to place up to five (5) 9-1-1 or administrative calls on hold with a single keystroke or mouse click. The ANI/ALI controller system must store the ANI/ALI information while the call is on hold, hence avoiding repetition of the ALI request.

#### 4.2.32 Forced Disconnect

Call Takers shall be capable of releasing an existing E9-1-1 call at any time, regardless of whether the calling party has hung up.

#### 4.2.33 Muting

Call takers must have the ability to block a caller from hearing and talking with the remaining parties in the conference.

#### 4.2.34 Monitor

Any authorized call taker or supervisor must have the ability to silently listen to another call taker's telephone conversation from his/her workstation. Such action must not cause any audio or visual disturbance at the monitored answering position.

#### 4.2.35 Barge-In

The Workstation shall give the Call Taker the ability to barge into an existing call by clicking on the appropriate circuit indicator on their screen or pressing the appropriate line appearance on the telephone.

Upon entering any 9-1-1 or administrative call for which ANI/ALI or Caller-ID information is available, such information shall be immediately displayed on the Call Taker's display.

A minimum of six (6) participants must be able to use the barge-in feature on a single 9-1-1 call.

**4.2.36 Make-Busy**

Call Takers, with appropriate system permissions, shall be capable of temporarily removing themselves from a ring group (call queue) in order to wrap up a previous call or perform another task such as radio dispatched while remaining logged on. Call Takers shall click a single "Make Busy" icon to remain logged on but not in a queue to receive calls.

**4.2.37 Recommended Spares**

The vendor shall provide a list of recommended spares.

**4.3 Capabilities**

**4.3.1 System Sizing**

The system shall be sized to support the following PSAPs:

PSAP	Positions	Trunks	Admin Lines	7-digit Emergency (Alarm Lines)
Cherokee County E-911	12	13	9	3

**4.3.2 Expansion Capability**

The system shall be expandable to four (4) additional positions.

**4.4 Reports**

**4.4.1 Data Integration**

The reporting interface shall be capable of integrating multiple databases into one report with the voice recordings as an attachment to the call record.

**4.4.2 Data Analysis**

The system's reporting capabilities must be designed to enable authorized users the ability to drill up/drill down and slice/dice the information to enable various agents, managers, supervisors, and executives to answer virtually any telecom question in exactly the level of detail necessary to support a given administration decision.

The system shall provide comprehensive management and statistical reports for individual PSAPs/Jurisdictions.

**4.4.3 Report Manager**

The report manager must be able to save a customized report as a browser type favorite for quick execution.

#### 4.4.4 Report Parameters

ANI/ALI must be captured and stored with each 9-1-1 call.

The following items from the ANI/ALI data stream must be captured and stored in their own individual database fields of appropriate size that is sortable and searchable:

- Originating Phone Number (ANI)
- Address or Coordinate (ALI)
- Caller Name
- ANI/ALI Time of Initiation
- ANI/ALI Time of Pickup
- ANI/ALI Time of Disconnect
- ANI/ALI Date
- Electronic Serial Number ("ESN")
- Class of Service
- Local Exchange Carrier ("LEC")

### 4.5 Administration, Alarms and Reporting

#### 4.5.1 Administration

Administration shall be a web browser or windows application that provides the maintenance functions required for the 9-1-1 specific functions implemented by the ANI/ALI Controller. These functions include:

- Tandem transfer code configuration
- Outgoing Trunk configuration
- User configuration
- ALI configuration
- Resources configuration
- Services configuration
- Speed dial numbers
- Agency information

#### 4.5.2 Self-Monitoring

The local ANI/ALI system must be capable of self-monitoring vital processes and sending alarms in the event of an alarm condition. The system shall notify the local system administrator and/or local maintenance personnel upon detection of an alarm via e-mail and give a brief description of the alarm condition.

#### 4.5.3 Remote Access

The system must provide maintenance personnel the capability to query the system locally and remotely through an internet connection via a VPN as to the fault(s) and its affect on the system. Alarm history queries, reporting, and printing must be available.

#### 4.5.4 Alarm Categories

There shall be a minimum of two (2) categories of alarms (major, minor) depending upon the criticality of the event. It is desirable for the system to allow the administrator to configure notification thresholds.

The types of alarms are defined as follows:

**Major failures** are major system failures that render the system completely unusable or significantly reduce system operability, and are considered to be operationally unacceptable by the County.

**Minor failures** are minor system failures that minimally reduce system operability or have little or no effect on system operability and usability, and are considered to be operationally acceptable by the County.

The system shall be capable of sending email notifications of alarm conditions to maintenance personnel. The email notification must summarize the SNMP trap which triggered the alarm condition.

#### 4.5.5 Reporting

The vendor shall provide a comprehensive management and statistical reporting functionality to provide the PSAP management personnel with real-time and historical information. It shall be user friendly, customizable and capable for generating reports for varying time periods. The system also shall be able to auto-schedule the generation of predefined reports. The vendor shall include one black and white networked laser printer to be used as a system printer.

As a minimum, the following information shall be readily available for reporting purposes:

- ANI
- Seizure time
- Position answered
- Answer time
- Disconnect time
- Incoming trunk number.
- Total count of Wireline and Wireless calls
- Average Call Waiting Report
- Average call duration
- Total Abandoned calls
- Calls by incoming trunk
- Call by hour of day
- Calls answered by position
- Calls answered by all positions
- Call answered by user ID

## 4.6 Installation

### 4.6.1 Completion

The vendor should complete installation of equipment and demonstrate operability within one hundred and twenty (120) days after awarding of the bid.

The successful vendor is responsible for furnishing and installing all equipment and cabling required for the proposed system.

**4.6.2 System Grounding**

System grounding must comply with industry standards and good engineering practices.

**4.6.3 System Power**

The system must operate from standard 115V, 60 Hz, single-phase power. The Bidder shall state their power requirements for the backroom equipment and each answering position.

**4.6.4 System Build Out**

The successful vendor will procure, receive, build out and stage the entire system as outlined in the final, negotiated contract process prior to installation at the PSAP. The location of the build out will be agreed upon by the County and the successful Bidder as part of contract negotiations. Specifics about the vendor's intended process for the build out must be included as part of the response to this RFP.

The equipment purchased in this RFP shall be delivered to its proper location and installed by the vendor without additional cost or expense and at the convenience and direction of the County. The County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed and operating in accordance with the specifications contained herein.

All work shall comply with the applicable national, state and local codes and regulations.

**4.7 Documentation**

**4.7.1 As-builts**

Two (2) complete sets of as-built drawings are required. As-built drawings must be submitted in a format Microsoft Visio format, or other agreed upon graphic format as delineated in the contract, on two individual sets of CD's. The installation and acceptance of the system shall not be complete until as- built drawings are delivered.

**4.7.2 Manuals**

Provide documentation for installation, operating and maintenance for each component of the system. This documentation will include user manuals, maintenance manuals, parts list, of the equipment necessary for the continued and proper preventative maintenance and repair

**4.8 System Acceptance Testing**

**4.8.1 Acceptance Testing**

The County will create a written acceptance plan created after award of the contract based on the equipment selected. The County will not accept or certify the equipment until all items on the acceptance test plan are met to the satisfaction of the County.

The Bidder will be responsible for all materials, hardware and software provided until subject items have been delivered, implemented, tested, and accepted by the County. The vendor will certify in writing to the County when the system is installed and ready for testing. Degrees of system failure and operability for acceptance testing purposes are determined solely by the County.

#### **4.8.2 Failure Levels**

The following failure priority levels are defined for use during the Systems & Testing process.

**Major failures** are major system failures that render the system completely unusable or significantly reduce system operability, and are considered to be operationally unacceptable by the County.

**Minor failures** are minor system failures or open punch list items that minimally reduce system operability or have little or no effect on system operability and usability, and are considered to be operationally acceptable only during the acceptance testing phase by the County.

#### **4.8.3 Final Acceptance Testing**

Final acceptance testing is expected to commence immediately upon system cut over and proceed for fourteen (14) consecutive major alarm failure free days. If a Major failure occurs during the final acceptance testing period, the final acceptance testing period will be stopped, and the failure or failures expediently fixed to County's satisfaction. Response times to failures must meet the requirements defined for the warranty period.

During this period of interruption, the system must continue to operate with the greatest degree of reliability possible given the respective failure(s). The final acceptance testing period of fourteen (14) consecutive failure free days will restart the day after repairs are affected, at County's sole discretion.

#### **4.8.4 Measurable Testing**

Testing must include a measurable testing process for each functional and technical aspect of the specifications listed in the Bidder's proposal, and system performance measurements based on the telephone activity to date in County's PSAPs. This testing serves as a sign off process for payment to the vendor.

#### **4.8.5 System Failures due to External Causes**

In measuring acceptance, system failures resulting from external causes, including but not limited to acts of God, fire, or County supplied hardware, software or connectivity failure, will be excluded from the acceptance testing.

### **4.9 Training**

#### **4.9.1 Training Requirements**

Training on all system functions must be provided by the vendor prior to acceptance of the system.

Training must include sufficient information and experience to familiarize personnel (administration and supervisors) with all system functions, features and operations for their particular assignments.

The vendor must implement a train-the-trainer plan for call-takers and PSAP administrators. Describe how you will meet this requirement.

#### 4.9.2 Training Curriculum

The vendor shall include in its proposal a training curriculum for call-takers, administrators and County training instructors. The training curriculum shall include instruction on all aspects of the PSAP/Intelligent Workstations, including but not limited to the following:

- a) Call Taking
- b) System Administration & Customization
- c) Reporting

#### 4.9.3 Training Material

Training materials for call-takers, administrators and training instructors shall be approved by the County prior to the delivery of any training. Training materials shall become the property of the County.

Participants must receive individual copies of applicable training materials at the time the course is conducted. Authorization shall be granted to reproduce these and any subsequent training materials that are provided. It is a requirement that sufficient copies of ANI/ALI Controller end user training documentation and copies of administrative training documentation be included in this project in CD or DVD format in addition to paper for each participant.

#### 4.9.4 Training Schedule

Training schedule shall be approved by the County.

### 4.10 **Project Management**

#### 4.10.1 Project Manager

It is required that the vendor assign project managers who are familiar with 9-1-1 networks and IP networks, as well as the proposed system. It is a requirement that the proposal include the project manager's resume with references and experiences on similar projects.

#### 4.10.2 Project Plan

The vendor is required to submit a task-oriented Gantt chart detailing the system installation utilizing MS Project 2000 or a later version. The proposed start date for the project must utilize a "contract date" for competitive and demonstrative purposes. The project plan must identify critical dependencies and typical timelines.

## 5 **Warranty and Maintenance**

System Warranty and System Maintenance periods for all hardware, software and on-site maintenance shall begin upon final acceptance of the entire system and shall run concurrently for a period of twelve

(12) months. Pricing for System Warranty and System Maintenance for the initial twelve (12) month period shall be included in the base price. If multiple maintenance support level options are available, please price them separately.

Bidder shall guarantee the availability of service assistance, repairs, and spare parts for a minimum of seven (7) years after equipment delivery, installation and final acceptance by the County.

A complete listing of all warranties including systems and equipment, detailing what is included and what is not included shall be included.

Twenty-four (24) hour technical and maintenance support must be available with a response time, on site, of no more than two (2) hours for major failures. This support shall be available 7x24x365.

## **6 Mandatory System Options**

The vendors shall offer the following mandatory options and break out the pricing for such options from the basic system pricing

### **6.1 Portable Answering Position**

The Vendor must demonstrate the ability to increase the current number of answering positions. The proposed system shall be capable of being temporarily increased to handle short-term increases in projected call volumes (natural disasters and special events) through the use of a portable "suitcase" answering position.

The portable position shall be capable of secure operation from any broadband connection. The ANI/ALI Telephony Switch shall provide TTD/TTY functionality centrally for the portable positions. A separate telephone set or connectivity to the PSTN shall not be required.

Vendor to provide optional unit pricing for portable positions.

### **6.2 Dual Redundant Configuration**

The Vendor shall provide pricing for an optional dual redundant configuration. In a dual redundant configuration, redundant ANI/ALI Controller functionality resides at two physically distinct locations. The dual redundant system shall be composed of 2 standalone ANI/ALI Controllers; not one Controller split across the two locations. The first location is at the existing PSAP; the second location remains to be identified. The 2 locations are connected to each other via an IP Network provided by the County.

The Central Equipment at either location shall be fully capable of supporting all positions at both locations.

Each location shall have local survivability such that if one location becomes completely unavailable due to a catastrophic natural or man-made event, the second location can continue to process 9-1-1 calls.

### **6.3 Remote Positions**

The Vendor shall provide unit pricing for remote positions at a location to be determined. The County will supply the IP transport network between the PSAP and the remote positions. There shall be no signal conversion between the ANI/ALI Controller and the remote positions - the connection shall be IP end-to-end. The remote positions shall have the same functionality and access to resources as the local positions.

#### **6.4 Remote Monitoring**

The vendor shall provide pricing for an optional external monitoring service that will actively monitor the health of the system and notify the administrator via e-mail when a system or user module is no longer functioning properly. It is desirable that the external monitoring service be staffed by employees of the Original Equipment Manufacturer or distributor of the system.

Monthly summary reports shall be provided to the County. It is desirable that the reports provide an overview of the system's health. The reports shall also identify any trends in alarm activity that have been detected and any initiatives that have been taken to mitigate trend causing factors.

#### **6.5 Emergency Notification System**

The Vendor shall provide pricing for an optional Emergency Notification System ("ENS") which will allow Call Takers to notify portions of the population of hazardous conditions. It is highly desirable that the ENS be fully integrated into the ANI/ALI Telephony Switch so that Call Takers do not have to move to another console to activate notifications.

The ENS shall be configurable to automatically schedule call-backs and pre-determined intervals.

The ENS shall include a complete audit trail of all activations. The Call List shall be generated from a NENA-certified database provided by the County.

#### **6.9 Out of Scope Enhancements**

The vendor shall provide optional pricing for the addition of extra hardware or software which, in the vendor's opinion, would significantly add to the reliability or robustness of the proposed system but which are not explicitly called for in this RFP.

### **7 Cost Proposal**

The vendor must provide detailed pricing showing all costs for hardware, software, installation, training, shipping, program management, services and first twelve (12) month warranty/maintenance necessary to implement the E9-1-1 Communications System.

7.1 System cost is for purchase only; the County will not consider a lease/lease-purchase option.

7.2 Vendor shall indicate if a trade-in of the existing system is allowed; if so, then the pricing shall clearly indicate the value allowed as trade-in; the County reserves the right to accept or reject the trade-in allowance. If the County accepts the trade-in allowance, the vendor shall be responsible for the removal and disposal of the (existing) system being replaced; vendor shall also be responsible for any damages caused by such removal.

7.3 Requested optional pricing should be shown separately.

### **8 Instructions for Submission of Proposals**

8.1 For the purpose of this RFP, the term "Bid" shall mean "Proposal" and the term "Bidder" shall mean "Offeror". The terms Proposal and Offeror shall have the meanings as set forth in the Official Code of Georgia Annotated.

8.2 Submission of an incomplete and/or unclear Proposal as determined by the County may result in the proposal being deemed NON-RESPONSIVE to this RFP. The County reserves the right to request, receive and evaluate supplemental information after the above time and date at its sole determination.

8.3 By submitting a Proposal for consideration to the County, the Offeror authorizes the County to make inquiries of all references and any prior project examples.

8.4 In preparing and submitting a Proposal for this RFP, the Offeror that will execute the Project shall have read the Professional Services Agreement, and all required other exhibits, attachments and supporting documents (copies of which are attached and included with this RFP document) and shall have consulted with its legal advisor and surety and insurance carrier representatives, who shall have also read the Professional Services Agreement; and thereafter complete and sign and include with the Proposal the certification form as to review and acceptance of the Professional Services Agreement.

The Offeror further understands and accepts that such submitted exceptions and/or qualifications to the Professional Services Agreement (on the certification form required to be completed and submitted with the Proposal) may cause the County to deem the Proposal to be NON-RESPONSIVE, and the County may fully reject the Proposal and select another Offeror based upon the noted or described exceptions and/or qualifications hereto. Such a determination by the County shall not be a cause of action by the Offeror against the County.

#### 8.5 Evaluation Criteria

The Proposals shall be evaluated based on their relative responsiveness to the criteria described in this RFP and with values weighted as shown below:

30 Points:	Proposal value; cost to the taxpayer.
30 Points:	Technical requirements.
5 Points:	Acceptance and willingness to sign Professional Services Agreement.
5 Points:	References.
30 Points:	Warranty, training, support, and upgrades.

100 POINTS: TOTAL POINTS POSSIBLE

8.6 **Proposals shall be submitted with one (1) original with original signatures and four (4) copies to the following address, with RFP number clearly marked upon the package:**

Cherokee County Board of Commissioners  
Attn: Greg Dodgen, Director of Procurement and Risk Management  
1130 Bluffs Parkway  
Canton, Georgia 30114

**THE COMPLETED PROPOSAL PACKAGE, INCLUSIVE OF THE PROPOSAL FORM, ALL REQUIRED AFFIDAVITS AND/OR CERTIFICATIONS (e.g., NON-COLLUSION AND CONTRACT**

**REVIEW/ACCEPTANCE), AND ANY ADDITIONAL INFORMATION YOU DEEM IMPORTANT TO YOUR RESPONSE, MUST BE RECEIVED NO LATER THAN 2:00 PM LOCAL TIME ON TUESDAY, JUNE 5, 2012.**

THE PROPOSALS WILL BE READ ONLY AND THERE WILL BE NO DETERMINATION OF AWARD RECOMMENDATION UNTIL AFTER SUCH TIME AS A FULL REVIEW OF THE PROPOSALS HAS BEEN CONDUCTED BY COUNTY STAFF.

The County will not accept fax or electronic submissions of Proposals. Any submittal of Proposals after the specified time and date will result in non-acceptance of the Proposal.

The County will acknowledge all Proposals received via a posting to the County's website, in the RFP/Bids section of [www.cherokeega.com](http://www.cherokeega.com).

#### 8.7 Questions or Requests for Clarification

Only written inquiries will be permitted. Questions for preparation of Proposals shall be submitted in writing to Greg Dodgen, Director of Procurement and Risk Management, via e-mail to [gdodgen@cherokeega.com](mailto:gdodgen@cherokeega.com). The deadline for receipt of all questions is 5:00 PM local time on Friday, May 25, 2012. The County will provide answers to questions via formal addendum to the RFP no later than 5:00 PM local time on Tuesday, May 29, 2012. If an addendum is necessary, it will only be posted to this RFP's project page on the County's website, [www.cherokeega.com](http://www.cherokeega.com), in the RFP/Bids section.

**EXHIBIT "A"**

**RFP2012-22 Proposal Form  
Cherokee County E-911 Telephone System**

The undersigned attests by signature that he/she has read and will comply with all provisions of this RFP package, including Addenda Numbers: \_\_\_\_\_

Proposal value (not to exceed) for Turn-key VoIP E-911 Telephone System, inclusive of all hardware, software, installation, commissioning, acceptance testing, training and initial twelve (12) month warranty, to include all software upgrades, patches and fixes.

\$ \_\_\_\_\_

Proposal value (rate per hour) for any incremental training in subsequent years at the County's sole option:

\$ \_\_\_\_\_

Trade-in value for existing system, if applicable. This will be reviewed at the County's sole discretion and is not to be assumed as part of your not-to-exceed value above:

(\$ \_\_\_\_\_)

Proposal value (annualized value, but payable in quarterly installments) of warranty/maintenance coverage, if desired at the County's sole discretion:

\$ \_\_\_\_\_

Submitted by:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Typed Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_  
\_\_\_\_\_ (Phone Number)

\_\_\_\_\_ (E-mail Address)

\_\_\_\_\_ (Date)

EXHIBIT "B"

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA

COUNTY OF CHEROKEE

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting their preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid, including but not limited to O.C.G.A. § 36-91-21(d).

(Signed)

\_\_\_\_\_

Subscribed and Sworn to before me

(Name)

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Title \_\_\_\_\_

\_\_\_\_\_

(SEAL)

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

Date

EXHIBIT "C"

CERTIFICATION OF REVIEW AND ACCEPTANCE  
OF PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: \_\_\_\_\_

CONSULTANT'S NAME: \_\_\_\_\_

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

**CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:**

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

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

\_\_\_\_\_  
\_\_\_\_\_

**THE UNDERSIGNED FURTHER UNDERSTANDS AND ACCEPTS** that such submitted exceptions and/or qualifications may cause Cherokee County to determine the Proposal to be non-responsive and the Consultant to be non-responsible, and that Cherokee County may fully reject the Proposal and select another Consultant based upon the noted or described exceptions and/or qualifications hereto. Such a determination by Cherokee County shall not be a cause of action by the Consultant against Cherokee County.

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

Signed: \_\_\_\_\_ (SEAL, REQUIRED IF CORPORATION)

This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**NOTARY AND WITNESS:** County of \_\_\_\_\_ State of \_\_\_\_\_

Notary Public: \_\_\_\_\_ (SEAL, REQUIRED)

Witness: \_\_\_\_\_.

**APPENDIX A**  
**CHEROKEE COUNTY PROCUREMENT ORDINANCE**  
**(ATTACHED)**

**APPENDIX B**

**CHEROKEE COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT  
(ATTACHED)**

RFP #2012-22: E-911 Telephone System

MAY 22, 2012

ADDENDUM ONE

Please see below questions received and answers provided for this RFP.

- Q1:** Regarding Section 2 ("The 9-1-1 ANI/ALI Telephony Switch must have a pair of Application Servicers operating as a high availability virtual server."), does this requirement preclude vendors from offering two physically different servers, instead of one (1) "high availability virtual server"?
- A1:** The County requires redundant servers.
- Q2:** Regarding Section 4.1.6 ("The ANI/ALI Controller functionality resides at two physically distinct locations. The dual redundant system shall be composed of 2 standalone ANI/ALI Controllers and not one Controller split across the two locations."), please provide the 2<sup>nd</sup> 9-1-1 site's location and verify that CAMA trunks can be terminated at the 2<sup>nd</sup> location?
- A2:** Everything will be in one location on the date of install. The 2<sup>nd</sup> site will be determined in the future. All trunks will terminate as they do today.
- Q3:** Regarding Section 4.1.6 ("The 2 locations are connected to each other via an IP Network provided by the County."), please provide specific details for the County provided IP network: Layer-2 or Layer-3, QoS availability, Latency, Jitter, Bandwidth, Path Diversity availability?
- A3:** Everything will be in one location on the date of install. The 2<sup>nd</sup> site will be determined in the future.
- Q4:** Regarding Section 4.1.44 ("The system should be installed with adequate processor and hardware to meet this growth."), please provide any anticipated growth factors including 9-1-1 call volumes and dispatcher/call taker personnel and positions?
- A4:** 911 Call volumes are anticipated to increase at a rate of 5% yearly.
- Q5:** Regarding Section 4.2.22 ("The operator shall also have the availability to create a conference between the TDD/TTY caller and up to four (4) non-TDD/TTY parties either in 9-1-1 call-taking mode or administrative call-taking mode."), please describe a situation in which this capability would be utilized?

- A5: The County can foresee circumstances where this might arise with the need for some third party services (poison control, language line, relay services, etc.) to be connected with a caller, call taker, dispatcher along with field personnel. Please describe how the system would handle this situation.
- Q6: Regarding Section 6.1 ("Proposed system shall be capable of being temporarily increased to handle short-term increases in projected call volumes (natural disasters and special events) through the use of a portable "suitcase" answering position."), please specify the quantity of "suitcase" positions required?
- A6: Three (3).
- Q7: Regarding Section 6.3 ("Remote Positions"), are the remote positions to be permanently installed at the primary 9-1-1 center or "suitcase" type positions?
- A7: Suitcase.
- Q8: Regarding Exhibit C ("Certification of Review and Acceptance of Professional Services Agreement"), the "Professional Services Agreement" only addresses services. Will the County provide another contract form for vendors that will provide hardware and services?
- A8: No, the County provides a standard contract form that is required for all vendors. The County will incorporate necessary hardware, software, services, etc. from the awarded vendor into the scope of this contract.
- Q9: When does the County anticipate awarding this project?
- A9: The County is expecting that an award recommendation will be made to the Board of Commissioners in one of the July meetings of that body.
- Q10: Regarding Section 4.6.2 System Grounding ("System grounding must comply with industry standards and good engineering practices."), in order to maintain consistency in the vendor responses and assure the County a proven standard for fixed equipment installation, would the County change this requirement to R-56 standards?
- A10: An R-56 standard is excellent. However, any system that meets industry standards is acceptable.
- Q11: Regarding Section 4.1.6 Dual Redundant Configuration ("The system shall support installation in a dual redundant configuration. The ANI/ALI Controller functionality resides at two physically distinct locations. The dual redundant system shall be composed of 2 standalone ANI/ALI Controllers and not one Controller split across the two locations. The first location is at the Main PSAP; the second location will be determined by the County. The 2 locations are connected to each other via an IP Network provided by the County. The Central Equipment at either location shall be fully capable of supporting all positions at both locations. Each

location shall have local survivability such that if one location becomes completely unavailable due to a catastrophic natural or man-made event, the second location can continue to process 9-1-1 calls. Vendor shall describe the call flow in the event that the Main PSAP suffered catastrophic failure. Vendor shall describe the network bandwidth and latency requirements necessary to support the dual redundant configuration. A dual redundant configuration shall be offered optionally.”), are you requesting a system that will support two (2) geographically diverse locations at install, or just a system that can be deployed as a single site system but have the flexibility to serve two (2) or more sites in the future?

A11: At installation, there will not be a separate site. However, it is our goal in the future to have 2 separate sites. Therefore, we want the flexibility to add a second site in the future.

Q12: Regarding Section 4.1.8 Virtual PSAP (“As an option, the County would like to access the system in a Virtual PSAP environment.”), can you provide your definition of a Virtual PSAP?

A12: PSAP positions that are able to work in a Cloud environment.

Q13: Regarding Section 4.1.9 Remote Positions (“As an option, the County would like to access the system in a Virtual PSAP environment.”), how many remote positions shall be offered as OPTION?

A13: Three “pack and go” type positions.

Q14: Regarding Section 4.1.16 Protocols (“The system shall use Transmission Control Protocol (“TCP”)/Internet Protocol (“IP”) network connectivity and client/server network design. Calls shall be transported as VoIP between the Central Equipment and the Positions. Signaling for IP connected calls shall be SIP based. Hook Flash signaling shall use the SIP INFO method.”), is the County planning on interfacing with an I3 ESINet at installation of the new system?

A14: No. We will use our existing analog network but we want to be prepared for the I3 network when it’s available.

Q15: Regarding Section 4.1.17 Bandwidth (“Vendors must state the bandwidth requirements for call-taker positions and remotely connected lines and trunks. It is highly desirable that bandwidth requirements per call-takers be minimized while still utilizing G.711 codec.”), can you provide your remote position and trunk/line requirements?

A15: 26.

Q 16: Regarding Section 4.1.19 Administrative Trunks (“The ANI/ALI Controller shall support a 2-wire telephone line interface which may be either loop start or ground start. Caller-ID functionality with name or name and number delivery shall be provided on all administrative telephone line interfaces. Centrex style administrative circuits will be supported with either 3 digit or 4 digit Centrex functionality.”), can you provide the number of ground start lines you require?

A16: 12 (8 Administrative lines, 4 alarm lines).

Q17: Regarding Section 4.1.34 Outgoing Trunk ("The ANI/ALI Controller Switch shall provide the capability for an established E9-1-1 call to be transferred on an outgoing trunk to another PSAP without requiring hook flash signaling. The transfer shall be initiated by the single click of a transfer button. The ANI shall be transmitted with the transferred call."), is Cherokee County planning on providing selective routing to other PSAPs?

A17: No. We just want the ability to transfer a misdirected E9-1-1 call to another PSAP by selecting a single transfer button on the console.

Q18: How many years of MIS data should be active in the database? What is the County's data retention standard?

A18: The County would like to maintain a minimum of 5 years. We would also like to pursue some kind of data conversion of the existing data to the new MIS system, with at least 2 years worth of data.

Q19: Regarding Section 6.2 Dual Redundant Configuration ("The Vendor shall provide pricing for an optional dual redundant configuration. In a dual redundant configuration, redundant ANI/ALI Controller functionality resides at two physically distinct locations. The dual redundant system shall be composed of 2 standalone ANI/ALI Controllers; not one Controller split across the two locations. The first location is at the existing PSAP; the second location remains to be identified. The 2 locations are connected to each other via an IP Network provided by the County. The Central Equipment at either location shall be fully capable of supporting all positions at both locations. Each location shall have local survivability such that if one location becomes completely unavailable due to a catastrophic natural or man-made event, the second location can continue to process 9-1-1 calls."), how many positions, 9-1-1 trunks and administrative lines will be required at the second location?

A19: 12 Positions, 13 9-1-1 trunks, 8 administrative lines, 4 alarm lines. A duplicate of the existing site.

Q20: Regarding Section 6.5 Emergency Notification System ("The Vendor shall provide pricing for an optional Emergency Notification System ("ENS") which will allow Call Takers to notify portions of the population of hazardous conditions. It is highly desirable that the ENS be fully integrated into the ANI/ALI Telephony Switch so that Call Takers do not have to move to another console to activate notifications. The ENS shall be configurable to automatically schedule call-backs and pre-determined intervals. The ENS shall include a complete audit trail of all activations. The Call List shall be generated from a NENA-certified database provided by the County."), will the customer be supplying their own maps for the emergency notification solution. Also, does the customer have a preference for an on-site or hosted emergency notification solution?

(20) We can depending on the type of maps needed. On site.

Thank you,  
Priscilla

**From:** Greg Dodgen  
**Sent:** Wednesday, May 16, 2012 5:08 PM  
**To:** Priscilla A. Bridges  
**Subject:** FW: MSI Questions - Cherokee County E-911 Telephone System - RFP#2012-22

Please see attached questions.

**From:** Byrd John-CJB059 [<mailto:John.Byrd@motorolasolutions.com>]  
**Sent:** Wednesday, May 16, 2012 5:00 PM  
**To:** Greg Dodgen  
**Cc:** Brady Gary-C00145  
**Subject:** MSI Questions - Cherokee County E-911 Telephone System - RFP#2012-22

Greg, we appreciate this opportunity to provide E-911 telephone equipment to Cherokee County, Georgia. Attached please find questions from Motorola Solutions, Incorporated. In order to respond appropriately by the RFP requested due date of June 5, MSI is asking Cherokee County to provide answers, if at all possible, by COB on Monday, May 21.

Thank you again for this opportunity to earn your business.

Respectfully,

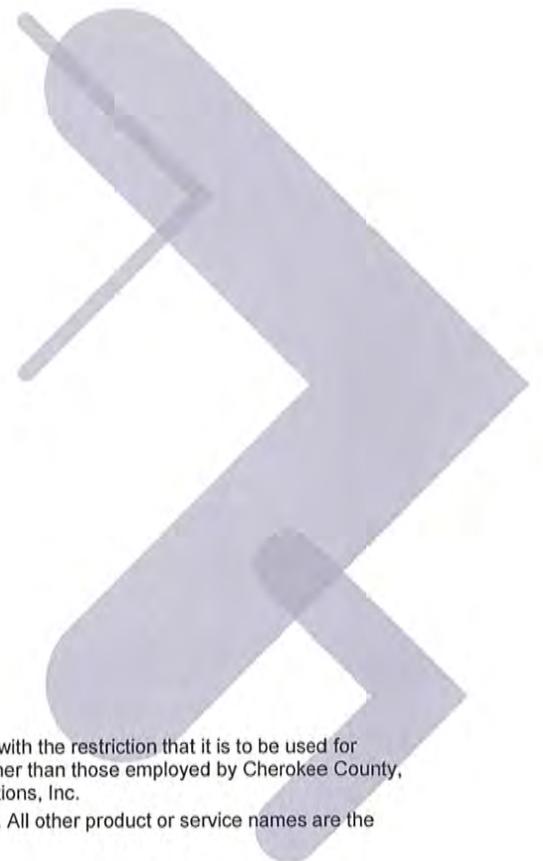
*John Byrd*  
Senior Account Manager  
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[john.byrd@motorolasolutions.com](mailto:john.byrd@motorolasolutions.com)





Proposal for  
Cherokee County, Georgia

# Request for Proposals – E911 Telephone System – RFP #2012-22 June 5, 2012



#### Data Restrictions

This proposal is considered Motorola confidential and restricted. The proposal is submitted with the restriction that it is to be used for evaluation purposes only, and is not to be disclosed publicly or in any manner to anyone other than those employed by Cherokee County, Georgia required to evaluate this proposal without the express permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.  
1700 Bella Muada Court  
Lawrenceville, GA 30043

June 5, 2012

Cherokee County Board of Commissioners  
Attn: Greg Dodgen, Director of Procurement and Risk Management  
1130 Bluffs Parkway  
Canton, Georgia 30114

Re: Request for Proposals E-911 Telephone System RFP # 2012-22

Dear Mr. Dodgen:

In response to the Cherokee County Request for Proposal (RFP) and subsequent Addenda Nos. 1-2, Motorola Solutions, Inc. (Motorola) submits its proposal and response for an E-911 Telephone System.

The foundation of our product offering is centered on compliance to the RFP specifications with special attention given to IP based Next Gen911, architecture designed for network of origin versatility, system availability, and providing a screen layout already familiar to Cherokee County's operators. Lastly, we focused on cost and have made every effort to deliver and implement a system which not meets Cherokee County's specifications for the best possible price.

With these objectives in mind, Motorola has joined with Cassidian to provide the Sentinel Patriot E911 Telephone System solution to Cherokee County. Motorola and Cassidian have demonstrated their ability to manufacture, implement and maintain "mission critical" public safety emergency telephone systems for many years. In fact, the County's current 10 year old VESTA Standard E911 System is one of those successes. We believe this joint proposal, augmented with the experience and knowledge of our local service provider, Diversified Electronics, offers Cherokee County the best overall combination of performance, value and dependability.

Motorola's proposal is subject to Motorola's clarifications to County's RFP, and to the attached and incorporated Communications System Agreement or, in the alternative, a negotiated version thereof. The team at Motorola will negotiate in good faith to arrive at a contract that best serves the interests of all parties involved. This proposal and pricing will remain valid for 90 days after the proposal due date.

We acknowledge receipt of both addenda issued to this RFP. Questions or inquiries may be addressed to John Byrd at (770) 823-2288. We look forward to your review of our proposal, subsequent discussions, and to ultimately helping Cherokee County achieve its communication goals and objective.

Sincerely,

MOTOROLA SOLUTIONS, INC.

A handwritten signature in blue ink that reads "Marshall Wright".

Marshall Wright  
MSSSI Vice President & Director, Sales  
Government & Public Safety



## **UNDERSTANDING WHERE WE ARE TODAY**

VESTA Standard Emergency 9-1-1 Telephone System was introduced in 1995, and began serving Cherokee County in 2002. Over the last 10 years this equipment has worked 24 hours a day and 7 days a week providing Cherokee County and its residents with efficient and reliable service. As time passed, technology advanced and new industry standards emerged based on Internet Protocol (IP) enabled technologies that bring enhanced benefits and capabilities to today's 9-1-1 centers. The VESTA Standard system platform will reach its out of service date on February 28, 2015.

Via RFP, Cherokee County requests proposals for a complete, turnkey installation of an IP based, Next Generation (NG) 9-1-1 solution capable of processing calls for emergency service no matter the network of origin (PTSN, VoIP, VoLM). The County would like to enhance call taker capabilities, maximize system availability, accept future types of calls, and deliver five 9's (99.999) availability.

Based on previous discussions, we understand that it is also important to minimize the operator stress typically experienced when changing to a new system platform, increase the size of the E-9-1-1 display, and have flexibility in structuring system reports.

Based on a thorough review of the RFP specifications and our working knowledge of Cherokee County's 9-1-1 operations, Motorola has developed a comprehensive system design and responsive proposal. We fully understand the County's requirements, and are confident we can provide a turn-key solution, as reflected by our response, that meets the needs presented by Cherokee County.

## **MONITORING AND RESPONSE (OPTIONAL)**

The VESTA 4.0 solution has a remote monitoring capability utilizing a secure VPN tunnel to provide 24x7 real time remote monitoring. Monitoring and Response advanced network management tools allow for remote control, and remote system management. Monitoring and Response provides pre-failure hardware notification, and generates alerts on service/device state changes, runaway processes and memory leaks. It collects and stores user-defined performance counters, and stores event log messages, performance data, and configuration data in a centralized database.

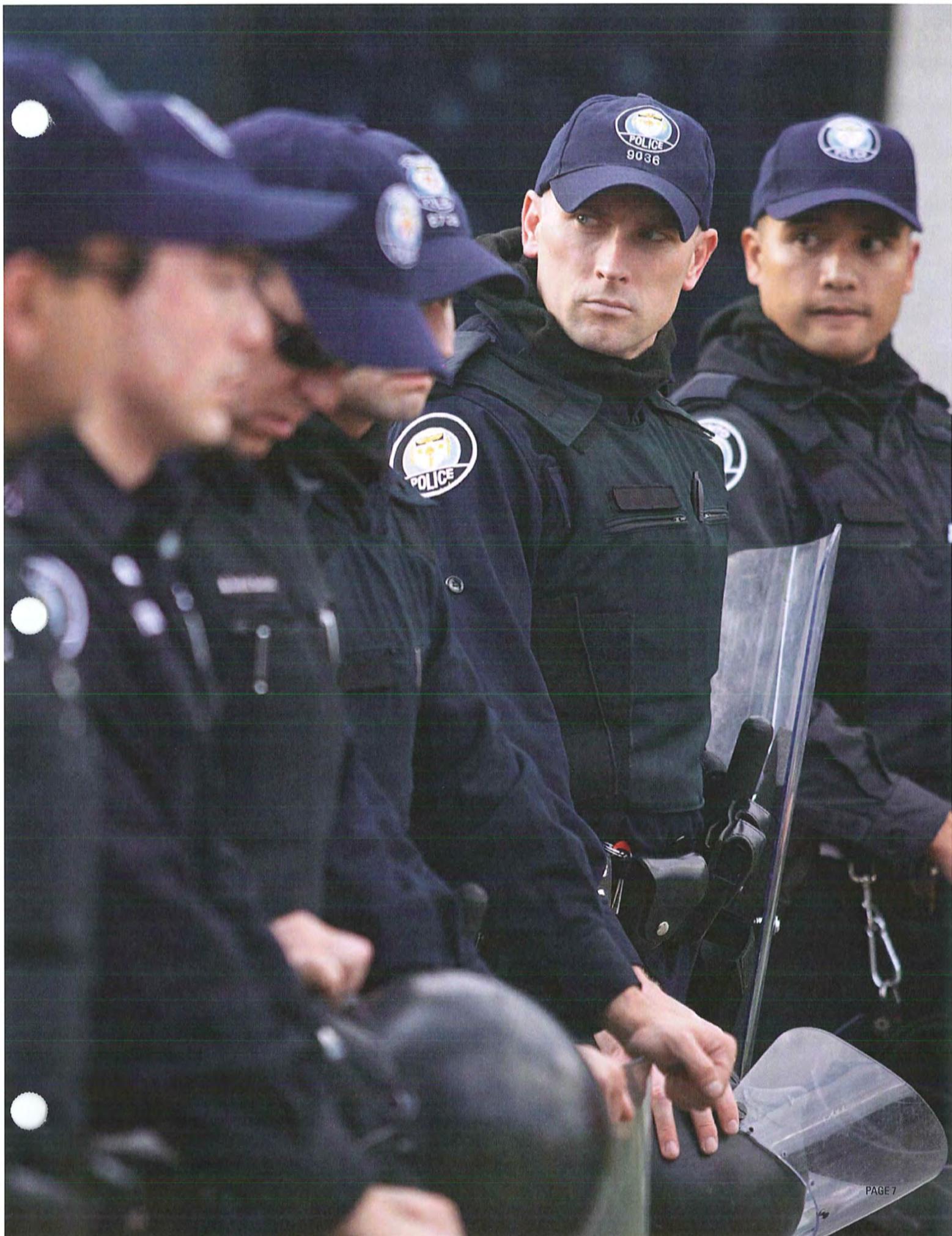


## **GEO-DIVERSE READY OPERATION (OPTIONAL)**

The VESTA 4.0 solution is capable of redundant operation from two physically distinct locations. The primary and alternate locations, connected via an IP network, will house centralized controller equipment fully capable of supporting all answering positions at both locations. The centralized controlling equipment at either location will serve to back up both centers in the event of a catastrophe or centralized equipment failure. This option appropriately distributes the equipment onto separate racks ready to be relocated to the alternate location once it has been identified.

## **PORTABLE ANSWERING POSITION (OPTIONAL)**

The CommandPOST solution is a portable, on-location emergency call center solution. It provides cost-effective backup with complete 9-1-1 call-handling in temporary locations outside mission-critical communications centers, such as at the scene of a disaster, during severe weather situations, evacuations or hostage-taking.





## Section 2. System Description

### 2.1 Introduction

At the request of Cherokee County, Georgia, Motorola has provided pricing for a VESTA 4.0 IP-based 911 system. The VESTA 4.0 platform is the newest generation for public safety call taking. It leverages the proven technologies of Cassidian Communications' Sentinel Patriot and VESTA systems while enabling a new level of flexibility and efficiency for 9-1-1 operators. The VESTA 4.0 Graphical User Interface (GUI) is capable of maintaining Cherokee County's existing VESTA system look-and-feel to maintain a level of comfort for call takers; however several features have been improved including: advanced human factors, more efficient performance of frequent tasks, and capable of supporting multiple workflows. VESTA 4.0 incorporates an ANI/ALI controller providing voice management and data (ALI) retrieval. VESTA 4.0 supports all of the standard telephony interfaces to simplify integration into existing telephony networks, while leveraging a distributed, high availability, and extremely scalable solution with no single point of failure to provide mission critical voice

This proposal includes:

- ◆ VESTA 4.0 equipment room servers and network hardware including:
  - One 19" equipment rack
  - Two (2) redundant Media Distribution Services (MDS) servers
  - Two (2) redundant Data Distribution Services (DDS) servers
  - One (1) eight port KVM Switch with PS/2 cables
  - One (1) rack mounted 19" monitor, keyboard, mouse
  - Two (2) 24-port Cisco 2960 LAN Switches
  - One (1) Inkjet color printer for system reporting/maintenance printouts
- ◆ Twelve (12) VESTA 4.0 9-1-1 operator positions, each equipped with:
  - One (1) HP Z210 workstation
  - One (1) 19" flat NEC monitors (non-touch) with speakers
  - One (1) 4-channel PCI sound card
  - One (1) Sound Arbitration Module (SAM)

- One (1) Active View monitor license and Aurora MIS license
- ◆ Set of recommended critical system spares including:
  - One (1) 8-port FXO Gateways
  - One (1) 8-port FXS Gateways
  - One (1) SAM Hardware Module
  - One (1) SAM Speaker Kit

## 2.2 VESTA 4.0 Overview

The VESTA 4.0 solution is a mission-critical call management and response solution that is a NENA compliant, IETF standards-based, IP-centric implementation. VESTA 4.0 is scalable up to 250 positions and adds increased resiliency and availability, including dual networks to the workstation. The VESTA 4.0 solution uses a 911 ANI/ALI controller providing voice management and data (ALI) retrieval. The VESTA 4.0 solution supports all of the standard telephony interfaces to simplify integration into existing telephony networks.

VESTA 4.0 offers a wide range of capabilities available to Cherokee County.

- ◆ Call taking console with built-in softphone and versatile audio management device.
- ◆ Highly configurable desktop with multiple layouts and workflows.
- ◆ Flexible call handling modes, ACD, shared lines or hybrid.
- ◆ Dial Directory – Best-in-Class Contact Management and dialing.
- ◆ ACD Queue Display to monitor PSAP status and performance.
- ◆ Dynamic Conference modes – Hold and No Hold conferencing
- ◆ Intuitive roles based login with PSAP selection.
- ◆ E911 networks and native ESINET connectivity.
- ◆ Fully featured skills based ACD.
- ◆ Multi-PSAP support – Individual reporting, call distribution and contact lists.
- ◆ Wall display for real-time PSAP status and alerts.
- ◆ Centralized configuration.
- ◆ Relay I/O control over IP.
- ◆ Enhanced stand-alone IP Phone for 911 call handling with ALI display.
- ◆ Full integration with Aurora Enterprise for comprehensive MIS reporting.

### 2.2.1 VESTA 4.0 Servers

The VESTA 4.0 system is made up of redundant Media Distribution Servers (MDS) and redundant Data Distribution Servers (DDS).



Each VESTA 4.0 console workstation will consist of:

- ◆ Workstations equipped with a 512 MB PCI-E DVI/VGA dual video card and a single Gigabit PCI-E Network Interface Card (NIC).
- ◆ One (1) 19" dedicated, flat-panel, black monitor per position (non-touch).
- ◆ One (1) Sound Arbitration Module (SAM)
- ◆ One (1) Genovation 682 24-key USB programmable keypad with 12' cable.

### 2.2.3.1 SW/Licensing - Workstation

- ◆ VESTA 911 CTI application
- ◆ Aurora data collection and advanced reporting licenses.
- ◆ Dual-IRR licenses for recording phone and radio at all VESTA 4.0 positions.

### 2.2.4 Printers

One (1) Inkjet color USB printer will be provided for the backroom maintenance printer.

One (1) LaserJet B/W USB printer will be provided for general reporting.

### 2.2.5 Network and Timing

#### 2.2.5.1 LAN HW

Two (2) 24-port 10/100/1000 Cisco 2960 switches will be provided for the VESTA 4.0 LAN.

#### 2.2.5.2 Time Synchronization

Motorola will utilize Cherokee County's existing Spectracom Master Clock and NTP time server. The VESTA 4.0 mission-critical management response center requires a network reference clock to synchronize the system clocks of the MDS, DDS, VESTA 911 workstations, Aurora server, PCs, and gateways. The VESTA 4.0 requires that Cherokee's time server provide Network Time Protocol NTPv3 and conform to the NENA-04-002 PSAP Master Clock Standard requirements.

### 2.2.6 Security Management (Anti-Virus and Software Patch Updates)

Cassidian Communications has recently introduced a bundled Security Management service specifically designed for the new IP-based networks. This bundled offering includes Virus Protection and Patch Management, but does not require Monitoring and Response.



- ◆ Requires IP based connectivity through the firewall to the PSAP

### 2.3.1.1 SW/Licensing – CommandPost

- ◆ Sentinel 911 CTI application
- ◆ Active View data Collection license
- ◆ Aurora license
- ◆ VPN Software (Required when CommandPost will be connected to VESTA 4.0 through the public Internet)

### 2.3.2 Geographically Diverse “READY” (Optional)

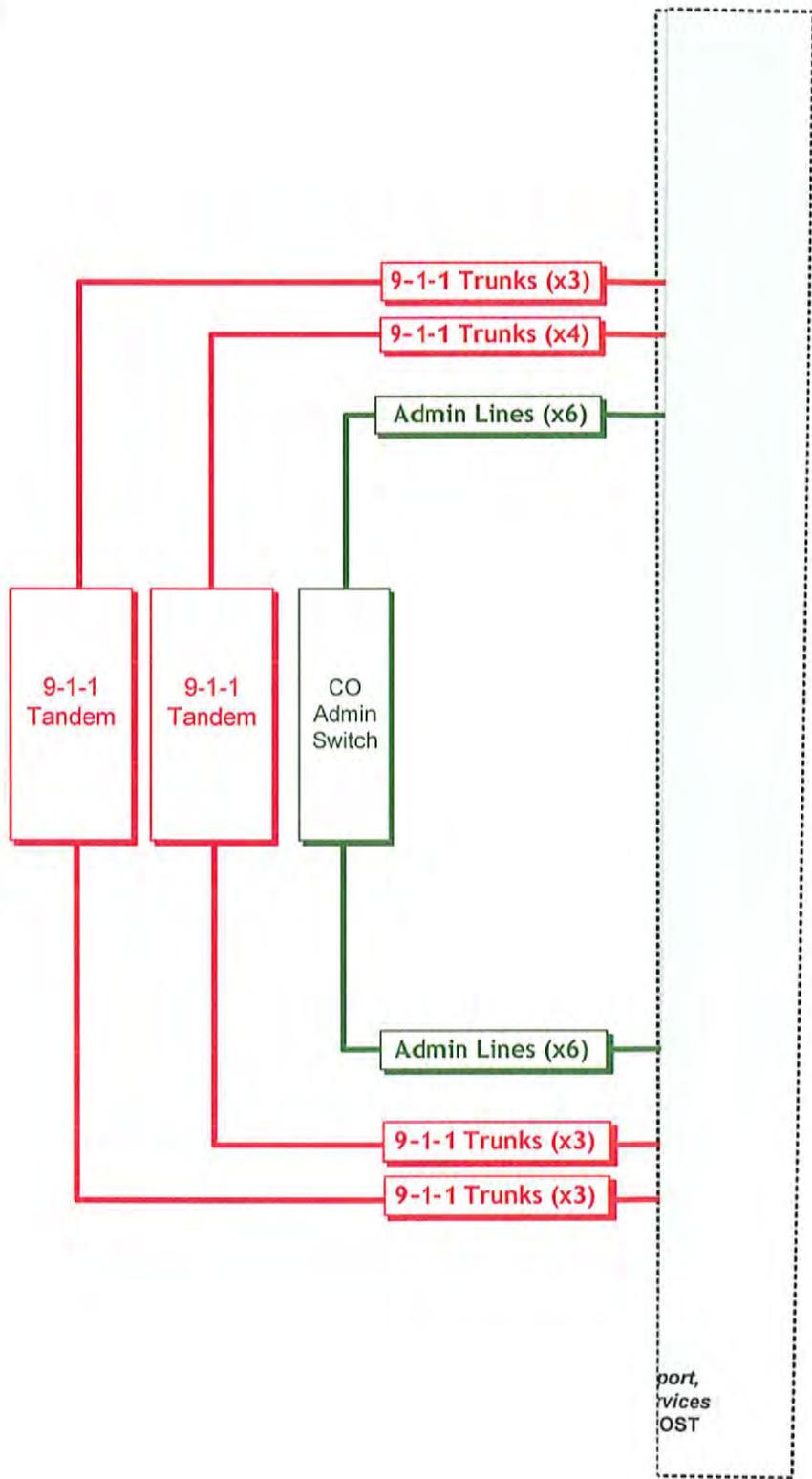
- ◆ Pre-configuration of the system to be Geographically Diverse ‘READY’,
  - Separation of equipment into two (2) racks.
  - Programming of system with additional networking equipment capable of wide area communications.
  - Configuration of the system for two (2) physically diverse locations.

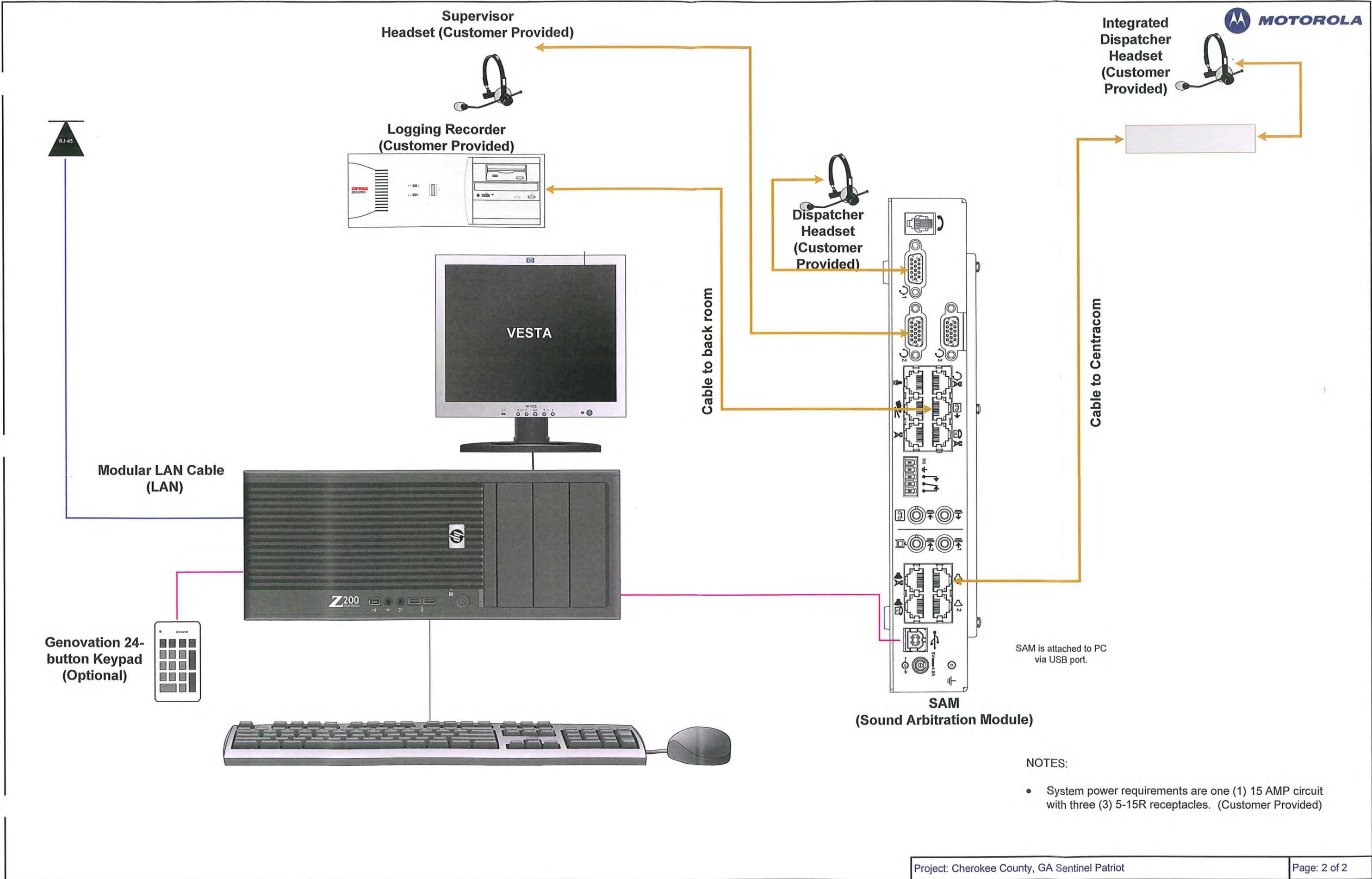




## Section 2. System Block Diagrams

Motorola has attached its System Block Diagrams on the following pages.

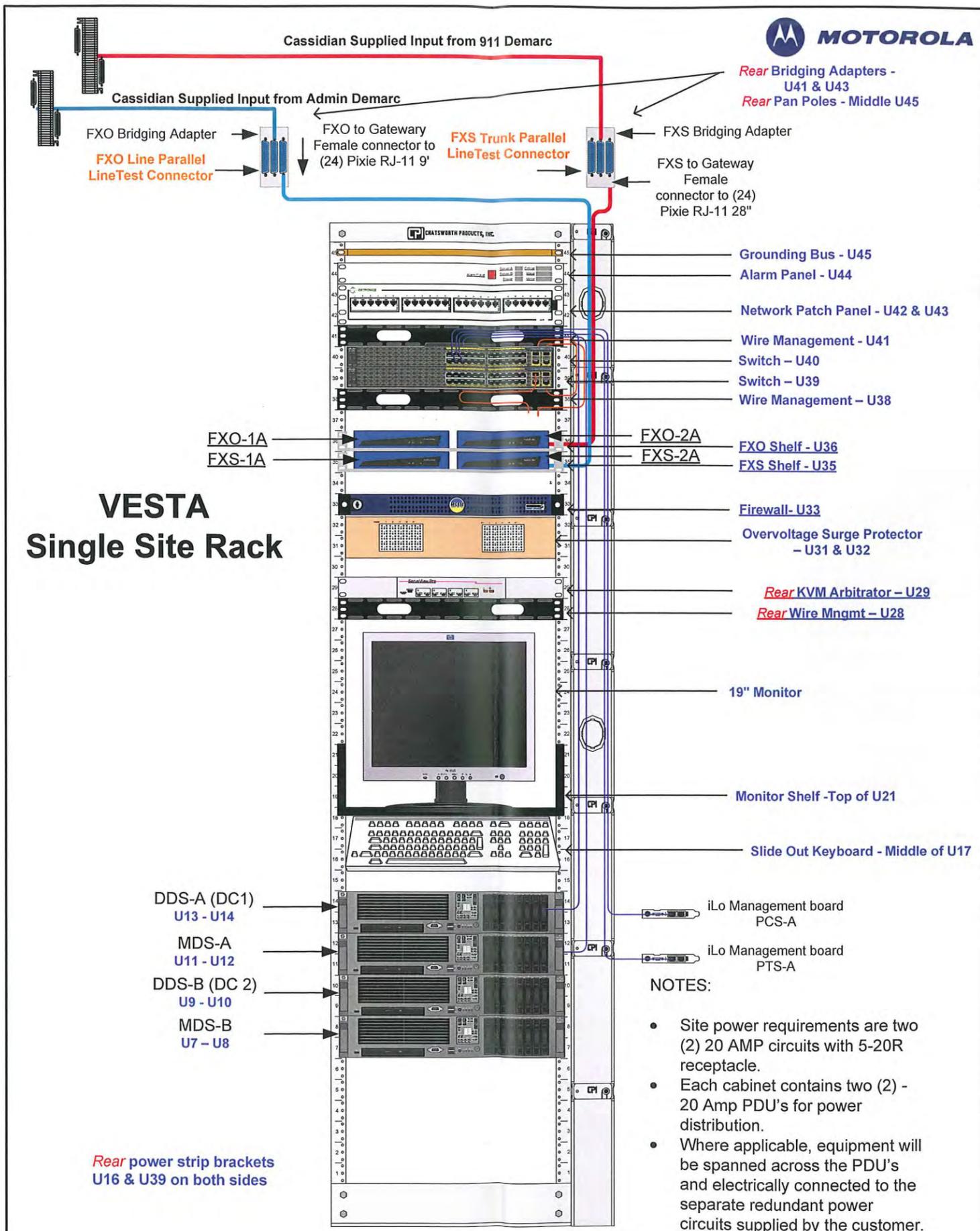




SAM is attached to PC via USB port.

**NOTES:**

- System power requirements are one (1) 15 AMP circuit with three (3) 5-15R receptacles. (Customer Provided)

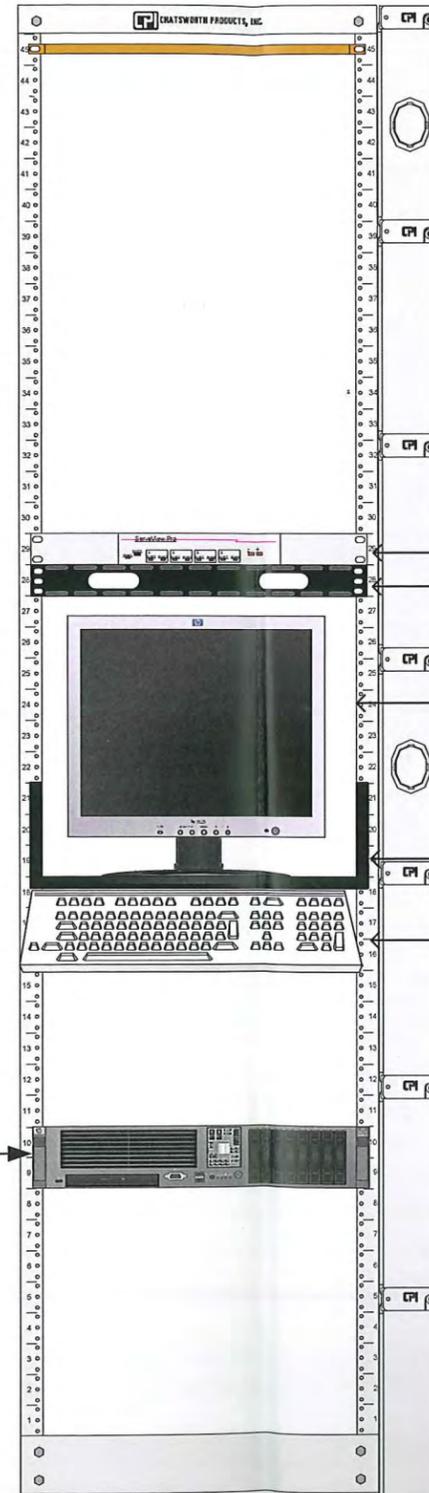


- NOTES:**
- Site power requirements are two (2) 20 AMP circuits with 5-20R receptacle.
  - Each cabinet contains two (2) - 20 Amp PDU's for power distribution.
  - Where applicable, equipment will be spanned across the PDU's and electrically connected to the separate redundant power circuits supplied by the customer.

## Aurora MIS Rack

Aurora  
U9 - U10

Rear power strip brackets  
U16 & U39 on both sides



Rear KVM Arbitrator - U29  
Rear Wire Mngmt - U28

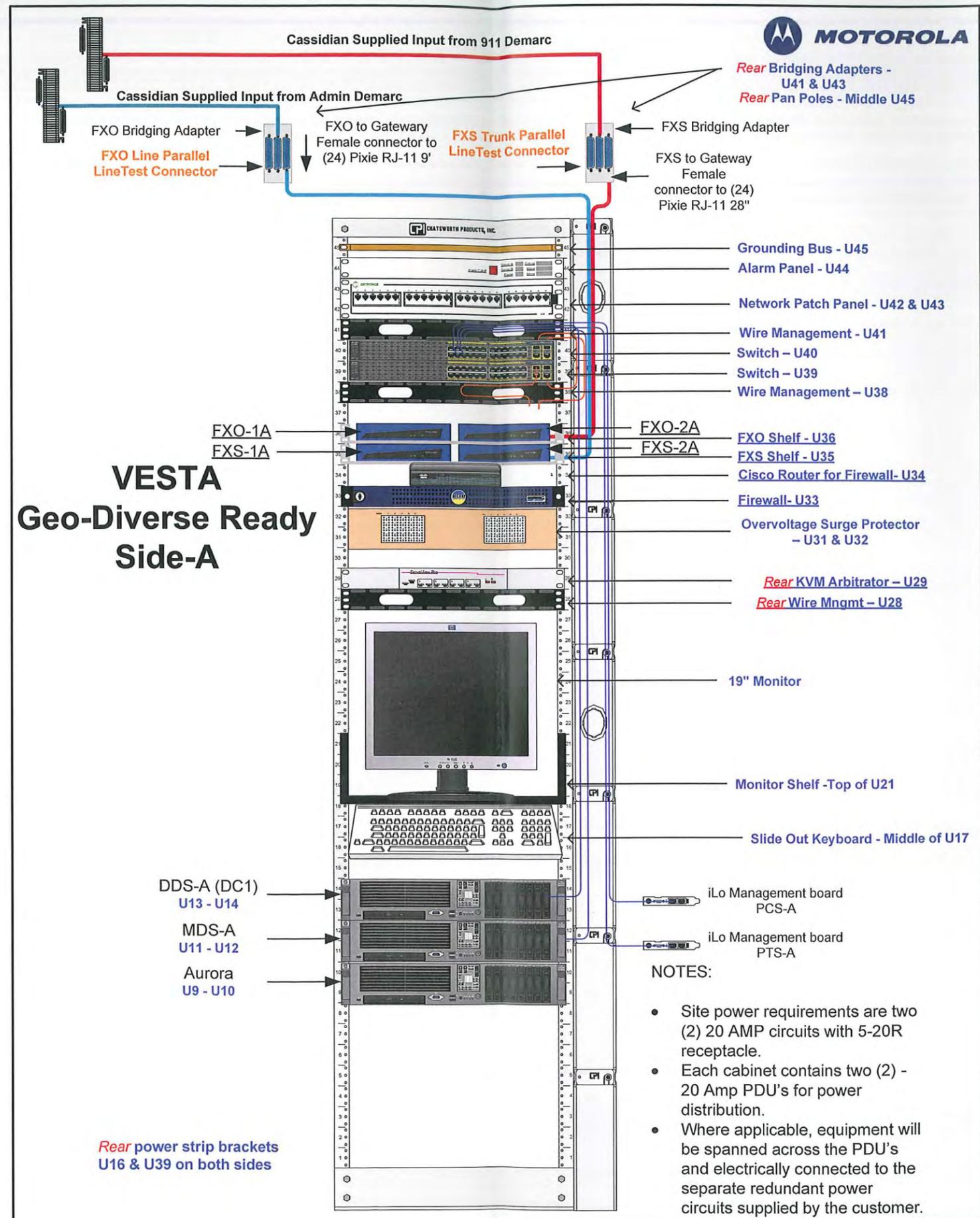
19" Monitor

Monitor Shelf -Top of U21

Slide Out Keyboard - Middle of U17

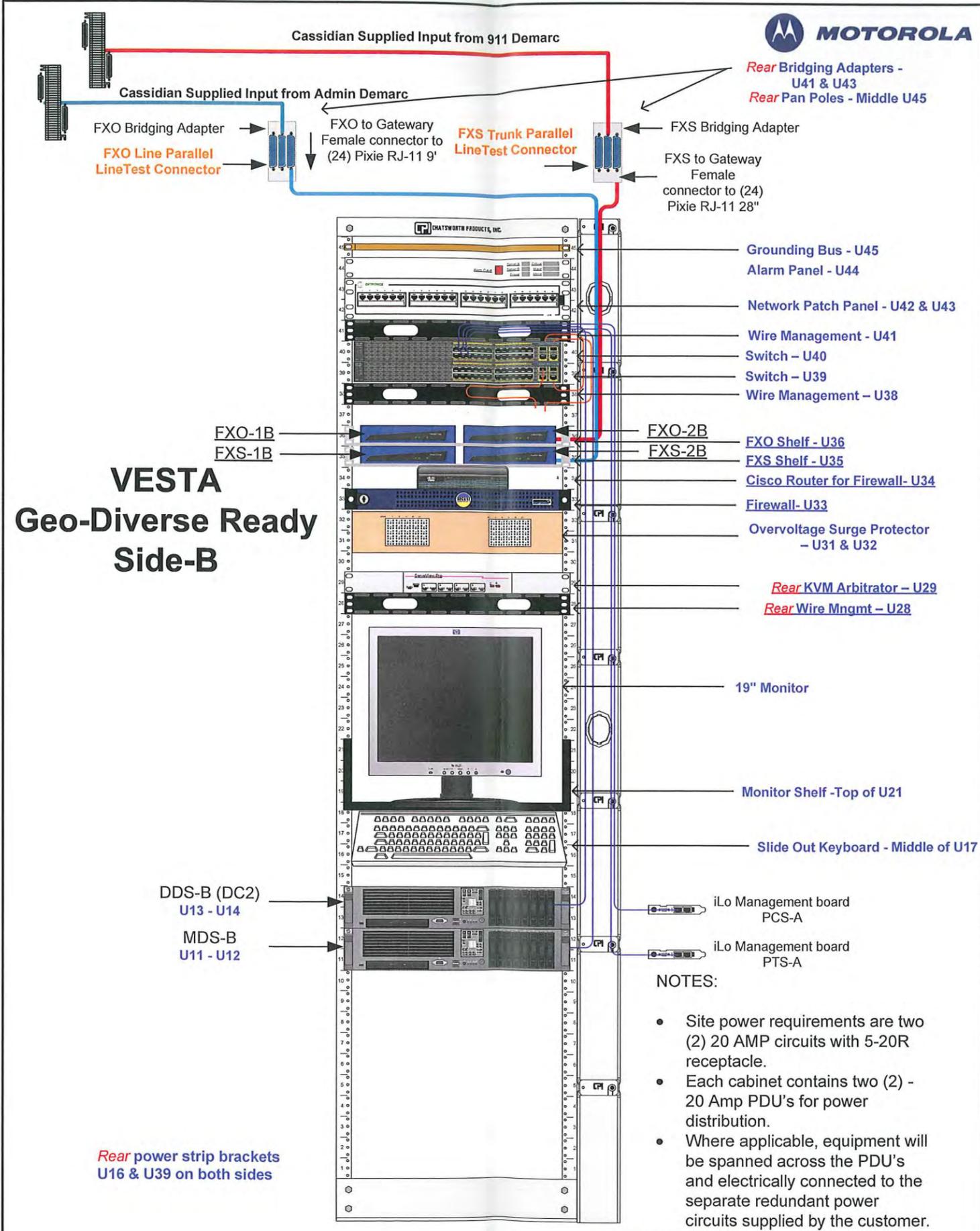
### NOTES:

- Site power requirements are two (2) 20 AMP circuits with 5-20R receptacle.
- Each Rack contains two (2) - 20 Amp PDU's for power distribution.
- Where applicable, equipment will be spanned across the PDU's and electrically connected to the separate redundant power circuits supplied by the customer.



**VESTA  
Geo-Diverse Ready  
Side-A**

- NOTES:**
- Site power requirements are two (2) 20 AMP circuits with 5-20R receptacle.
  - Each cabinet contains two (2) - 20 Amp PDU's for power distribution.
  - Where applicable, equipment will be spanned across the PDU's and electrically connected to the separate redundant power circuits supplied by the customer.



**VESTA  
Geo-Diverse Ready  
Side-B**

- NOTES:
- Site power requirements are two (2) 20 AMP circuits with 5-20R receptacle.
  - Each cabinet contains two (2) - 20 Amp PDU's for power distribution.
  - Where applicable, equipment will be spanned across the PDU's and electrically connected to the separate redundant power circuits supplied by the customer.



## Section 3. Acceptance Test Plans – VESTA –E911

### 3.1 VESTA 4.0 – 911 System Features

## 911 System Features

### Abandoned Call

#### 1. DESCRIPTION

Abandoned call is an indication that a 911 call was received, but that the call was terminated prior to being answered.

NOTE: Abandon call information will be displayed only if the call was decoded in time and if the database has been loaded and turned on by the phone company.

#### SETUP

Test phone and at least one operating position.

#### VERSION #1.020

#### 2. TEST

- Step 1. Initiate a 911 call and hang up shortly after ringing is heard at the position.
- Step 2. Verify ANI/ALI information is displayed on the console.
- Step 3. Terminate the incoming call.
- Step 4. Verify that the ABANDON CALL is displayed on the appropriate window.

Pass\_\_\_\_ Fail\_\_\_\_



## 911 System Features

### TDD Transfer

#### 1. DESCRIPTION

TDD Transfer allows a TDD message to be sent to the operator when a TDD call is received.

#### SETUP

Test phone or operator position with TDD capability and at least one operator position.

#### VERSION #1.010

#### 2. TEST

- Step 1. From one of the TDD capable 911 Operator positions place call to another 911 position.
- Step 2. Verify the call is received.
- Step 3. Depress the ANSWER button.
- Step 4. Maximize the TDD session on the initiating operator position.
- Step 5. Send a TDD message.
- Step 6. Verify the message is received at the other operator position.
- Step 7. Verify messages are able to be sent both ways.
- Step 8. Press the RELEASE button to terminate the call.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



## 911 Features

### Incoming Call Operation

#### 1. DESCRIPTION

Operator positions have the ability to answer incoming calls like any other telephone. Indicators on the monitor will clearly display incoming call activity.

#### SETUP

Choose an active position for test

#### VERSION #1.030

#### 2. TEST

- Step 1. Initiate a telephone call to an operator position.
- Step 2. Verify that the incoming line activates on this positions.
- Step 3. Answer incoming line.
- Step 4. Verify communications through the handset.
- Step 5. Release the call by pressing the "Release" button.

Pass \_\_\_\_ Fail \_\_\_\_



## 911 Features

### Instant Recall Recorder (IRR) Operation on the Vesta Client

#### 1. DESCRIPTION

The Instant Recall Recorder (IRR) allows for audio from a phone call or a radio call to be played back at the E911 position. The audio is saved on the positions hard disk in the form of a .wav file.

#### SETUP

Choose a position and verify it is active.

#### VERSION #1.040

#### 2. TEST

- Step 1. Select a radio channel on the CENTRACOM Elite application window.
- Step 2. Select the IRR.
- Step 3. Initiate radio communication between two portables or one portable and one radio console.
- Step 4. Verify a new entry appears in the IRR log window.
- Step 5. Select the new entry from the list.
- Step 6. Press play and verify conversation replay.
- Step 7. Scroll down on the IRR window, and select any line entry.
- Step 8. Verify replay of this line telephone conversation.

Pass\_\_\_\_ Fail\_\_\_\_



## 911 Features

### Line Transfer Capability

#### 1. DESCRIPTION

The VESTA 4.0 software allows for an operator to transfer incoming calls to a different line.

#### SETUP

Choose two VESTA positions and verify that they are both active.

#### VERSION #1.030

#### 2. TEST

- Step 1. Initiate a telephone call to an operator position.
- Step 2. Answer the call.
- Step 3. Click on the "Flash" button.
- Step 4. Verify operator hears dial tone.
- Step 5. Operator dials a phone number that associated with the second position.
- Step 6. Click on the "Flash" button.
- Step 7. Operator releases calls.
- Step 8. Verify transfer complete.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



## 911 Features

### Automatic Launch

#### 1. DESCRIPTION

The VESTA 4.0 application has been configured so that it will automatically launch on any position upon logon to the computer.

#### SETUP

Choose a position and verify it is active.

#### VERSION #1.020

#### 2. TEST

- Step 1. Shutdown station and restart computer
- Step 2. Verify application launches without application errors.
- Step 3. Verify logon window appears.

Pass\_\_\_\_\_ Fail\_\_\_\_\_



## VESTA 4.0 – Failure and Recovery Features

### PTS Server A failure and recovery

#### 1. DESCRIPTION

The objective of this test is to demonstrate the redundancy of the VESTA 4.0 system by failing PTS Server A with an active call in progress.

#### SETUP

Test phone and at least one operating position.

#### VERSION #1.020

#### 2. TEST

- Step 1. From an external phone, place a 911 call and answer on any position.
- Step 2. Verify the presence of audio between the external caller and VESTA 4.0 position.
- Step 3. Disconnect the VESTA 4.0 PTS Server A's Ethernet connection from the switch.
- Step 4. Verify that the audio of the call is not impacted and that the VESTA 4.0 Monitor alarm is triggered.
- Step 5. Release the call and verify update of Server Status in PCS Configurator.
- Step 6. With Server A still disconnected and from an external phone, place a 911 call and answer on any position.
- Step 7. Verify the presence of audio between the external caller and VESTA 4.0 position.
- Step 8. Reconnect PTS Server A.
- Step 9. Verify that the call audio was not impacted and release the call.

Pass\_\_\_\_ Fail\_\_\_\_



## VESTA 4.0 – Failure and Recovery Features

### PCS Server A failure and recovery

#### 1. DESCRIPTION

The objective of this test is to demonstrate the redundancy of the VESTA 4.0 system by failing PCS Server A with an active call in progress.

#### SETUP

Test phone and at least one operating position.

#### VERSION #1.020

#### 2. TEST

- Step 1. From an external phone, place a 911 call and answer on any position.
- Step 2. Verify the presence of audio between the external caller and VESTA 4.0 position.
- Step 3. Disconnect the VESTA 4.0 PCS Server A's Ethernet connection from the switch.
- Step 4. Verify that the audio of the call is not impacted and that the VESTA 4.0 Monitor alarm is triggered.
- Step 5. Release the call and verify update of Server Status in PCS Configurator.
- Step 6. With Server A still disconnected and from an external phone, place a 911 call and answer on any position.
- Step 7. Verify the presence of audio between the external caller and VESTA 4.0 position.
- Step 8. Reconnect PCS Server A.
- Step 9. Verify that the call audio was not impacted and release the call.

Pass\_\_\_\_ Fail\_\_\_\_



## 3.4 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the In-Field System Acceptance Test Procedures.

### Signatures

Customer Representative WITNESS:

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

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

Please Print Title: \_\_\_\_\_

Motorola Representative WITNESS:

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

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

Please Print Title: \_\_\_\_\_





## Section 4. ISO Certificates – Quality Commitment

**Included in this section are ISO Certificates for Motorola and Cassidian. Please note that Motorola Implementation and Service Support Business Units are also ISO Certified.**

### 4.1 Quality

#### 4.1.1 Motorola

Motorola is committed to delighting customers by serving them to their highest level of expectations and by delivering products and services of the highest quality on time every time. This will be achieved in partnership with customers, suppliers, and stakeholders, using leading systems, technologies, and methods and by fully engaging employees in a culture of continuous improvement.

Please see the attached EYE ON QUALITY MANUAL for a more detailed look at Motorola's commitment to Quality.

#### 4.1.2 Cassidian

Cassidian is ISO 9001:2008 certified. ISO is an internationally recognized standard of quality. Companies earning this certification must meet rigorous standards, including:

- ◆ demonstrate the ability to consistently provide product that meets customer and applicable statutory and regulatory requirements, and
- ◆ Aim to enhance customer satisfaction through the effective application of the system, including processes for continual improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements.

Cassidian's focus areas, together with the passion of our people and the core policies of our company, guide how we achieve our mission and goals. Our core values are: Trust, Accountability, Shared Resources, Respect for Our People, and Lead with Respect.



## Section 4.A ISO Certificates

Motorola and Cassidian have attached its ISO Certificates on the following pages.



## CERTIFICATE OF APPROVAL

This is to certify that the Environmental Management System of:

**Motorola, Inc.  
Schaumburg, Illinois, USA**

has been approved by Lloyd's Register Quality Assurance  
to the following Environmental Management System Standard:

**ISO 14001:2004**

The Environmental Management System is applicable to:

**Design, Manufacture and Test of  
Integrated Communications Solutions and  
Embedded Electronic Solutions.**

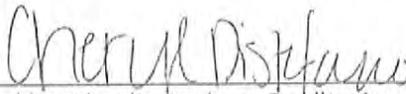
This certificate is valid only in association with the certificate schedule bearing the same  
number on which the locations applicable to this approval are listed.

Approval  
Certificate No: UQA 0112221/A

Original Approval: December 1, 2000

Current Certificate: January 1, 2010

Certificate Expiry: December 31, 2012

  
\_\_\_\_\_  
Issued by: Lloyd's Register Quality Assurance, Inc.



This document is subject to the provision on the reverse  
1401 Enclave Parkway, Suite 200, Houston, Texas 77077, USA  
This approval is carried out in accordance with the LRQA assessment and certification procedures and monitored by LRQA  
LRQA Version 13



## CERTIFICATE SCHEDULE

### Motorola, Inc.

#### Locations

Schaumburg, Illinois, USA

Motorola, Inc.  
Schaumburg, Illinois, USA

Motorola, Inc.  
Arlington Heights, Illinois, USA

Motorola, Inc.  
Plantation, Florida, USA

Motorola, Inc.  
Libertyville, Illinois, USA

Motorola Industrial LTDA  
Jaguariuna, Brazil

Motorola, Inc.  
Reynosa, Mexico

Motorola South Israel, Ltd.  
Arad, Israel

Motorola GMBH  
Berlin, Germany

#### Activities

Corporate Headquarters and EMS Oversight.

Research, Development, Design, Manufacture and Support of Communications Systems and Wireless Solutions.

Hardware, Software and System Design, Service, and Support of Analog and Digital Wireless Network Solutions.

Research, Development and Prototyping of Communications Products.

Design and Development of Cellular Communications Products.

Design, Manufacture and Service of Communications Products.

Manufacture of Communications Products.

Manufacture of Communications Systems and Products (Two Way Radios, Data Systems, Terminals and RF Communication Cards).

Manufacture, Repair and Service of Analog and Digital Two Way Radio Products and Systems.

Page 1 of 2



Approval Certificate No: UQA 0112221/A

This document is subject to the provision on the reverse  
1401 Enclave Parkway, Suite 200, Houston, Texas 77077, USA

This approval is carried out in accordance with the IRQA assessment and certification procedures and monitored by IRQA.  
Version 11



## CERTIFICATE SCHEDULE

### Motorola, Inc.

#### Locations

General Instruments of Taiwan, Ltd.  
Taipei, Taiwan

Motorola Technology SDN, BHD  
Penang, Malaysia

Motorola Electronics PTE, Ltd.  
Ang Mo Kio, Singapore

Motorola China Electronics Ltd.  
Tianjin/ Tianjin Teda, China

Motorola, Inc.  
Reynosa, Tamaulipas, Mexico

#### Activities

Design and Manufacture of Advance Network System Video, Digital Cable Terminal, Cable Modem, Satellite Receiver and Internet Protocol Telephone Products.

Design and Manufacture of Two Way Radio Products, Accessories, Battery Pack Assemblies and Associated Electronics.

Design, Development and Service of Communication Products.

Manufacture, Assembly and Service of Cellular Radio Telephone, Base Stations and Two Way Radios and Manufacture of Battery, Electronic Accessories and Automotive Electronic Products.

Manufacture and Test of Integrated Electronic Equipment.

Approval  
Certificate No: UQA 0112221/A

Original Approval: December 1, 2000  
Current Certificate: January 1, 2010  
Certificate Expiry: December 31, 2012

Page 2 of 2



Approval Certificate No: UQA 0112221/A

This document is subject to the provision on the reverse  
1401 Enclave Parkway, Suite 200, Houston, Texas 77077, USA

This approval is carried out in accordance with the LRQA assessment and certification procedures and monitored by LRQA  
Version 13

**BUREAU VERITAS**  
Certification



## Certification

Awarded To

# **MOTOROLA, INC.** **ENTERPRISE MOBILITY BUSINESS**

ONE MOTOROLA PLAZA  
HOLTSVILLE, NEW YORK, UNITED STATES

~ SEE APPENDIX FOR CERTIFIED LOCATIONS ~

Bureau Veritas Certification North America, Inc. certifies that the management system of the above organization has been audited and found to be in accordance with the requirements of the management system standards and scope of supply detailed below

STANDARDS

ISO 9001:2008

SCOPE OF SUPPLY

HARDWARE AND SOFTWARE DESIGN, MANUFACTURE, DISTRIBUTION, REPAIR, SUPPORT AND SERVICE OF ELECTRONIC ADVANCED DATA CAPTURE PRODUCTS; MOBILE COMPUTING PLATFORMS; RADIO FREQUENCY IDENTIFICATION TECHNOLOGY; TWO-WAY RADIO & DATA PRODUCTS AND ACCESSORIES; CELLULAR AND TELECOMMUNICATION PRODUCTS; VOICE, VIDEO AND DATA SOLUTIONS; NETWORK INFRASTRUCTURE; WIRELESS NETWORK SOLUTIONS AND WIRELINE BROADBAND.

Original Approval Date: 15 DECEMBER 1994

Subject to the continued satisfactory operation of the Organization's Management System, this certificate will remain valid until: 14 JUNE 2012

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization.

Certificate No: US09000443

Issue Date: 12 JUNE 2009

Revision Date : 4 AUGUST 2009

For Bureau Veritas Certification North America, Inc.  
3663 North Sam Houston Pkwy, Houston, Texas USA  
[www.certification.us.bureauveritas.com](http://www.certification.us.bureauveritas.com)



**BUREAU VERITAS**  
Certification



## Certification

Awarded To

**MOTOROLA, INC.**

**ENTERPRISE MOBILITY BUSINESS**

ONE MOTOROLA PLAZA, HOLTSVILLE, NEW YORK, UNITED STATES

Appendix to Certificate number: US09000443

Bureau Veritas Certification North America, Inc. certifies that the management system of the above organization (including the locations listed below) has been audited and found to be in accordance with the requirements of the management system standards detailed below

---

STANDARDS

**ISO 9001:2008**

---

CERTIFIED LOCATIONS

6480 Via Del Oro, San Jose, California, United States  
7201 Intermodal Dr, Louisville, Kentucky, United States  
Valle Del Cedro #1310, Parque Industrial Intermex, Ciudad Juarez, Chihuahua, Mexico  
1220 Don Haskins Drive, El Paso, Texas, United States  
Kolejn 1, 6120 00 BRNO, Czech Republic  
7361 Calhoun Place, Suite 1, Rockville, Maryland, United States  
100 Berkshire Place, Winnersh Triangle, Berkshire, United Kingdom  
5180 Orbitor Drive, Mississauga, Ontario, Canada  
1301 E. Alongquin Road, Schaumburg, Illinois, United States  
AM Borsigruum 130, Berlin, Germany  
Avenida Industrial Rio San Juan Mz-9 L-4, Parque Del Norte, Reynosa, Tamaulipas, Mexico  
5400 George Mcvay Boulevard, McAllen, Texas, United States  
Plot 2 Bayan Lepas, Technoplex Industrial Park, Pulau Penang, Malaysia

Subject to the continued satisfactory operation of the Organization's Management System, this appendix will remain valid until: 14 JUNE 2012

Issue Date: 12 JUNE 2009

Revision Date : 4 AUGUST 2009

For Bureau Veritas Certification North America, Inc.  
3663 North Sam Houston Pkwy, Houston, Texas USA  
[www.certification.us.bureauveritas.com](http://www.certification.us.bureauveritas.com)



**BUREAU VERITAS**  
Certification



## Certification

Awarded To

**MOTOROLA, INC.**

### ENTERPRISE MOBILITY BUSINESS

HQ: ONE MOTOROLA PLAZA HOLTSVILLE, NEW YORK, UNITED STATES

SITE 1: AVENIDA INDUSTRIAL, RIO SAN JUAN MZ-9 L-4,  
PARQUE DEL NORTE, REYNOSA, TAMAULIPAS, MEXICO

SITE 2: PLOT 2 BAYAN LEPAS, TECHNOPLEX INDUSTRIAL PARK, MK 12 SWD,  
PENANG, PULAU PINANG, MALAYSIA

SITE 3: 5400 GEORGE MCVAY DRIVE, MCALLEN, TEXAS, USA

Bureau Veritas Certification North America, Inc. certifies that the management system of the above organization has been audited and found to be in accordance with the requirements of the management system standards and scope of supply detailed below

#### STANDARDS

ISO 9001:2008 / TL 9000 H R4.0/R4.0

#### SCOPE OF SUPPLY

MANUFACTURE, DISTRIBUTION AND REPAIR OF TELECOMMUNICATION PRODUCTS; CELLULAR PRODUCTS AND PUBLIC SYSTEMS, CABLE NETWORK INFRASTRUCTURE, WIRELESS NETWORK SOLUTIONS, WIRELINE BROADBAND, AND NEXT GENERATION COMPUTING PLATFORMS.

PRODUCT CATEGORY	PRODUCT CATEGORY NAME
3.2.6.3	DIGITAL CABLE TRANSMISSION EQUIPMENT
3.3.1	BASE STATION EQUIPMENT
3.3.4	WLAN BASE STATION
6.2.6	MULTI-PLAY EQUIPMENT

Original Approval Date: 24 OCTOBER 2006

Subject to the continued satisfactory operation of the Organization's Management System, this certificate will remain valid until: 20 JULY 2012

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization.

Certificate No: US 09000538

Issue Date : 21 JULY 2009

Revision Date: 2 DECEMBER 2009

For Bureau Veritas Certification North America, Inc.  
3663 North Sam Houston Pkwy, Houston, Texas, USA  
[www.us.bureauveritas.com/bvc](http://www.us.bureauveritas.com/bvc)



**BUREAU VERITAS**  
Certification



## Certification

Awarded To

**MOTOROLA, INC.**

**GOVERNMENT & PUBLIC SAFETY**

1301 E. ALONGQUIN ROAD  
SCHAUMBURG, ILLINOIS, USA

~ SEE APPENDIX FOR CERTIFIED LOCATIONS ~

Bureau Veritas Certification North America, Inc. certifies that the management system of the above organization has been audited and found to be in accordance with the requirements of the management system standards and scope of supply detailed below

STANDARDS

ISO 9001:2008

SCOPE OF SUPPLY

HARDWARE, SOFTWARE AND SYSTEM DESIGN, SALES, SERVICE AND SUPPORT OF  
TWO-WAY RADIO & DATA PRODUCTS, ACCESSORIES & SYSTEMS.

Original Approval Date: 01 DECEMBER 1996

Subject to the continued satisfactory operation of the Organization's Management System, this certificate will remain valid until: 10 JANUARY 2011

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization.

Certificate No: 217548

Issue Date: 01 JANUARY 2008

Revision Date : 28 APRIL, 2009

For Bureau Veritas Certification North America, Inc.  
3663 North Sam Houston Pkwy, Houston, Texas USA  
[www.certification.us.bureauveritas.com](http://www.certification.us.bureauveritas.com)



**BUREAU VERITAS**  
Certification



Certification  
Awarded To  
**MOTOROLA, INC.**  
**GOVERNMENT & PUBLIC SAFETY**  
1301 E. ALONGQUIN ROAD, SCHAUMBURG, ILLINOIS, USA

Appendix to Certificate number: 217548

Bureau Veritas Certification North America, Inc. certifies that the management system of the above organization (including the locations listed below) has been audited and found to be in accordance with the requirements of the management system standards detailed below

STANDARDS

ISO 9001:2008

CERTIFIED LOCATIONS

1301 E. Alongquin Road, Schaumburg, Illinois, USA  
1150 Kifer Road Suite 200 Sunnyvale, California, USA  
8000 West Sunrise Boulevard Plantation, Florida, USA  
Viables Industrial Estate, Basingstoke-Viables Jays Close, Basingstoke, Hampshire, UK  
AM BORSIGTURM 130 Berlin, Germany  
Heinrichhertz Strasse 1 Taunusstein, Germany  
Isaffordsgatan 35 Kista, Sweden  
Sydvestvej 15 Glostrup, Denmark  
Via Muzio Attendolo Detto, Sforza 13 Milano, Italy  
Via Cristoforo Colombo 163 Rome, Italy  
1700 Belle Meade Court Lawrenceville, Georgia, USA  
Plot 2 Bayan Lepas Technoplex Industrial Park MK 12 SWD Pulau Pinang, Malaysia  
7031 Columbia Gateway Drive 3rd Floor Columbia, Maryland, USA

Subject to the continued satisfactory operation of the Organization's Management System, this appendix will remain valid until: 10 JANUARY 2011

Issue Date: 01 JANUARY 2008

Revision Date : 28 APRIL 2009

For Bureau Veritas Certification North America, Inc.  
3663 North Sam Houston Pkwy, Houston, Texas USA  
[www.certification.us.bureauveritas.com](http://www.certification.us.bureauveritas.com)



**BUREAU VERITAS**  
Certification



Certification  
Awarded To  
**MOTOROLA, INC.**  
**GOVERNMENT & PUBLIC SAFETY**  
1301 E. ALONGQUIN ROAD, SCHAUMBURG, ILLINOIS, USA

Appendix to Certificate number: 217548

Bureau Veritas Certification North America, Inc. certifies that the management system of the above organization (including the locations listed below) has been audited and found to be in accordance with the requirements of the management system standards detailed below

STANDARDS

**ISO 9001:2008**

CERTIFIED LOCATIONS

6450 Sequence Drive San Diego, California, USA  
7237 Church Ranch Boulevard Suite 406 Westminster, Colorado, USA  
5 Paragon Drive, Suite 200 Montvale, New Jersey, USA  
756 East Winchester Drive Suite #150 Salt Lake City, Utah, USA  
335 Adams Street Suite 700 Brooklyn, New York, USA  
8133 Warden Ave Markham, Ontario, Canada  
Park West C-2 1507 LBJ Freeway Farmers Branch, Texas, USA  
Av Chedid Jafet 222-Bloco D-1 Andar Vila Olimpia Sao Paulo, Brazil  
Piso 4 Bosques De Alisos 125 Col Bosques De Las Lomas CP 05120 Mexico City, Mexico  
Bumatech S.A.U.I. Wadowicka 6 Krakow, Poland  
1064 Greenwood Boulevard Suite 400 Lake Mary, Florida, USA  
Chengdu Second Branch Motorola Software Center High and New Tech Development West Area  
Chengdu Chengdu, Sichuan, P.R.C.

Subject to the continued satisfactory operation of the Organization's Management System, this appendix will remain valid until: 10 JANUARY 2011

Issue Date: 01 JANUARY 2008

Revision Date : 28 APRIL 2009

For Bureau Veritas Certification North America, Inc.  
3663 North Sam Houston Pkwy, Houston, Texas USA  
[www.certification.us.bureauveritas.com](http://www.certification.us.bureauveritas.com)



**BUREAU VERITAS**  
Certification



## Certification

Awarded To

**MOTOROLA, INC.**  
**GOVERNMENT & PUBLIC SAFETY**  
1301 E. ALONGQUIN ROAD  
SCHAUMBURG, ILLINOIS, USA

Bureau Veritas Certification North America, Inc. certifies that the management system of the above organization has been audited and found to be in accordance with the requirements of the management system standards and scope of supply detailed below

STANDARDS

ISO 9001:2000/TL 9000 - V R4.0/R4.0

SCOPE OF SUPPLY

**SERVICE AND SUPPORT OF TWO-WAY  
RADIO & DATA PRODUCTS AND SYSTEMS.**

PRODUCT CATEGORY	PRODUCT CATEGORY NAME
7.5	CUSTOMER SUPPORT SERVICE

Original Approval Date: 01 OCTOBER 2005

Subject to the continued satisfactory operation of the Organization's Management System, this certificate will remain valid until: 10 JANUARY 2011

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization.

Certificate No: 217549

Issuance Date: 01 AUGUST 2008

Revision Date: 28 APRIL 2009

For Bureau Veritas Certification North America, Inc.  
3663 North Sam Houston Pkwy, Houston, Texas, USA  
[www.us.bureauveritas.com/bvc](http://www.us.bureauveritas.com/bvc)



**BUREAU VERITAS**  
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## Certification

Awarded To

# **MOTOROLA, INC.** **ENTERPRISE MOBILITY BUSINESS**

ONE MOTOROLA PLAZA  
HOLTSVILLE, NEW YORK, UNITED STATES

~ SEE APPENDIX FOR CERTIFIED LOCATIONS ~

Bureau Veritas Certification North America, Inc. certifies that the management system of the above organization has been audited and found to be in accordance with the requirements of the management system standards and scope of supply detailed below

STANDARDS

ISO 9001:2008

SCOPE OF SUPPLY

DESIGN, MANUFACTURE AND SERVICE OF ELECTRONIC ADVANCED DATA CAPTURE PRODUCTS, MOBILE COMPUTING PLATFORMS, WIRELESS LAN, RADIO FREQUENCY IDENTIFICATION TECHNOLOGY IN A VARIETY OF BUSINESS/INDUSTRIAL ENVIRONMENTS.

Original Approval Date: 15 DECEMBER 1994

Subject to the continued satisfactory operation of the Organization's Management System, this certificate will remain valid until: 14 JUNE 2012

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization.

Certificate No: US09000443

Issue Date: 15 JUNE 2009

For Bureau Veritas Certification North America, Inc.  
3663 North Sam Houston Pkwy, Houston, Texas USA  
[www.certification.us.bureauveritas.com](http://www.certification.us.bureauveritas.com)



**BUREAU VERITAS**  
Certification



## Certification

Awarded To

**MOTOROLA, INC.**

**ENTERPRISE MOBILITY BUSINESS**

ONE MOTOROLA PLAZA, HOLTSVILLE, NEW YORK, UNITED STATES

Appendix to Certificate number: US09000443

Bureau Veritas Certification North America, Inc. certifies that the management system of the above organization (including the locations listed below) has been audited and found to be in accordance with the requirements of the management system standards detailed below

STANDARDS

**ISO 9001:2008**

CERTIFIED LOCATIONS

6480 Via Del Oro, San Jose, California, United States  
7201 Intermodal Dr, Louisville, Kentucky, United States  
Valle Del Cedro #1310, Parque Industrial Intermex, Ciudad Juarez, Chihuahua, Mexico  
1220 Don Haskins Drive, El Paso, Texas, United States  
Kolejni 1, 6120 00 BRNO, Czech Republic  
7361 Calhoun Place, Suite 1, Rockville, Maryland, United States  
100 Berkshire Place, Winnersh Triangle, Berkshire, United Kingdom  
5180 Orbitor Drive, Mississauga, Ontario, Canada  
1301 E. Alonguin Road, Schaumburg, Illinois, United States  
AM Borsigturm 130, Berlin, Germany  
Avenida Industrial Rio San Juan Mz-9 J.-4, Parque Del Norte, Reynosa, Tamaulipas, Mexico  
5400 George Mcvay Boulevard, McAllen, Texas, United States  
Plot 2 Bayan Lepas, Technoplex Industrial Park, Pulau Penang, Malaysia

Subject to the continued satisfactory operation of the Organization's Management System, this appendix will remain valid until: 14 JUNE 2012

Issue Date: 15 JUNE 2009

For Bureau Veritas Certification North America, Inc.  
3663 North Sam Houston Pkwy, Houston, Texas USA  
[www.certification.us.bureauveritas.com](http://www.certification.us.bureauveritas.com)



789 North Dixboro Road, Ann Arbor, Michigan 48105  
(888) NSF-9000

## *Certificate of Registration*

This certifies that the Quality Management System of

### **PLANT CML, INC.**

42505 Rio Nedo  
Temecula, California, 92590-3726, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

## **ISO 9001:2008**

#### **Scope of Registration:**

The design, development, manufacture, distribution, integration, and service of telecommunications and information system's products for public safety and critical call-centers.

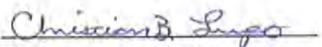
**Exclusions:** None.

#### **Industrial Classification:**

NACE: DL 31.1, K 72.1  
SIC: 3661, 7371  
IAF - QMS: 19, 33



Certificate Number: 84571-IS1  
Certificate Issue Date: 08-SEP-2009  
Registration Date: 08-SEP-2009  
Expiration Date \*: 07-SEP-2012

  
Christian B. Lupo, General Manager  
NSF-ISR, Ltd.



NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105  
(888) NSF-9000 | www.nsf-isr.org

## *Certificate of Registration*

This certifies that the Quality Management System of

### **Cassidian Communications Inc, Temecula Operations**

42505 Rio Nedo  
Temecula, California, 92590-3726, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

## **ISO 9001:2008**

#### **Scope of Registration:**

The design, development, manufacture, distribution, integration, and service of telecommunications and information system's products for public safety and critical call centers.

**Exclusions:** None.



Certificate Number: 84571-IS4  
Certificate Issue Date: 31-AUG-2011  
Registration Date: 08-SEP-2009  
Expiration Date \*: 07-SEP-2012

William Niedzwiecki,  
President & General Manager,  
NSF-ISR, Ltd.



## Section 4.B Motorola Eye on Quality Manual

Motorola has attached its Motorola's Eye on Quality Manual on the following pages.

Enterprise Mobility Solutions Quality Assurance Program

# ***EYE ON QUALITY MANUAL***





## EYE ON QUALITY

*At Enterprise Mobility Solutions, our customers – and our quality performance – are at the center of everything we do. More than a function or role, quality expresses the way we operate. It is our belief, our culture and our reputation! It starts with our customers' perception of us and extends through our commitment to flawless delivery of our products, services and support. But most importantly, it encompasses all of the requirements to become our customers' trusted partner.*

### Quality Policy

Enterprise Mobility Solutions is committed to being a trusted partner with our customers while sustaining profitable growth for all stakeholders. To achieve this, we focus on delivering products, services and solutions that enable our customers' operations by providing seamless connectivity and real-time information in the hands of the users. We promote a quality culture by fully engaging with all stakeholders, using innovative ideas, systems, technologies and methods, to ensure that the effectiveness of our quality management system continually evolves to meet the highest level of requirements and expectations.

### Management Commitment

The key to becoming our customers' trusted partner and sustaining profitable growth is anchored in Flawless Quality in everything we do.

More than a function or role, quality expresses the way we operate. It is our belief, our culture and our reputation. It starts with our customers' perception of us and extends through our commitment to innovation and continual improvement in our products, processes, and services.

Enterprise Mobility Solutions management is committed to implement and continually improve the effectiveness of the organization's quality management system. The management team ensures that business quality goals and objectives are established and communicated to every employee:

- Goals and objectives are defined, then cascaded down through the organization, so that improvements can be made at appropriate operating levels
- Resources are provided to ensure continual improvement
- Quantitative measures are developed that accurately reflect performance
- Opportunities for improvement are continually identified during management reviews, internal audits, testing and other methods to verify organization and product performance

### Eye On Quality

Management requires all employees to perform to the absolute best of their abilities in every way possible. In fact, we have developed a mature quality system where all of our employees make every effort to achieve greater levels of quality results. Through our Eye on Quality culture, we strive to become the trusted partner - a trust re-earned every day by meeting our commitments and delivering quality solutions.

**Gene Delaney**

President, Enterprise Mobility Solutions

**Mike Onystok**

Chief Quality Officer, Enterprise Mobility Solutions

# Introduction

Motorola is a company of firsts with a rich heritage of innovation. We continue to invent what's next – connecting people, delivering mobility and making technology personal. Motorola is a recognized worldwide leader in providing a complete mobile ecosystem of seamless connectivity and real time information in the hands of users. Our systems provide better information to make better decisions for better results. For over 80 years, we have been delivering unique value propositions to our key customer segments.

Enterprise Mobility Solutions integrates advanced data capture technology, mobile computing platforms, wireless LAN, mobility software and world-class services programs. Enterprise Mobility products and solutions are proven to increase workforce productivity, reduce operating costs, drive operational efficiencies and realize competitive advantages for our worldwide customer base which includes different industries such as government, retail & hospitality, transport & logistics, manufacturing, energy & natural resources, telecommunications & media, healthcare, education, professional & consulting services and wholesale.



Government



Retail & Hospitality



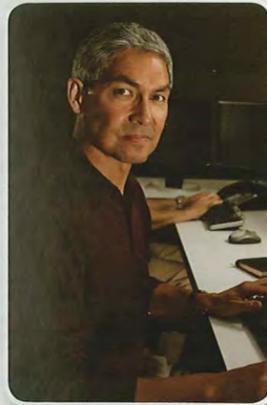
Transport & Logistics



Manufacturing



Energy & Natural Resources



Telecom & Media



Healthcare



Education



Prof. & Cons. Services



Wholesale

Our core strength in communication technologies, coupled with our vision and investment in Research and Development, has allowed us to make long term investments and develop mobile and fixed communications products that have set, and will continue to set the standards in the market place. Product innovation and technology leadership defines Enterprise Mobility Solutions – building upon the rich tradition and history of innovation within Motorola dating back more than 80 years.

Motorola has consistently delivered new ways for government agencies and businesses to connect from the first two-way radio and the first handheld laser scanner to the cutting-edge, converged solutions of today, such as the MC9500 and the APX Radio.

With faster WLAN, WiBB and WAN technologies, enterprises today have access to more extensive mobile applications that leverage not just data, but also voice and video as sources of information to drive better decisions and ultimately better business outcomes.

# Legacy of Innovation

Motorola is built upon a history of understanding and anticipating customer needs and creating new ways for mobility and connectivity to deliver against those needs. Even within this context, product innovation and technology leadership defines Enterprise Mobility Solutions.

<p>1936</p> <p>Police Cruiser Radio</p>	<p>1940</p> <p>Handie Talkie</p>	<p>1958</p> <p>1st Vehicular Two way</p>	<p>1969</p> <p>First words from the moon</p>	<p>1975</p> <p>Symbol Technologies founded</p>
<p>1980</p> <p>1st hand held laser scanner</p>	<p>1986</p> <p>Invented Six Sigma Quality Process</p>	<p>1988</p> <p>Malcolm Baldrige National Quality Award</p>	<p>1989</p> <p>1st Commercial Spread Spectrum WLAN</p>	<p>1991</p> <p>1st two dimensional bar code scanner</p>
<p>1999</p> <p>National Medal of Technology</p>	<p>2000</p> <p>1st 700MHz public safety network</p>	<p>2002</p> <p>1st Wireless Switch</p>	<p>2002</p> <p>2nd Malcolm Baldrige Award</p>	<p>2003</p> <p>1st MC9000 rugged mobile computer</p>
<p>2004</p> <p>National Medal of Technology</p>	<p>2005</p> <p>MOTOmesh</p>	<p>2006</p> <p>1st RF Switch</p>	<p>TODAY</p> <p>APX two-way Radio      Next Generation MC9500 Mobile Computer</p>	

# Organization Structure

Enterprise Mobility Solutions is organized to collaborate and align our efforts, so we can ultimately provide effective solutions to our customers.



## Worldwide Field Operations

Worldwide Field Operations is the focal point of communication with our customers. It operates in all regions to identify and proactively respond to new market trends and opportunities, and works closely with the other Enterprise Mobility Solutions business functions and operations to ensure we serve our customers' distinct needs. This business function is responsible for:

- Development and support of channel partner programs and solutions
- Business development activities with end-users
- Customer account management and governance
- Design, integration and provision of customer specific solutions
- Order administration and logistics
- Project management for infrastructure and subscriber networks
- Value added services
- Technical field support

## Worldwide Product Organization

Worldwide Product Organization is responsible for management of our product portfolio including the design and development of hardware, software, and firmware. This business function provides innovative solutions through ongoing research and development with input received from customers, Field Operations and Supply Chain, as well as industry and market trends.

## Worldwide Supply Chain & Operations

Worldwide Supply Chain and Operations is responsible for world class end-to-end manufacturing, distribution, call center and repair operations in order to achieve on-time delivery of high quality, cost effective products and solutions.

## Chief Technology Office

The Chief Technology Office includes technology experts who provide support to Senior Management with regard to emerging opportunities, and who work with the Worldwide Product Groups to build consistent platforms.

## Chief Quality Officer

The Chief Quality Officer is the Global Management Representative for the quality management system, supported by Management Representatives within all business functions. All Representatives have responsibility and authority that includes:

- Ensuring that processes needed for the quality management system are established, implemented and maintained
- Reporting to senior leadership the performance of the quality management system and any need for improvement
- Ensuring the promotion of awareness of customer requirements throughout the organization

# Solution Architecture

Empowering the Individual. Transforming the Enterprise. Technology That's Second Nature.



# Quality Management System

The Quality Management System has been developed using the process approach, and is based upon:

- The organization structure
- Products and services provided
- Requirements of applicable Standards

Although ISO 9001 is the primary Standard on which the Quality Management System is based, due to the business environment in which we operate, requirements of other Standards are incorporated as appropriate, e.g. TL 9000.

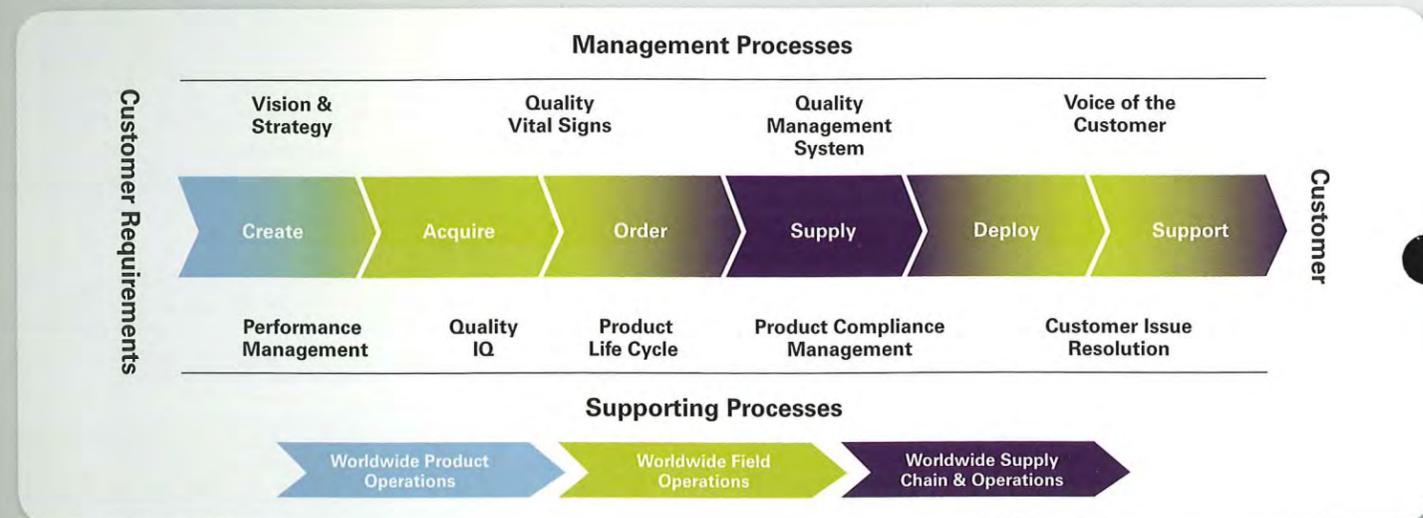
## Scope

The Quality Management System applies to all Enterprise Mobility Solution offices and processes worldwide:

- Strategy and Business Development
- Design and Development of products, systems and services
- Manufacturing and Distribution
- Sales, Service and Support
- Quality Management
- Control of Outsourced Processes

## Business Process Model

This business process model defines the overall interaction of the processes in the Quality Management System. Within this model, each function and region implements and maintains relevant processes and conducts reviews to ensure that the business operates in accordance with requirements.



## Management Processes

Management listens to the voice of the customer and the industry, and defines strategic objectives for the organization. Activities include:

- Resource planning and development
- Review of performance against objectives
- Continual improvement of the Quality Management System

## Operating Processes

Core activities to produce and deliver products and services that meet customer requirements on a day to day basis:

**Create:** The Worldwide Product Groups are responsible for the design and development of products, while Worldwide Field Operations interfaces with these activities to develop customer solutions and services.

**Acquire:** Sales opportunities are captured and managed by Worldwide Field Operations, either directly or indirectly

via Channel partners, and developed in partnership with Worldwide Product Groups and Worldwide Supply Chain & Operations.

**Order:** Customer orders are received and verified by Worldwide Field Operations before being processed by Worldwide Supply Chain & Operations.

**Supply:** Products are manufactured and distributed by Worldwide Supply Chain & Operations.

**Deploy:** Project Managers within Worldwide Field Operations control the installation and/or commissioning of products.

**Support:** Ongoing support to customers involves all business functions.

## Supporting Processes

Methodologies and tools utilized to drive the implementation of the Quality Management System and identify opportunities for improvement within the organization.

# Quality Management System

## Process Management

The following document control structure has been established and implemented:



Processes are established, implemented, amended and withdrawn as required by the changing needs of the organization. Factors that influence processes include:

- Objectives
- Requirements and Risks (e.g. contractual, legal, statutory, stakeholder)
- Continual improvement activities
- Technology

## Outsourced processes are divided into two categories and controlled accordingly:

- Other business groups within Motorola may provide specialized services and are required to resolve any issues without undue delay. They are governed by Corporate Motorola policies and provide dedicated personnel to support each EMS business function. These representatives interface with, or operate in accordance with applicable processes including:

- Marketing (product and service information, internet facilities)
- Finance (financial controls, facilities, security)
- Human Resources (career development, health, time reporting)
- Information Technology (computer resources, user management)
- Legal (contracts)
- Global Strategic Sourcing Organization (procurement)

Companies outside of the Motorola group, who provide products and/or services in accordance with defined EMS requirements.

## Scope of Certifications:

Although the Quality Management System applies to all offices and processes, selected sites are certified to ISO 9001 and TL 9000.

ISO 9001 Scope: Sales; hardware, software and system design; manufacture; system integration; distribution; installation and optimization; repair; service, monitoring and support of communication systems, two-way radio, data products and accessories; electronic advanced data capture products; mobile computing platforms; radio frequency identification technology; cellular and telecommunication products; voice, video and data solutions; cable network infrastructure; wireless network solutions; wireline broadband and next generation computing platforms.

TL 9000 Scope (HV certification): Manufacture, distribution, repair, service, and support of two-way radios and systems; cellular and telecommunication products; cable network infrastructure; wireless network solutions; wireline broadband and next generation computing platforms.

TL 9000 Exclusion: Clause 7.3 Design and Development, where TL 9000 is applied there are no design and development activities carried out by the business functions.

## Management drives implementation and continual improvement to ensure that:

- Customer focus is an integral part of the Quality Management System
- Relevant processes are identified, implemented and measured
- Stakeholder requirements are met

# Continual Improvement

Enterprise Mobility Solutions continually improves its business processes, products, and the effectiveness of the quality management system through the use of:

- Enterprise Mobility Solutions' Quality Policy
- Goals and objectives identified on the Enterprise Mobility Solutions' Scorecard
- Management Reviews and Operational Reviews
- Internal and external audits
- Measuring and tracking performance of individuals and the organization
- Continual Improvement Programs

Everyone within EMS is responsible for improving performance. Continual improvement programs promote the sharing of knowledge and coordination of activities in order to achieve effective, sustainable results.

## Continual Improvement activities include:

- Identification of requirements
- Monitoring and measurement
- Customer and employee feedback
- Evaluation and analysis
- Management and operational reviews
- Corrective and preventive actions

## Key improvement programs are:

### Voice of the Customer:

Focuses on customer perception via surveys, scorecards, customer issue resolution and customer complaints.

### Performance Management:

Aligns individual goals with that of the business in order to achieve high performance levels throughout the organization.

### Quality IQ:

Encourages employees to develop critical quality skills and improve quality of performance.

### Quality Vital Signs:

Engages all levels of management in the quality management system in order to drive the right leadership behaviors and build a strong team of customer-focused, quality-centered leaders.

### Six Sigma:

Applies key methodologies to processes and products in order to reduce or eliminate variation and waste.

### Audits:

Conducted on a regular basis by trained internal and external auditors, where audit findings are documented, corrected and verified using the closed-loop principle.

### President's Quality Award:

Recognizes individuals or teams who have made a significant contribution to the organization by improving quality.

### Flawless Launch:

Improves product quality by releasing and delivering products on-time with the expected features and quality levels.

# Environment, Health and Safety

Enterprise Mobility Solutions conducts business in accordance with Motorola Corporate Responsibility Business Principles and Code of Business Conduct. These principles commit us to manage the company with integrity, protect the environment and create an inclusive, safe and healthy workplace.

As a Corporation, Motorola is committed to minimizing the environmental impact of our operations and operating our businesses in ways that foster sustainable use of the world's natural resources.

To achieve this, Motorola complies with relevant Standards and Legislation:

- Key sites throughout the world are certificated to ISO 14001 Environmental Health and Safety Standard
- 'Green' directives, such as RoHS, are implemented, as appropriate
- 'Take-back' programs in-line with the Waste Electrical and Electronic (WEEE) directive are operated where required or requested





**MOTOROLA**

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

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January 2010

RO-99-2216



## Section 5. Motorola's Point-by-Point Response

Motorola has attached the required Point-by-Point Response for Cherokee County on the following pages.



**REQUEST FOR PROPOSALS**  
**E-911 TELEPHONE SYSTEM**

**RFP # 2012-22**

**CHEROKEE COUNTY, GEORGIA**

**Office of the Board of Commissioners**  
**1130 Bluffs**  
**Parkway**

**Canton, GA**  
**30114**

**PROPOSALS DUE 2:00 P.M. JUNE 5, 2012**

*Because Cherokee County is currently using the VESTA User Interface, moving to the VESTA 4.0 solution is a natural progression and is an easy adaptation for call-takers and administrators.*

*The VESTA 4.0 solution is a cost-effective i3 solution that will protect your investment as NENA develops and launches additional standards for the next generation Public Safety Answering Point (PSAP). The system is already fully integrated with ESInet technology and will not require additional modifications when such networks become available in your area. The proposed system architecture is specifically designed such that the incorporation of new NENA required functionality is a software upgrade rather than the wholesale replacement of system hardware and software. Cassidian Communications is committed to meeting all applicable NENA standards as they become published.*

#### **Key Benefits of VESTA 4.0:**

- *Voice over Internet Protocol (VoIP) NENA i3 compliancy*
- *Proven solution with hundreds of systems and thousands of positions deployed.*
- *Advanced SIP architecture designed specifically for mission critical NG9-1-1 application*
- *Available Geo-Diverse configurations maximize flexibility and survivability*
- *Designed for reliability, all components are fully redundant and highly fault-tolerant, with no single failure resulting in a loss of functionality*
- *Servers provide automatic failover with no operational impact.*
- *Highly reliable solution with no single point of failure.*
- *Specifically designed for 9-1-1 call handling with key features such as no-hold conferencing, automatic call re-queuing, intelligent speed dial functions,*
- *Full support for key-system mode of operation with multi-mode call selection including priority answer*
- *Desktop Client application with a new User Interface (UI) designed for usability, efficiency and configurability.*
- *Softphone based solution reduces cost and desktop real-estate while improving reliability.*
- *Mobile CommandPOST™ option for remote positions and disaster recovery scenarios.*
- *Complete Integration with the Aurora MIS and ORION™ Vela® Mapping.*
- *Remote maintenance and monitoring capabilities*
- *Rich Developer Kit and Application Programming Interfaces (API) enabling tight integration with other applications.*

*and Response provides pre-failure hardware notification, and generates alerts on service/device state changes, runaway processes and memory leaks. It collects and stores user-defined performance counters, and stores event log messages, performance data, and configuration data in a centralized database. Below are some of the features available through Monitoring and Response:*

- *24x7 monitoring of all servers, workstations, VESTA equipment and any other SNMP/IP compliant device on the network.*
- *Alarm notification via e-mail to first level support should an alarm threshold be exceeded available upon request.*
- *Remote troubleshooting tools to diagnose hardware and software problems.*
- *Performance monitoring of network and computer components.*
- *Maintenance check-in every 24 hours to verify monitoring is working properly.*
- *Critical and major alarms are sent to Cassidian Communications Managed Services Center within seconds of the event.*
- *Ability to take "remote control" of monitored workstations and servers to allow for real-time viewing and the ability to make configuration changes.*

*As a current user of Cassidian Communications Monitoring and Response program, Cherokee County understands how you can proactively increase the availability of your call center.*

*Monitoring and Response also provides telephone companies the choice of responding as first tier support or having Cassidian Communications engineers perform remote procedures from the Network Operations Center (NOC) (in some cases, on-site response will be necessary). This means more efficient resource management at all levels. It also aids in troubleshooting and/or optimizing a system's performance.*

### **Anti-Virus (Optional)**

*A second option and a necessary one in today's environment that we recommend is Virus Protection.*

*This service provides remote, schedulable delivery of critical (Cassidian Communications tested) Antivirus Definitions (Updates) to call center computers eliminating unmanageable and costly manual delivery of updates. This timely service reduces the chance of infection (however the risk of infection can never be completely eliminated—such is the nature of a reactionary measure like Antivirus Software). Antivirus Software and the maintenance thereof is a crucial part of securing today's PSAP.*

*For additional information on Managed Services, please see the attached Cassidian Communications Managed Services Program Policy document.*

### **Patch Management (Optional)**

*This service provides remote, schedulable delivery of critical (Cassidian Communications tested) Microsoft Security patches to monitored computers eliminating sneaker-net*

## Background on Current Environment

Population served is approximately 215,000.

There are approximately 40 combination call takers/dispatchers, 8 supervisors and 9 administrative personnel.

Approximately 332,000 telephone calls for service were responded to in 2011.

Of these, 97,000 were 9-1-1 calls, 206,000 were seven digit non-emergency and 26,000 were alarm lines.

The current telephone system was installed in 2002. The current 9-1-1 Communications System is Plant

VESTA. The current system supports 9 dispatch positions and the 3 call taker positions.

## 2. General System Requirements

The 9-1-1 ANI/ALI Telephony Switch must have a pair of Application Servers operating as a high availability virtual server. Failures on the active server must result in migration of the applications to the second server without service interruption. The system must deliver Five 9s (99.999%) availability.



### **Motorola Response:**

**COMPLY with EXCEPTION:** *Cassidian Communications designs its components with an objective of maximizing reliability. Cassidian Communications components comprise only a portion of the overall system and since Cassidian Communications does not have overall design authority of the system architecture, it cannot control the overall system reliability. Accordingly, Cassidian Communications does not make any representation with respect to whether the system shall provide 99.999% "availability" as you're question states.*

*The proposed solution is designed to meet the highest standards in system availability. Unlike many systems that are built around simplex key systems or loosely integrated commercial PBXs for critical call control, all components within the VESTA 4.0 solution are fully redundant and designed to be highly fault tolerant with no single failure resulting in a loss of functionality.*

*As examples,*

- Calls are automatically diverted to another call taking position, if any given call taking position fails.*
- Supports geographic diversification across multiple sites.*
- Supports redundant network connections.*
- All main processing units duplicated for fault tolerant solution.*

- *Statistical information on performance criteria defined by the supervisor*

*The VESTA 4.0 solution provides for uninterrupted operation in the event of call-taker error or equipment failure including network failure). It is important to note that a server (LAN) failure at the PSAP would have no effect on the ability of the system to support incoming 9-1-1 calls; all ANI/ALI information would still be communicated to the workstations and 9-1-1 caller audio would still be presented at the workstations.*

*Further safeguards against a catastrophic failure of the controller include the following:*

- *Geographically diverse deployment module, providing added redundancy, failover and deployment safeguards across even further redundant Host quantities.*
- *All main processing units duplicated for fault tolerant solution. No loss of performance or capacity.*
- *All interface subsystems load shared across redundant units. Failure results in lost capacity only.*
- *Load sharing to ensure that all incoming 9-1-1 trunks from a specific tandem, central office or selective router do not terminate on the same gateway. This configuration ensures that should a gateway fail, not all trunks from one particular tandem, central office or selective router would be lost.*
- *Call re-routing to an alternate workstation, PSAP or backup location in the event of a trunk failure or a workstation failure. The routing would be determined by the configured call groups to ensure that the call was routed to the preferred secondary or tertiary location.*

The County will provide one broadband Internet connection to be used for remote access by the vendor. The vendor is responsible for providing, programming and maintaining a secure Virtual Private Network ("VPN")/firewall device for this purpose.



**Motorola Response:**

**COMPLY:** *Cassidian Communications is providing the firewall with VPN access. The County will need to provide the broadband Internet connecting with a public static IP address.*

The County requires that a single headset may be used for phone and radio audio without the requirement for manual switching between the two.



**Motorola Response:**

**COMPLY:** *The Sound Arbitration Module (SAM) hardware device manages the audio and controls of the VESTA 4.0 system with external audio devices, equipment and third party radio dispatch. It is connected to each VESTA 4.0 9-1-1 console.*

*The SAM system is comprised of the module itself, a headset/handset unit, an external speaker, and a maximum of three jackboxes (call-taker, supervisor, and trainer).*

## 4.1 ANI/ALI Controller

### 4.1.1 Telephony Switch

The NG9-1-1 ANI/ALI controller must be IP based and shall comply with all current NENA standards.



#### **Motorola Response:**

**COMPLY:** *The proposed solution is an IP based ANI/ALI controller that meets all current applicable NENA standards.*

The NG9-1-1 ANI/ALI controller must have two physical Servers that process the packets for voice and data voice. Servers must operate together as a Virtual Server. Features of the virtual operation must provide the minimum functionality as follows:



#### **Motorola Response:**

**COMPLY:** *The solution is made up of redundant call-processing servers, Media Distribution Servers (MDS) and redundant critical call management servers, Data Distribution Servers (DDS).*

#### **Media Distribution Servers**

*The MDS is the software-based call-processing component of the solution. The software extends telephony features and functions to packet telephony network devices such as VESTA 4.0 Workstations and optional IP phones. The two redundant telephony servers operate on Linux CentOS, an open source Linux distribution - one in Active Mode and the other in Hot Standby mode which provide the telephony functionality of the system.*

- *Support for 9-1-1 and Admin queues*
- *Automatic Call Distribution (ACD) schemes: longest idle, ring all, circular, and linear*
- *Conferencing transfer, and call overflow capabilities*

#### **Data Distribution Servers**

*The two redundant DDS '9-1-1' servers operate on Windows Server 2008, one in Active mode and the other in Hot Standby mode which provides the enhanced 9-1-1 functionality of the system. The DDS provides advanced data management features:*

- *9-1-1 voice features: selective transfer, wireline and wireless ring back*
- *9-1-1 data features: Advance ALI display, ALI re-bid, ALI parsing*
- *Wireless 9-1-1 Phase I and II compliance; 9-1-1 VoIP ready*
- *9-1-1 data transfer capabilities: ALI spill for Computer Aided Dispatch (CAD) and Mapping*
- *Support for MIS packages – real time and historical Browser based configuration and management software*

✓ In the event of a failure of the active Server, switchover to the second server shall be automatic and shall result in no loss of service.

The proposed solution is an IP based ANI/ALI controller designed specifically for 9-1-1 service. It is designed and built by the manufacturer, Cassidian Communications.

The proposed solution's primary function is 9-1-1 communications and does not permit calls to be hung or lost. The solution does not use "keep alive" signaling. In the event that a server in Active mode loses connectivity or develops an operational problem, switchover to the server in Hot Standby mode is automatic and completed without loss of calls either in queue, or in progress. With this redundancy in place, either side of the solution contains full functionality at all times.

#### 4.1.3 ANI/ALI Controller – Voice Over Internet Protocol (VoIP)

The Switch must utilize VoIP switching technology. The system must be capable of being accessed via VPN for online monitoring, system administration, and maintenance positions.



#### **Motorola Response:**

**COMPLY:** The proposed solution utilizes VoIP technology and can be accessed via a Virtual Private Network (VPN) for monitoring, system administration and maintenance.

#### 4.1.2 ANI/ALI Controller – Audio Signal Processing

Any CODEC (a device or software used to code and decode data or signals) audio signal protocol entering the central CPE equipment from direct VoIP Internet Service Providers (ISPs) must be supported utilizing VoIP CODEC techniques. The system shall attempt to negotiate the use of G711 to maximize call fidelity.



#### **Motorola Response:**

**COMPLY:** The VESTA 4.0 solution utilizes the G.711 codec and as a result achieves a Mean Opinion Score (MOS) score of greater than 4.1 by having the voice path RTP stream directly between the end-points and utilizing dynamic jitter buffer algorithms from leading 3<sup>rd</sup> party technology specialists which enable the required compensation for un-sequenced, out of sequence or fragmented packets. This enables maximum voice quality and keeping voice path delay to a minimum. In order to achieve high quality voice, the VESTA 4.0 solution should adhere to the following network parameters:

- Packet loss; less than 1 percent
- End-to-end delay: less than 100 ms
- Jitter: less than 30 ms

#### 4.1.3 ANI/ALI Controller - Interface, Control Functions, Standards

The new CPE system architecture must consist of a complete ANI / ALI Controller system with interface modules to external circuits. The ANI / ALI control functions shall combine into a fully redundant system. The architecture must conform to NENA standards as well as requirements

outlined later in this document. The vendor must configure the Public Safety Answering Point

ALI controller failure - The VESTA 4.0 solution servers are fully redundant. No loss of service.

Open or short of any inter-component wiring and circuit board back-plane, including data buses and power distribution - the VESTA 4.0 solution is comprised of multiple IP based network elements that address any failure of the network element.

Back-room power-supply failure - with the use of a UPS and/or alternate power, there is no loss of service.

Failure of any fuse in the system - the VESTA 4.0 solution is comprised of multiple IP based network elements that address fuse failures within the element level.

Console Integrated Workstation PC failure (including CPU, hard-drive, power-supply, video monitor, keyboard and mouse) - any call taker position failure will result in reduction in capacity by one position. Any calls in progress (ringing /answered) will be maintained by the system and returned to call queue for predisposition to next available agent.

Failure of any PC Server (including CPU, hard-drive, power-supply, and LAN connectivity) - the VESTA 4.0 solution servers are fully redundant. Failure of a telephony server will have no reduction in the PSAP capacity.

Failure of any PC LAN connection - the work station would lose functionality of networked applications. Any call taker position failure including LAN will result in reduction in capacity by one position. Any calls in progress (ringing /answered) will be maintained by the system and returned to call queue for predisposition to next available agent.

Failure (misbehavior or crash) of any PC software - the work station could lose functionality of any or all applications. Any call taker position failure will result in reduction in capacity. Any calls in progress (ringing /answered) will be maintained by the system and returned to call queue for predisposition to next available agent.

#### 4.1.4 **System Availability**

It is a requirement that the system deliver an industry standard up time of Five 9s (99.999%). The proposer must describe any predictable maintenance or upgrade process affecting hardware, firmware or software that would require the proposed solution be removed from service for any length of time.



#### **Motorola Response:**

**COMPLY:** Please see previous answer in RFP Section 2 of "General System Requirements".

#### 4.1.5 **Next Generation Functionality**

The system shall not require a fork lift upgrade to deliver NG9-1-1 functionality at any point along the migration path to true NG9-1-1 ("Network of Networks" as envisioned by U.S. Department Of Transportation ("USDOT"), NENA and others). The County requires that the system be compliant with consensus standards of industry associations, regulatory bodies, carriers and vendors. Vendor must describe how the system will comply with standards as they emerge for such core NG9-1-1 functions as:

✓ Emergency Call Routing Function (ECRF)

un-sequenced, out of sequence or fragmented packets. This enables maximum voice quality and keeping voice path delay to a minimum. In order to achieve high quality voice, the VESTA 4.0 solution should adhere to the following network parameters:

- Packet loss; less than 1 percent
- End-to-end delay: less than 100 ms
- Jitter: less than 30 ms

The proposed VESTA 4.0 solution is unique in the market due to its many flexible deployment models made possible by its distributed architecture which allows the system to be deployed in geographically diverse configurations. The deployment of an E9-1-1 system in a geographically diverse configuration increases the survivability of the system due to its redundant nature.

Cassidian Communications, the Original Equipment Manufacturer (OEM) pioneered geographically diverse mission-critical telecommunication systems for emergency contact centers and currently is the only Original Equipment Manufacturer offering this deployment model in today's market.

Geographic Diversity is made possible because the VESTA 4.0 ANI/ALI Controller consists of redundant call processing servers at its core. There are two MDS servers which perform the telephony functions and two DDS servers which distribute data. One MDS and one DDS server are in Active mode and their paired servers are in Hot Standby mode. Only one MDS Server and one DDS server are active at any given time and are able to fully support the full capacity and functionality of the system. In the event of the failure of an Active server, the server in Hot Standby mode is automatically switched in to service without loss of calls.

In layman terms, geographic diversity is a deployment model which allows 'half' the system to be located physically in one place and the other half at another location to increase the survivability of the system. Should one half of the system be lost or fail, the 9-1-1 system maintains overall integrity and continues to process all calls received without any calls being dropped in the process. While the two halves of each VESTA 4.0 system are physically located apart, from an IP perspective there is no separation.

A dual redundant configuration shall be offered optionally.



**Motorola Response:**

**COMPLY:** As requested we have provided separate pricing and equipment list for a Geo-Diverse "Ready" configuration.

**4.1.7 Multi-Media Requests for Assistance**

The system architecture must support multi-media requests for assistance, other than simply voice. Vendor must describe how the system supports multi media requests and describe industry testing for such requests.

- Traditional analog or digital telephone calls



**Motorola Response:**

- *10-digit ANI: The pANI is received from the MSC and the associated CPN and location information (XY coordinates plus cell site and sector) are obtained from the ALI database containing the wireless data. The pANI, CPN and location information are provided to the VESTA 4.0 9-1-1 call-taker position, and the XY position is normally plotted on a computer map.*
- *20-digit ANI: If pANI and CPN are received from the MSC the pANI is used to obtain information provided by the ALI database and is the same as for 10-digit ANI. The pANI, CPN and location information are provided to the VESTA 4.0 9-1-1 call-taker position, and the XY position is normally plotted on a computer map.*
- *ALI re-bid: An ALI re-bid or retransmit can be initiated by the call-taker/dispatcher at any time during a call. In this fashion, a call-taker can update or refresh the call-taker's screen and mapping application with real-time tracking information.*
- *Voice Over IP in native (SIP) format in compliance with the emerging NENA i3 standard*



#### **Motorola Response:**

**COMPLY:** *The VESTA 4.0 solution will directly support native i3 compliant SIP calls. The Telephony Server is the software-based call-processing component of the VESTA 4.0 solution. The software extends telephony features and functions to packet telephony network devices such as VESTA 4.0 Workstations and IP phones.*

*The VESTA 4.0 solution will control the call regardless of it being traditional PSTN or IP. With a SIP based VoIP based solution such as the VESTA 4.0 solution, call control and intelligence resides in the SIP end-point. This end-point (or SIP user agent) is the VESTA 4.0 9-1-1 system or workstation. As such, if a call originates from the traditional PSTN network or is IP based, call control and features is based on the capabilities of the VESTA 4.0 9-1-1 call taker workstation. The VESTA 4.0 workstation provides robust conferencing and call handling features including the ability for other VESTA 4.0 9-1-1 workstations to barge-in on existing calls in process.*

*The VESTA 4.0 solution, from a network engineering perspective, is designed with a 100 kbps per call Ethernet requirement when using the highest Mean Opinion Score (MOS) score CODEC, G.711. Since the VESTA 4.0 solution is based on SIP protocol standard, the VESTA 4.0 Telephony server is only involved in call set-up and signalling. The VESTA 4.0 Telephony server is not part of the voice path of a call in-progress. The voice path (Real-time transport Protocol (RTP) Packets) is directly between the two or more end-points involved in the call which is typically the VESTA 4.0 9-1-1 workstation(s) and the Telephony gateway.*

*With this in mind, the network elements that make-up the VESTA 4.0 solution have been selected such that each element are non-blocking. One notable aspect to this is the VESTA 4.0 Telephony server. The VESTA 4.0 telephony server size and capabilities must match the required voice streaming and storage requirements of the deployment. Voice is streamed when using voicemail, auto-attendant and Automatic Call Distribution (ACD) voice announcements. The server provides storage for voice mail. Voice mail can also be off-loaded to a separate dedicated server if required.*

- *Short Messaging System ("SMS") messaging (Cellular Text), video and photo*

system can provide a number of automatic failover capabilities that require little or no user intervention for activation.

*Note:* additional Network may be required depending on the transport medium that is chosen.

#### 4.1.10 **Automatic Call Distribution (ACD)**

The system must have programmable ACD capabilities of both 911 trunks and administrative lines, without additional cost. As a minimum:

- ✓ Route the call that has been waiting the longest to the first available operator
- ✓ Ring All
- ✓ Linear
- ✓ Circular
- ✓ Multiple Queues
- ✓ Refuse Call
- ✓ Control DND
- ✓ Overflow



#### **Motorola Response:**

**COMPLY:** The VESTA 4.0 solution includes ACD capabilities at no additional charge.

The VESTA 4.0 solution may be configured so that a call-taker position may join different sets of call queues. This requires the call-taker to select the function (call-taker, Fire Dispatch, PSAPx) from a list on the Windows Start Menu prior to logging into the system. This assignment will then remain in effect until the call-taker logs out. This type of activity is normally used in the VESTA 4.0 solution to allow a user from a particular PSAP to relocate to another PSAP site, select their home PSAP from the list in the start menu, log in and begin taking their own calls without affecting operations at the PSAP they are currently in.

The proposed solution supports many traditional ACD paths and ring patterns, including priority ACD for both 9-1-1 (highest priority) and Admin calls and facilitates the following ACD or call routing schemes:

*ACD Ringall* - The call is presented to all call takers at the same time. The first to answer the call gets the call.

*ACD Circular (Distributed Routing)* - Calls are directed to each call taker in turn. If one call taker is busy on a call, or unavailable to answer a call, the ACD queue offers the call to the following call taker.

*Linear (Terminal Routing)* - Calls are directed to call takers according to a list. The first call taker in the list has priority. If the first call taker is busy or unavailable, the call goes to

operation in the event of call-taker error or equipment failure (including network failure). It is important to note that a server (LAN) failure at the PSAP would have no effect on the ability of the VESTA 4.0 solution to support incoming 9-1-1 calls: all ANI/ALI information would still be communicated to the workstations and 9-1-1 caller audio would still be presented at the workstations.

For the VESTA 4.0 solution the effect on the system of any of the following failures is as follows:

Line /Trunk card failure - the VESTA 4.0 solution uses IP gateways and when properly deployed in proper load balanced configuration, loss of a gateway will only impact call volume capacity.

Station/Console card failure - any call taker position failure will result in reduction in capacity by one position. Any calls in progress (ringing /answered) will be maintained by the system and returned to call queue for predisposition to next available agent.

ALI controller failure - The VESTA 4.0 solution servers are fully redundant. No loss of service.

Open or short of any inter-component wiring and circuit board back-plane, including data buses and power distribution - the VESTA 4.0 solution is comprised of multiple IP based network elements that address any failure of the network element.

Back-room power-supply failure - with the use of a UPS and/or alternate power, there is no loss of service.

Failure of any fuse in the system - the VESTA 4.0 solution is comprised of multiple IP based network elements that address fuse failures within the element level.

Console Integrated Workstation PC failure (including CPU, hard-drive, power-supply, video monitor, keyboard and mouse) - any call taker position failure will result in reduction in capacity by one position. Any calls in progress (ringing /answered) will be maintained by the system and returned to call queue for predisposition to next available agent.

Failure of any PC Server (including CPU, hard-drive, power-supply, and LAN connectivity) - the VESTA 4.0 solution servers are fully redundant. Failure of a telephony server will have no reduction in the PSAP capacity.

Failure of any PC LAN connection - the work station would lose functionality of networked applications. Any call taker position failure including LAN will result in reduction in capacity by one position. Any calls in progress (ringing /answered) will be maintained by the system and returned to call queue for predisposition to next available agent.

Failure (misbehavior or crash) of any PC software - the work station could lose functionality of any or all applications. Any call taker position failure will result in reduction in capacity. Any calls in progress (ringing /answered) will be maintained by the system and returned to call queue for predisposition to next available agent.

#### 4.1.14 **Power Distribution**

Power must be delivered to the Central Equipment such that the failure of a single power feed will not result in the loss of more than fifty percent (50%) system capacity.

#### 4.1.15 Interface Design

The following incoming telephone interfaces shall be supported:

- Telephone Line interface
- Ring Down Line Interface
- E9-1-1 Centralized Automatic Message Accounting ("CAMA") Analog Trunk
- CAMA T1
- Digital T1 Interface
- Enhanced Multi Frequency ("MF") Signaling Interface
- Direct IP Telephony Interconnection
- Primary Rate Interface ("PRI") (T1/E1 with or without QSig interface for PBX interconnect to other Private Branch Exchange ("PBX")'s)
- Loop Start (Analog and T1)
- T1 CAS
- Integrated Services Digital Network ("ISDN") PRI
- ISDN Clear Channel
- Signalling System No. 7 ("SS7")
- Signalling Transport ("SIGTRAN") (SS7 over IP)
- SIP (VoIP)
- Simple Network Management Protocol ("SNMP") from ad to Network Operations Center ("NOC")



#### **Motorola Response:**

**PARTIAL COMPLIANCE:** The proposed system currently does not support SS7 or SIGTRAN as this is typically used with a selective router (Provided by LEC) and not ANI/ALI controllers. All other protocols listed are supported either directly (SIP) or via gateway devices. The remainder of the interfaces listed are supported.

#### 4.1.16 Protocols

The system shall use Transmission Control Protocol ("TCP")/Internet Protocol ("IP") network connectivity and client/server network design. Calls shall be transported as VoIP between the Central Equipment and the Positions. Signaling for IP connected calls shall be SIP based. Hook Flash signaling shall use the SIP INFO method.



#### **Motorola Response:**

**COMPLY:** The proposed solution supports TCP/IP, Voice calls are VoIP, and Signaling is SIP.

Hook Flash signaling is used when connected to a media gateway that connects to a legacy telephone network. The signaling method varies based on the supported gateway. Our current gateways use RFC 2833 for signaling a line hook flash.

**COMPLY:** The VESTA 4.0 solution utilizes gateways to support the following interfaces as well as 3 or 4 digit dialing on Centrex:

- a. Analog FXS incoming wink start circuits ( Centralized Automatic Message Accounting (CAMA)),
- b. Analog FXO loop start with caller ID,
- c. Analog FXO ground start,
- d. Analog FXS loop start,
- e. Analog FXS ground start,
- f. Digital FXS incoming wink start circuits (CAMA),
- g. Digital FXO loop start with caller ID,
- h. Digital FXO ground start,
- i. Digital FXS loop start,
- j. Digital FXS ground start,
- k. ISDN PRI circuits, and,
- l. ISDN BRI circuits.

Caller ID feature includes both the Automatic Number Identification (ANI), the caller's name (telephone subscriber's name), the administrative line that was answered, the option to request the ALI using the caller ID and the option of releasing the call.

#### 4.1.20 **E9-1-1 CAMA (EM911) Trunks**

The ANI/ALI Controller shall have a loop reverse battery supervision trunk CAMA (EM911) type interface to the central office compliant with all applicable the local Telephone Company's technical requirements.



#### **Motorola Response:**

**COMPLY:** The system complies with E9-1-1 MF and EMF CAMA trunks. The trunks from the E9-1-1 tandem connected to the Cassidian Communications system are 2-wire, unidirectional CAMA trunks arranged in a loop-reverse battery fashion.

#### 4.1.21 **Switch Administration and Maintenance**

The IP based Communication System ANI/ALI Controller must be administered, monitored and managed centrally. A foldable LCD screen/8 port KVM unit must be installed on the Central Equipment rack to allow maintenance personnel access to Servers, Gateways, Switches, Routers and other system devices.

This shall be the single point of administration for software/firmware upgrades, OS and security updates. Remote administration shall also be required through a secure VPN tunnel.



#### **Motorola Response:**

Cassidian Communications AV Policy), and will be collaboratively agreed to between the customer and Cassidian Communications in a customized statement of work.

Antivirus is an effective and necessary means to protect against virus infections. However, because the technology is reactive in nature it can never provide 100% guarantee of zero infections, although they are rare.

Patch Management is provided with the Security Management service and includes the remote delivery of critical Microsoft Security patches to call center computers, eliminating lengthy and cumbersome Customer IT Staff security patch delivery. All patches are tested by Cassidian Communications.

Managed Services requires secure access to the network to deliver these services.

#### 4.1.23 Trunk and Administrative Line Gateway Placement

Vendor must provide multiple media and emergency gateways and place these critical resources on multiple Ethernet switches to provide access diversity.



#### **Motorola Response:**

**COMPLY:** The networking architecture is built on IP connectivity and operates on a high-speed, 100 base-T backbone with managed Ethernet switches supporting QOS for guaranteed voice quality. A minimum of two (2) managed Ethernet switches will be deployed. The redundant gateways, MDS/DDS servers, VESTA 4.0 workstations and optional IP telephones will be diversified across the Ethernet switches in order to minimize the effect of a single switch failure. The VESTA 4.0 solution supports load sharing to ensure that all incoming 9-1-1 trunks from a specific tandem, central office or selective router do not terminate on the same gateway. This configuration ensures that should a gateway fail, not all trunks from one particular tandem, central office or selective router would be lost.

#### 4.1.24 Ethernet Switch Configuration

Vendor shall provide at least two managed Ethernet switches of sufficient capacity to allow for distribution of all IP based devices across such switches in such a fashion that the loss of one Ethernet switch will not disable more than fifty percent (50%) of the Workstation/phone positions, servers and gateways.



#### **Motorola Response:**

**COMPLY:** A minimum of two (2) managed Ethernet switches will be deployed. The redundant gateways, MDS/DDS servers and VESTA workstations will be diversified across the Ethernet switches in order to minimize the effect of a single switch failure.

#### 4.1.25 Remote ALI Retrieval System Interface

The ANI/ALI Equipment must interface to the ALI Database provided by the Telephone Company.

The system must be able to store ALI data received from third-party ALI databases (i.e., Telco ALI database). The system must send stored (cached) ALI information in response to subsequent queries for the same information providing faster ALI display on call taking workstations in the event the call is transferred to another system workstation or placed into conference.



**Motorola Response:**

**COMPLY:** The ALI received from the ALI computer is parsed and displayed at the answering position. ALI data is held at the workstation and can be transferred to another workstation or provided to conference participants.

**4.1.27 CAD Interface**

The system shall be capable of delivering ANI/ALI information to Tiburon Computer Aided Dispatch ("CAD") and Mapping applications natively via IP without a hardware or software upgrade being required. The system must also support delivery of legacy serial ANI/ALI information.



**Motorola Response:**

**COMPLY:** The VESTA 4.0 solution provides full integration with CAD systems. For each 9-1-1 call, ALI retrieved from the ALI computer is sent to the CAD computer. In addition, all comments (supplemental ALI) added by the call-taker at the Integrated Workstation are sent to the CAD interface port. The CAD physical interface with the VESTA 4.0 system is an EIA connector complying with RS-232 standards in a DB9, DB25 or RJ-11 format.

The CAD electrical interface with the VESTA 4.0 system is fully compliant with RS-232 industry standards and supports delivery of legacy serial ANI/ALI information. The electrical interface consists of RX, TX, Ground and Shield.

The VESTA 4.0 solution can accommodate asynchronous serial ports (RS-232) for CAD data communication. This CAD interface is NENA compliant.

The VESTA 4.0 platform has multiple means to transfer ANI/ALI to External Systems.

The VESTA 4.0 9-1-1 system operates with Cassidian Communications PSAP Gateway solutions and readily integrates with other public safety applications including ALI databases, CAD, and mapping solutions in NENA compliant fashion.

- CAD – Data is sent to via an RS-232 serial connection when the call is answered, when a new ALI is received via re-transmit request and during a TTY conversation.
- Logging recorder – If the logging recorder is wired to log/record the position, an off-hook signal is sent via the CIM card LTR port whenever the position goes off-hook.
- Mapping – The map interface can be configured in two ways. The first is via a Dynamic Data Exchange (DDE) port between the VESTA 4.0 solution and the mapping application, this interface only works when both applications share the same workstation. Second, the VESTA 4.0 solution can be configured to send ALI data to a mapping server via a RS-232 serial connection. In both configurations, ALI data is sent from the VESTA 4.0 solution when a 9-1-1 call is answered or a new ALI is received via a re-transmit request.

Using a client and server solution, client software is installed on all clients/servers within the scope of the contract. A server component is installed on a network management server within the site. Clients communicate with the server to obtain updates which securely communicates upstream with the Cassidian Communications Managed Services Network Operations Center (NOC) to obtain updates. Through high-speed, secure (VPN) remote connections Cassidian Communications has the ability to automatically deploy new Virus definitions to remote sites. The actual deployment of the update, including optimum installation time, etc. custom in nature (within the confines of the software and the Cassidian Communications AV Policy), and will be collaboratively agreed to between the customer and Cassidian Communications in a customized statement of work.

Antivirus is an effective and necessary means to protect against virus infections. However, because the technology is reactive in nature it can never provide 100% guarantee of zero infections, although they are rare.

Patch Management is provided with the Security Management service and includes the remote delivery of critical Microsoft Security patches to call center computers, eliminating lengthy and cumbersome Customer IT Staff security patch delivery. All patches are tested by Cassidian Communications.

Managed Services requires secure access to the network to deliver these services.

#### 4.1.32 **Overflow Capability**

The ANI/ALI Controller shall allow E9-1-1 calls to be routed to a designated alternate location if all Call Takers are busy.



#### **Motorola Response:**

**COMPLY:** The VESTA 4.0 ACD capability offers flexibility in call treatment when the incoming capacity of calls exceeds the call taking capability of the PSAP.

These options, which are independent of the technology used to deliver the call, include:

- If a call presented to ACD queue exceeds a configurable maximum time in queue, the call is routed to an overflow destination.
- If the maximum number of calls in an ACD queue exceeds a configurable maximum queue depth, the call is routed to an overflow destination.

These overflow destinations can be as follows:

The fast busy indicator after which the call will be released

- A second ACD queue which may include additional agents (optionally including the original agents) to handle the excessive call volume.
- A secondary, back-up or alternative PSAP that will handle the excessive call volume.

#### 4.1.33 **Central Office/Tandem/PSAP Transfer**

The ANI/ALI Controller shall provide the capability for an established E9-1-1 call to be transferred via the E9-1-1 tandem office, to another PSAP or some other destination using hook flash signaling.

#### 4.1.37 Selective Transfer

The ANI/ALI Controller must be able to provide the capacity for access to a minimum of six (6) emergency service providers for each ESN. This capability will allow an Call Taker to transfer a call to an agency and establish a conference call.



#### **Motorola Response:**

**COMPLY:** *With the selection of a single button, you can transfer or conference the caller with the appropriate agency. The Selective Transfer Agencies (STA) window displays the emergency response agencies, such as police, fire and ambulance that are assigned to the caller's geographical area. The agencies in the STA window change according to the emergency caller's ANI and associated Emergency Service Number (ESN). By selecting the appropriate agency in the STA window, the call-taker can transfer the call to, or conference the call with, the agency that is located in the caller's geographical area. If configured to do so, the STA window automatically appears when an emergency call is answered. If not, the call-taker can access the STA window via the tools menu bar option or the STA button on the desktop. The call taker simply has to click on the appropriate icon and the call is transferred or placed into conference as appropriate. Star codes are supported.*

#### 4.1.38 Abandoned Call Information

The ANI/ALI Controller shall be capable of collecting the ANI digits and processing the ALI lookup

regardless of the condition of the call: active or on-hook.

The ANI of the abandoned caller must be available for viewing by the Call Taker and the abandoned call must remain in queue with still active 911 calls.



#### **Motorola Response:**

**COMPLY:** *ANI/ALI will be displayed as received at the call taker workstation. All ANI/ALI information is automatically stored in the previous calls list and supports 100 entries and can be easily recalled by the call taker. This list is on a per position basis.*

*The VESTA 4.0 solution moves all abandoned calls to a dedicated abandoned call button. This simplifies follow-up on abandoned calls (not required to go through the queue). The built-in ACD queue manager keeps only the oldest call for any given ANI, ensuring there are not repeat calls in the queue at the same time. For wireless calls, the queue manager recognizes the CPN, keeping all wireless calls distinct even if the wireless calls come in with the same pANI.*

*The proposed solution offers a separate Abandon Call Queue. Abandoned calls are moved to this area of the screen, retaining ANI/ALI, thus allowing the call-taker to focus on incoming calls. The call-taker can return to the Abandon Call Queue for follow up.*

#### 4.1.39 Automatic Call Detail Record (CDR)

The ANI/ALI Controller shall capture, and store, all available information pertaining to each 9-1-1 call on the application/telephony virtual server and be accessible to the MIS package for reports.

counties.

*It is important to note that a server (LAN) failure at the PSAP would have no effect on the ability of the VESTA 4.0 solution to support incoming 9-1-1 calls; all ANI/ALI information would still be communicated to the workstations and 9-1-1 caller audio would still be presented at the workstations.*

*Further safeguards available against a catastrophic failure of the controller include the following:*

- *Geographically diverse deployment module, providing added redundancy, failover and deployment safeguards.*
- *All main processing units duplicated for fault tolerant solution. No loss of performance or capacity.*
- *All interface subsystems load shared across redundant units. Failure results in lost capacity only.*
- *Load sharing to ensure that all incoming 9-1-1 trunks from a specific tandem, central office or selective router do not terminate on the same gateway. This configuration ensures that should a gateway fail, not all trunks from one particular tandem, central office or selective router would be lost.*
- *Call re-routing to an alternate workstation, PSAP or backup location in the event of a trunk failure or a workstation failure. The routing would be determined by the configured call groups to ensure that the call was routed to the preferred secondary or tertiary location.*

#### 4.1.41 **Central Equipment**

All central equipment shall be rack mounted in an open rack. The rack must be securely mounted to the floor and properly grounded. The rack must have dual power supplies. A minimized foot print is desirable.



**Motorola Response:**

**COMPLY:** See the system diagram for a display of the rack setup.

#### 4.1.42 **Maintenance Printing - Equipment Room**

The equipment room requires a maintenance printer to assist service provider's maintenance personnel when printouts are a necessity. This maintenance printer does not require the robustness of a common PSAP laser printer.



**Motorola Response:**

**UNDERSTOOD:** A maintenance printer has been proposed.

#### 4.1.43 **Maintenance Access - System Reconfiguration**

On-site and off-site personnel must be able to remotely access the 9-1-1 Communications

Center system and be able to perform the following minimum

- tasks:
- (i) Modify the answering positions parameters
  - (ii) Modify the user login ID information and permission



**Motorola Response:**

**COMPLY:** The Cassidian Communications VESTA 4.0 is fully scalable and can support PSAPs ranging in size from 2 positions (a minimum of 2 positions is required for redundancy) to 250 positions. More specifically, the solution can be configured for a combined total of 250 call-taker positions and IP Phones. In addition, a total of 600 combined incoming trunks and CO telephone lines can be accommodated by the proposed solution. Additionally, the Cassidian Communications NG solution accommodates 200 queues.

**4.1.45 Call Detail Records**

The system shall provide Call Detail Records for all calls including VoIP calls. The system shall provide Quality of Service ("QoS") information for each call to ensure that Service Level Agreements are being met, QoS information should be accessible through the maintenance function.



**Motorola Response:**

**NOT APPLICABLE:** VoIP quality metrics are a network and selective router function, hence outside the purview of the call processing equipment.

**4.1.46 Specifications**

All equipment shall comply with, but not be limited by, the following specifications and standards:

- Comply with FCC rules part 15, class A for EMI
- Comply with FCC rules part 68
- Industry Canada CS03, ICES-003
- UL/CSA 6950 3rd edition
- CE compliant – (International requirement)
- NENA 04-001 Generic Standards for E9-1-1 PSAP Equipment.

Vendor shall supply proof of FCC Part 15 and FCC Part 68 certification.



**Motorola Response:**

**COMPLY:** The Cassidian Communications provided CPE components meet the standards cited above where applicable. Proof of FCC certification for proprietary equipment is available upon award.

**4.1.47 System Diagrams**

Vendor shall provide system diagrams in Microsoft Visio showing:

- System Connectivity
- System NG9-1-1 Functionality including connectivity to ESInet

 **Motorola Response**  
**COMPLY:** 4GB is provided

- 80 GB HD

 **Motorola Response:**  
**COMPLY:** 250GB is provided

- Dual Video Card

 **Motorola Response:**  
**COMPLY**

- Windows XP Pro SP2

 **Motorola Response:**  
**COMPLY with CLARIFICATION:** The operating system provided is Windows 7 Professional.

- 48x CDROM

 **Motorola Response:**  
**COMPLY with CLARIFICATION:** A DVD RW SATA SuperMulti is provided

Vendor to provide specifications for Workstation.

 **Motorola Response:**  
**COMPLY:** Please see workstation specifications above.

#### 4.2.3 Portable Keypad

It is desirable for the workstation to be equipped with a 12 to 24 key programmable keypad that will allow the Call Taker to perform basic system function without using the computer keyboard.

 **Motorola Response:**  
**COMPLY:** 24-Key Genovation type USB programmable keypads and cabling are included in the proposal for each intelligent workstation. Genovation manufactures the highest quality key switches (50 million operations), and a reliable combination of hardware, firmware, and software programming makes the keypad perfectly suited for emergency applications. The keypad can be programmed with shortcut macros to reduce a sequence of keystrokes down to a single key press and speed up the time and efficiency of emergency calls. Cassidian Communications has installed thousands of customized programmable keypads with outstanding results.

#### 4.2.4 Headset/Handset

The Workstation shall provide an analog audio interface to a headset/handset and to the radio system arbitration unit to accommodate both radio and 9-1-1 audio in the same headset/handset.



#### **Motorola Response:**

**COMPLY:** *The audio control interface will be a Cassidian Communications Sound Arbitration Module (SAM), a proprietary full featured module that performs the specialized audio management requirements for the VESTA 4.0 call processing solution. The SAM hardware device manages the audio and controls of the VESTA 4.0 system with external audio devices, equipment and third party radio dispatch. It is connected to each VESTA 4.0 9-1-1 console.*

*The audio control shall have, at a minimum, two headset ports. It provides:*

- *An interface to the call-taker's headset or handset*
- *An interface to the supervisors headset or handset*
- *An instant recall recorder interface*
- *A long term logging recorder interface*
- *Optional internal relays for activation of external devices such as chimes, buzzers or indicator lights for specified events such as 9-1-1 call ringing*
- *An optional internal radio console interface (this allows call-takers to use both their answering position and their radio console without switching headsets)*

*Each intelligent workstation position will be equipped with an audio control module. This unit will provide audio interface to the 24 hour logging recorder, instant call recorder, and radio interface.*

*The operator can manually change ports in the event of a radio console failure. When the radio console detects an off-hook signal from the 9-1-1 equipment, the radio console isolates the audio on the radio-terminal headset interface port. Cassidian Communications radio interface systems provide an independent volume control for the radio consoles and E9-1-1 equipment and supports a headset receive volume control since the audio travels in a 4-wire (2-wire transmit, 2-wire receive).*

*The SAM system is comprised of the module itself, a headset/handset unit, an external speaker, and a maximum of three jackboxes (call-taker, supervisor, and trainer).*

or Windows™ Vista. The screen layout must be highly customizable. The 9-1-1 client application must be a true soft phone and operate independent of any associated telephone instrument. If

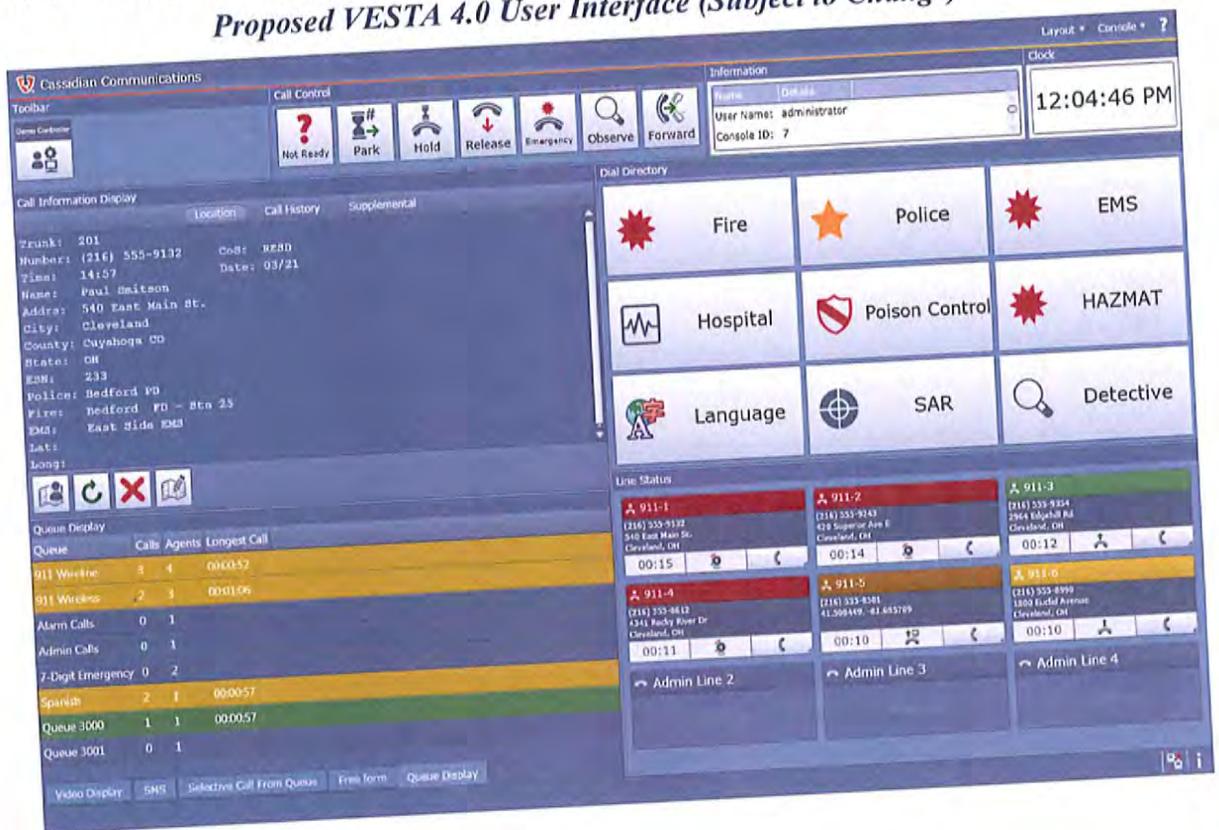
a fault occurs in the application or PC while a call is active the call must be presented to another operator.



**Motorola Response:**

**COMPLY:** The proposed VESTA 4.0 call-taker application is currently based on a Windows 7 Graphical User Interface (GUI) operating environment. Screen layouts may be customized and saved by PSAP personnel and retrieved per unique operator log-in per position. The VESTA 4.0 solution utilizes a soft phone. In the event of failure to the workstation, no calls in progress are lost; they can be joined and completed by another call taker or transferred to another call-taking position.

**Proposed VESTA 4.0 User Interface (Subject to Change)**



**4.2.7 Call Taker Log-on**

The system shall require Users to log-on with a Username/Password combination. Upon successful completion of the log-on, each Call Taker will be presented with a selection of pre- configured roles.

The screen layout presented to the Call Taker shall be based on a user/role combination. If a user/role

combination has not been defined for the Call Taker then the screen layout presented to

successful

Overflow – the first route was busy or congested

Alternate – the first route attempt failed and another route was attempted

Transfer – the call was transferred

Not Available – no routing status was received.



**Motorola Response:**

**COMPLY:** As discussed below in detail in question #4.2.17 the information shown above can be displayed on a supervisors workstation or larger LCD screen in the PSAP.

**4.2.11 Relay Control**

The Workstation shall be capable to control relays (dry contact closures) for general purposes such as opening doors. Four dry contact closures shall be included.



**Motorola Response:**

**COMPLY:** The SAM discussed in #4.2.4 will provide the relay outputs requested and additional outputs for other purposes. Each SAM provides two (2) off-hook contact closures and one (1) general purpose relay. Additionally, we are proposing one (1) IPIO relay box that will provide eight (8) relays that can be shared across the VESTA 4.0 platform.

**4.2.12 System Sounds and Icons**

The Workstation shall allow a supervisor to modify the system sounds and button icons.



**Motorola Response:**

**COMPLY:** Through Windows, a system administrator can configure an alternative sounds by selecting a .WAV file. The VESTA 4.0 solution allows an administrator to add, delete and move buttons (resources) and to customize a call taker's desktop. Buttons can be moved or grouped, as desired.

**4.2.13 Graphical User Interface**

The Graphical User Interface ("GUI") must consist of a number of windows, each of which can be located and docked in a position on the screen deemed most optimal by the County.



**Motorola Response:**

**COMPLY:** The installation team will work with the County to configure the GUI of one VESTA 4.0 workstation to the satisfaction of the County including layout of buttons, call information etc. Once the GUI has been configured to the County's satisfaction it will be

**COMPLY:** The VESTA workstation resource buttons provide visual representation of lines, circuits and pre-programmed functions available to the call-taker. In the VESTA 4.0 solution a call-taker can quickly identify a resource and determine its status by viewing the label, icon and indicator on a button,

There are a number of other features which serve to enhance the robustness of the VESTA 4.0 system. The number of calls in progress and their status are displayed in the ACD queue on each call takers screen. There is an indication on each line trunk that identifies the length of time a call has been in queue.

Additionally please see description below of how to further enhance real-time viewing of PSAP activities with Active View.

The numbers shall be summarized and presented on icons.



**Motorola Response:**

**COMPLY:** The information is presented in either the ANI/ALI window or individual trunk/line icons.

Call-takers shall be able to open up windows for each status category to obtain more information about calls in each category:

- ANI
- Trunk
- Position
- Call Taker
- Start Time



**Motorola Response:**

**COMPLY:** The VESTA 4.0 solution will provide real-time display of calls in primary queues (9-1-1 and Administrative) at each workstation, capturing the concise ALI at the top of the trunk buttons. The number of 9-1-1 and/or administrative calls in the answer queue, as well as the number of 9-1-1 and/or administrative calls on hold will also be displayed in the ALI window of the call-taker workstations.

As an alternative, a supervisor (or multiple call-taker positions), or display panel(s) may be alternatively equipped with the Active View management application. This program allows a real-time view of multiple types of information (selectable by the user or administrator) and allows different thresholds or call types to be configured with automatic color changes, etc.

The Active View tool displays real-time information on the integrated workstation, including:

- Active Calls (ANI, ALI etc.)
- Call-taker status
- Group status

- *Title of the display panel*
- *Default color schemes, font, and color threshold definitions: for example, a change in color for a value shows that a specified value has been reached.*
- *Cell content settings – A description of the cell content, the chosen entity (ACD Queue or Phone Group), and attributes of the entity, such as the number of calls pending in a selected number of ACD queues, elapsed time of the longest queued call in a selected number of ACD queues, number of agents available in a phone group, number of active calls in a phone group.*

#### 4.2.20 Wireless Call Handling

The Workstation shall present Wireless calls and shall include all standard call-handling features. Single step wireless callback is mandatory as the Call Taker shall not be required to perform a manual ANI callback for wireless calls.



##### **Motorola Response:**

**COMPLY:** The VESTA 4.0 call processing solution presents wireline and wireless calls in an identical manner to call-takers and provides them with that same call-processing functionality for both types of calls. The VESTA 4.0 solution can be configured to automatically update the ALI at specified intervals. This is particularly necessary for wireless emergency calls. Wireless callers are not fixed to one location, so rebidding the ALI renews the location information of the caller. Automatic ALI rebid number and frequency may be defined for different carriers and different types of calls, based on the content of the ALI record. Automatic ALI rebid can, therefore, be configured only for wireless calls and disabled for wireline calls. Manual ALI rebid is always available for all call types however non 9-1-1 ALI rebids may be subject to state law.

#### 4.2.21 TDD Detection

The Workstation shall be capable of detecting emergency calls originating from Bardot-type Telecommunication Devices for the Deaf (TDD) equipment, and indicating to the Call Taker the presence of the TDD call.



##### **Motorola Response:**

**COMPLY:** The proposed system is equipped with Telephone Device for the Deaf (TDD) detector ports on each workstation. Each time a 9-1-1 call enters the system, the detector searches for a signal from a Baudot device over the trunk. If a TDD device signal is detected, the assigned call-taker is notified on the answering position screen.

#### 4.2.22 TDD Communication

The Workstation must allow operators to communicate with Telecommunications Device for the Deaf ("TDD")/TTY callers directly from their 9-1-1 Workstation keyboard, without requiring the use of any external device.

Operators must also be capable of manually connecting to emergency calls originating from ASCII- type TDD/TTY equipment, as well as originating both Baudot and ASCII calls from their answering position.



##### **Motorola Response:**

**COMPLY:** The proposed system is equipped with TDD detector ports on each workstation. Each time a 9-1-1 call enters the system, the detector searches for a signal from a Baudot device over the trunk. Every workstation can support communication with TDD/TTY callers since this interface is integrated within the VESTA 4.0 application itself. If a TDD device signal is detected, the assigned call-taker is notified on the answering position screen. For calls originating from an ASCII device, the call-taker can send an ASCII answer carrier signal. The VESTA 4.0 application provides for seamless and fully-integrated communication without the requirement for additional external equipment at the

caller cannot hear the call-taker. Both parties can continue to send TDD messages. This option is used in situations where the caller is hearing-impaired but is able to speak.

#### 4.2.23 Call Review

The Workstation shall allow the Call Taker to view the ANI information of at least the last 10 calls released at the answering position.

#### **Motorola Response**

**COMPLY:** ANI/ALI will be displayed as received at the call taker workstation. All ANI/ALI information is automatically stored in the previous calls list and supports 100 entries and can be easily recalled by the call taker. This list is on a per position basis and may be saved to disk.

#### 4.2.24 Instant Messaging

Instant messaging must be available from each PSAP workstation and be configurable or disabled according to individual PSAP requirements. Each workstation shall have the ability to send an instant message to any other workstation on the system.

#### **Motorola Response:**

**COMPLY:** The proposed solution has an onboard instant messaging server function that is internal only to the VESTA network.

The Messenger tab in the Main Pages window opens an Instant Messenger client. When a call taker logs into the VESTA workstation, the user name associated with the login is added to the contact list. An icon associated with that user name changes color to indicate that call taker's availability status.

Messages can be sent to individuals or groups of individuals. Remote PSAPs can be linked into a closed network of PSAPs.

#### 4.2.25 Automatic ALI Rebid

The Workstation shall automatically update XY coordinates at regular intervals. This feature shall be configurable as to the number and frequency of intervals on a per wireless provider basis.

#### **Motorola Response:**

**COMPLY:** The VESTA 4.0 solution can be configured to automatically update the ALI at specified intervals. This is particularly necessary for wireless emergency calls. Wireless callers are not fixed to one location, so rebidding the ALI renews the location information of the caller. Automatic ALI rebid number and frequency may be defined for different carriers and different types of calls, based on the content of the ALI record. Automatic ALI rebid can, therefore, be configured only for wireless calls and disabled for wireline calls. Manual ALI rebid is always available for all call types however non 9-1-1 ALI rebids may be subject to state law.

#### 4.2.26 ALI Parsing

The Workstation shall guarantee that ALI data is appropriately and consistently displayed when interfacing with different ALI providers that send their information in

## Conference Window



The VESTA 4.0 solution supports more than 10 conferences, up to 7 parties each. The solution provides a means to mute the caller but not “any” participant on the conference.

The status of calls is presented visually using multiple resources that show the status of all other calls at the workstation (active, abandoned, on hold etc.)

### 4.2.28 Speed Dial - Contacts

The Call Taker speed dial shall allow the Call Taker to quickly access frequently called telephone numbers from a pre-programmed list of contacts.

The Call Taker shall simply double click on the on the contact in order to initiate the speed dial.



#### **Motorola Response:**

**COMPLY:** The call-takers need only to click on the speed dial button on the VESTA 4.0 button bar, and then select the number to dial. Supervisors have the ability to assign descriptive labels.

In the speed dial dialog box call takers will find a list of telephone numbers, in alphabetical order, under each tab name. Simply select the tab containing the number you want to dial. Call takers can also use the search box to narrow their search by typing the first few characters of the search string and clicking the find button.

### 4.2.29 Speed Dial – Icons

The Call Taker shall be allowed to initiate a speed dial simply by clicking on an icon which has been preconfigured with the telephone number. It shall be possible to group speed dial icons in a logical manner.

It shall be possible to initiate a speed dial conference with the single click of a speed dial icon.



#### **Motorola Response:**

**COMPLY:** Single-button speed dial capability is provided. At the touch of a button, the system automatically selects an available CO line and dials the associated telephone number. Speed dial buttons can be grouped to meet the needs of the PSAP. A speed dial conference can be initiated with a single click.

### 4.2.30 Callback

The Workstation shall have the ability to callback a 9-1-1 caller by dialing the ANI received during the E9-1-1 call setup.

The Workstation should provide a single feature key to perform this operation. Manual

cause any audio or visual disturbance at the monitored answering position.



**Motorola Response**

**COMPLY:** The Silent Monitor feature lets you silently monitor a workstation. Silent monitoring may be turned on for an entire session, meaning that it does not need to be executed with each new call. Silent Monitoring also includes a toggle button to allow the monitoring party to 'barge-in' to the current call and provide coaching or other input and then to return to listen-only mode, each with a single click.

**4.2.35 Barge-In**

The Workstation shall give the Call Taker the ability to barge into an existing call by clicking on the appropriate circuit indicator on their screen or pressing the appropriate line appearance on the telephone.

Upon entering any 9-1-1 or administrative call for which ANI/ALI or Caller-ID information is available, such information shall be immediately displayed on the Call Taker's display.

A minimum of six (6) participants must be able to use the barge-in feature on a single 9-1-1 call.



**Motorola Response:**

**PARTIAL COMPLY:** The Barge In command lets you join any administrative or 9-1-1 call that is active on another VESTA 4.0 workstation by clicking the line or trunk. When you join a 9-1-1 or an administrative call with Barge In, you can hear and talk to all parties, and the ALI information of the caller appears in your Call Information window. Please note a maximum of five (5) participants are able to use the barge-in feature on a single 9-1-1 call.

**4.2.36 Make-Busy**

Call Takers, with appropriate system permissions, shall be capable of temporarily removing themselves from a ring group (call queue) in order to wrap up a previous call or perform another task such as radio dispatched while remaining logged on. Call Takers shall click a single "Make Busy" icon to remain logged on but not in a queue to receive calls.



**Motorola Response:**

**COMPLY:** A call-taker can be removed from the ACD queue by changing their status to Do Not Disturb (DND) or selecting "DND" from the main call-taker screen with a single click. The DND feature prevents incoming ACD calls from being presented to the call taker. However, a call-taker in DND can answer calls by selecting the icon button for ringing administrative and 9-1-1 calls.

**4.2.37 Recommended Spares**

The vendor shall provide a list of recommended spares.



**Motorola Response:**

**COMPLY:** Motorola has provided recommended spares in the optional pricing section.

- *Operational management – analyzes data and provides information used to improve efficiencies in staffing, standard operating procedures and information management.*
- *Personnel Management – provides consolidated data on agent performance and metrics.*
- *Evidence Organization – automatically associates related information from an incident to a common incident folder.*
- *Crisis Management – assists the administrator in identifying trends and triggers to stay ahead of events as they unfold.*

*Cherokee County will be pleased to know that the Aurora MIS solution faultlessly manages data in terms of migration of data from legacy systems, archiving, and backups.*

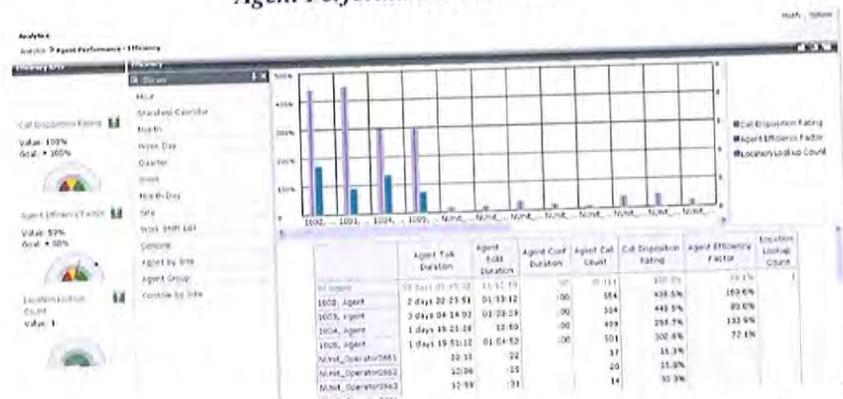
*The Aurora solution has a migration engine that will migrate your MagIC™ data to Aurora using "best efforts" to match like data elements or if Cherokee County wishes they can leave the MagIC data on its own server to utilize for historical purposes. The Aurora solution also includes an archiving engine and a job to make nightly backups of the data. One of the new benefits of the Aurora MIS solution is the ability to attach to multiple archives, thereby enabling reports spanning multiple years while at the same time providing optimum performance.*

*The Aurora program provides a number of approaches for reporting. Users can very quickly run a standard report template, or they can customize a report for manual or schedule generation. Following is a summary of the reporting options:*

- *Filtered Event List – allows one to quickly find calls that meet a specific criteria and export the data to a list. Because the Aurora MIS solution provides selectable fields for the Event List, the data can be quickly exported to Excel or PDF.*
- *Standard Reports – a bundle of standard report templates are included with the Aurora system. After selecting the data range and reporting entity, these reports can be viewed and exported. The report templates included in the Aurora solution are:*
  - *Call Count by Hour, Day, Week, Quarter, Year*
  - *Call Count by Call Types*
  - *Call Count by Ring Time Range*
  - *Call Count Comparison*
  - *Overflow by Queue and Console*
  - *Transfer Average by Month*
  - *Trunk and Line Utilization*
- *Cross Tabular Reports – provides an easy way to generate customized reports. Users perform the following steps to create a cross-tabular report:*

real-time, and can be used to better understand those issues that affect staffing and resource management. Following is a sample dashboard:

**Agent Performance Dashboard**



In addition to the new Analytics, 9-1-1 specific Key Performance Indicators (KPIs) are included. The KPIs provide a quick measure of performance for:

- % Login during time period
- % Login during scheduled work periods
- % Ready mode during login
- % Calls Answered/Offered
- Call Disposition Rating
- Agent Quality Factor
- Agent Efficiency Factor
- Agent Qualify Efficiency Factor
- Agent Outbound Calls/Hr
- Agent Inbound Calls/Hr
- Manual Automatic Location Information (ALI) Retransmissions/9-1-1 Calls

#### 4.4.3 **Report Manager**

The report manager must be able to save a customized report as a browser type favorite for quick execution.



#### **Motorola Response:**

**COMPLY:** The Aurora solution is a browser-based application and therefore reports can be run from any network attached PC with Internet Explorer. Once a report is created, the report can be saved (as PDF, Excel, MHTML, Word, etc.) with a user-defined name and scheduled to run automatically. Reports can be saved to a specific folder for each user, or sent via email if an exchange mail server is present.

#### 4.4.4 **Report Parameters**

ANI/ALI must be captured and stored with each 9-1-1 call.

*COMPLY: The system administrator utilizes a web browser that provides for administrative and maintenance control of the system, to include all the functions cited above.*

#### 4.5.2 Self-Monitoring

The local ANI/ALI system must be capable of self-monitoring vital processes and sending alarms in the event of an alarm condition. The system shall notify the local system administrator and/or local maintenance personnel upon detection of an alarm via e-mail and give a brief description of the alarm condition.



#### *Motorola Response:*

*COMPLY: The VESTA 4.0 solution provides multiple methods to monitor system functionality.*

*The base system provides a maintenance interface in a web browser such as Internet Explorer, Fire Fox, etc, accessible with an ID and Password from any workstation on the VESTA 4.0 network.*

*This system administration and maintenance function is provided by the system Configurator module. This module provides authorized users with full configuration authority to modify and configure all parameters associated with the VESTA 4.0 solution. The application allows authorized users to view the current settings for all entities, modules and resources. The application includes a sophisticated diagnostics module which allows trained maintenance technicians and other authorized users to analyze the health and operational efficiency of the system.*

*Multiple levels of access to the system Configurator can be created by creating profiles for users and then assigning individual maintenance and supervisory personnel to one of those specific files. The profiles can range from rights to full configuration authority to read only.*

#### 4.5.3 Remote Access

The system must provide maintenance personnel the capability to query the system locally and remotely through an internet connection via a VPN as to the fault(s) and its affect on the system. Alarm history queries, reporting, and printing must be available.



#### *Motorola Response:*

*COMPLY: Authorized users can query the monitoring system locally or via a secure VPN and subsequently view alarm history, run reports and print.*

#### 4.5.4 Alarm Categories

There shall be a minimum of two (2) categories of alarms (major, minor) depending upon the criticality of the event. It is desirable for the system to allow the administrator to configure notification thresholds.



#### *Motorola Response:*

and Response gives Cassidian Communications the ability to analyze, repair and run reports in a real-time, remote configuration. Below are some of the features available through Monitoring and Response:

- 24x7 monitoring of all servers, workstations, VESTA 4.0 equipment and any other SNMP/IP compliant device on the network.
- Alarm notification via e-mail to first level support should an alarm threshold be exceeded available upon request.
- Remote troubleshooting tools to diagnose hardware and software problems.
- Performance monitoring of network and computer components.
- Maintenance check-in every 24 hours to verify monitoring is working properly.
- Critical and major alarms are sent to Cassidian Communications Managed Services Center within seconds of the event.
- Ability to take "remote control" of monitored workstations and servers to allow for real-time viewing and the ability to make configuration changes.

Monitoring and Response from Cassidian Communications allows all of these features and more to be run locally, remotely via dial-up, or through any Internet based connection, through the use of a VPN. This provides the capability for system patches for any Cassidian Communications supplied workstation or server to be performed from the Cassidian Communications Network Operations Center (NOC).

Note: The Monitoring and Response service has been provided in the proposal as an option.

#### 4.5.5 **Reporting**

The vendor shall provide a comprehensive management and statistical reporting functionality to provide the PSAP management personnel with real-time and historical information. It shall be user friendly, customizable and capable for generating reports for varying time periods. The system also shall be able to auto-schedule the generation of predefined reports. The vendor

shall include one black and white networked laser printer to be used as a system printer.

As a minimum, the following information shall be readily available for reporting purposes:

- ANI
- Seizure time
- Position answered
- Answer time
- Disconnect time
- Incoming trunk number.
- Total count of Wireline and Wireless calls
- Average Call Waiting Report
- Average call duration
- Total Abandoned calls

## Sample Cross Tabular Report



**EADS**  
DEFENCE  
& SECURITY

**Sample Call Count by Call Types**  
For (Console)

Group: Speed Dial Entry & Agent Name & Console

Date Range: 3/12/2008 - 6/30/2008

Filter Criteria:



**Aurora**  
PLANTIX

Created Date: 6/4/2008 9:58:19 AM

**Summary**

	Transferred Calls		Avg Calls / hour	Total Calls		Answered Calls		Abandoned Calls		Outbound Calls	
	Total	%		Total	%	Total	%	Total	%	Total	%
2207	2,635.0	25%	0.0	4,202.0	26%	4,202.0	26%	0.0	0%	313.0	3%
2202	3,025.0	25%	0.0	4,219.0	26%	4,219.0	26%	0.0	0%	302.0	3%
2208	2,820.0	25%	0.0	4,820.0	26%	4,820.0	26%	0.0	0%	297.0	3%
2209	2,676.0	25%	0.0	4,107.0	26%	4,107.0	26%	0.0	0%	208.0	3%
2205	2,674.0	25%	0.0	4,622.0	26%	4,622.0	26%	0.0	0%	251.0	3%
2204	2,830.0	25%	0.0	4,140.0	26%	4,140.0	26%	0.0	0%	291.0	3%
2210	2,870.0	25%	0.0	4,138.0	26%	4,138.0	26%	0.0	0%	312.0	3%
2216	2,870.0	25%	0.0	4,231.0	26%	4,231.0	26%	0.0	0%	300.0	3%
2204	3,650.0	26%	0.0	4,208.0	26%	4,208.0	26%	0.0	0%	326.0	3%
2211	2,972.0	26%	0.0	4,208.0	26%	4,208.0	26%	0.0	0%	297.0	3%
0	2,875.0	25%	0.0	4,106.0	26%	4,106.0	26%	0.0	0%	320.0	3%
2293	3,015.0	25%	0.0	4,203.0	26%	4,203.0	26%	0.0	0%	310.0	3%
2291	2,731.0	25%	0.0	3,894.0	26%	3,894.0	26%	0.0	0%	310.0	3%

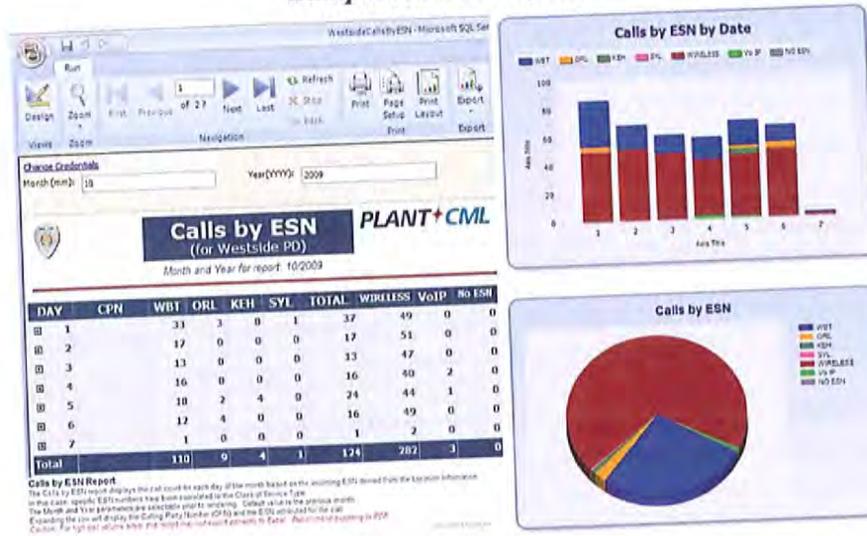
**Detail**

Speed Dial Entry: Agent Name: Console			Transferred Calls		Average Calls		Total Calls		Answered Calls		Abandoned Calls		Outbound Calls	
			Total	%	Total	%	Total	%	Total	%	Total	%	Total	%
Speed Dial Entry:	Agent Name:	Gas and Electric	12.0	33%	0.0		12.0	33%	12.0	33%	0.0	0%	0.0	0%
	Agent Name:	Transfer	815.0	33%	0.0		815.0	33%	815.0	33%	0.0	0%	0.0	0%
		Suicide Prevention	14.0	33%	0.0		14.0	33%	14.0	33%	0.0	0%	0.0	0%
		Cancel	8.0	33%	0.0		8.0	33%	8.0	33%	0.0	0%	0.0	0%
		City EMS	5.0	33%	0.0		5.0	33%	5.0	33%	0.0	0%	0.0	0%
		County Animal Control	14.0	33%	0.0		14.0	33%	14.0	33%	0.0	0%	0.0	0%

- *Scheduled Reports – once a report is created, the report can be saved with a user-defined name and scheduled to run automatically. Reports can be saved to a specific folder for each user, or sent via email if an exchange mail server is present.*
- *Advanced Reports –the Advanced Report bundle includes a number of advanced reports, such as:*
  - *Abandoned Call Summary*
  - *Agent Efficiency*
  - *Agent Statistics Comparison*
  - *Call Count by Wait Time Range*
  - *Call Count by Off-Line Time Range*

*A next generation Business Intelligence solution may be integrated with the Aurora MIS solution. A business intelligence solution provides an advanced analytical capability for analyzing data and building custom dashboards. As an example, users can create custom views of Agent Performance or Trunk Utilization, or a combination of both. These views are updated in near real-time, and can be used to better understand those issues that affect staffing and resource management. Following is a sample dashboard:*

## Sample Ad hoc Report



### 4.6 Installation

#### 4.6.1 Completion

The vendor should complete installation of equipment and demonstrate operability within one hundred and twenty (120) days after awarding of the bid.



**Motorola Response:**

**UNDERSTOOD**

*Motorola's preliminary schedule is less than 120 days.*

The successful vendor is responsible for furnishing and installing all equipment and cabling required for the proposed system.



**Motorola Response:**

**UNDERSTOOD**

*Based upon a standard setup and standard cable lengths which could change based on installation location. If the customer is responsible for location, there could be a need for additional cables.*

#### 4.6.2 System Grounding

System grounding must comply with industry standards and good engineering practices.



**Motorola Response:**

*Motorola will install to industry standards.*

#### 4.6.3 System Power

The system must operate from standard 115V, 60 Hz, single-phase power. The Bidder shall state their power requirements for the backroom equipment and each answering position.

*COMPLY - Three (3) hard copies and one (1) electronic copy of all system documentation will be provided.*

#### **4.8 System Acceptance Testing**

##### **4.8.1 Acceptance Testing**

The County will create a written acceptance plan created after award of the contract based on the equipment selected. The County will not accept or certify the equipment until all items on the acceptance test plan are met to the satisfaction of the County.

**COMPLY-** Please refer to the ATP section of Motorola's RFP response.

#### 4.8.5 System Failures due to External Causes

In measuring acceptance, system failures resulting from external causes, including but not limited to acts of God, fire, or County supplied hardware, software or connectivity failure, will be excluded from the acceptance testing.



#### **Motorola Response:**

**COMPLY-** Please refer to the ATP section of Motorola's RFP response.

### 4.9 Training

#### 4.9.1 Training Requirements

Training on all system functions must be provided by the vendor prior to acceptance of the system.

Training must include sufficient information and experience to familiarize personnel (administration and supervisors) with all system functions, features and operations for their particular assignments.

The vendor must implement a train-the-trainer plan for call-takers and PSAP administrators. Describe how you will meet this requirement.



#### **Motorola Response:**

**COMPLY:** *Cassidian Communications feels that training the PSAP personnel is one of the most important steps in the implementation of our NG9-1-1 solution. Based on hundreds of previous system implementations we are certain that Cherokee County will find our training is thorough and generates confidence to agents, administrators and technicians before the first 9-1-1 call is taken. Furthermore, because Cherokee County is currently using the VESTA User Interface going to the 4.0 solution will offer an easy transition for call-takers, administrators and technicians.*

*Cassidian Communications offers a complete training package for the proposed call-taking solution and recognizes the varied roles and responsibilities within an organization. To this end Cassidian Communications has developed courseware designed for the Administrator responsible for the configuration and maintenance of the VESTA 4.0 solution and the Aurora MIS solution; the PSAP call-taker or agent responsible for the day-to-day emergency call response activities; and if required we offer technician courses designed for those responsible for the system support and equipment maintenance. We can also offer Train-the-Trainer agent classes specifically suited for the designated PSAP trainer who need to provide on-going training support for new call-takers.*

*Additionally, after installation and cutover, we offer self-paced web-based videos on the Aurora solution to assist PSAPs in running standard reports and creating cross-tabular reports.*

#### 4.9.2 Training Curriculum

The vendor shall include in its proposal a training curriculum for call-takers,

*COMPLY-. Please see section 6 of the RFP.*

#### 4.10.2 **Project Plan**

The vendor is required to submit a task-oriented Gantt chart detailing the system installation utilizing MS Project 2000 or a later version. The proposed start date for the project must utilize a "contract date" for competitive and demonstrative purposes. The project plan must identify critical dependencies and typical timelines.



#### **Motorola Response:**

##### **UNDERSTOOD**

*Motorola uses Clarity and WBS and can submit a task oriented Gant Chart utilizing MS project 2000 or later. The proposed start date will utilize 'Contract Date'.*

5

#### **Warranty and Maintenance**

System Warranty and System Maintenance periods for all hardware, software and on-site maintenance shall begin upon final acceptance of the entire system and shall run concurrently for a period of twelve (12) months. Pricing for System Warranty and System Maintenance for the initial twelve (12) month period shall be included in the base price. If multiple maintenance support level options are available, please price them separately.



#### **Motorola Response:**

##### **COMPLY**

Bidder shall guarantee the availability of service assistance, repairs, and spare parts for a minimum of seven (7) years after equipment delivery, installation and final acceptance by the County.



#### **Motorola Response:**

*Cassidian Communications is pleased to confirm product support (which includes service and spare parts) for the proposed VESTA 4.0 product. Cassidian Communications assures Cherokee County, GA it makes support (service and spare parts) available for the proposed products for a period of seven (7) years. The proposed hardware and software is not currently planned for product obsolescence, and that all needed parts and software, or the functional equivalent thereof will be available for a minimum of seven (7) years from the date of the submission.*

A complete listing of all warranties including systems and equipment, detailing what is included and what is not included shall be included.



#### **Motorola Response:**

*Cassidian Communications provided solutions have 18 month warranties beginning from date of shipment. Further details regarding Warranty and Maintenance from Cassidian Communications are contained in the included documents:*

- *Hardware Repair and Warranty Policy*

ruggedized case and made remote almost instantly. With the Cassidian CommandPOST solution, 9-1-1 calls can be transferred for dispatching allowing non-essential calls to be shielded and offering dispatchers uninterrupted focus to deal with urgent calls during heavy call volume.

The Cassidian CommandPOST solution supports the following major functions:

- ANI/ALI display
- Intelligent call-transfer
- One-button call-back
- Programmable voice and data speed-dial buttons
- Four-party conferencing
- Full TTY/TDD capability through a software-based solution
- Instant Recall Recorder (IRR) (requires Windows7/SAM)

The Cassidian CommandPOST includes enhanced security features. The laptops are configured with firewall, VPN and anti-virus software by default.

The laptop weighs less than ten pounds and each unit carries complete instructions to make setup as easy and quick as possible. The system requires high-speed Internet access; wire-line access is recommended for high quality service. The OEM recommends 375kbps of bandwidth in each direction, which allows the Cassidian CommandPOST solution to host a four-party conference.

Now the Cassidian CommandPOST laptop solution comes to you in a heavy duty rolling case that contains all necessary items to set up the laptop in minutes. The Cassidian CommandPOST is a mobile 9-1-1 center.

## 6.2 Dual Redundant Configuration

The Vendor shall provide pricing for an optional dual redundant configuration. In a dual redundant configuration, redundant ANI/ALI Controller functionality resides at two physically distinct locations. The dual redundant system shall be composed of 2 standalone ANIALI Controllers; not one Controller split across the two locations. The first location is at the existing PSAP; the second location remains to be identified. The 2 locations are connected to each other via an IP Network provided by the County.

The Central Equipment at either location shall be fully capable of supporting all positions at both locations.

Each location shall have local survivability such that if one location becomes completely unavailable due to a catastrophic natural or man-made event, the second location can continue to process 9-1-1 calls.



### **Motorola Response:**

**COMPLY:** Understanding the County's desire to have the option of adding another location in the future we have provided optional pricing to have the current Cherokee

*System thresholds, established during Monitoring and Response service implementation, are continually monitored by the system. Anytime the system performance/environment exceeds the threshold limit, Cassidian Communications Monitoring and Response is immediately notified via digital alarm. Digital alarm signaling provides specific information relative to the nature of the alarm allowing proper, expeditious troubleshooting.*

*Monitoring and Response utilizes the computer industry's leading remote utilities for monitoring, diagnosing, troubleshooting and repairing many of the errors previously handled on site. By utilizing Workstation and Server monitoring agents from Hewlett Packard and through the implementation of various monitoring tools, Monitoring and Response gives Cassidian Communications the ability to analyze, repair and run reports in a real-time, remote configuration. Below are some of the features available through Monitoring & Response:*

- 24x7 monitoring of all servers, workstations, VESTA 4.0 equipment and any other SNMP/IP compliant device on the network.*
- Alarm notification via e-mail to first level support should an alarm threshold be exceeded available upon request.*
- Remote troubleshooting tools to diagnose hardware and software problems.*
- Performance monitoring of network and computer components.*
- Maintenance check-in every 24 hours to verify monitoring is working properly.*
- Critical and major alarms are sent to Cassidian Communications Managed Services Center within seconds of the event.*
- Ability to take "remote control" of monitored workstations and servers to allow for real-time viewing and the ability to make configuration changes.*

*Cassidian Communications Monitoring and Response allows all of these features and more to be run locally, remotely via dial-up, or through any Internet based connection, through the use of a VPN. This provides the capability for system patches for any Cassidian Communications supplied workstation or server to be performed from Cassidian Communications network operations centre.*

The ENS shall be configurable to automatically schedule call-backs and pre-determined intervals. The ENS shall include a complete audit trail of all activations. The Call List shall be generated from a NENA-certified database provided by the County.



**Motorola Response:**

*No response per addendum.*

**6.9 Out of Scope Enhancements**

The vendor shall provide optional pricing for the addition of extra hardware or software which,

in the vendor's opinion, would significantly add to the reliability or robustness of the proposed system but which are not explicitly called for in this RFP.



**Motorola Response:**

*In addition to the previously described Managed Services options, Motorola can provide two other options, Patch Management and Disaster recovery.*

**Patch Management**

*This service provides remote, schedulable delivery of critical (Cassidian Communications tested) Microsoft Security patches to monitored computers eliminating sneaker-net delivery of critical security patches. Installation of critical security patches is a crucial part of securing a PSAP against today's threats.*

**Scope of Service**

- *Patch Deployment. Through high-speed, secure (VPN) remote connections Cassidian Communications has the ability to automatically deploy new patches to remote sites. The actual deployment of the patch, including optimum installation time, acceptable reboot sequences, further 3<sup>rd</sup> Party testing, limited rollout, etc, is completely custom in nature (within the confines of the software and Cassidian Communications Patch Management Policy), and will be collaboratively agreed to between the Customer and Cassidian Communications in a Service Level Agreement document.*
- *Recovery. If Cassidian Communications Disaster Recovery Enhanced Service is purchased, Cassidian Communications will take a snapshot of systems being patched prior to patching to allow easy rollback in the event that a patch creates a problem.*
- *Testing. Cassidian Communications conducts patch testing in accordance with Cassidian Communications Patch Management Policy. In many cases, it may be prudent for sites to conduct additional testing in conjunction with Cassidian Communications. Cassidian Communications prefers to rollout patches to a*

County to make inquiries of all references and any prior project examples.



**Motorola Response:**

**UNDERSTOOD**

8.4 In preparing and submitting a Proposal for this RFP, the Offeror that will execute the Project shall have read the Professional Services Agreement, and all required other exhibits, attachments and supporting documents (copies of which are attached and included with this RFP document) and shall have consulted with its legal advisor and surety and insurance carrier representatives, who shall have also read the Professional Services Agreement; and thereafter complete and sign and include with the Proposal the certification form as to review and acceptance of the Professional Services Agreement.

The Offeror further understands and accepts that such submitted exceptions and/or qualifications to the Professional Services Agreement (on the certification form required to be completed and submitted with the Proposal) may cause the County to deem the Proposal to be NON-RESPONSIVE, and the County may fully reject the Proposal and select another Offeror based upon the noted or described exceptions and/or qualifications hereto. Such a determination by the County shall not be a cause of action by the Offeror against the County.

8.5 Evaluation Criteria

The Proposals shall be evaluated based on their relative responsiveness to the criteria described in this RFP and with values weighted as shown below:

- 30 Points: Proposal value; cost to the taxpayer.
- 30 Points: Technical requirements.
- 5 Points: Acceptance and willingness to sign Professional Services Agreement.
- 5 Points: References.
- 30 Points: Warranty, training, support, and upgrades.

100 POINTS: TOTAL POINTS POSSIBLE

8.6 **Proposals shall be submitted with one (1) original with original signatures and four (4) copies to the following address, with RFP number clearly marked upon the package:**

Cherokee County Board of Commissioners  
Attn: Greg Dodgen, Director of Procurement and Risk Management  
1130 Bluffs Parkway

**REVIEW/ACCEPTANCE), AND ANY ADDITIONAL INFORMATION YOU DEEM IMPORTANT TO YOUR RESPONSE, MUST BE RECEIVED NO LATER THAN 2:00 PM LOCAL TIME ON TUESDAY, JUNE 5, 2012.**

THE PROPOSALS WILL BE READ ONLY AND THERE WILL BE NO DETERMINATION OF AWARD RECOMMENDATION UNTIL AFTER SUCH TIME AS A FULL REVIEW OF THE PROPOSALS HAS BEEN CONDUCTED BY COUNTY STAFF.

The County will not accept fax or electronic submissions of Proposals. Any submittal of Proposals after the specified time and date will result in non-acceptance of the Proposal.

The County will acknowledge all Proposals received via a posting to the County's website, in the

RFP/Bids section of [www.cherokeega.com](http://www.cherokeega.com).

#### 8.7 Questions or Requests for Clarification

Only written inquiries will be permitted. Questions for preparation of Proposals shall be submitted in writing to Greg Dodgen, Director of Procurement and Risk Management, via e-mail to [gdodgen@cherokeega.com](mailto:gdodgen@cherokeega.com). The deadline for receipt of all questions is 5:00 PM local time on Friday, May 25, 2012. The County will provide answers to questions via formal addendum to the RFP no later than 5:00 PM local time on Tuesday, May 29, 2012. If an addendum is necessary, it will only be posted to this RFP's project page on the County's website, [www.cherokeega.com](http://www.cherokeega.com), in the RFP/Bids section.

Proposal value (annualized value, but payable in quarterly installments) of warranty/maintenance coverage, if desired at the County's sole discretion:

\$ \_\_\_\_\_

Submitted by:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Typed Name)

\_\_\_\_\_ (Title)

EXHIBIT "B"

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA

COUNTY OF CHEROKEE

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting their preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid, including but not limited to O.C.G.A. § 36-91-21(d).

(Signed)

\_\_\_\_\_

Subscribed and Sworn to before me

(Name)

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Title \_\_\_\_\_

\_\_\_\_\_

(SEAL)

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

Date

QUALIFICATIONS to the execution and the furnishing of all required statements, Exhibits and insurance, if and upon award of the Contract for this Project, as listed, noted or described below, or on other supporting documentation as identified below:

**APPENDIX**

**A**

**CHEROKEE COUNTY PROCUREMENT**

**ORDINANCE (ATTACHED)**



## Section 6. References

Motorola has listed its three required references below:

1. Account: **Dutchess County, New York Emergency Response**  
Name: Dana Smith  
Title: 911 Coordinator  
Phone: 845-486-2080  
Email: [dsmith@dutchessny.gov](mailto:dsmith@dutchessny.gov)  
Brief Description:  
17 Position Cassidian Sentinel Patriot E-911 system handling E-911 dispatch for Police, Fire, and EMS throughout the county. There is a 4 position geo-diverse backup location at the City of Poughkeepsie Police Department.
2. Account: **Richland County-City of Columbia, South Carolina**  
Name: Michael Byrd  
Title: Richland County Emergency Services Director  
Phone: 803- 576-3401  
Email: [BYRDM@rcgov.us](mailto:BYRDM@rcgov.us)  
Brief Description:  
This is a geo diverse Sentinel Patriot system that was installed in 2008. The system includes the primary 911 system (side A), the back-up center (side B) and three small 2 position psaps within Richland County for a total of 38 positions.
3. Account: **Charlotte County Florida SO**  
Name: Laurie Anderson  
Title: 911 Coordinator  
Phone: 239-639-2101  
Email: [laurene.anderson@ccso.org](mailto:laurene.anderson@ccso.org)  
Brief Description:  
25 Position Cassidian Sentinel Patriot E-911 system facilitating E-911 dispatch for Sheriff, County Fire/EMS and Punta Gorda City Fire and Police. Positions are geo-diverse and scattered over three well separated locations.



## Section 7. Statement of Work

### 7.1 Introduction

This Statement of Work (SOW) describes the deliverables to be furnished to Cherokee County and the tasks to be performed by Motorola, its subcontractors, and by the County in order to implement the E911 System Upgrade detailed in this proposal. Motorola has selected Cassidian Communications as the E911 system equipment provider for this proposal. Motorola's Project Manager will coordinate the installation activities of Cassidian Communications to assure cost-effective performance and resolution of technical interface issues during design as opposed to during integration activities.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

- ◆ Provide and install twelve (12) Position Cassidian VESTA 4.0 NG E-911 System with the Aurora Management Reporting Package.
- ◆ It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola and the County. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

### 7.2 Contract

#### 7.2.1 Contract Award (Milestone)

- ◆ The County and Motorola execute the contract; both parties receive all the necessary documentation.

## 7.2.2 Contract Administration

### Motorola Responsibilities

- ◆ Assign a Project Manager as the single point of contact with authority to make project decisions.
- ◆ Assign resources necessary for project implementation.
- ◆ Set up the project in the Motorola information system.
- ◆ Schedule the project kickoff meeting with the County.

### County Responsibilities

- ◆ Assign a Project Manager as the single point of contact responsible for County-signed approvals.
- ◆ Assign other resources necessary to ensure completion of project tasks for which the County is responsible.

### Completion Criteria

- ◆ Motorola internal processes are set up for project management.
- ◆ Both Motorola and the County assign all required resources.
- ◆ Project kickoff meeting is scheduled.

## 7.2.3 Project Kickoff

### Motorola Responsibilities

- ◆ Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with the County.
- ◆ Review the resource and scheduling requirements with the County.
- ◆ Review the Project Schedule with the County to address upcoming milestones and/or events.
- ◆ Review the teams' interactions (Motorola and the County), meetings, reports, milestone acceptance, and the County's participation in particular phases.

### County Responsibilities

- ◆ Ensure the County's key project team participants attend the meeting.



### Completion Criteria

- ◆ Project kickoff meeting is completed.
- ◆ Meeting notes identify the next action items.

## 7.3 Contract Design Review (CDR)

### 7.3.1 Review Contract Design

#### Motorola Responsibilities

- ◆ Meet with the County project team.
- ◆ Review the operational requirements and the impact of those requirements on various equipment configurations.
- ◆ Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- ◆ Establish Call Flow and System Design. During the design review meeting, Motorola and Cherokee County will discuss the call flow and system design. The Cassidian Communications engineer will provide consulting expertise on call flow setup, trunking requirements, ring downs, reporting, and any other special applications. This information will be documented in both spreadsheet and template form for programming, i.e., the extensions/routes/names, etc. are assigned and ready for switch input by the programmer. Documentation includes all routes, names, phone information, IDC entries, ACD queues/skill sets, Time-synch, CDR requirements, and login ID information, etc. for VESTA 4.0, if applicable.
- ◆ Review the System Design, Statement of Work, and Project Schedule and update the contract documents accordingly.
- ◆ Finalize an agreed-upon Acceptance Test Plan with the County and update contract documents accordingly.
- ◆ Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- ◆ Submit design documents to the County for approval. These documents form the basis of the system which Motorola will manufacture, assemble, and install.
- ◆ Prepare equipment layout plans for field installation.
- ◆ Provide minimum acceptable performance specifications for fiber or copper links.
- ◆ Establish demarcation point to define the connection point between Motorola-supplied equipment and County-supplied link(s) and external interfaces.
- ◆ Prepare a Site Evaluation Report that summarizes findings of above-described site evaluations and provide details to the County.



- Tandem speed numbers: Provide a list of tandem speed numbers for all E911 PSAP transfers.
- Telephone numbers: Provide a list of seven or ten-digit telephone numbers that will have a line appearance on the E911 system telephones and provide a description of the use of these lines. This includes fire phones, ANI callback numbers ordered, and administration lines.
- Speed dial numbers: Provide a list of telephone numbers to be programmed for speed dialing. Please include the area code, if required. Example: (Hospital 728-4181).

### Completion Criteria

- ◆ Design documentation has been completed including updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- ◆ Agreed upon deviations from the proposed system have been incorporated into the contract documents accordingly.
- ◆ System design is “frozen” in preparation for subsequent project phases such as Order Processing and Manufacturing.
- ◆ A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

## 7.3.2 Design Approval (Milestone)

- ◆ County executes a Design Approval milestone document.

## 7.4 Order Processing

### 7.4.1 Process Equipment List

#### Motorola Responsibilities

- ◆ Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- ◆ Enter order into Motorola’s Customer Order Fulfillment (COF) system.
- ◆ Create Ship Views to confirm with the County the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ◆ Create equipment orders.
- ◆ Reconcile the equipment list(s) to the Contract.



- *System staging:* 911 components will be assembled into the specified system configuration, application software loaded, work station screens configured, and system functionally tested within the limits of the local staging environment.

### **Motorola Responsibilities**

- ◆ Assemble and configure the 911 system equipment at Cassidian Communications' Temecula, CA facility.
- ◆ Power up, program, and test all staged equipment.
- ◆ Test equipment per pre-established processes in the Cassidian Communications solution team's labs to ensure that the proposed solution performs to specifications before on-site deployment and to simulate ordinary conditions of operation, call traffic and common processes within the system.
- ◆ Document test conditions and results for future reference.
- ◆ Resolve any problems or system incompatibilities prior to deployment of the system.
- ◆ Disassemble and pack system for shipment to final destination. Equipment may be shipped preassembled depending on the PSAP solution configuration.
- ◆ Ship system to the field.

### **County Responsibilities**

- ◆ None.

### **Completion Criteria**

- ◆ Equipment shipped to the field.

## **7.6 Site Work for County-Provided Facilities**

### **Motorola Responsibilities**

- ◆ Provide electrical requirements for each equipment rack to be installed in the County-provided facilities.
- ◆ Provide heat load for each equipment rack to be installed in the County-provided facilities.
- ◆ Provide equipment rack drawings for the County to supply adequate space.

### **County Responsibilities**

- ◆ Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- ◆ Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials



### Completion Criteria

- ◆ All sites are ready for equipment installations in compliance with Motorola's Standards and Guidelines for Communication Sites (R56).

## 7.7 System Installation

### 7.7.1 Install 911 System Equipment

In addition to Cassidian Communications, Motorola will utilize the local Motorola-approved Service Shop (MSS), Diversified Electronics, to assist with field installation, optimization, and warranty support. The MSS facility personnel will also be fully involved in the system implementation, integration and cutover. This assures that the Service personnel are fully trained and understand the system in order to provide effective system maintenance after acceptance of the system.

Cassidian Communications engineers will be on-site during the VESTA 4.0 installation process to ensure the programming parameters have been setup properly, and modify and program any necessary parameters required. Motorola and Cassidian Communications will install and make operable the VoIP back room system with the 9-1-1 positions.

#### Motorola Responsibilities

- ◆ Receive and inventory all equipment and deliver to the County-provided facility.
- ◆ Complete E911 Post-Sale Data Collection document.
- ◆ Install system equipment as specified by the Equipment List, System Description, and system drawings.
- ◆ Verify power and grounding to specifications.
- ◆ Apply operating power as required.
- ◆ Verify operation of telephone company-provided circuits (should assistance to Cherokee County or the telephone company be required, such assistance may require a change order per the Change Order Process).
- ◆ Following cutover to the new E911 system and decommissioning of the old system, remove the old E911 electronics to a County-owned facility.

#### County Responsibilities

- ◆ Provide secure storage for the Motorola-provided equipment at a location central to the sites. Motorola will coordinate the receipt of the equipment with the County's designated contact and inventory all equipment.
- ◆ Provide access to the sites as necessary.



## 7.9 Acceptance Testing

### 7.9.1 Perform Equipment Testing

#### **Motorola Responsibilities**

- ◆ Test individual components of the system to verify compliance to the equipment specifications.
- ◆ Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- ◆ Repeat any failed test(s) once Motorola (or the County) has completed the corrective action(s).
- ◆ Prepare documentation of component tests to be delivered as part of the final documentation package.

#### **County Responsibilities**

- ◆ Witness tests if desired.

#### **Completion Criteria**

- ◆ Equipment testing has been successfully completed.

### 7.9.2 Perform Functional Testing

#### **Motorola Responsibilities**

- ◆ Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- ◆ If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- ◆ Document all issues that arise during the acceptance tests.
- ◆ Document the results of the acceptance tests and present to the County for review.
- ◆ Resolve any minor task failures before Final System Acceptance.

#### **County Responsibilities**

- ◆ Witness the functional testing.

#### **Completion Criteria**

- ◆ Functional testing has been successfully completed and approved by the County.



- ◆ Resolve any minor task failures before Final System Acceptance.

#### **County Responsibilities**

- ◆ Witness the acceptance testing.

#### **Completion Criteria**

- ◆ Final Acceptance Testing has been successfully completed and approved by the County.

### **7.10.3 Resolve Punchlist**

#### **Motorola Responsibilities**

- ◆ Work with County to resolve punchlist items, documented during the Acceptance Testing phase in order to meet all the criteria for final system acceptance.

#### **County Responsibilities**

- ◆ Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

#### **Completion Criteria**

- ◆ All punchlist items have been resolved and approved by the County.

### **7.10.4 Transition to Service/Project Transition Certificate**

#### **Motorola Responsibilities**

- ◆ Review the items necessary for transitioning the project to warranty support and service.
- ◆ Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.
- ◆ Provide additional information regarding post warranty support, included in the Warranty/Post Warranty section of this document.

#### **County Responsibilities**

- ◆ Participate in the Transition Service/Project Transition Certificate (PTC) process.

#### **Completion Criteria**

- ◆ All service information has been delivered to and approved by the County.



### **County Responsibilities**

- ◆ Attend meetings.
- ◆ Respond to issues in a timely manner.

### **Completion Criteria**

- ◆ Meetings and submission of meeting minutes have been completed.

## **7.11.2 Progress Milestone Submittal**

### **Motorola Responsibilities**

- ◆ Submit progress (non-payment) milestone completion certificate/documentation.

### **County Responsibilities**

- ◆ Approve milestone which will signify confirmation of completion of the work associated with the scheduled task.

### **Completion Criteria**

- ◆ The County approves of the Milestone Completion document(s).

## **7.11.3 Change Order Process**

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

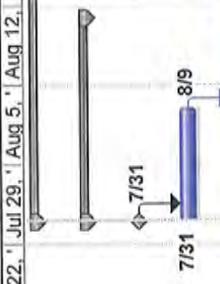




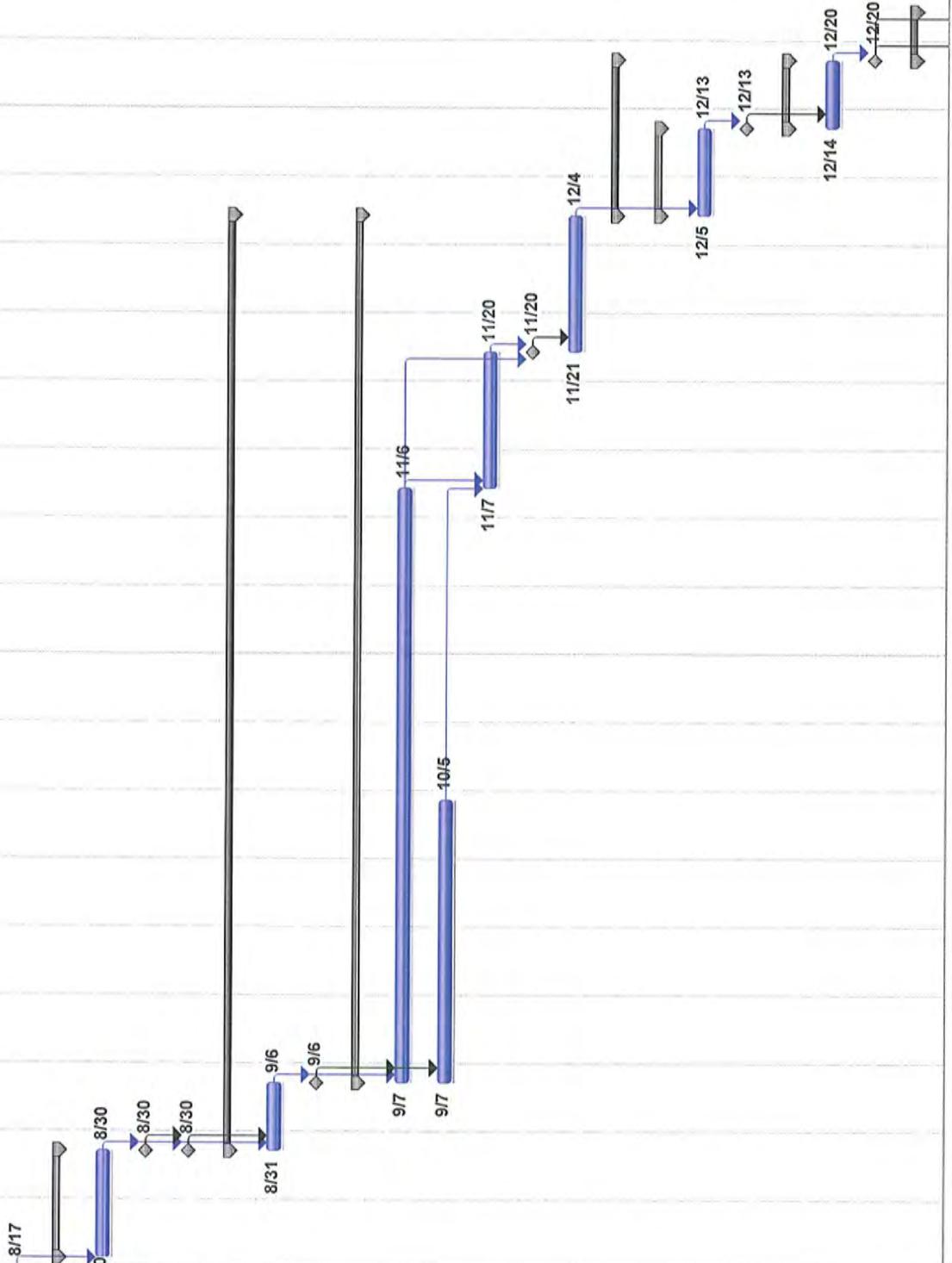
## Section 7.A Preliminary Project Gantt – Schedule

Per your request, Motorola has attached its Preliminary Project Gantt – Schedule on the following pages.

ID	Task Name	Duration	Start	Finish	Predecessors	Successors
1	Implementation Project	120d	Tue 7/31/12	Mon 1/14/13		
2	Contract	14d	Tue 7/31/12	Fri 8/17/12		
3	Contract Award	0d	Tue 7/31/12	Tue 7/31/12		4
4	Contract Administration	8d	Tue 7/31/12	Thu 8/9/12 3		5
5	Project Kick-Off	6d	Fri 8/10/12	Fri 8/17/12 4		7
6	Contract Design Review	9d	Mon 8/20/12	Thu 8/30/12		
7	Review Contract Design	9d	Mon 8/20/12	Thu 8/30/12 5		8,9,11
8	Complete Transition Survey	0d	Thu 8/30/12	Thu 8/30/12 7		9
9	Design Approval	0d	Thu 8/30/12	Thu 8/30/12 8,7		11
10	Order Processing	68d	Fri 8/31/12	Tue 12/4/12		
11	Process Equipment list	5d	Fri 8/31/12	Thu 9/6/12 7,9		12,14
12	Order Bridged	0d	Thu 9/6/12	Thu 9/6/12 11		15,14
13	Manufacturing and Staging	63d	Fri 9/7/12	Tue 12/4/12		
14	Manufacture 911 Equipment	43d	Fri 9/7/12	Tue 11/6/12 11,12		17,16
15	Develop Programming Configurations	21d	Fri 9/7/12	Fri 10/5/12 12		16
16	Stage System with Cassidian Communications	10d	Wed 11/7/12	Tue 11/20/12 15,14		17
17	Staging Acceptance	0d	Tue 11/20/12	Tue 11/20/12 14,16		18
18	Ship Equipment to Field	10d	Wed 11/21/12	Tue 12/4/12 17		21
19	Installation	12d	Wed 12/5/12	Thu 12/20/12		
20	911 System Installation	7d	Wed 12/5/12	Thu 12/13/12		
21	Install Sentinel Patriot 911 Equipment	7d	Wed 12/5/12	Thu 12/13/12 18		22
22	Installation Complete	0d	Thu 12/13/12	Thu 12/13/12 21		24
23	System Optimization	5d	Fri 12/14/12	Thu 12/20/12		
24	Optimize Sentinel Patriot 911 Equipment	5d	Fri 12/14/12	Thu 12/20/12 22		25
25	Optimization Complete	0d	Thu 12/20/12	Thu 12/20/12 24		31,27,30
26	Training	3d	Fri 12/21/12	Tue 12/25/12		



ID	Task Name	Duration	Start	Finish	Predecessors	Successors
27	Perform Training	3d	Fri 12/21/12	Tue 12/25/12 25		28
28	Training Complete	0d	Tue 12/25/12	Tue 12/25/12 27		40
29	<b>Audit and Acceptance Testing</b>	<b>4d</b>	<b>Fri 12/21/12</b>	<b>Wed 12/26/12</b>		
30	Perform System Testing	3d	Fri 12/21/12	Tue 12/25/12 25		31
31	SATP Acceptance	0d	Tue 12/25/12	Tue 12/25/12 25,30		40,33
32	<b>Cutover</b>	<b>1d</b>	<b>Wed 12/26/12</b>	<b>Wed 12/26/12</b>		
33	Cutover FNE	1d	Wed 12/26/12	Wed 12/26/12 31		34
34	Cutover Complete	0d	Wed 12/26/12	Wed 12/26/12 33		36
35	<b>Finalize</b>	<b>13d</b>	<b>Thu 12/27/12</b>	<b>Mon 1/14/13</b>		
36	Final Inspection w/Customer	3d	Thu 12/27/12	Mon 12/31/12 34		37,40
37	Punchlist Resolution	5d	Tue 1/1/13	Mon 1/7/13 36		38
38	Finalize Documentation	4d	Tue 1/8/13	Fri 1/11/13 37		40,39
39	Transition to Service/PTC	1d	Mon 1/14/13	Mon 1/14/13 38		40
40	Final Acceptance	0d	Mon 1/14/13	Mon 1/14/13 31,38,25,36,39		







## Section 8. Training Plan

Per your request, Motorola has attached the required Training Plan for Cherokee County on the following pages.



# Agent Training

## Course Syllabus

### Course Overview

Delivery method:	Cassidian Communications Instructor-led, hands-on
Course Duration:	- 4 hours - time at customer's request
Course Location:	On-site at customer's location
Audience:	Public Safety Answering Point (PSAP) 9-1-1 call takers
Pre-requisites:	Windows application familiarity including mouse navigation and keyboard skills
Special Instructions:	Training room must have functioning call taking system with enough workstations for student hands-on activity and ability to place test 9-1-1 and admin calls.

### Course Description

#### *Content*

This course typically occurs during or shortly after the installation of a call taking system. The course content covers the call taker features of the system and the handling of 9-1-1 and administrative calls. The course content is as follows:

#### **Introduction**

- Course Objectives
- Related Material

#### **Getting Started**

- Windows Basics



- Starting the 9-1-1 Software
- Logging On/Off
- Exiting the 9-1-1 Software
- Exploring the Main Screen
- Main Screen Buttons
- Windows Terminology

### **Basics of Answering 9-1-1 and Administrative Calls**

- Types of Calls
- Call Flow
- Making Yourself Unavailable and Available
- Answering Emergency Calls
- About Selective Answer
- Call Information Window for Emergency Calls
- Answering Administrative Calls
- Call Information Window for Administrative Calls
- Line Button State Indicators
- Selective Transfer Agencies (STA)
- Placing a Call on Hold
- Refusing Calls
- Mute
- Releasing an Emergency Call
- Releasing an Administrative Call

### **Multiple Participant Features**

- Supervised Circuit Definition
- Transferring a Call
- Transferring by Conferencing
- Transferring Calls Step by Step
- Quick Transferring
- Barge In on a Call
- Using Call Park

### **Additional Features**

- What is ALI?
- Performing a Manual ALI Query
- Sending ALI to an Emergency Response Agency
- Adding Comments to the Call History
- Automatic Ringback
- Accessing Previous Calls
- Using Speed Dial
- Using Response Agents
- Using the Keypad
- Redialing Numbers
- Using the Abandoned Call Button



Using Forward  
Using Messenger

### **TTY Calls (Emergency and Administrative)**

Understanding TTY Calls  
Types of TTY Communications  
Automatic Invitation Message  
Answering a TTY Call  
Using the TTY Interface Window  
Creating a TTY Conference  
Transferring a TTY Call  
Accessing Previous TTY Calls  
Placing an Outgoing TTY Call  
Changing from a TTY Call to a Voice Call  
Voice Communication Options for a TTY Call  
Releasing a TTY Call

### **Customizing Your 9-1-1 Software**

Preferences  
Shortcuts

Review Exercises  
Review Q&A

END OF CLASS

#### ***Structure***

The instructor will provide a basic overview of the system architecture, and then use hands-on demos and exercises in order to explain and familiarize the participants with the system.

#### ***Objectives***

This course is designed to familiarize the call taker at the PSAP with handling 9-1-1 and administrative calls on the call taking system.

### **About the Instructors and Materials**

Cassidian Communications trainers are experienced instructors who have trained in a variety of system implementations and PSAP environments. These instructors will use their technical knowledge along with adult learning principles in order to effectively guide participants through the course content. One Cassidian Communications instructor is allocated to each course, with a maximum class size of eight students.



### *Course Materials*

The following course materials are supplied for this course:

- Agent Student Training Manual
- 9-1-1 Quick Reference Card

## **Course Policies and Certificate of Completion**

### *Student Responsibilities*

Students are required to attend the full duration of the course and participate in all hands-on activity. It is highly recommended that all students receive sufficient hands-on experience before the conclusion of the course.

### *Instructor Responsibilities*

Cassidian Communications instructors will ensure that the students learn and receive timely feedback on their performance.

### *Certificate of Completion*

Once the participant is able to demonstrate that they understand the contents discussed in the course, a certificate of completion is granted. There is no formal test or written/practical exam.





# Agent Train the Trainer Training

## Course Syllabus

### Course Overview

Delivery method:	Cassidian Instructor-led, hands-on
Course Duration:	- 1 day - 8:30-4:30 or at customer's recommendation
Course Location:	On-site at customer's location
Audience:	Public Safety Answering Point (PSAP) trainers/supervisors who are responsible for training call takers on the 9-1-1 call processing system
Pre-requisites:	- Windows application familiarity including mouse navigation and keyboard skills - Prior instructional experience - In-depth knowledge of PSAP day-to-day operation including call handling requirements
Special Instructions:	Training room must have functioning Call taking system with enough workstations for student hands-on activity and ability to place test 9-1-1 and admin calls.

### Course Description

#### *Content:*

This course typically occurs during or shortly after the installation of a Call taking system. The course content covers the operational features of the system and the handling of 9-1-1 and administrative calls in order to train the call takers. The course consists of the standard Agent training content in addition to adult learning



principles and how best to teach call takers about the 9-1-1 system. The course content is as follows:

**Introduction**

Course Objectives  
Related Material

**Getting Started**

Windows Basics  
Starting the 9-1-1 Software  
Logging On/Off  
Exiting the 9-1-1 Software  
Exploring the Main Screen  
Main Screen Buttons  
Windows Terminology

**Basics of Answering 9-1-1 and Administrative Calls**

Types of Calls  
Call Flow  
Making Yourself Unavailable and Available  
Answering Emergency Calls  
About Selective Answer  
Call Information Window for Emergency Calls  
Answering Administrative Calls  
Call Information Window for Administrative Calls  
Line Button State Indicators  
Selective Transfer Agencies (STA)  
Placing a Call on Hold  
Refusing Calls  
Mute  
Releasing an Emergency Call  
Releasing an Administrative Call

**Multiple Participant Features**

Supervised Circuit Definition  
Transferring a Call  
Transferring by Conferencing  
Transferring Calls Step by Step  
Quick Transferring  
Barge In on a Call  
Using Call Park

**Additional Features**

What is ALI?  
Performing a Manual ALI Query  
Sending ALI to an Emergency Response Agency  
Adding Comments to the Call History



- Automatic Ringback
- Accessing Previous Calls
- Using Speed Dial
- Using Response Agents
- Using the Keypad
- Redialing Numbers
- Using the Abandoned Call Button
- Using Forward
- Using Messenger

### **TTY Calls (Emergency and Administrative)**

- Understanding TTY Calls
- Types of TTY Communications
- Automatic Invitation Message
- Answering a TTY Call
- Using the TTY Interface Window
- Creating a TTY Conference
- Transferring a TTY Call
- Accessing Previous TTY Calls
- Placing an Outgoing TTY Call
- Changing from a TTY Call to a Voice Call
- Voice Communication Options for a TTY Call
- Releasing a TTY Call

### **Customizing Your 9-1-1 Software**

- Preferences
- Shortcuts

### **Adult Learning Techniques**

- Liability Issues
- The Adult Student
- Tips and Tricks of Successful Trainers
- Classroom Exercises

- Review Exercises
- Review Q&A

END OF CLASS

#### *Structure*

The instructor will provide a basic overview of the system architecture, and then use hands-on demos and exercises in order to explain and familiarize the



participants with the system. The last section of the course will allow participants to practice teach the 9-1-1 features to the class.

***Objectives***

This course is designed to provide trainers with the expertise to train call takers on the various Call taking phone features. This course covers the Agent training content in addition to the adult education skills required to effectively instruct the call takers at the PSAP.



## About the Instructors and Materials

Cassidian trainers are experienced instructors who have trained in a variety of system implementations and PSAP environments. These instructors will use their technical knowledge along with adult learning principles in order to effectively guide participants through the course content. One Cassidian instructor is allocated to each course, with a maximum class size of eight students.

### *Course Materials*

The following course materials are supplied for this course:

- Call taking Agent Student Training Manual
- Cassidian Train the Trainer Student Training Manual

## Course Policies

### *Student Responsibilities*

Students are required to attend the full duration of the course and participate in all hands-on activity. It is highly recommended that all students receive sufficient hands-on experience before the conclusion of the course.

### *Instructor Responsibilities*

Cassidian instructors will ensure that the students learn and receive timely feedback on their performance.





# Aurora Admin Training

## Course Syllabus

### Course Overview

Delivery method:	Cassidian Communications Instructor-led, hands-on
Course Duration:	1 day
Course Location:	On-site at customer's location
Audience:	Public Safety Answering Point (PSAP) personnel responsible for maintaining the MagIC users and configuring the reporting parameters.
Prerequisites:	<ul style="list-style-type: none"><li>- Windows application familiarity including mouse navigation and keyboard skills</li><li>- In-depth knowledge of PSAP day-to-day operation including call handling requirements</li></ul>
Special Instructions:	Training room must have functioning Aurora and connectivity to the ASM server and at least one workstation for training.

### Course Description

#### *Content*

This course typically occurs after the installation of an Aurora MIS system and sufficient data has been captured at the PSAP. The course content covers the management information system and generated reports. The detailed course content is as follows:

#### Introduction to Course

- Course Agenda
- Aurora Architecture

#### Configuring Aurora

- Setting up Aurora users via Windows Start > Administrative Tools > Active Directory Users and Computers



Aurora

- Creating Aurora Administrators and general Aurora users
- Using the Cassidian Communications Management Console (PMC) to verify agent First and Last names, configure Shift Management and Work Period Management, and perform Aurora Archives
- Configuring default user preferences and whether users can modify their user preferences
- Set up report groups (e.g., Agents, Consoles, and Class of Service)

#### Getting Started with Aurora

- Explanation of Various Components
- Reviewing the Aurora Interface
- Observing Call Details and History
- Accessing filters, event lists and details, statistics
- Displaying system status

#### Incident Detail Report (IDR)

#### Generating Reports

- Running Report Manager (Call Counts, Transfer Average, Trunk and Line Utilization)
- Applying Date range, filters and groups
- Scheduling reports
- Ad Hoc Report Builder

#### *Structure*

The instructor will provide a basic overview of the system, and then use hands-on exercises in order to explain and familiarize the participants with the system.

#### *Objectives*

This course is designed to provide PSAP administrators with the knowledge to display call activity at the PSAP as well as create and analyze reports for their PSAP.

### **About the Instructors and Materials**

Cassidian Communications trainers are experienced instructors who have trained in a variety of system implementations and PSAP environments. These instructors will use their technical knowledge along with adult learning principles in order to effectively guide participants through the course content. One Cassidian Communications instructor is allocated to each course, with a maximum class size of eight students.

#### *Course Materials*

The following course materials are supplied for this course:

- Aurora Administrator Guide
- Aurora PMC Administrator Guide



Aurora

## Course Policies and Certificate of Completion

### *Student Responsibilities*

Students are required to attend the full duration of the course and participate in all hands-on activity. It is highly recommended that all students receive sufficient hands-on experience before the conclusion of the course.

### *Instructor Responsibilities*

Cassidian Communications instructors will ensure that the students learn and receive timely feedback on their performance.

### *Certificate of Completion*

Once the participant is able to demonstrate that they understand the contents discussed in the course, a certificate of completion is granted. There is no formal test or written/practical exam.



Aurora

# Active View Admin Training

## Course Syllabus

### Course Overview

Delivery method:	Cassidian Communications Instructor-led, hands-on
Course Duration:	- 4 hours - time at customer's recommendation
Course Location:	On-site at customer's location
Audience:	Public Safety Answering Point (PSAP) administrators who are responsible for monitoring and statistical reporting
Pre-requisites:	- Windows application familiarity including mouse navigation and keyboard skills - In-depth knowledge of PSAP day-to-day operation including call handling requirements - Cassidian 9-1-1 Agent training course or familiarization with Cassidian 9-1-1 application
Special Instructions:	Training room must have functioning call processing system (9-1-1 solution and Active View) with at least one workstation running the applications

### Course Description

#### *Content*

This course typically occurs during or shortly after the installation of a call processing system. The course content covers the operation and analysis of the Active View follows:

#### **Introduction**

Course Objectives  
Related Materials and Courses

#### **Active View**

Exploring Active View Windows  
Handling Documents and Sessions  
Using Additional Features

### *Structure*

The instructor will provide a basic overview of the system architecture, and then use hands-on demos and exercises in order to explain and familiarize the participants with the system. Selected reports that are of interest to the PSAP will be generated and analyzed with the instructor.

### *Objectives*

This course is designed to provide PSAP administrators with the expertise to understand Active View and how it can be used to analyze the current activities of the PSAP.

## **About the Instructors and Materials**

Cassidian Communications trainers are experienced instructors who have trained in a variety of system implementations and PSAP environments. These instructors will use their technical knowledge along with adult learning principles in order to effectively guide participants through the course content. One Cassidian Communications instructor is allocated to each course, with a maximum class size of eight students.

### *Course Materials*

The following course materials are supplied for this course:

- Active View Student Training Manual

## **Course Policies and Certificate of Completion**

### *Student Responsibilities*

Students are required to attend the full duration of the course and participate in all hands-on activity. It is highly recommended that all students receive sufficient hands-on experience before the conclusion of the course.

### *Instructor Responsibilities*

Cassidian Communications instructors will ensure that the students learn and receive timely feedback on their performance.

### *Certificate of Completion*

Once the participant is able to demonstrate that they understand the contents discussed in the course, a certificate of completion is granted. There is no formal test or written/practical exam.



# Admin Training

## Course Syllabus

### Course Overview

Delivery method:	Cassidian Communications Instructor-led, hands-on
Course Duration:	- 1 ½ days - time at customer's request
Course Location:	On-site at customer's location
Audience:	Public Safety Answering Point (PSAP) administrators who are responsible for setting up the 9-1-1 application for the call takers
Pre-requisites:	<ul style="list-style-type: none"><li>- Windows application familiarity including mouse navigation and keyboard skills</li><li>- Experience in a LAN environment with setting up user groups and security levels for users</li><li>- In-depth knowledge of PSAP day-to-day operation including call handling requirements</li></ul>
Special Instructions:	Training room must have functioning Call processing system with enough workstations for student hands-on activity and ability to place test 9-1-1 and admin calls.

### Course Description

#### *Content*

This course is typically one of the first courses to occur during or shortly after the installation of a Call processing system in order to set up the application before the call taker courses. The course content covers the configuration of the 9-1-1 call



taker application through to the features that will be used by the PSAP. The course content is as follows:

### **Introduction**

- Course Objectives
- Related Materials and Courses
- Hardware

### **Getting Started**

- Starting the 9-1-1 Software
- Logging On/Off
- Exploring the Main Screen
- Main Screen Buttons
- Windows Terminology

### **Basics of Answering 9-1-1 and Administrative Calls**

- Types of Calls
- Call Flow
- Making Yourself Unavailable and Available
- Answering Emergency Calls
- About Selective Answer
- Call Information Window for Emergency Calls
- Answering Administrative Calls
- Call Information Window for Administrative Calls
- Line Button State Indicators
- Selective Transfer Agencies (STA)
- Placing a Call on Hold
- Refusing Calls
- Mute
- Releasing an Emergency Call
- Releasing an Administrative Call

### **Multiple Participant Features**

- Supervised Circuit Definition
- Transferring a Call
- Transferring by Conferencing
- Transferring Calls Step by Step
- Quick Transferring
- Barge In on a Call
- Using Call Park

### **Additional Features**



What is ALI?

Performing a Manual ALI Query

Sending ALI to an Emergency Response Agency

Adding Comments to the Call History

Automatic Ringback

Accessing Previous Calls

Using Speed Dial

Using Response Agents

Using the Keypad

Redialing Numbers

Using the Abandoned Call Button

Using Forward

Using Messenger

### **TTY Calls (Emergency and Administrative)**

Understanding TTY Calls

Types of TTY Communications

Automatic Invitation Message

Answering a TTY Call

Using the TTY Interface Window

Creating a TTY Conference

Transferring a TTY Call

Accessing Previous TTY Calls

Placing an Outgoing TTY Call

Changing from a TTY Call to a Voice Call

Voice Communication Options for a TTY Call

Releasing a TTY Call

### **Customizing Your 9-1-1 System**

Preferences

Shortcuts

END OF AGENT TRAINING CONTENT

### **Configurator**

Starting Configurator

Logging On and Off

Exiting Configurator

Main Menu Access Configuring User Accounts

User Profiles Page

User Profile Details Page

User Accounts Page

### **Getting Started with 9-1-1 Software**



Starting the 9-1-1 Software  
Logging In/Out  
Windows Terminology

### **9-1-1 Configuration**

New User Login  
Configuring the 9-1-1 Workstation  
Restoring the Workstation Layout

### **Additional 9-1-1 Settings**

Configuring System Sounds  
Enabling Auto Answer and Auto Greeting  
Assigning Relays

Review Exercises  
Review Q&A

END OF CLASS

### ***Structure***

The instructor will provide a basic overview of the system architecture, and then use hands-on demos and exercises in order to explain and familiarize the participants with the system.

### ***Objectives***

This course is designed to provide the PSAP administrators with the expertise to understand the 9-1-1 application and fully configure it before the call taker courses start. This course covers the Agent training content in addition to the configuration of the software.

## **About the Instructors and Materials**

Cassidian Communications trainers are experienced instructors who have trained in a variety of system implementations and PSAP environments. These instructors will use their technical knowledge along with adult learning principles in order to effectively guide participants through the course content. One Cassidian Communications instructor is allocated to each course, with a maximum class size of eight students.

### ***Course Materials***

The following course materials are supplied for this course:

- Agent Student Training Manual



- Admin Student Training Manual

## **Course Policies and Certificate of Completion**

### ***Student Responsibilities***

Students are required to attend the full duration of the course and participate in all hands-on activity. It is highly recommended that all students receive sufficient hands-on experience before the conclusion of the course.

### ***Instructor Responsibilities***

Cassidian Communications instructors will ensure that the students learn and receive timely feedback on their performance.

### ***Certificate of Completion***

Once the participant is able to demonstrate that they understand the contents discussed in the course, a certificate of completion is granted. There is no formal test or written/practical exam.





## Section 9. Project Manager

Per your request, Motorola has listed the Project Manager's Resume below.

Name	Mark Holloman
	Naber Certified Technician. 32 years of on-going product, service, and technology training through Motorola local and out of state training facilities and seminars.





## Section 10. Warranty and Maintenance

### 10.1 Introduction

Motorola provides an integrated total support plan for service, support and repair of your communications network. Our comprehensive support services can help reduce your total cost of ownership and ensure service availability, while helping you cost-effectively deliver new network capabilities. The services described in this section are designed to provide complete support of the network and ensure optimal efficiency, security and reliability of your investment.

**Table 10-1: Warranty Support Services**

Motorola Support Services
Standard Warranty Services
Dispatch Service – 7x24x365
Technical Support - 7x24x365
On Site Infrastructure Response – 2 Hour Response
Infrastructure Repair
Software Support
Security Management – Virus Protection & Patch Management

### 10.2 Standard Warranty Services

Motorola’s standard warranty program consists of a one-year parts and labor warranty from date of system acceptance on all new equipment.

#### 10.2.1 Dispatch Service

Motorola’s System Support Center (SSC) is the single point of contact for all service issues. With Dispatch Service, one phone call to the SSC and the system response and restoration process begins immediately. Dispatch ensures that local, trained and qualified technicians will arrive on location within hours to diagnose and restore the

The field technician performs first level trouble-shooting, provides information regarding the system condition, removes any failed components for repair, and reinstalls new or reconditioned components. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

#### 10.2.4 Infrastructure Repair Service

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

#### 10.2.5 Software Support

Due to normal advancements in technology, individual components within the E911 platform will require periodic update and replacement to mitigate network vulnerabilities and address technology obsolescence. Software Support complements the lifecycle of the E911 system by providing periodic software updates which safeguard and enhance the operation, and extend the lifespan of the E911 system.

Regular updates ensure commercial software remains within the OEM support coverage and may provide operational enhancements of previously purchased features. Software Support not only provides a simple approach to updating the system, but you can also realize up to 80% cost savings compared to individual procurement of software updates. The fixed price annual subscription also provides an approach for consistent budget planning and cost containment against unexpected changes. It is a flexible lifecycle management solution that allows you to implement updates on your own schedule and incur hardware and implementation services expense at the time of upgrade.

### 10.3 Security Management – Virus Protection & Patch Management

Security Management includes Virus Protection and Patch Management and is specifically designed for IP-based networks. This service includes remote, schedulable delivery of critical Antivirus Definitions (Updates) to call center computers eliminating unmanageable and costly manual delivery of updates.



provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return-On-Investment.

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our technologists actively monitor your network to maximize network uptime and overall preparedness for the expected and unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Monitoring and Response is a vital component of an intelligent communication support plan that keeps your business operating smoothly, your costs down, and assures maximum preparedness at all times.

## 10.5 Summary

Motorola's Support Services ensure peak network and operational performance by offering a diverse portfolio of scalable support services. Motorola has an extensive service organization to provide local, trained, and qualified service personnel to manage your communications network. Motorola's Support Services focuses on performance, both technological and operational, to maximize the efficiency and security of your communications network. These services can help increase both the availability and the operating efficiency of your network, while effectively managing costs and ensuring the safety of your employees and the citizens they protect.



Motorola's in-depth and first-hand knowledge of mobility – communications processes, technologies and integrated solutions is invaluable. We have more than 80 years of experience in designing, building, maintaining and managing large, complex mobile networks. Our 6,500 Motorola Services professionals and over 8,000 world-class partners and certified subcontractors, have the support of a global network of R&D centers and test labs, as well as Motorola service and support centers at local, regional and national levels. Few organizations claim to offer such a complete range of professional services within the communications industry. Even fewer are prepared to deliver.





## Section 11. Pricing – Equipment List

Motorola has attached the required Equipment List for Cherokee County on the following pages. Exhibit A – Proposal Form is in Section 12 of the RFP.

**Motorola Confidential Restricted**  
Use or disclosure of this proposal is  
subject to the restrictions on the title page

**Cherokee County, Georgia**  
Request for Proposals – E-911 Telephone System – RFP # 2012-22  
June 5, 2012

Pricing – Equipment List

11-1

**VESTA 4.0 System**

Qty.	Part No.	Description
2	873099-00104.0U	CCINC 4.0 L/D/M/ UPGD
2	873099-03002U	CCINC 4.X CAD INTFC LIC UPGD
1	TBD	IP 8 RELAY UNIT
1	809800-35065	CCINC 4. X SYS CFG
4	62040-G614402	SVR BASE RACK DL380/G7
4	06500-00201	2-POST RELAY RACKMNT KIT
8	64000-20057	HARD DRIVE 300GB SAS 10K
<p><i>Note: (2) Drives for mirrored array in PTS server and (2) Drives for mirrored array in PCS server.</i></p>		
2	04000-30182	USB TO SERIAL HUB KIT
2	65000-00109	RISER CAGE PCI-X DL380/G7
2	04000-00397	SVR WIN 2008 + 10 CAL
2	04000-00140	CCINC 4.X MDS CENT OS
4	809800-35065	CCINC 4. X SYS CFG
<p><b>Workstation Equipment</b></p>		
12	873099-00304.0U	CCINC 4.X PER SEAT LIC UPGD
12	61000-409602W7	WKST HP Z210 WIN7
12	63002-192808	MNTR 19IN W/SPKRS BLK NEC
12	64007-50016	KEYPAD 24KEY W/12FT CBL
12	853004-00401	SAM EXT SPKR KIT
12	853030-00302	CCINC 4.X SAM SENT HDWR KIT
12	809800-35106	CCINC 4.X IWS CFG
12	809800-35108	CCINC 4.X STAGING FEE PP
1	870890-07501	CPR/SYSPREP IMAGING
<p><b>4.X IRR Module</b></p>		
12	3210772-10-SR01	CCINC 4.X IRR KIT/UPG

2	873099-00702	<b>4.X Monitor</b> CCINC 4.X MNTR VIEW SW LIC
12	873099-00802	<i>Note: (1) Viewing License to be installed in Supervisor's positions, (1) on Aurora Admin position.</i> CCINC 4.X AGENT MNTR LIC
		<b>Enclosure, Peripherals &amp; Gateways</b>
1	06500-55053	EQPMT RACK 19 INCH
1	04000-31501	CCINC 4.X ALARM PANEL
1	863014-00103	CCINC 4.X PERIPHERALS
1	850830-03011	MODEM PKG 56K EXT
2	04000-01051	SWITCH 24-PORT 2960
2	2213937-1-SR1	FXO GATEWAY 8-PORT
2	2213939-1-SR1	FXS GATEWAY 8-PORT
1	04000-11040	FIREWALL S1104 APPL
1	809800-00201	VPN CONFIG SERVICE
1	04000-01584	BLK BX TL158A-R4 DATACAST
2	64034-50018	4911 S MODEM
1	TBD	MNTR 19IN RACK KYBD 1U BELKIN
1	TBD	BRKT 2POST RACKMNT KYBD 1U BELKIN
1	04000-008B8	KVM 8-PORT SWITCH
1	04000-00612	CBL KVM PS/2 CONSOLE
8	04000-60614	CBL KVM PS/2 PC
1	04000-RMU19	BRKT 19IN RACK ARBITR 8P
1	64040-60019	PRINTER USB COLOR
1	65000-03133	CBL USB SHLD M/M 10FT
		<i>Note: Backroom maintenance printer.</i>

**Aurora 2.0 - MIS System**

Qty.	Part No.	Description
1	873399-00102.0	AURORA 2.0 DOC/MEDIA
1	873391-00501	AURORA STD LIC
12	873391-00201	AURORA COLLECTION LIC
<b>Aurora Optional Modules</b>		
1	873391-00901	AURORA ADV RPT PKG LIC
<b>Aurora Server Equipment</b>		
1	62040-G614402	SVR BASE RACK DL380/G7
1	63002-172805	MNTR 17IN W/SPKRS NEC
1	06500-00201	2-POST RELAY RACKMNT KIT
4	64000-20057	HARD DRIVE 300GB SAS 10K
1	64000-20061	HARD DRIVE 600GB SAS 10K
<i>Note: 600GB HD to be configured as backup drives.</i>		
3	64000-40090	4GB RAM SVR
1	04000-00396	SVR WIN 2008 + 5 CAL
1	04000-00340	SQL 2008R2 SVR RUN ENT
1	04000-00426	PRESENT TENSE CLIENT
1	809800-01416	MIS SVR CFG

2	873391-00301	<b>Aurora Standalone Monitoring Admin Workstation Equipment</b>
2	04000-00339	AURORA USER LICENSE SQL 2008R2 CAL RUN ENT
1	61000-409602W7	<i>Note: (1) Monitoring License to be installed in Supervisor's positions, (1) on Aurora Admin position.</i> WKST HP Z210 WIN7
1	63002-192808	MNTR 19IN W/SPKRS BLK NEC
1	809800-00102	GENERIC WKST CFG FEE
1	06500-55053-S	<b>Enclosure, Peripherals &amp; Equipment Racks</b>
1	65000-00002	RACK EQUIP SERVER 19INCH
1	65000-00124	CBL PATCH 3FT, PNL TO SW CBL PATCH 15FT
1	64040-60020	<b>Aurora Printers</b>
		PRINTER USB B/W LASERJET
1	65000-03133	<i>Note: Laserjet Black and White printer. Recommended monthly volume, 250 to 1,500 pages</i> CBL USB SHLD M/M 10FT

**System Integration, Training & Warranty Services**

Qty.	Part No.	Description
1		<b>System Integration</b> Project Management, Post-Sale Engineering, System Technologist, Installation, Warranty
16	809800-14186	<b>Security Management Solution</b>
16	809800-14152	Security Management 3.0 Implementation and 1 year service
40	000000-08531	<b>Training</b>
6	000000-08532	SENTINEL PATRIOT AGENT
17	000000-08534	SENTINEL PATRIOT AGT TTT
17	000000-08537	SENTINEL PATRIOT ADMIN
17	000000-08537	SEN MON & STATS ADMIN
17	000000-24404	AURORA ADMIN TRAINING
3	809800-00114	TRAVEL EXPENSE
16	809800-00115	DAILY TRAINER EXPENSE
		<b>Freight</b> FOB Destination

**Mandatory System Options**

Qty.	Part No.	Description
1		<b>Geo-Diverse Centralized Equipment</b>
1		<b>Remote Monitoring</b>
1		<b>Spares</b>
1		<b>Uninterrupted Power Supply - 7 Minutes</b>
1		<b>Uninterrupted Power Supply - 17 Minutes</b>
3		<b>Portable Answering Point (CommandPost)</b>
3	873099-00304.0	CCINC 4.X PER SEAT LIC
3	DISCOUNT	CASSIDIAN LOYALTY DISCOUNT
3	61050-F409631-W7	LAPTOP E6420 WIN7 3YR
3	04401-00094	BATTERY 6-CELL LITH ION
3	853004-00302	CCINC 4.X SAM CPOST HDWR KT
3	809800-35106	CCINC 4.X IWS CFG

3	809800-35108	CCINC 4.X STAGING FEE PP WarrantyResponse Service
3	873099-00502	Cassidian 4.X IRR Module CCINC 4.X IRR LIC/DOC/MED
3	873099-00802	Cassidian 4.X Monitor CCINC 4.X AGENT MNTR LIC
3	873391-00201	Aurora - MIS System Licensing & Support AURORA COLLECTION LIC

Mandatory System Options

**Post-Warranty Maintenance Services**

Qty.	Part No.	Description
1		Standard Centralized E911 System Includes 7 x 24 x 365 Wrap
1		Geo-Diverse Centralized Equipment
1		Remote Monitoring
3		Portable Answering Point (CommandPost)

**Quote Summary**

<b>PRODUCT</b>
VESTA 4.0 System
Aurora - MIS System
System Integration, Managed Services & Training
Mandatory System Options
<b>SYSTEM PRICING LESS MANDATORY OPTIONS</b>
Customer Loyalty Discount Incentive
<b>PURCHASE PRICE LESS MANDATORY OPTIONS</b>

\* Motorola's service provider is certified by Cassidian Communications to work on the proposed equipment.

**Configuration Notes**

Existing VSTD System with MagIC, 12 positions - migrating to CCINC 4.X with Aurora.



## Section 12. Pricing – Exhibit A – Proposal Form

Motorola has attached the Exhibit A – Proposal Form required for Cherokee County on the following pages.

**Motorola Confidential Restricted**  
Use or disclosure of this proposal is  
subject to the restrictions on the title page

**Cherokee County, Georgia**  
Request for Proposals – E-911 Telephone System – RFP # 2012-22  
June 5, 2012

EXHIBIT  
"A"

RFP2012-22 Proposal  
Form  
Cherokee County E-911 Telephone  
System

The undersigned attests by signature that he/she has read and will comply with all provisions of this RFP package, including Addenda Numbers: One & Two

Proposal value (not to exceed) for Turn-key VoIP E-911 Telephone System, inclusive of all hardware, software, installation, commissioning, acceptance testing, training and initial twelve (12) month warranty, to include all software upgrades, patches and fixes.

\$ 407,130.00 for Single Site System

Proposal value (rate per hour) for any incremental training in subsequent years at the County's sole option:

\$ "Please see statement below marked (\*1)"

Trade-in value for existing system, if applicable. This will be reviewed at the County's sole discretion and is not to be assumed as part of your not-to-exceed value above:

(\$ 12,000.00 Customer Loyalty Discount)

Proposal value (annualized value, but payable in quarterly installments) of warranty/maintenance coverage, if desired at the County's sole discretion:

\$ 58,218.00 Year 2 – Post-Warranty Maintenance

\*1 "Train the Trainer" classes for six (6) County personnel and access to training materials has been included in this proposal. Those personnel will be supplied with training manuals on CD, and will be able to conduct future training. The cost of instructor led training depends on the class requested, the number of students, and the location. "On-site" instructor led training is available for a minimum of 6 students, which includes cost for trainers to travel to the customer location. Instructor led classes are available at Cassidian Communications in Temecula California and Chicago, Illinois. Pricing for instructor led training is supplied upon request.

Submitted by:

Marshall Wright (Signature)

Marshall Wright (Typed Name)

MSSSI Vice President and Director, Sales (Title)

Motorola Solutions. Inc. (Company Name)

1700 Belle Meade Court (Mailing Address)  
Lawrenceville, GA 30043

770-338-3107 (Phone Number)

marshall.wright@motorolasolutions.com (E-mail Address)

May 29, 2012 (Date)

**Cherokee County – E911 Telephone System RFP2012-22**

**Mandatory System Option Pricing**

<b>No.</b>	<b>Item Description</b>	<b>Per Unit Cost</b>	<b>1<sup>st</sup> Year Maintenance</b>
6.1	Portable Answering Position	\$18,180.00	\$4,171.00
6.2	Dual Redundant Configuration	Included	
6.3	Remote Positions	N/A	
6.4	Remote Monitoring	\$16,621.00	\$14,623.00
6.5	Emergency Notification System	N/A	
4.1.6	Geo-Diverse Ready Backend	\$42,529.00	\$1,276.00
2	Uninterrupted Power Supply	\$23265.00 or \$25628.00	
4.2.37	Recommended Spares – Patriot	\$5,870.00	
4.2.37	Recommended Spares – Aurora	Not recommended	
4.5.5	Aurora Advanced Reporting Package	Included	Included

\*Warranty year pricing is included with Per Unit Cost. 1<sup>st</sup> Year Post-Warranty Maintenance is in last column.



## Section 13. Noncollusion Affidavit of Prime Bidder

Motorola has attached the required signed Noncollusion Affidavit for Cherokee County on the following pages.

EXHIBIT "B"

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA

COUNTY OF CHEROKEE

Marshall Wright, being first duly sworn, deposes and says that:

(1) He is Representative (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting their preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid, including but not limited to O.C.G.A. § 36-91-21(d).

(Signed)

*Marshall Wright*

Subscribed and Sworn to before me

(Name)

Marshall Wright

this 29<sup>th</sup> day of MAY, 2012.

Title MSSSI Vice President and Director, Sales

*Marshall Wright* *Annette Mullan*

My Commission Expires 1-13-14

Date





## Section 14. Certificate of Review/Acceptance – Exhibit C

Motorola has attached the required signed Certificate of Review of Professional Services Agreement for Cherokee County on the following pages.

EXHIBIT "C"

CERTIFICATION OF REVIEW AND ACCEPTANCE  
OF PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Cherokee County, Georgia

CONSULTANT'S NAME: Motorola Solutions, Inc.

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

**CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:**

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

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

See attached Redline Professional Service Agreement.

**THE UNDERSIGNED FURTHER UNDERSTANDS AND ACCEPTS** that such submitted exceptions and/or qualifications may cause Cherokee County to determine the Proposal to be non-responsive and the Consultant to be non-responsible, and that Cherokee County may fully reject the Proposal and select another Consultant based upon the noted or described exceptions and/or qualifications hereto. Such a determination by Cherokee County shall not be a cause of action by the Consultant against Cherokee County.

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

Signed: Mark Wiff (SEAL, REQUIRED IF CORPORATION)

This 29 day of May, 2012.

NOTARY AND WITNESS: County of Gwinnett State of Georgia

Notary Public: Janette Mullan  
(SEAL, REQUIRED)



Witness: Charles Sho



## Section 16. Contractual Documentation

Motorola has attached the Contractual Documentation listed below for Cherokee County on the following pages.

- 16A. Clarifications/Exceptions
- 16B. Memorandum of Insurance
- 16C. Exhibit B – Payment Terms



## Section 16.A Clarifications - Exceptions

Motorola and Cassidian Communications have attached their Clarifications and Exceptions for Cherokee County on the following pages.

## **Clarifications to Cherokee County, GA**

### **RFP No. 2012-22 for E911 Digital Telephone System Upgrade**

#### **Additional Terms and conditions to the Professional Services Agreement**

**Motorola's Proposal is subject to the following exceptions and additional professional services terms; and for the sale of equipment and software, the merger of the terms of the enclosed Motorola Communications System Agreement ("CSA").**

#### **Clarifications to the RFP Professional Services Agreement:**

**Sec. 1, Title p. 2.** Title to equipment and risk of loss will pass upon shipment per the terms of Sec. 5.3 of the CSA.

**Sec. II.A, p. 2.** Please delete "sole discretion" and replace with "per the terms of the final Agreement." Also, please delete the last sentence, "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." It conflicts with the terms of Sec. IIB. The parties should mutually agree to all changes.

#### **Additional Terms to the Professional Services Agreement terms:**

Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

Motorola will assign qualified employees who have the requisite experience and competencies to perform the Services with reasonable skill and care. Motorola will provide and furnish all material, labor, supervision, tools, apparatus, equipment and incidental expenses for accomplishing the Services with the exception of those items mentioned in this Agreement to be provided by Customer.

If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from offering or selling the recommended products or other services to Customer. If Customer is a governmental body or agency, it represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services. If Customer delays Motorola's performance of the Services, modification of the performance schedule or an increase in the Contract Price may occur.

During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

Customer will reimburse Motorola for all documented reasonable travel and other expenses (over and above the normal daily expenses of working and commuting) provided by Motorola in connection with Services furnished under this Agreement.

✓ **PRESERVATION OF PROPRIETARY RIGHTS.** Each party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a party's Proprietary Rights to the other party.

**LIMITATION OF LIABILITY.** Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, or otherwise, will be limited to the direct damages recoverable under law for the professional services rendered, but not to exceed the Contract Price or \$250,000, whichever is greater. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT** be liable for any commercial loss; inconvenience; loss of use, Time, DATA, GOOD WILL, REVENUES, profits or savings; or other SPECIAL, incidental, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

### **Procurement Ordinance:**

**Exception re Cost and Pricing Data; Right to Audit Records.** Motorola Solutions, Inc.'s ("Motorola") is primarily a manufacturer and supplier of commercial products and services. As such, Motorola generally (i) does not enter into Cost Accounting Standards ("CAS") covered contracts; (ii) does not accept contracts where its confidential and proprietary certified cost or pricing data is required to be provided; (iii) does not maintain an estimating system such as described in Cherokee County's Procurement Ordinance §2-5-3.10; (iv) generally does not provide certified cost information; and v) does not calculate or submit cost-based labor rates, or indirect costs, except as commercial rates.

In the belief that the County's ordinance was drafted to complement the comparable FAR 15.403-1 (b) (3), please note that in the Federal regulations, suppliers of commercial items are exempt from the requirements to provide certified cost or pricing data, in recognition of the fact that 1) commercial companies that supply commercial items in most cases do not have the accounting system to provide cost information to support pricing, and 2) generally commercial items are sold based upon catalogue-based list pricing and discounts. Motorola's products and services are generally considered to be commercial items as defined in the Federal regulations and therefore generally an exemption applies to providing certified cost or pricing

The Federal regulations further provide that when the Buyer is determining the reasonableness of the price of a commercial item, and the County should use **Price** analysis techniques, in lieu of **cost** analysis techniques. In the event of a change order or other request by the County for cost and pricing data, and complete, accurate and current pricing, Motorola will only agree to provide the following price analysis techniques in connection with a final contract:

- 1) Current contract pricing pursuant to the final contract between the County and Motorola;
- 2) Comparison of proposed prices received in response to the solicitation. Normally, adequate price competition establishes a fair and reasonable price.
- 3) Comparison of proposed prices to historical prices paid with other GA government entities, for the same or similar items. This method may be used for commercial items including those "of a type" or requiring minor modifications. Expert technical advice should be obtained when analyzing similar items, or commercial items that are "of a type" or requiring minor modifications, to ascertain the magnitude of changes required and to assist in pricing the required changes.
- 4) Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
- 5) The County's independent comparison of proposed prices with prices obtained through market research for the same or similar items.

**Cherokee County, GA  
Request for Proposal  
E9-1-1 System  
RFP #2012-22**

**Cassidian Communications Legal Exceptions**

The Product Supply and Distribution Agreement by and between Motorola, Inc. ("Channel Partner") and Cassidian Communications, Inc. (formerly Plant Equipment, Inc) dated July 1, 2005 ("Master Agreement") will control the sale of products/services to Channel Partner for this end user.

RFP Section	Title	Language	Exceptions to the RFP
Section 2-5-4.05 (Procurement Ordinance)	Right To Audit	<i>Contract audit.</i> The county shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.	Cassidian Communications' RFP response to Channel Partner is conditioned upon any resulting order to Cassidian Communications being made pursuant to and governed by the Master Agreement. While Cassidian Communications will generally not enter into terms and conditions or "flowdowns" from Channel Partner's contract with end user in this circumstance Cassidian Communications will accept the flowdowns described herein.
Section IV. J. 1 (Professional Services Agreement)	Employment of Unauthorized Aliens Prohibited	<i>Employment Eligibility Verification and compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02</i>	Cassidian Communications' RFP response to Channel Partner is conditioned upon any resulting order to Cassidian Communications being made pursuant to and governed by the Master Agreement. While Cassidian Communications will generally not enter into terms and conditions or "flowdowns" from Channel Partner's contract with end user in this circumstance Cassidian Communications will accept the flowdowns described herein.



## Section 16.B Memorandum of Insurance

Motorola has attached the required Memorandum of Insurance for Cherokee County on the following pages.



**MEMORANDUM OF INSURANCE**

<b>PRODUCER</b> AON RISK SERVICES CENTRAL, INC. AON CENTER 200 EAST RANDOLPH STREET CHICAGO, ILLINOIS 60601 <small>D/B/A Aon Risk Insurance Services of Illinois, CA License #0095623</small>	<b>THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.</b>
	<b>COMPANIES AFFORDING COVERAGE</b>
	COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY
	COMPANY B LIBERTY INSURANCE CORPORATION
<b>INSURED</b> MOTOROLA SOLUTIONS, INC. AND ITS SUBSIDIARIES 1303 EAST ALGONGUIN ROAD SCHAUMBURG, IL 60196	COMPANY C
	COMPANY D

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> -Commercial General Liability -Occurrence	TB2-641-005169-071	7/01/2011	7/01/2012	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	Included
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURENCE	\$1,000,000
					FIRE DAMAGE (any one fire)	\$250,000
					MED EXP (any one person)	\$10,000
A	<b>AUTOMOBILE LIABILITY</b> -Any Auto	AS2-641-005169-011 (Domestic Auto- All Sates)	7/01/2011	7/01/2012	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	<b>GARAGE LIABILITY</b>					
	<b>EXCESS LIABILITY</b>					
B	<b>WORKERS COMP &amp; EMPLOYER'S LIABILITY</b>	WA7-64D-005169-081 (Deductible)	7/01/2011	7/01/2012	<input checked="" type="checkbox"/> WC Statutory limits	
B		WC7-641-005169-091 (Retro)			EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
	<b>OTHER</b>					

**FOR INFORMATIONAL PURPOSES ONLY**



## Section 15. Professional Services Agreement - Redlined

Motorola has attached the required signed Professional Services Agreement - Redlined for Cherokee County on the following pages.

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is effective as of this \_\_\_\_\_

day of

,20

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

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as \_\_\_\_\_; 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**

\_\_\_\_\_

**B. The Work**

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

\_\_\_\_\_

**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 \_\_\_\_\_. 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.

## II. WORK CHANGES

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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 net thirty (30) days of date 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 ~~the date approval of the invoice by County staff.~~

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B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \_\_\_\_\_, except as outlined in Section II(C) above. Motorola will invoice per mutually agreed upon milestone schedule as milestones are completed.

~~The compensation for Work performed shall be based upon \_\_\_\_\_ [specify hourly rate, flat fee, or other basis] \_\_\_\_\_~~

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 due for Work for that particular month.

percent of the total amount

#### 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

\_\_\_\_\_ 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 and protecting Consultant and County 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-Commercial~~ 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-Business~~ 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; are the responsibility of the Contractor~~

(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-included~~ as additional 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, or employees, ~~agents or volunteers.~~
- (ii) The Consultant's insurance coverage shall be primary ~~nonecontributing~~ insurance as respects to any other insurance or self-insurance available to the County, its officials, or employees, ~~agents or volunteers.~~ Any insurance or self-insurance maintained by the County, its officials, or 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.~~

**Comment [FC1]:** Blanket endorsements are considered part of the policy coverage form

(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 an Acord form certificates of insurance ~~and endorsements to the policies~~ evidencing coverage required by this Article after contract execution or prior to the start of work. The Acord form certificates of insurance ~~and endorsements for each insurance policy are~~ to be signed-issued 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 upon or 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 similar~~ requirements stated in this Agreement, including but not limited to naming-including the parties as additional insureds.

- ~~(8) Claims-Made Policies:~~

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

- ~~(9) County as Additional Insured and Loss Payee:~~

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

**J. Employment of Unauthorized Aliens Prohibited**

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

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Consultant shall provide evidence on County-provided forms, attached hereto as

Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that its has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

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

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

Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1.02. Consultant's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

- 500 or more employees.
- 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).

**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, public contracts, ~~or vouchers~~, or other official documentation evidencing in proper detail the nature and propriety of the charges. All ~~checks, payrolls, invoices, public 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 nonproprietary or confidential 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 and~~ invoices, materials, payrolls, ~~records of personnel,~~ conditions of employment and or data relating to all matters covered by this Agreement. Motorola will cooperate with an audit; however, Motorola will not be required to disclose its confidential and proprietary cost or pricing data, which is not disclosed or provided to customers.

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. [This section will need to be augmented by Sec. 15.1 of Motorola's Communications System Agreement ("CSA").

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 (such as promotion, resignation, transfer, reassignment, termination, medical leave, etc.) 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 \_\_\_\_\_, 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 thirty (30) 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 of notification.

**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. [This provision will need to be augmented by the limitation of liability set forth in the list of Clarifications to this Agreement.]

## 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 \_\_\_\_\_ for the County and \_\_\_\_\_ for the Consultant.

### B. Official Notices

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

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

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

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

\_\_\_\_\_  
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 or Consultant 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~~ either party 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~~ other party'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:**

MARSHALL WRIGHT

By: *Marshall Wright*

ITS: MSSI Vice President and Director, Sales

[CORPORATE SEAL] \_\_\_\_\_

SIGNED, SEALED, AND DELIVERED

*Chadene Shaw*

Witness

*Annette Mullan*

Notary Public

[NOTARY SEAL]

My Commission Expires:

1-13-14



**CHEROKEE COUNTY**

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

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

[COUNTY SEAL]

**SIGNED, SEALED, AND DELIVERED**

in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_



## Section 16.C Exhibit B – Motorola's Payment Terms

Motorola has attached its Payment Terms for Cherokee County on the following pages.

## **Exhibit B**

### **Payment Schedule**

The Contract Price in U.S. dollars is \_\_\_\_\_. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 1) 15% of Contract Value upon Execution;
- 2) 15% of Contract Value upon completion of CDR
- 3) 30% of Contract Value upon shipment of Equipment
- 4) 30% of Contract Value upon completion of Install
- 5) 5% of Contract Value upon completion of Cutover
- 6) 5% of Contract Value upon System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



## Section 17. Product Literature

Motorola has attached its Product Literature for Cherokee County on the following pages.



## SENTINEL® COMMANDPOST™

### Mobile Call Center Solution

The Sentinel® CommandPost™ call processing solution is a unique and cost effective mobile solution for emergency call centers in need of setting up a temporary call center. From Cassidian Communications, an EADS North America company, the Sentinel CommandPost solution can serve as a backup to a primary call center in addition to providing on-scene call handling, such as the scene of an emergency situation or disaster.

#### Backup, Disaster Recovery and Overflow Operations

When an emergency situation arises, an immediate need to evacuate the call center without advance warning may be imminent. With the Sentinel CommandPost solution, public safety officials simply move to a prearranged backup site – or any appropriate location – plug into power and network lines, and begin answering calls. The Sentinel CommandPost solution can be connected via wireline or wireless Internet connection via VPN back to the primary Sentinel® Patriot®

controller, providing many options to the existing and future call center including contingency planning and additional flexibility in general day-to-day operations.

#### Reliable Service Under Unexpected Conditions

The system supports quick and easy setup of remote answering positions in the event of a call center evacuation, emergency and disaster recovery management, and special event handling, to provide emergency response services from virtually any location. Designed to meet the exacting standards of the public safety sector, the Sentinel CommandPost solution is lightweight, portable and robust.

#### Familiar Sentinel® 9-1-1 Software

The same, easy-to-use Sentinel 9-1-1 software already running in your primary call center is presented in a ruggedized mobile package providing all of the familiar call handling features.





## AURORA®

### Advanced MIS Solution For Next Generation Emergency Call Center Management

Legacy management information systems (MIS) have provided the emergency call center with basic, but specific reporting needs providing call counts and answer durations. Reporting was simple, but over time fell short of what is possible with new state-of-the-art business intelligence solutions.

Recently, there has been a growing need for more advanced data mining capabilities, such as a report providing the duration of delay between receiving phase 1 and phase 2 automatic location information (ALI) records. This type of advanced reporting was not possible with legacy MIS solutions, but it is available with the Aurora® MIS solution from Cassidian Communications, an EADS North America company.

allowing users to build customized, ad hoc reports or dashboards.

The Aurora solution also adds a number of new emergency call center key performance indicators (KPIs). Agent efficiency factor and ready/not-ready ratio are just a couple of the new KPIs that are automatically pre-calculated and available in the Aurora solution's data warehouse.

A new and improved Aurora solution offers an advanced, but intuitive reporting engine and data mining solution. It provides easy to run standard reports while at the same time

The Aurora solution automatically associates related events, simplifying incident reconstruction, organization, searching and archiving. The Scenario Management System allows users to



A powerful set of standard features and effortless integration with NG9-1-1 media and data sources makes Aurora® ideal for the mission-critical environment.





# ***PlantCML*** ***Managed Services***

Product Brief

851464-01401  
Released  
9/21/07



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

**PLANT**  **CML**

PUBLIC SAFETY | EMERGENCY RESPONSE | SYSTEMS MANAGEMENT

# User Information

## Technical and customer support

We welcome your questions and comments.

For technical support, contact us at:

- ✓ Temecula: 1-800-491-1734
- ✓ Gatineau: 1-800-265-8325
- ✓ International: 1-951-719-2895
- ✓ Temecula Fax: 1-951-296-2792
- ✓ Gatineau Fax: 1-819-778-3408
- ✓ Temecula E-mail:  
TSupport@plantcml.com
- ✓ Internet: <http://www.plantcml.com>

For product inquiries, contact us at:

- ✓ Temecula: 1-800-491-1734
- ✓ Gatineau: 1-819-778-2053
- ✓ International: 1-951-719-2895
- ✓ Temecula Fax: 1-951-296-2727
- ✓ Gatineau Fax: 1-819-778-3408
- ✓ Temecula E-mail:  
Info@plantcml.com
- ✓ Gatineau E-mail:  
insidesales@cmles.com
- ✓ Internet: <http://www.plantcml.com>

For documentation feedback, contact us at:

- ✓ [TechnicalPublications@plantcml.com](mailto:TechnicalPublications@plantcml.com)

## When you call or fax

To help us serve you quickly and efficiently, please have the following information when you contact us:

- ✓ The PC supplier – PlantCML or other  
*If your supplier is not PlantCML, make note of PC type, operating system (for example, Windows XP), hard disk size, hard disk available space, RAM, and processing speed.*
- ✓ PlantCML hardware on site
- ✓ PlantCML software, including version numbers, upgrades installed, and service packs installed
- ✓ Any error messages on the screen
- ✓ Any efforts made to correct a situation and the number of systems or workstations affected

## Using third-party products with PlantCML Managed Services

PlantCML cannot guarantee that PlantCML Managed Services will operate in concert with other Windows applications. If you plan to install a third-party product to run with PlantCML Managed Services, please contact PlantCML technical support. Unauthorized installation of third-party applications may impact your support agreement with PlantCML.

# Managed Services Product Brief

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## In this document:

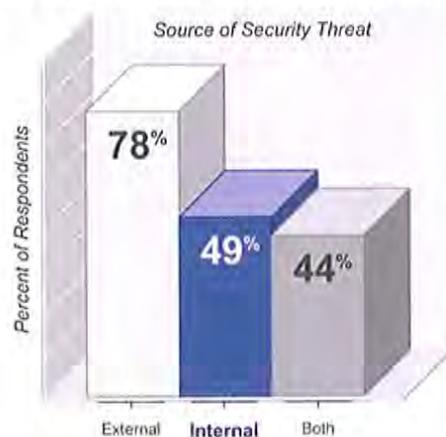
- ✓ Getting to know PlantCML, 2
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## Understanding the evolving call center

As the telecommunications industry has evolved, the professional or managed services required to support the needs of the market have changed dramatically. PlantCML's Managed Services portfolio provides a comprehensive solution for emergency call centers, addressing the following primary needs:

- ◆ **Monitoring and Response**  
*Analyze and resolve issues and events quickly to maximize system uptime.*
- ◆ **Operating System Patch Updates**  
*Keep software up to date with the latest OS patches and security updates.*
- ◆ **Virus Protection**  
*Proactive protection against viral attacks.*
- ◆ **Disaster Recovery**  
*Backup of data in the event of a major system failure.*

As the following graph illustrates<sup>1</sup>, security threats exist not only from outside the organization, but even from within the organization through unauthorized access and virus-infected micro-drives and other media.



*"While external threats are as virulent as ever and need to be guarded against with firewalls and other defences, it is more important to pay attention to internal weaknesses."*

In addition, many security breaches are possible because of known vulnerabilities in software applications, including the Windows Operating System (OS) itself. Ensuring that your call center is continuously updated with software patches and anti-virus measures will help to guard against most of the common types of security attacks.

*"With the major antivirus vendors releasing between 1200 and 2400 updates per week ... it's important to keep protection current."*

*"Running Windows without the latest updates is another major problem."*

1. Data: 2006 Global Security Survey - Deloitte Touche Tohmatsu - 2006  
Quotes: *The 10 Most Common Internal Security Threats* - CIO Magazine - July 5, 2007

## Reviewing the PlantCML service strategy

PlantCML's Managed Services solution is a key component of the three primary components that you will need to create an effective System Availability Strategy (SAS). Each component in the strategy plays an important role in the SAS process.



### Note

PlantCML does not support self-monitoring or partial site deployments.



PlantCML's services and network devices provide a comprehensive managed service solution. Together with local dispatch services and emergency call center policies, PlantCML Managed Services help to realize an effective System Availability Strategy.

PlantCML offers a comprehensive set of devices, software applications, and services that can help you to implement an effective strategy. This set of solutions includes:

- ◆ **Network Security** — PlantCML offers a comprehensive line of certified Firewall and Router appliances to provide the highest level of network security.
- ◆ **Monitoring and Response** (formerly Mission Control) — PlantCML's Service Management Center (SMC) monitors a wide variety of mission-critical devices in the emergency call center. In the event of an actionable issue, the Managed Services team will initiate remote troubleshooting, and in many cases can resolve an issue without having to dispatch local support personnel.
- ◆ **Patch Management** — The SMC oversees the deployment of all Microsoft updates and security patches that have been certified by PlantCML.
- ◆ **Virus Protection** — The SMC manages the distribution of virus definition updates to workstations and servers in the field, helping to ensure that every monitored call center is running a critical anti-virus solution.
- ◆ **Disaster Recovery** — PlantCML offers a disaster recovery solution that will automatically back up your call center's workstations and servers, ensuring that your site can be brought back online quickly in the event of a major system failure or catastrophic event.

PlantCML certifies each of the services offered as part of the Managed Services portfolio. This certification process includes testing the software included with each service solution across PlantCML's various call-taking platforms, and verifying their interoperability with PlantCML applications.

## Touring the Managed Services solution

PlantCML leverages several types of technologies, procedures, and infrastructure to deploy PlantCML Managed Services.



The following sections provide information about several key components of the Managed Services solution:

- ✓ "Touring the Service Management Center," page 8  
*This section describes PlantCML's 24/7 system monitoring center.*
- ✓ "Reviewing the Monitoring and Response service," page 10  
*This section describes PlantCML's system monitoring service.*
- ✓ "Reviewing the Patch Management service," page 12  
*This section describes PlantCML's software patch installation service.*
- ✓ "Reviewing the Virus Protection service," page 14  
*This section describes PlantCML's virus protection update service.*
- ✓ "Reviewing the Disaster Recovery service," page 15  
*This section describes PlantCML's system backup and restoration service.*
- ✓ "Reviewing PlantCML Managed Services reports," page 17  
*This section describes the site-specific reports provided with Managed Services.*
- ✓ "Reviewing network connectivity needs," page 18  
*This section describes the network infrastructure that PlantCML requires.*
- ✓ "Reviewing the staging and deployment process," page 19  
*This section describes the methods PlantCML uses to deploy Managed Services.*

### Reviewing the SMC infrastructure

PlantCML has implemented several secure networking appliances and applications in our SMC to ensure that all Managed Services connections are secured end-to-end.

This secured infrastructure includes the following components and solutions:

✓ Windows Operating System (OS) Servers	✓ Desktop Security
✓ Application Servers	✓ Trend Micro
✓ Web Servers	✓ Symantec
✓ Database Servers	✓ Altiris Disaster Recovery
✓ Sidewinder Firewalls	✓ PatchLink OS Patch Mgmt
✓ Secure Computing SafeNet VPN	✓ AD Group Policies
✓ Two-Factor Authentication	✓ OS Hardening
✓ AES 256-bit VPN Tunnel Encryption	

### Understanding PlantCML SMC policies and procedures

The PlantCML SMC actively maintains and adheres to a number of detailed policies and procedures, including:

- ◆ **Backup Policy** – Full weekly backups, along with daily incremental backups
- ◆ **Weekly Off-site storage** – Storage rotation with a monthly archive
- ◆ **Log Analysis** – Monitoring of exception logs and violation activities
- ◆ **Data Retention Policy** – One year online data with a five year archive
- ◆ **System Access Policy** – Role-based access privileges
- ◆ **Password Policy** – Complexity, length, change frequency, with re-use disallowed
- ◆ **Escalation Procedures** – Response escalation with PlantCML escalation process
- ◆ **Disaster Recovery Plan** – Fail-over to redundant site, system restore procedures for internal infrastructure



**Note**

The Console application is normally installed on the Primary Domain Controller at each site. However, the application can also be installed on another server, such as the Network Management Server (NMS).

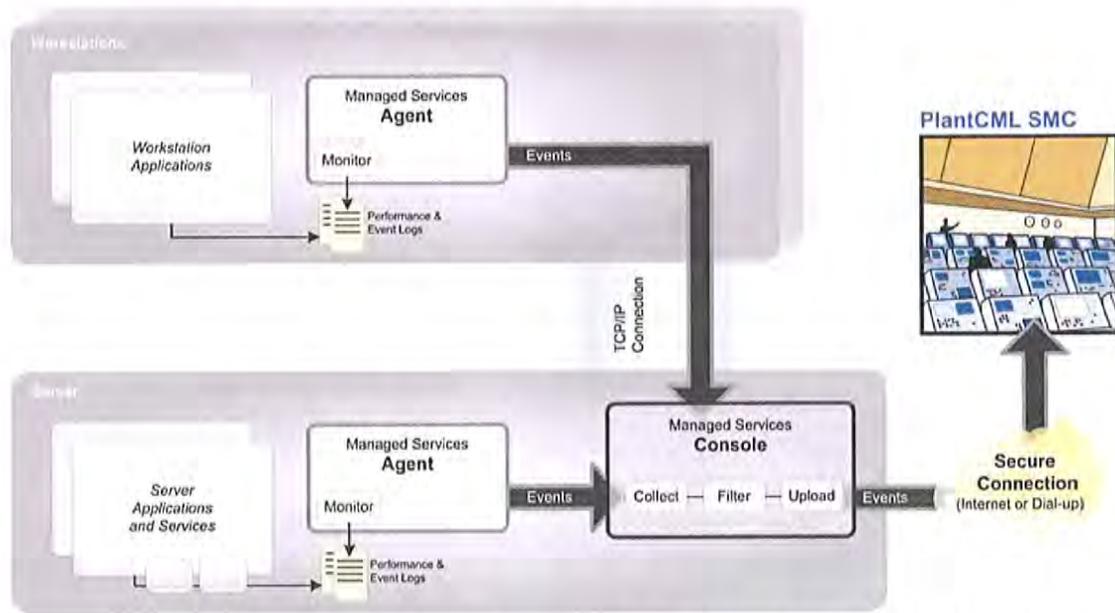
### Reviewing the Monitoring and Response system

There are three main software components used to implement the Monitoring & Response service:

- ✓ A server Agent application, which monitors events on servers
- ✓ A workstation Agent application, which monitors events on workstations
- ✓ A Console application, which collects, filters, and uploads events

Both of the Agent types monitor the performance and event logs of a given machine, forwarding all events to the Console. The Console will collect these events, and filter them based on criteria configured by the SMC staff. If any events make it through the filter, the Console will upload those events to the PlantCML SMC for diagnosis.

The following diagram illustrates this process.



The Console application can be licensed to collect and filter Simple Network Management Protocol (SNMP) traps from a wide variety of devices. If an IP device has been certified for Monitoring and Response, PlantCML can provide an IP Device License to enable the SNMP trap functionality.

Prior to the service commencement date, the SMC will establish network connectivity with the call center via the dialup modems or firewall router. After connectivity has been established to the primary server, the staff within the PlantCML SMC will deploy the monitoring applet to each of the Agent devices. This is done remotely, and should have no impact on the operation of the call center’s system.

After the Agent applications have been installed and configured on each device, the SMC personnel will validate that events are being received appropriately. Once this is validated, the site will be activated for Monitoring & Response services.

Events are “pushed” from the site to the SMC as they occur. This ensures that events are received in a timely manner. The SMC will also “poll” each site once every 24



**Note**

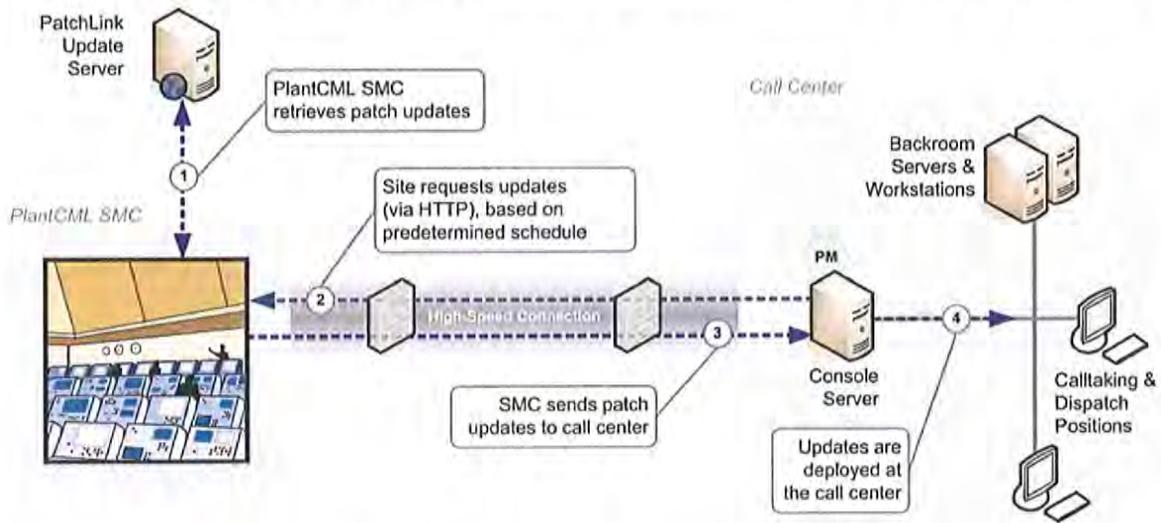
A high-speed connection is required for the Patch Management service.

- ✓ The Managed Services web site tracks and reports on successful deployments.
- ✓ PlantCML continuously certifies its products with the Patch Management solution.

**Understanding the Patch Management system setup**

The Patch Management application is loaded onto the Console server by PlantCML System Staging. Similar to Monitoring & Response, the SMC initiates deployment of the Patch Management software application from the server to other approved workstations and servers at the site.

Once this deployment is completed, the Patch Management service will be activated.



**Understanding the Patch Management update process**

Prior to the deployment of a Microsoft OS patch, PlantCML reviews the patch to determine its relevance to PlantCML applications, potential impact to customer networks, and testing requirements.

Once a patch is certified by PlantCML’s System Verification & Test group, the Managed Services team will create a software package for deployment. The package will include the patches to be deployed and applicable deployment rules for each patch.

The Console server will automatically check for new patch updates, typically on a daily basis. If new patches are found on the SMC Application Server, they are downloaded to the Console server at the site, based on an agreed-upon schedule.

Because many update packages require a reboot, these patch updates will remain on the Console server until an SMC specialist initiates deployment to each of the clients. This deployment is only begun after obtaining approval from your site or the appropriate maintenance partner.

## Reviewing the Disaster Recovery service

The Disaster Recovery service provides an automatic backup of the entire contents of the hard drives of Windows-based servers and workstations within a call center.

Backups are typically scheduled to be performed on a weekly basis, and are designed to have no adverse affects on the call center's operation. System backups are saved to the Network Management Server (NMS) located at the site.

PlantCML's Disaster Recovery solution includes the following key benefits:

- ✓ PlantCML continuously certifies its products with the Disaster Recovery solution.
- ✓ The Managed Services team designs, deploys and configures the solution.
- ✓ PlantCML's Disaster Recovery solution efficiently utilizes storage capacity by storing only one copy of each unique system file. Files that are duplicated over many machines are only copied once for improved efficiency, and tracked in a SQL database in the event that system restoration is required.

The primary purpose of the Disaster Recovery service is to protect valuable data (such as call records and configuration files) in the case of a hardware failure or data corruption.

However, PlantCML's Disaster Recovery service also plays a valuable role in improving availability by drastically reducing restoration time by eliminating laborious CD-shuffle installation processes.

The Disaster Recovery service requires the addition of an NMS to store system backup data. A SQL database, which is loaded onto the NMS prior to shipment, will track the backup processes.

## Understanding the Disaster Recovery system setup

The Disaster Recovery application is loaded onto the NMS Server by PlantCML System Staging. The Disaster Recovery client software is then deployed from the NMS server to each server and workstation that needs to be backed up.



### Note

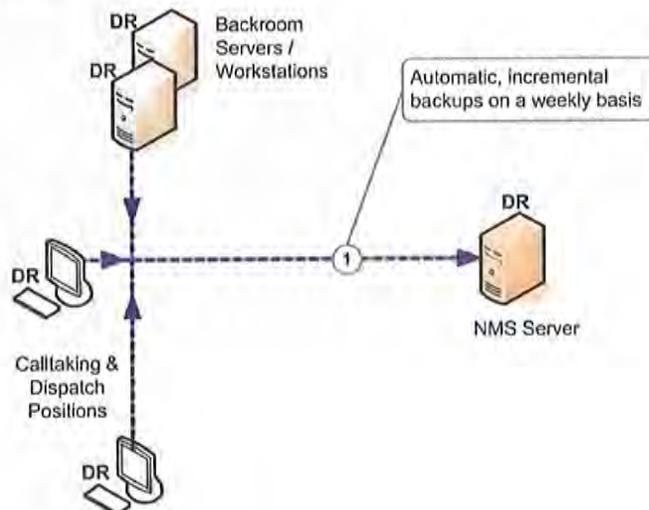
For added protection, PlantCML offers solutions that can save your system backups to a regional network or to an off-site location.



### Note

The Disaster Recovery service requires both a dedicated NMS and a high-speed connection.

Call Center



## Reviewing PlantCML Managed Services reports

PlantCML provides a number of reports both for site administrators and for channel partners. Site administrator reports provide a consolidated overview of the emergency call center and the ability to drill-down to review open issues or alerts on any device on a real-time basis.

This report lists events that have been captured for a particular device.

Event List		PLANT+CML		
Event	Item	Time	Severity	Status
SQL Writer Stopped	SQL WR 1142	2:44:04	Minor	
SQL Writer Started	SQL WR 1155	2:45:01	Information	
HD Failure	HD 023323	2:55:02	Critical	
Server Reboot	System 51224234	3:31:21	Major	
SQL Writer Stopped	SQL WR 1142	2:44:04	Minor	
SQL Writer Started	SQL WR 1155	2:45:01	Information	
HD Failure	HD 023323	2:55:02	Critical	
Server Reboot	System 51224234	3:31:21	Critical	
SQL Writer Stopped	SQL WR 1142	2:44:04	Minor	
SQL Writer Started	SQL WR 1155	2:45:01	Information	
HD Failure	HD 023323	2:55:02	Critical	
Server Reboot	System 51224234	3:31:21	Critical	
SQL Writer Stopped	SQL WR 1142	2:44:04	Minor	
SQL Writer Started	SQL WR 1155	2:45:01	Information	
HD Failure	HD 023323	2:55:02	Critical	
Server Reboot	System 51224234	3:31:21	Critical	
HD Failure	HD 023323	2:55:02	Critical	
Server Reboot	System 51224234	3:31:21	Critical	
SQL Writer Stopped	SQL WR 1142	2:44:04	Minor	
SQL Writer Started	SQL WR 1155	2:45:01	Information	
HD Failure	HD 023323	2:55:02	Critical	
Server Reboot	System 51224234	3:31:21	Critical	
SQL Writer Stopped	SQL WR 1142	2:44:04	Minor	
SQL Writer Started	SQL WR 1155	2:45:01	Information	
HD Failure	HD 023323	2:55:02	Critical	

This report displays a summary of PlantCML Managed Service activity at a particular call center.

Call Center Summary		PLANT+CML	
Call Center: PlantCML Exp Period: January 1, 2006 to December 31, 2006			
Monitoring and Response Activity			98459
Notifications Received			1888
Responses required from Notification			1600
Average Response Time (min)			84
PlantCML Resolved			21
Chnl Ptnr Response Required			55
Case Management Activity			44
Cases Created			23
Cases Closed			3
Average Days to Close			4
Cases Still Open			13
Average Backlog Days (Open)			11
OS Patch Management Activity			12
Certified Patches Deployed			2
Server Patches			4
Workstation Patches			6
Out of Cycle Patches			2
Anti-Virus Activity			1
Virus Definition Updates			2
Viruses Deleted and Quarantined			1
Virus Outbreaks			5
Update Frequency (Average Days)			1
Disaster Recovery Management Activity			6
Total Back Ups			1
Total Recoveries			

## Implementing secure network hardware

PlantCML offers a comprehensive line of Unified Threat Management (UTM) firewall appliances for those emergency call centers that require a connection to the Internet. PlantCML's basic firewall is the Secure Computing SnapGear SG300, which is used for relatively low-bandwidth, minimal-risk environments.

For sites who require greater security or have higher bandwidth requirements, PlantCML recommends the Secure Computing SCx10 family of secure network appliances (which includes the SC110, SC210, and SC410 models).

These UTM firewall appliances have the following key features:

- ✓ Intrusion Prevention/Detection
- ✓ Obtained EAL4+ Certification and approval for Department of Defense installations<sup>1</sup>
- ✓ Network-based Anti-virus
- ✓ Granular, distributed, hierarchical administrator access privileges
- ✓ Strong administrator authentication  
*LDAP, RADIUS, SafeWord® PremierAccess™, SecureID*
- ✓ SSL-encrypted remote management sessions
- ✓ Hosted on UNIX-based OS
- ✓ Forensic-level audit and event logs
- ✓ Create simple to highly-complex hierarchical security policies

Monitoring and Response services can be deployed on network hardware components (such as routers) as well as the other devices in the call center.

## Testing and certification of supported devices

Many types of devices used in the average emergency call center are currently approved for use with Managed Services. PlantCML maintains a list of certified devices that clearly outlines which devices are approved for each of the four Managed Services.

Please contact PlantCML's Sales Configuration department for a current list of devices that have been approved for use with PlantCML Managed Services.

## Reviewing the staging and deployment process

The PlantCML Managed Services applications are typically loaded onto a site's Console server prior to shipment, although this can also be done in the field.

Once network connectivity is established, the SMC is able to remotely deploy managed service applications from the Console server to the other devices at the site. Normally, a technician is not required to be present on-site for this process, as long as network connectivity has been established.

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<sup>1</sup> Only applies to the Sidewinder G2 product line.

## Obtaining commitment from executive management

A well-written security policy is useless without a fundamental commitment from executive-level managers. An Executive Management Statement of Policy provides the following key components:

- ◆ An acknowledgment of the importance of the computing assets and resources to the call center, and the overall goals of a security program
- ◆ A statement of support for information security throughout the organization, and a commitment to actively sustain the initiative
- ◆ A commitment to authorize and manage the definition of the operational level standards, procedures, and measures

## Creating functional policies

After creating an Executive Management Statement of Policy, you will need to delve one level deeper into the creation of various functional policies. Functional policies are more practical, focused definitions of Information Technology (IT) security within a call center.

For example, a functional policy on “Acceptable Use of Network Resources” might be created that documents the rules that call takers must follow while accessing the Internet (if allowed at all). Other examples, although not all inclusive, are provided below:

- ◆ Acceptable use policies  
*These policies define the proper use of call center resources.*
- ◆ Password policies  
*These policies define requirements for all user passwords.*
- ◆ Hiring practice policies (for example, policies on background checks)  
*These policies may include hiring requirements, such as background checks.*
- ◆ Third-party vendor relationship policies  
*These policies define any requirements for working with 3rd-party vendors.*
- ◆ Software/Hardware purchasing policies  
*These policies state any requirements for purchasing items for the call center.*

## Developing operational procedures

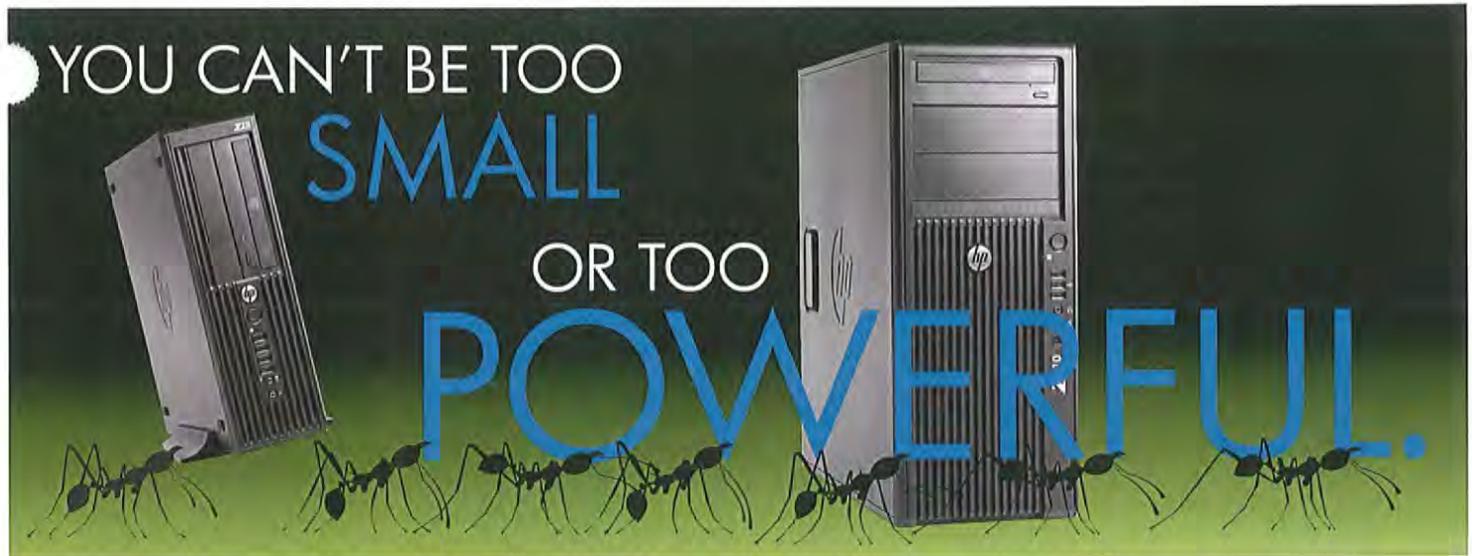
Once functional policies have been established, you will need to create operational procedures that specifically state how the functional policies will be implemented and upheld.

Procedures identify and document the specific, detailed steps necessary to implement or accomplish a task. For example, a functional policy might state that users must sign into a log book when accessing the call center server room. A procedure would provide detailed instructions on how to accomplish that task. Another example might be methods for firewall configuration for multiple call centers.



### Note

The term *Procedures* is often used interchangeably with the term *Practices*.



## HP Z210 Workstations

Low-cost,  
high-performance  
mainstream  
value workstations

Do you crave workstation power on a PC budget? We have a workstation for that. Actually, we have two. The new HP Z210 Convertible Minitower (CMT) and Small Form Factor (SFF) Workstations give you workstation-class performance and reliability with faster Xeon processors, ECC memory, professional graphics, enterprise-class storage and application certification at a very appealing price point.

### Meaningful innovation

The HP Z210 Workstations offer advanced workstation power and productivity at starting prices that rival traditional desktop computing systems.

- **Easy access**—Inside, with a tool-free chassis for component updates, and outside, with multiple USB ports for quick peripheral connectivity
- **Graphics choices**—New Intel® HD Graphics P3000/2000 and 2D and 3D professional graphics options from NVIDIA and AMD
- **Two compelling designs**—A traditional CMT or the 65% smaller SFF, ideal for space-constrained and cubicle environments.

### Breakthrough performance

The HP Z210 Workstations offer over 20% performance improvement\* over the predecessor series products.

- **Newest Intel technology**—A wide selection of enterprise class, next generation Intel® Xeon® Processor E3-1200 Family including the high performance 3.5GHz Intel® Xeon® E3-1280, or 2nd generation Intel® Core™ i3/i5/i7 processors. Selected processors also feature Intel® vPro™ technology for the first time on workstations.

- **Fine-tuned performance**—Maintain your drivers, operating systems, and applications with HP Performance Advisor
- **Compatible with practically any device**—Expanded PCIe, FireWire, and USB 2.0 or optional USB 3.0 interfaces; a range of SATA, eSATA, and storage bays; an HP Blu-ray Writer<sup>9</sup> and 22-in-1 media card reader
- **Energy smart**—HP's highest energy efficiency workstations so far, with 90% efficient power supplies and ENERGY STAR® v5 configurations available

### Reliability where it counts

Deliver results and stay productively up and running with a confidence backed by in-depth engineering, testing, and quality assurance.

- **Enterprise-class memory technology**—Includes a choice of ECC memory configurations to help ensure data integrity and higher system uptime; lower-cost non-ECC memory options also available.
- **Close ISV relationships**—HP has invested in and developed an extensive partner ecosystem to ensure that our workstations are tested, proven and certified for the applications your work depends on- including MCAD, Architectural applications, Professional video editing and 3D animation among others.
- **Image stability**—HP Stable and Consistent options that last for the life of the platforms

\*on select applications





**Nfinity™**

Power Protection

## MAXIMUM PROTECTION FOR MISSION-CRITICAL NETWORK APPLICATIONS

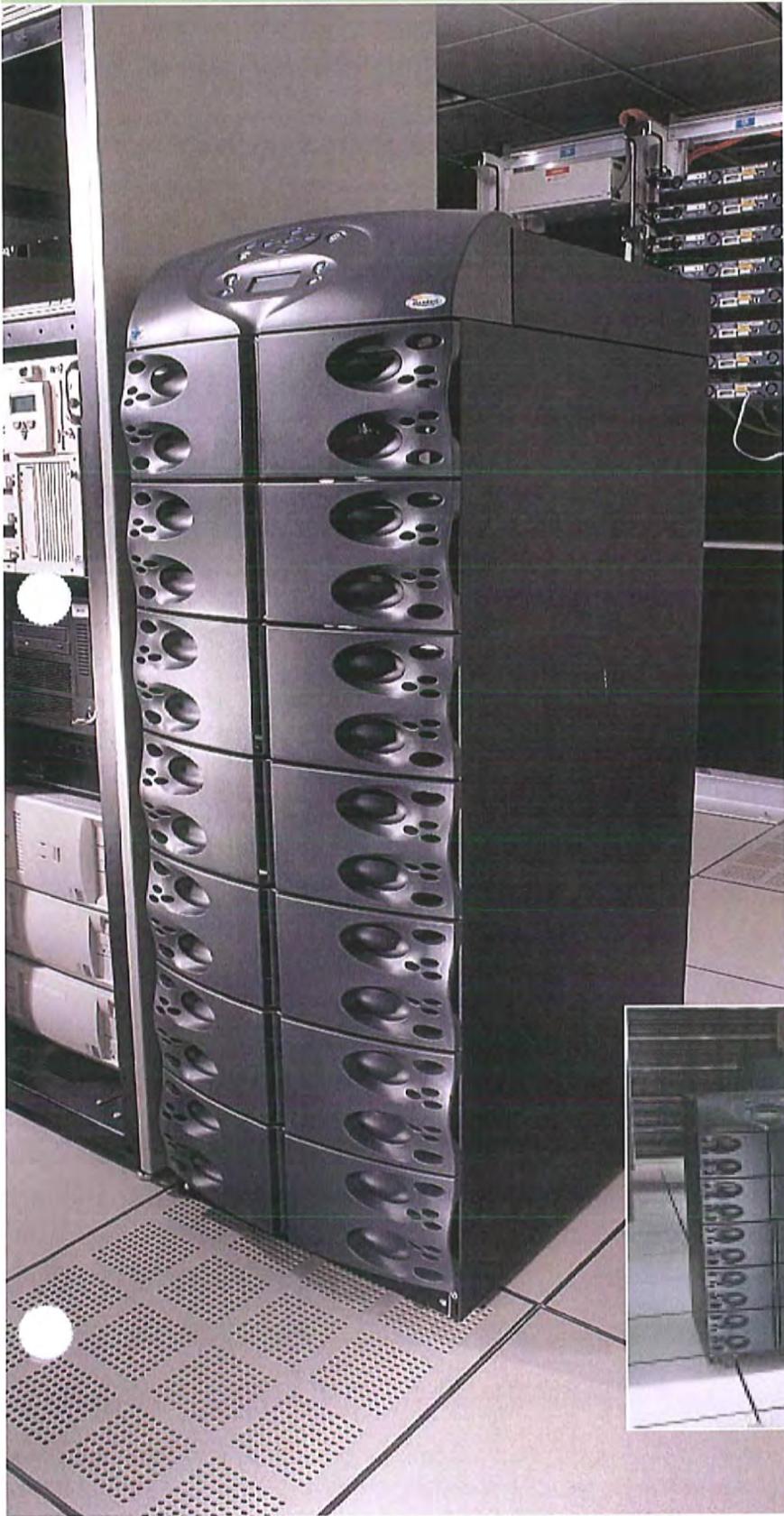


*An Easily Scalable, Incredibly Intelligent,*

*Remarkably Redundant UPS That Takes*

*Systems Availability To The Next Level*





### Scalability is Just the Start of the Value

- Configure the system that's right for you today and tomorrow
- Everything you need shipped complete, ready for final connection

### Intelligence Means Maximum Performance

- Power responsiveness
- The ability to communicate
- Self diagnosis

### Highest Levels of Redundancy Mean Maximum Systems Availability

- Redundancy at all the critical points of UPS operation
- Maintainability without shutdown

### Liebert Puts It All Together In The Nfinity UPS System

It looks and works like no UPS we've offered before. Nfinity's unique frame design houses all of the modular system components. It contains bays to hold the power modules, battery modules and system control modules. The modules offer hot-swap capability, making it easy to add capacity or replace modules. The Nfinity class of power protection offers a variety of advantages.



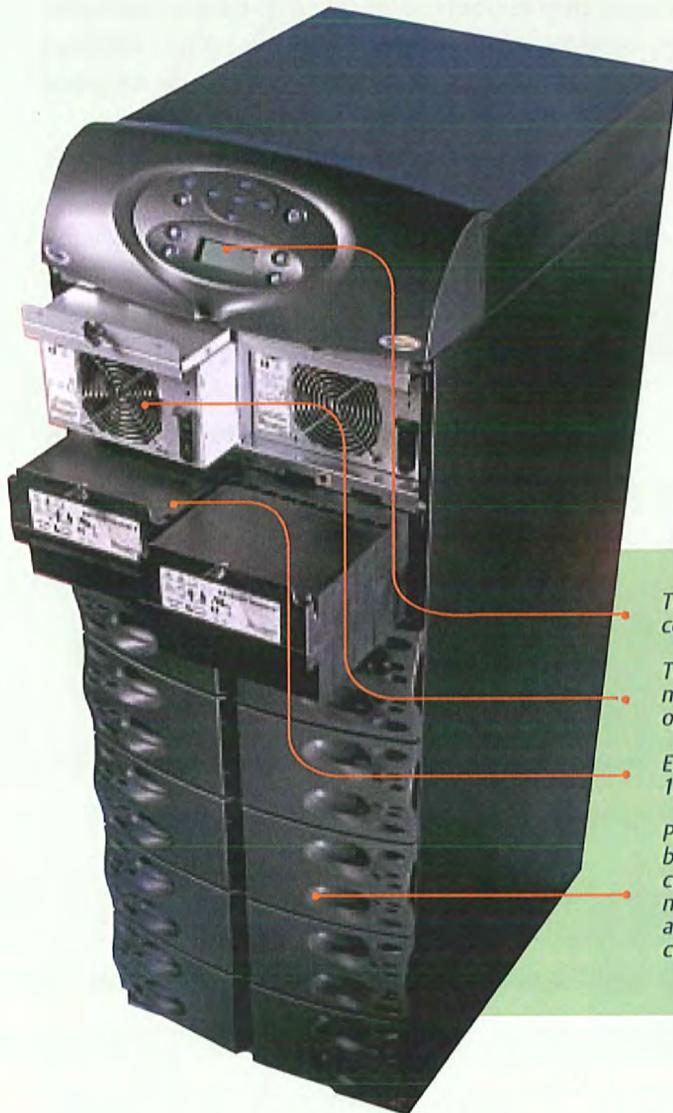


### Hot-Swappable

Hot-swappable modules allow you to add or replace power, battery, control, and display modules without shutting the load down or affecting power to it. In redundant mode, this means no downtime for repair. Nfinity's hot-swappable modules also make it easy for the user to handle basic service.

### Cabinet Stands Small, Stays Small

Nfinity's compact, efficient design allows you to pack more power and battery capability into a much smaller sized unit, so it takes up less of your valuable floor space.



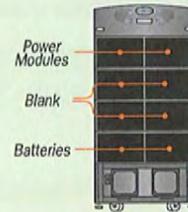
*The system control module provides communications and control for the unit.*

*The system utilizes independent 4 kVA power modules. Up to six power modules can be operating at one time.*

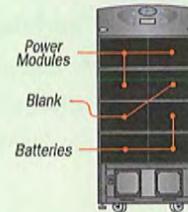
*Each battery module is composed of ten individual 12-volt batteries encased in a plastic housing.*

*Power and battery modules are housed in identical bays within the frame. Power modules must be contained in the top half of the frame, while battery modules can be utilized in any of the bays. This allows battery backup times to be configured to customer needs.*

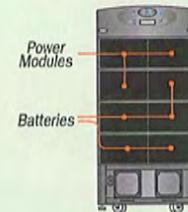
Initial System  
4 kVA Redundant



Upgrade  
System Capacity  
8 kVA Redundant



Extend System  
Run Time  
8 kVA Redundant



## Communications Capability

The Liebert Nfinity UPS incorporates extensive firmware designed to provide a comprehensive range of control and operating information, as well as communications capability.

## User Interface Control Panel

The user interface is the main source of communication between the Nfinity UPS and the user. It features an easy-to-read LCD display and LED mimic diagram. The control panel informs the user of the status of the UPS, including the power and battery modules, and allows you to configure the system to fit specific needs or preferences. You can also review the event log and even receive instructions on replacing modules.

## Communication Connections

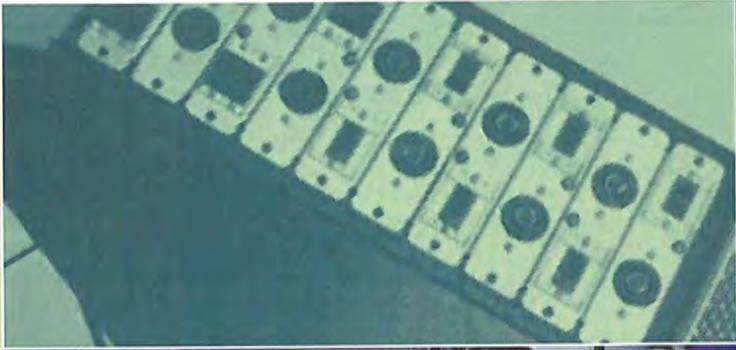
Dry contacts and a serial communications port are standard. The unit also includes four Intellislot™ ports for multiple user options including:

- SNMP/WEB card that allows the Nfinity to communicate with an Ethernet network.
- MultiPort4 cards that enable up to four client computers to monitor UPS status.
- Relay contact cards to provide contact closures for remote monitoring of alarm conditions.
- The system also communicates to and monitors internal and extended battery cabinets.

## Shutdown Monitoring Software

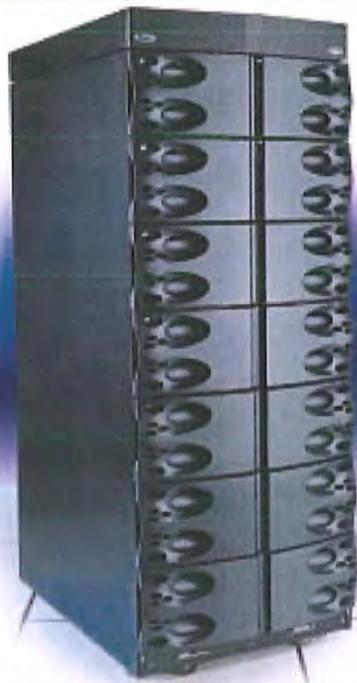
MultiLink™ is the perfect complement to the Liebert Nfinity UPS because it prevents unexpected server shutdowns, protects data and minimizes downtime. The software provides unattended, orderly shutdown for one computer or many, and is especially effective with large server farms. MultiLink has full event management and displays UPS instrumentation on screen. MultiLink is available for all popular operating systems and can be downloaded from the Liebert website at [www.liebert.com](http://www.liebert.com).





### Maintenance Bypass Cabinet

The Nfinity maintenance bypass cabinet provides complete “wrap around” protection, allowing the Nfinity UPS to be pulled from service without interrupting power to the protected loads. The maintenance bypass cabinet controls are located behind a lockable front panel to provide operational security. Controls include a manual bypass transfer switch, UPS input disconnect switch and a branch rated output circuit breaker. Indicator lamps provide visual confirmation that the UPS input, UPS output, and bypass source are available.

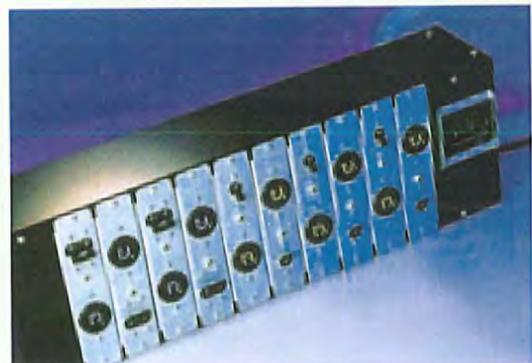


### Extended Battery Cabinets

The Nfinity extended battery cabinet is available when extra run time is critical to your protected loads. This unit has 12 bays that accept up to 12 standard Nfinity intelligent battery modules, allowing you to add battery capacity as needs change. A built-in microprocessor in each battery module provides the intelligence and communication capability to allow the module to automatically remove itself from the critical DC bus if necessary. The extended battery cabinet reports and tracks individual module capacity, temperature and charge level, as well as other data and reports this information to the Nfinity system control.

### Configurable Output Distribution

The Nfinity configurable output distribution option provides the flexibility to easily connect multiple loads with various receptacle types and current ratings to the Nfinity. Receptacles range from 15A to 30A types and include a branch rated circuit breaker to protect each individual load. Other output distribution options include hardwire landing plates; both with and without branch rated circuit breakers. You can select a maximum frame size of 6, 8, or 10 distribution plates, as well as a choice of 6, 12, or 25 feet of cabled conduit between the Nfinity and the output distribution.





# The Right Size For Your Network Protection Plans

Nfinity's modularity and scalability allow you to specify a system that is right for your needs today — but has the ability to expand with your requirements for the future.

## Wider Input Voltage Window

A wider, variable input voltage range minimizes transfer to battery to increase battery life. For lighter loads, low line transfer can range down to 110V.

## Generator Compatible

Full time output voltage and frequency regulation is provided — a necessity for sensitive electronic equipment and a must for sites with back up generators.

## Highest Overload Capability

Nfinity offers the highest overload capability of any system in its class — capable of sustaining 110% of the system's rated load for an extended period of time.



## Specifications

General & Environmental		Units									
Unit Rating	kVA	4	8	12	16	20					
	kW	2.8	5.6	8.4	11.2	14					
Conducted and Radiated EMC Levels		FCC Part 15, Class A									
Compliant Safety Standards		UL 1778; c-UL									
Compliant Immunity Standards		IEEE C62.41, Category B									
Mechanical		8 Bay			12 Bay						
Dimensions: Width		20 (508)			20 (508)						
Dimensions: Depth	In (mm)	28 (711)			28 (711)						
Dimensions: Height		41 (1041)			54 (1372)						
Environmental		4		8		12		16		20	
Operating Temperature (max)	F (C)	32°-104° (0°-40°)									
Relative Humidity		0-95% non-condensing									
Maximum Operating Altitude	Ft. (M)	10,000 (3,000)									
Nominal Heat Dissipation	BTU/Hr	1062	2124	3186	4248	5307					
Input Data		Units									
Nominal Input Voltage	VAC	170 to 276									
	VAC	110-276 (variable, based on output load)									
Power Factor	Cos $\phi$	>.98									
Input Frequency (nominal)	Hz	60									
Input Frequency Range	Hz	40-70									
Battery Module		Units									
Battery Capacity	A/hr	9									
Autonomy Time (full load)	Mins	7									
		(With an equal number of Battery & Power Modules, in a non-redundant configuration)									
Maximum Charge Current (full load)	A	3									
Nominal Voltage	VDC	120									
Recharge Time	Hrs	3-5 (to 90% capacity)									
Output Data		Units									
Output Voltage	VAC	208/120 or 240/120									
Voltage Regulation	%	$\pm 3$									
Voltage Transient Response (100% step load)	%	$\pm 7$									
Voltage Stability (100% step load)	%	$\pm 7$									
Recovery Time	msec	96									
Voltage distortion:	%	<3 THD, linear load									
		<7 THD, non-linear load									
Output Frequency	Hz	60									
Efficiency at 100% load	%	89									
Output Overload Capability	%	110-125% for 10 min									
		126-150% for 10 sec									
		>151-200% for 2 cycles									

A RESOLUTION PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX TO PROVIDE FUNDS FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON \$36,310,000 IN AGGREGATE PRINCIPAL AMOUNT OF CHEROKEE COUNTY SCHOOL SYSTEM GENERAL OBLIGATION BONDS, SERIES 2012

WHEREAS, the Cherokee County School System (the "School System") embraces all of Cherokee County, Georgia; and

WHEREAS, the Board of Education of Cherokee County (the "Board of Education") is the body charged with contracting debts and managing the affairs of the School System; and

WHEREAS, the School System has been authorized to issue Cherokee County School System General Obligation debt in the aggregate principal amount of \$430,000,000 (the "2006 Debt") in a November 7, 2006 election by a majority of the registered voters of the School System; and

WHEREAS, School System has previously issued \$226,310,000 in aggregate principal amount of the 2006 Debt; and

WHEREAS, the School System has been authorized to issue Cherokee County School System General Obligation debt in the aggregate principal amount of \$138,000,000 (the "2011 Debt") in a November 8, 2011 election by a majority of the registered voters of the School System; and

WHEREAS, the School System desires to issue \$20,000,000 of authorized, but unissued, 2006 Debt and \$16,310,000 of authorized, but unissued, 2011 Debt in the form of its General Obligation Bonds, Series 2012 (the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be used for the purpose of (a) acquiring, constructing and equipping a new middle school, (b) paying capitalized interest and (c) paying the costs of issuing the Bonds; and

WHEREAS, the issuance of the Bonds was authorized by the School System pursuant to a resolution adopted by the Board of Education on November 1, 2012 (the "Bond Resolution"); and

WHEREAS, in order to issue the Bonds, the Board of Education is required by Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia to cause the assessment by the Cherokee County Board of Commissioners (the "Board of Commissioners") of an ad valorem tax upon all the property of the School System subject to taxation for school bond purposes at such rates as will raise the amounts needed to pay the principal and interest on the Bonds as the same become due; and

WHEREAS, the Board of Commissioners desires to levy such tax and to provide for the collection of such tax;

NOW, THEREFORE, AT THE REQUEST OF THE BOARD OF EDUCATION, BE IT RESOLVED by the Board of Commissioners, and it is hereby resolved by authority of the same, as follows:

1. Pursuant to Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia, and as requested by the Board of Education pursuant to the Bond Resolution, there is hereby assessed an annual tax for the years \_\_\_\_\_ through \_\_\_\_\_ in order to pay debt service on the Bonds coming due in the years \_\_\_\_\_ through \_\_\_\_\_ upon all property located in the School System subject to taxation for school bond purposes. Such tax shall be sufficient to pay the amount in each of the years as more fully set forth in Exhibit A hereto attached and made a part hereof.

2. The sums hereby levied are irrevocably pledged and appropriated to the payment of the principal of and interest on the Bonds as the same become due and payable.

3. The sums hereby levied shall be collected by the Tax Commissioner of Cherokee County, Georgia and shall be paid into a sinking fund to be maintained for and applied to the payment of the principal of and interest on the Bonds as the same become due and payable.

4. The County hereby acknowledges receipt of a certified copy of the Bond Resolution.

5. All resolutions in conflict with this Resolution be and the same are hereby repealed.

ADOPTED ON November 6, 2012.

CHEROKEE COUNTY BOARD OF  
COMMISSIONERS

(SEAL)

By: \_\_\_\_\_  
L.B. Ahrens, Chairman

Attest:

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

EXHIBIT A  
DEBT SERVICE SCHEDULE

Series 2012 Bonds

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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