

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

**Work Session**

**December 18, 2012**

**3:00 p.m.**

**Cherokee Hall**

**AGENDA**

1. Recognition of employees who reached service milestones of 10, 15, 20 and 25 years by Steve McClure, Human Resources Director.
2. Discussion on BridgeMill Snow Removal Agreement.
3. Discussion on Regular Agenda Items.

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Executive Session to Follow

Cherokee County, Georgia  
Agenda Request

Work Session

SUBJECT: Employee Service Recognition

MEETING DATE: December 18, 2012

SUBMITTED BY: Rachael Mahurin

COMMISSION ACTION REQUESTED:

Allow the Human Resources Director to recognize employees who have reached service milestones of 10, 15, 20 and 25 years during the BOC work session.

FACTS AND ISSUES:

41 employees have reached service milestones during the period of July 1, 2012- December 31, 2012. A listing of employees and years of service is attached.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

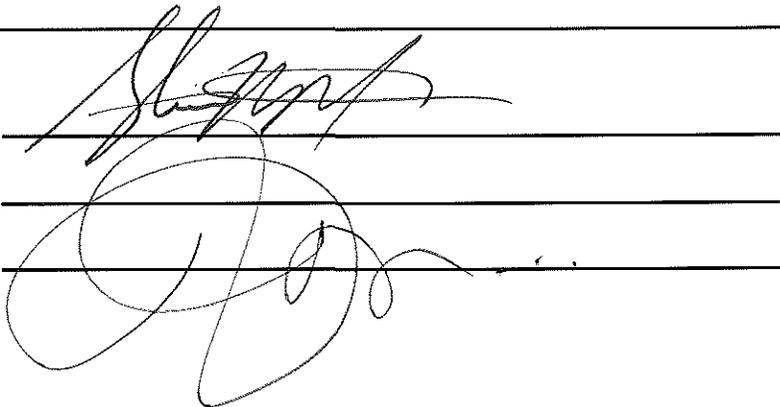
Recognize these employees during the BOC work session.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:



Last Name	First Name	Years of Service	Department
ALLEN	MICHAEL	10 year	ADULT CORRECTIONAL INSTITUTE
QUILL	ANGELA	10 year	ADULT CORRECTIONAL INSTITUTE
FLOWERS	HARLEY	10 year	BUILDING INSPECTIONS
GATES	FRANZQUAR	10 year	CODE ENFORCEMENT
CAHILL	KENNETH	10 year	COURT SERVICES
WATKINS	JOSHUA	10 year	COURT SERVICES
BURLEY	RODNEY	10 year	COURT SERVICES
PAUL	ABDIAS	10 year	COURT SERVICES
RICCI	LEONARD	10 year	COURT SERVICES
MALLORY	JOHNATHAN	10 year	COURT SERVICES
NASH	JASON	10 year	COURT SERVICES
SCHEIDER	EILEEN	10 year	COURT SERVICES
WILFONG	KAREN	10 year	COURT SERVICES
PETTEPHER	MATTHEW	10 year	CRIME AND INVESTIGATION
COCHRAN	MARK	10 year	CRPA MAINTENANCE
STARGEL	TONY	10 year	CRPA MAINTENANCE
JARRETT-GRAMLING	DEANNA	10 year	DISTRICT ATTORNEY
FREE	NANCY	10 year	DISTRICT ATTORNEY
SCHAEFFER	DEBORAH	10 year	FIRE ADMINISTRATION
CLOUD	CLAY	10 year	FIRE FIGHTING
LEE	VICKI	10 year	PLANNING AND ZONING
VOSS	DIANNE	10 year	SENIOR CENTER
OVERLY	KATHY	10 year	SHERIFF INTERNAL AFFAIRS
MAZZUCA	PAUL	10 year	SHERIFF TRAINING DIVISION
STEPHENS	JAMES	10 year	TAX ASSESSOR
DYER	ROBERT	10 year	TAX ASSESSOR
DOWNEY	PHILLIP	10 year	UNIFORM PATROL
CHAGNON	KARA	10 year	UNIFORM PATROL
ROBERTS	JAMES	10 year	UNIFORM PATROL
BROOKSHIRE	JOHN	10 year	UNIFORM PATROL
HAMILTON	REBECCA	15 year	CLERK OF SUPERIOR COURT
BUCHANAN	REBA	15 year	CLERK OF SUPERIOR COURT
REECE	RONNIE	15 year	COURT SERVICES
KREUZBURG	HERBERT	15 year	INTELLIGENCE
MARTIN	DANA	15 year	SHERIFF ADMINISTRATION
CUSHING	OLIE	15 year	SHERIFF INTERNAL AFFAIRS
LITTLE	SONYA	15 year	TAX COMMISSIONER
HIGGINS	DANIEL	15 year	UNIFORM PATROL
LISLE	JANE	20 year	CRIME AND INVESTIGATION
ADAMS	JOHN	20 year	TAX ASSESSOR
PHELPS	KENNETH	25 year	DEVELOPMENT INSPECTION

30

8

2

1

Total	41
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## **SNOW AND ICE REMOVAL AGREEMENT**

**THIS AGREEMENT** is effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (“County”), the **BRIDGEMILL COMMUNITY ASSOCIATION, INC.** (“BMCAI”) and \_\_\_\_\_ (“Contractor”) (BMCAI and Contractor are referred to herein collectively from time to time as “Contractors”). The County and the Contractors shall be collectively referred to as the “Parties”.

### **WITNESSETH THAT:**

**WHEREAS**, the BMCAI is desirous of performing snow and ice removal activities within the rights-of-way of the County within the limits of the BridgeMill subdivision, using the Contractor, contracted by the BMCAI;

**WHEREAS**, the County has set forth certain minimum standards to be implemented in the maintenance of its rights-of-ways;

**WHEREAS**, the BMCAI and Contractor agree to perform snow and ice removal activities in accordance with said minimum standards and in accordance with all applicable county ordinances;

**WHEREAS**, the BMCAI and Contractor agree to provide comprehensive liability policies covering any incident involving the snow and ice removal activities, 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 snow and ice removal activities;

**WHEREAS**, the County and BMCAI desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens;

**WHEREAS**, BMCAI and Contractor desire the authority to perform snow removal and ice melt activities on the County’s streets within the limits of the BridgeMill subdivision, as depicted in the location plan attached hereto as Exhibit “A”; and

**WHEREAS**, the Parties further believe that the County’s willingness to provide BMCAI and Contractor with access to County certain rights-of-way provides certain value to BMCAI, including but not limited to, the value of allowing BMCAI to prioritize clearing of its streets immediately in the event of a snow and/or ice event.

**NOW, THEREFORE**, for and in consideration of the mutual promises, acknowledgements and obligations of the Parties contained herein, the mutual benefits to the Parties hereto, and other good and valuable consideration as set forth hereinbelow, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

**A. Performance of Snow Removal and Ice Melt Activities.**

1. BMCAI and Contractor will be responsible for all snow and ice removal activities within the public roads of the BridgeMill subdivision, as such subdivision is depicted in the location plan attached hereto as Exhibit "A".
2. BMCAI and Contractor will immediately notify the Cherokee County Director of Roads & Bridges in writing of the commencement of snow and ice removal activities within the BridgeMill subdivision.
3. BMCAI and Contractor will be responsible for all costs associated with the repair of any damage that may be caused as a result of snow and ice removal activities, including, but not limited to, repair of any damaged asphalt, broken concrete curbs, damaged manholes, drainage structures, speed humps, etc..
4. BMCAI and Contractor will be responsible for the clean-up of any substance that is deposited on County rights-of-way in conjunction with snow and ice removal activities, including, but not limited to, sand, grit, gravel, etc.,
5. The County grants to Contractors the right to perform the foregoing activities on County rights-of-way located within the BridgeMill subdivision subject to the terms and conditions of this Agreement. This Agreement shall create no contractual relationship between the County and Contractors beyond the Contractors' obligations to the County in this Agreement and the County's grant to Contractors of a right to perform activities described herein on County rights-of-way located within the BridgeMill subdivision. BMCAI and Contractor shall enter into a separate written agreement or agreements regarding all other aspects of the Contractor's activities in the BridgeMill subdivision.
6. The BMCAI and Contractor represent and warrant that (1) they have the requisite expertise, capacity experience, and professional skill and judgment to perform the snow and ice removal activities described herein, (2) they shall perform the snow and ice removal activities in a competent and professional manner and in accordance with County's minimum standards to be implemented in the maintenance of its rights-of-ways, (3) budgetary limitations are not a justification for breach of sound principals of Contractors' profession and industry, and Contractors shall take no calculated risk in the performance of activities pursuant to this Agreement, (4) County will not approve or pass upon matters of expertise of the Contractors, and, therefore County bears no responsibility for Contractors' actions performed under this Agreement, and (5) neither the performance of this Agreement nor this Agreement itself violates any contractual obligation of Contractors with any other party.

**B. Term**

The term of this Agreement shall commence upon the execution of this Agreement by all Parties and shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it is executed.

**C. Service Fees**

1. The Parties agree that the obligations and authority provided for herein shall represent the full extent of obligations owed to the Parties under this Agreement and that no money shall be exchanged hereunder between the County and Contractors.
2. Each Party shall be individually responsible for any costs related to fulfilling its obligations under this Agreement and shall not look to any other Party for payment or reimbursement thereof.

**D. Independent Contractor**

The Contractors hereby covenant and declare that they are engaged in an independent business and agree to perform the services as independent contractors and not as the agents or employees of the County. The Contractors agree to be solely responsible for their 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 subcontractors, 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. Contractors agree to be solely responsible for their own acts and those of their 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 Contractors as to the details of the services to be performed by Contractors or to exercise a measure of control over such services will be deemed to mean that Contractors shall follow the directions of the County with regard to the results of such services only.

**E. Indemnification of County**

1. Contractors covenant and agree to take and assume all responsibility for snow and ice removal activities. The Contractors shall bear all losses and damages directly or indirectly resulting to it on account of the snow and ice removal activities. To the extent permitted by law, the Contractors 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, which may be the result of willful, negligent or tortious conduct arising out of, related to, or resulting from the Parties' performance of obligations under this Agreement. The Contractors shall be responsible for any subcontractor, anyone directly or indirectly employed by the Contractors or their subcontractors or anyone for whose

acts the Contractors 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 Parties. 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.

2. In any and all claims against the County or any County Party by any employee of the Contractors, any subcontractor, anyone directly or indirectly employed by the Contractors or their subcontractors or anyone for whose acts the Contractors or their subcontractors may be liable, the indemnification obligation set forth in this Section E 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 Contractors or any subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The Contractors' obligations and liabilities under this Agreement shall be joint and several.
3. This obligation to indemnify, defend, and hold harmless the County, or any County Party, shall survive expiration or termination of this Agreement for any claims that may be filed after the expiration or termination date of the Agreement, provided that the claims are based upon or arise out of actions that occurred during performance of this Agreement.
4. Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party.

**F. Insurance**

The BMCAI and Contractor shall each 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 performance of this Agreement. All policies shall be subject to approval by the County Attorney to form and content.

1. Minimum Limits of Insurance:
  - (a) The Contractors shall each maintain a Comprehensive General Liability Policy with minimum coverage 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) The Contractor shall maintain a Comprehensive Automobile Liability Policy (owned, non-owned, hired) with minimum coverage 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) The Contractor shall maintain a Professional Liability Policy with a minimum \$1,000,000 (one million dollar) limit for claims arising out of professional services

caused by the Contractor's respective errors, omissions, or negligent acts.

- (d) The Contractor shall maintain a Workers' Compensation Policy with minimum limits as required by the State of Georgia and Employers' Liability insurance with minimum limits of \$1,000,000 (one million dollars) per accident.

2. Deductibles and Self-Insured Retentions:

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

3. Other Insurance Provisions:

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

(a) General Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractors with regard to the snow and ice removal activities or any other activities related to performance of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
- (ii) The Contractors' insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractors' 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 or County Parties.
- (iv) Coverage shall state that the Contractors' 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 Contractors in connection with or arising from activities, including but not limited to snow and ice removal activities, performed pursuant to this Agreement.

(vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractors in activities performed pursuant to this Agreement, including but not limited to snow and ice removal activities.

(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 BMCAI or the Contractor, as appropriate. The BMCAI or the Contractor, respectively, shall subsequently provide written notice of such cancellation to the County within five (5) days of receiving such notice from any insurer.

(ii) If either of the Contractors receive notification that coverage under any insurance policy is to be suspended, voided, canceled, or reduced in coverage or in limits, the Party responsible for maintaining such policy shall immediately obtain replacement or supplemental coverage, equal to the coverage lost (or in an amount approved by the County), or County shall have the option to terminate this Agreement at its sole discretion.

(iii) Policies shall have concurrent starting and ending dates.

4. Acceptability of Insurers:

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

5. Verification of Coverage:

The Contractors shall each furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to execution of this Agreement by the County. 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 each Contractor'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. Each of the Contractors shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

6. Subcontractors:

BMCAI and Contractor shall include all subcontractors as insureds under their respective 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 County and County Parties hereto as additional insured.

7. Claims-Made Policies:

The Contractors shall extend any claims-made insurance policy for at least six (6) years after termination of this agreement.

8. 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.

**G. Entire Agreement**

This Agreement constitutes the complete agreement among the Parties regarding the subject matter of this Agreement and supersedes any and all other agreements, either oral or written, among 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 all Parties with appropriate authorization.

**H. Successors and Assigns**

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 Parties.

**I. Applicable Law**

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. 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, and venue shall be in the Superior Court of Cherokee County, Georgia.

**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 "B" and "C" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and the 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 Contractors hereby verify that they have each, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "B", and submitted such affidavit to County. Further, Contractors agree to provide completed copies of Exhibit "C" 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 Contractors' and Contractors' subcontractors' verification process to determine that the verification was correct and complete. The Contractors and Contractors' subcontractors shall retain all documents and records of their 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 Contractor or Contractors' subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractors and Contractors' subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may order the Contractor to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. The Contractor's failure to terminate the employee, or otherwise cooperate with the investigation, may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

BMCAI and Contractor each hereby agree to comply, and ensure that their respective subcontractor(s) 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.

BMCAI and Contractor each agree that the employee-number category designated below is applicable to BMCAI and Contractor respectively.

**BMCAI:**

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

**Contractor:**

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

BMCAI and Contractor each agree that, in the event BMCAI or Contractor employ or contract with any subcontractor(s) in connection with this Agreement, the Contractors will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

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. 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.

**L. 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 \_\_\_\_\_ for the BMCAI and \_\_\_\_\_ for Contractor.

(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, 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 BMCAI shall be sent to: (fill in)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to the Contractor shall be sent to: (fill in)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**M. Waiver of Agreement**

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

**N. 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.

**O. 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.

**P. Force Majeure**

Neither the County, the Contractor nor BMCAI 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 the Contractors; (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.

**Q. Termination**

The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof to Contractors at least five (5) calendar days in advance of the termination date. Upon termination, the Contractors shall promptly discontinue all snow and ice removal activities on County rights-of-way, unless the notice directs otherwise.

**R. AUTHORITY TO ENTER INTO AGREEMENT**

Each individual executing this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective Party.

**S. GENERAL PROVISIONS OF THIS AGREEMENT**

1. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party who prepared the same.
2. This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

3. The Contractors covenant and agree 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 Contractors shall be solely responsible for reimbursing them, and the County shall have no obligation to them.
4. Records and Reports
  - (1) Records shall be established and maintained by the Contractors 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 expiration or termination of 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.
  - (2) Upon request, the Contractors 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. 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 Contractors 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.
5. Contractors agree that they shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.
6. Contractors covenant and declare that they have obtained all diplomas, certificates, licenses, permits or the like required of the Contractors by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the activities pursuant to this Agreement. All work performed by Contractors under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.
7. Prior to commencement of activities pursuant to this Agreement, Contractors 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.
8. Contractors acknowledge that they may receive confidential information of the County and that they 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 Contractors agree that confidential information they receive or such reports, information, opinions or

conclusions that Contractors create 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 Contractors shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

**IN WITNESS WHEREOF** the County and the Contractors 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

**BridgeMill Community Association, Inc.**

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

[CONTRACTOR]

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

**EXHIBIT “A”**

(ATTACHED)

**EXHIBIT "B"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cherokee County is 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 form provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "C." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five business days of receipt.

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

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

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

\_\_\_\_\_  
Name of Contractor

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

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

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

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

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

\_\_\_\_\_  
Title of Authorized Officer or Agent

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

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

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

[NOTARY SEAL]

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

**EXHIBIT "C"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

## Cherokee County Board of Commissioners

December 18, 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

VICE CHAIR COMMISSIONER BOSCH

### RATIFY CLOSURE OF EXECUTIVE SESSION

### PROCLAMATION

Consider resolution and proclamation for the naming of Justice Center in Honor of Judge Frank C. Mills III.

### AMENDMENTS TO AGENDA

1. County Attorney: Add 3.2 City of Woodstock Annexation Notice  
(Removed City of Holly Springs Annexation Notice - Notice Withdrawn by Holly Springs)

### ANNOUNCEMENTS

Holiday 'Lights of Hope' Christmas celebration for kids of all ages.  
December 13 – 22, 6:00 p.m. to 10:00 p.m. at Hobgood Park.  
(Flyers available on the table outside of Cherokee Hall.)

### APPROVAL OF EXECUTIVE SESSION MINUTES FROM DECEMBER 4, 2012.

As distributed by the County Manager.

### APPROVAL OF WORK SESSION MINUTES FROM DECEMBER 4, 2012.

**APPROVAL OF REGULAR MEETING MINUTES FROM DECEMBER 4, 2012.**

**PUBLIC HEARING**

None Scheduled.

**PUBLIC COMMENT**

**ZONING CASES**

None Scheduled.

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**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

Retreat Agenda will include discussion on the following topics and others may be added:

- Review of 2012 / Outlook for 2013
- Fiscal Integrity
- BOC Initiatives: Lifelong Communities  
Ethics Ordinance Revision  
Economic Development  
County Strategic Plan  
Other

The retreat will be held on January 17 and January 18 at Barnsley Gardens, beginning at 3:00 p.m. on January 17 and concluding by noon on January 18. (Official notice will be submitted to the media the first week in January 2013.)

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**JIM HUBBARD**

**VICE CHAIR/COMMISSION DISTRICT 3**

**KAREN BOSCH**

**COMMISSION DISTRICT 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Consider approval to set a public hearing date for January 22, 2013 to hear a request for modification of a zoning condition, specifically Condition 2, on Rezone Case No.00-12-030.
- 1.2 Consider approval to authorize the Tax Commissioner's offices to accept personal, company, certified, treasurers and cashier's checks. Also requesting authorization to accept bank, postal and express money orders as well as debit/credit cards in payment for tax and tag fees pursuant to O.C.G.A. 48-5-146.

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**COUNTY MANAGER**

- 2.1 Consider approval of Amendment One to the Professional Services Agreement dated November 17, 2011 with Ten-8 Fire Equipment, Inc.
- 2.2 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Centennial Lakes subdivision including 1,291 LF of Centennial Lake Parkway and 295 LF of Shaw Drive.
- 2.3 Consider approval of a one-year extension of the Professional Services Agreement with Key Risk Management Services from January 1, 2013 through December 31, 2013 with no change in scope of services or fees.

- 2.4 Consider approval to award the construction contract to the lowest responsible bidder with the most responsive bid proposal to Georgia Development Partners, LLC. in Atlanta, GA for the base bid amount of \$849,939.29 and contingency amount of \$75,000.00 for the Woodstock Trails, Noonday Creek and Downtown Spur project. Also requesting the amount of \$75,000.00.00 for trail signage and furnishings to be purchased directly by the City of Woodstock, billed and paid directly by Cherokee County for a total requested amount of \$999,939.29 from the Park Bond Program.
- 2.5 Consider approval of selection of three (3) local companies to be placed on the rotation list to provide board-up services to Cherokee County residents and businesses: 1-800-BOARDUP, Disaster Response Team, LLC, and Latimer Construction.
- 2.6 Consider renewal of property auction agreement with Jeff Dobson & Associates for a period of three (3) years: 2013, 2014 and 2015, with 0% seller commission for vehicles and equipment, and 10% on other items.
- 2.7 Consider renewal of contract between Cherokee County and Rindt-McDuff Associates, Inc. (RMA) for the Blalock Road Landfill closure at a cost not to exceed \$148,000.00.
- 2.8 Consider approval of resolution and agreement with the Georgia Department of Natural Resources, Environmental Protection Division, for reimbursement in the amount of \$20,721.83 of eligible cost the county spent for Blalock Road Landfill.
- 2.9 Consider approving public safety software contract with Tiburon as recommended by a cross-functional committee consisting of representatives from the Sheriff's Office, E-911, GIS, Procurement, Fire and Information Technology. The amount requested is \$350,000.00 plus an annual maintenance fee of \$110,000.00 for 7 years.
- 2.10 Consider approval of Amendment One to the Atlanta Regional Commission (ARC) FY2013 budget contract and budget amendment. State and federal funds in NSIP (Nutrition Services Incentive Program) were reduced; Federal funding from \$42,405 to \$24,556; State funding from \$15,705 to \$9,100. Adjustments were made to accommodate these changes, resulting in no changes in County's portion of the budget.

2.11 Consider approval to burn acquired structure located at 155 Hickory Road, Canton, GA 30115 for fire training purposes.

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**COUNTY ATTORNEY**

3.1 Amended: City of Woodstock Annexation Notice

**ADJOURN**

# Cherokee County Proclamation

**Whereas**, Frank C. Mills III was born in DeKalb County, Georgia on July 7, 1948, attended public schools in Georgia and graduated from Tennessee Military Institute in 1966, from Emory University in 1970, and from University of Georgia Law School in 1973, and

**Whereas**, Frank C. Mills III earned a commission in the U. S. Army through the ROTC program at UGA Law School, participated in active duty Military Police training at Fort Gordon, Georgia, and continued to serve in the Army Reserve until being honorably discharged with the rank of Captain, and

**Whereas**, following his military training Frank C. Mills III came to work as an assistant district attorney in the Blue Ridge Judicial Circuit, was appointed District Attorney of that circuit by Governor George Busbee on January 25, 1978, was elected to that office later that year, received the Distinguished District Attorney Award from the Prosecuting Attorney's Council in 1979, and was re-elected to that post in 1980, and

**Whereas**, Frank C. Mills III was appointed Judge of Superior Courts, Blue Ridge Circuit, by Governor Busbee on February 9, 1981, becoming the youngest Superior Court Judge in Georgia, and was elected and re-elected to that position a total of eight times, serving almost 32 years, during which he presided over hundreds of jury trials including more than 50 murder cases, and twice served, by invitation, on the Supreme Court of Georgia, and

**Whereas**, Judge Mills completed numerous judicial training programs, served as instructor at others, and wrote important papers on developments in the law published by Mercer University Law School and others, and

**Whereas**, Judge Mills was elected in 1982 to the Board of Governors of the Georgia Bar Association, where he served in multiple distinguished capacities throughout his career, receiving the Justice Robert Benham Public Service Award in 1999, and Georgia's nomination for the American Bar Association's Judicial Excellence Award in 2003, and

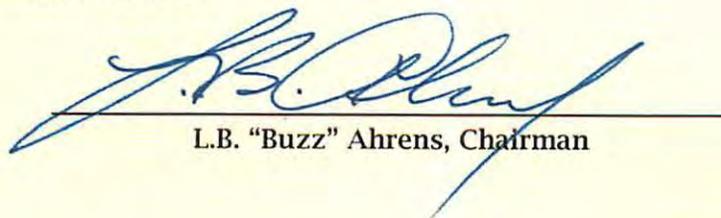
**Whereas**, Judge Mills has been active in community affairs throughout his adult life, most notably with the Boy Scouts of America, where he served as Assistant Scoutmaster, Unit Commissioner, Aquatics Instructor, and District Chairman; and also with the American Red Cross, Leadership Georgia, Leadership Cherokee, Georgia Chamber of Commerce, Dizzy Dean Baseball, and the Cherokee County Humane Society, and

**Whereas**, Judge Mills has been repeatedly recognized for his community service, including the following: by the Boy Scouts of America, with the Silver Beaver, scouting's highest award for service to youth; also the Whitney M. Young award for distinguished service to low income youth; by the Jaycees, as Outstanding Young Man of America for Cherokee County in 1982; by F.O.C.U.S., as Volunteer of the year in 2004; by CASA, with the Light of Hope Award in 2011; by the Canton Rotary Club, as the Jean Harris Volunteer of the Year in 2012, and

**Whereas**, Judge Mills is married to Amanda L. Crouthers and they are the parents of Eagle Scout, West Point graduate, and U.S. Army Captain Frank Crouthers Mills, who served two deployments to Iraq and now serves as a civilian employee of the U.S. Army Corps of Engineers,

**Now therefore be it resolved** that upon the occasion of Judge Mills' retirement on December 31, 2012, the Cherokee County Justice Center shall be re-named and henceforth and forever known as the Frank C. Mills III Justice Center, in recognition and honor of Judge Mills and his lifetime of outstanding service to the law and the community.

Resolved this 18<sup>th</sup> day of December, 2012

  
L.B. "Buzz" Ahrens, Chairman



# HOLIDAY LIGHTS OF HOPE

A Christmas Celebration for Kids of All Ages

**December 13th - 22nd**

**6:00 - 10:00 PM**

**Hobgood Park**

Woodstock, Georgia

Admissions: (includes all activities)

Children 14 and under FREE

Adults \$10

## Lights of Hope

Large walkthrough light display  
with more than 100,000 lights.

## Santa's Village

Picture Opportunity with Santa  
Christmas Village Shopping  
Children's Activities  
Bounce Houses  
Seasonal Concessions

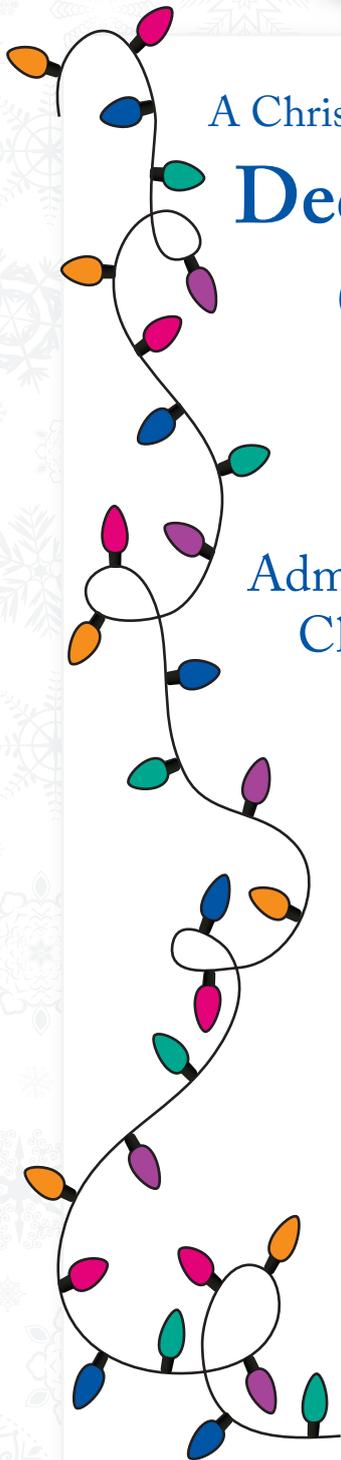
Vendor and sponsorship opportunities available



**Anna Crawford**  
Children's Center

[www.cherokeechildadvocates.org](http://www.cherokeechildadvocates.org)

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



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

**Work Session**

**December 4, 2012**

**3:00 p.m.**

**Cherokee Hall**

**MINUTES**

The Chairman began at 3:05 p.m. with all Board members present. The Chairman announced that Senator Chip Rogers had resigned to take a position at Public Broadcasting System. He then proceeded to read from "Fearless to a Fault" about a Roman Emperor who "had everything except a character of integrity and that's the one thing a leader simply cannot do without."

The Chairman introduced Misti Martin, President of Cherokee Office of Economic Development (COED) and Marshall Day.

**1. Presentation by Misti Martin and Marshall Day for quarterly update on Economic Development.**

Ms. Martin gave an update on various economic development activities. She stated she will review existing industry growth, our Cherokee 75 Corporate Park, and our new prospect activities, beginning with existing industry growth. She said that we have had thirteen industries expand in 2012. She said that a survey will be conducted in April 2013 to view patterns. She said they are currently calculating investment and job creation numbers which would be presented in January.

She then discussed the Cherokee 75 Corporate Park, Phase, stating that it should be complete in early first quarter. Ms. Martin shared that the County received "GRAD Ready" certification, which is Georgia Ready for Accelerated Development, meaning that we are one of twenty-two "shovel ready" developments in the State. Ms. Martin gave some background information on the certification. She included that they will be looking at other possible sites to get them added under the GRAD Ready status. They will be working with developers to make sure they don't miss out on any opportunities.

Ms. Martin then discussed new prospect activities. She said that in 2012 there have been 61 projects so far, making this the highest activity we have had in the last five years. She said that she believes this is just another indicator of how the economy is turning around in Cherokee County. She stated they have worked with seven new companies, around \$4M in investments, and over 90 new jobs. She said that we will have some really strong numbers on the existing industry growth, as well.

Mr. Day approached to speak, beginning with the announcement that a company, Vanderlande Industries, has relocated to Cherokee County from Fulton County. He said that they have leased a 95,000 square foot building in North Point Industrial Park and plan to move in around January or February. He stated that the company builds automated materials for handling equipment and they service equipment. Their equipment is primarily used in distribution centers, parcel and postal facilities, and in airport baggage handling. Their current plan is to invest about \$150,000 in tenant improvements and equipment and will bring twelve jobs here. A press release will be given later. Mr. Day said he believes them to be a good fit for Cherokee.

He then stated that FactoryMation will be expanding and adding a total of 38 new jobs. At least one other announcement is expected before the end of the year. He added that more information will be forthcoming on the COED Annual Report which is due out after the first of the year. Over the last several years, COED has worked diligently with developers to establish good relationships with them. Mr. Day highlighted MDH Partners, stating that in addition to the building in North Point, MDH Partners built the first spec building in the airport commerce center. He said they acquired the Herman Miller building and leased it to Belnick, Inc. (also known as BizChair.com). They acquired the 200,000 former Quill building in the Canton-Cherokee Park and Belnick now occupies 800,000 square feet in Cherokee County. Mr. Day thanked the Commissioners and Mr. Cooper for their support over the years. He also addressed Commissioner Bosch and Commissioner Hubbard, thanking them for their service to Cherokee County.

The Chairman asked Ms. Martin if she would provide copies of the recap of 2012 and their business plan for 2013. Ms. Martin said she would. She that they are making adjustments based on feedback from the previous meeting, but will get that completed and distributed.

The Chairman mentioned the Commissioners would be spending some time on Economic Development during their retreat and would like Ms. Martin to join them for that discussion. Ms. Martin asked if there were any questions. The Chairman asked if the Vanderlande location was a new start-up or relocation. Ms. Martin stated they have a small location in Fulton County with only three employees, so this is a big expansion for them. Commission Johnston asked if this would be actual manufacturing or just a distribution center. Ms. Martin said it would be mostly distribution.

The Chairman thanked Ms. Martin and Mr. Day for their presentation.

## **2. Presentation on Coast2Coast Prescriptions by representative Scott Parker.**

Mr. Parker thanked the Commissioners for allowing him to make a brief presentation about a unique opportunity for Cherokee County residents. Mr. Parker gave some background information on the company. He stated this is not a part of the employee benefits program but is designed to target the citizens of the County. He added that there are benefits to both citizens and to the County. He stated that the program was investigated by ACCG and has been adopted by 27 counties/city governments in Georgia so far, with Cobb County implementing it out about six weeks ago. Mr. Parker stated there are no costs to the County for this program and in fact they would receive royalties when the plan was used by citizens.

Commissioner Bosch said that if the slide presentation wasn't too long that it might be a good idea to include the presentation in the regular meeting if they are to decide on it tonight. The Chairman stated it was on the agenda for consideration under Mr. Cooper's section.

Mr. Parker went on to state it is simply an Affinity discount program where citizens can go to virtually any pharmacy and get a discount off the retail charges. He said there is a manufacturer's rebate of \$1.25 per prescription paid to Cherokee County as a result of an individual using the discount card. He stated this benefits citizens who do not have prescription insurance coverage. The program is administered by a company out of Florida. The business model is that you get a discount off of retail costs for up to 60,000 retail prescription drugs. The amount of the discount can be up to 55%, though not for everything. Commissioner Bosch asked if it included vet services. Mr. Parker confirmed and added that included vision and other services. The company has contracts with the vendors who agree to accept the card. Commissioner Bosch asked if all services were under the same card and Mr. Parker replied that one card is used for everything. The requirements for Cherokee County would be to endorse the program; do a press release; and make available space on the County website, providing a link that would take individuals to the Coast2Coast site where they can print off a card at home and carry it with them. The cards will also be available at places like hospitals and libraries. He stated that other than that, there are no requirements from the County and no money involved. The company handles everything including reconciliation and reporting to Mr. Cooper and the HR Department of the number prescriptions that have been dispensed every month with a reconciliation report along with payment to the County of whatever money is due.

Commissioner Bosch asked if the contract was a year long. Mr. Parker stated it was a one-year contract with a 30-day renewable out clause. He stated it is a pretty loose contract and in the County's favor. Commissioner Bosch said the reason she asked was if something changes with the program, we could get out. Mr. Parker said if there are people with cards still out there and use the card, the County would still get a royalty but at a reduced amount if the County chose to drop the program. He added that if the

County endorses this program, it is exclusive, and the County couldn't endorse another program and obtain the same royalties per prescription. He also disclosed to the Board that ACCG would also receive \$.40 for every prescription dispensed. Mr. Parker recapped the benefits of the program, stating that everyone is eligible to obtain the card and that it's easy to use. Financial Marketing Concepts is the name of the company and Coast2Coast is the name of the program. Gallagher Benefit Services receive no compensation from this program. Mr. Parker asked if there were questions.

The Chairman asked for a ballpark figure of how much it might be worth to the County. Mr. Parker said he did not know until the program is rolled out. He said it depends on how quickly we make the cards available and how many people pick them up. Where to place the cards is up to the County to decide. Commissioner Bosch asked how long other counties have been involved. Mr. Parker believes the program is less than a year old. He stated the biggest obstacle is skepticism. He felt the same way when he first heard of the program. He then gave a background as to how the prescription rebates work.

Commissioner Nelms asked that regardless of the price of the drug, the rebate will be the same. Mr. Parker said that is correct. Commissioner Nelms also inquired how the company will track the dollars back to Cherokee County. Mr. Parker stated there will be a unique identifier on the card specific to the County. Commissioner Nelms asked who is in charge of that. Mr. Parker stated it was Financial Marketing Concepts. Commissioner Nelms further asked if there was an audit process in place. Mr. Parker replied it is through what they called a reconciliation process. Commissioner Nelms asked how the dollar amount transacts to the County, if it's annually or quarterly. Mr. Parker said the program is a point of sale event and that they will probably report monthly. He added he anticipates that any payments to Cherokee County are going to be at the end of the month following the month in which the drugs are dispensed. The funds go directly to the county.

The Chairman interjected that he assumes in some way the ACCG would step in and make sure the process is working. Mr. Parker went on to mention the liability issues in the contract. There is an indemnification clause. Commissioner Johnston asked when someone signs up do they have to give personal information or is it as simple as a stack of cards and someone takes one. Steve McClure stated that the website asks for name, address, and phone number and that's it. Commissioner Bosch added that one picking up a card from a stack would probably have to register the card. Mr. Parker mentioned there is a clause in the contract stating the company would protect the individual's information and would not use it for any other reason. If the County sees it as an issue, it can be put in the form of an addendum in the contract. Commissioner Bosch felt that ACCG would not do anything to jeopardize their reputation. Further discussion concluded that when the prescription is filled, the number on the card is likely automatically associated with the individual.

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

Chairman Ahrens went over the **Chairman's portion**:

The Chairman stated that we have two "at large" appointments to the Planning Commission that expire on December 31<sup>st</sup> to discuss. He commented that he reached out to Bob Whittaker and he spoke to Garland Steward to see if they were willing to continue serving in their positions. Mr. Whittaker replied back to the Chairman that they both would continue. The Chairman said he would leave that open unless the Board wanted to discuss it further. He added that the Commissioners-elect may have their own appointments to add.

Commissioner Bosch stated that she wanted to confirm that the Board is ready to make a motion on the Coast2Coast before progressing further with the meeting. Ms. Davis stated that she didn't think the revisions of the contract had been agreed upon by the company, but if the Board wants to push it forward with the approval of our proposed modifications, she suspects there could be some negotiations back and forth. She would bring those back to the Board if they change substantially. The Board received a redline contract from Ms. Davis a couple of weeks prior with clarification of what the conditions were. They put in their standard contract provisions. Ms. Davis added that the Board can wait upon final approval from Mr. Cooper and herself.

The Chairman went on with his portion and said that there are two vacancies on the respective Development Authorities. He met with the Chairmen of both. He also mentioned the re-appointment of Chief Danny West to the Northwest Region 1 EMS Services Council. Mr. West has agreed to serve. Commissioner Nelms will be Vice-Chair for next year. The Chairman said he opted to include that in this meeting since he will be absent at the next meeting.

The Chairman announced the State Delegation meeting to take place on Thursday, December 6<sup>th</sup>. They are holding meetings with the City councils as well as the Board and then will have a public meeting in Cherokee Hall at 6:30 p.m. The Chairman will distribute to them desired topics of discussion. One he mentioned was regarding the respective Georgia codes for the Development Authorities as well as codes that allow counties to levy ad valorem taxes with a request that they find a way to change the code. The Chairman also included Certificates of Need. He feels this is an archaic anti-competitive legislation and non-marketing related. Commissioner Johnston added that it goes back to the days when government ran hospitals and the state was concerned that if government put in too many hospitals, then the market would be flooded with hospital capacity, and some would fail and would cost the government money. Hospitals are now for the most part owned by non-profits. Commissioner Bosch stated the entire process is cumbersome and that they spend big money just completing the application.

The Chairman talked about HOST II and believes that if the state sees this as a tax reform package, then they could clean up the existing legislation and make it clearer. Then, with voter approval they could terminate one and commence the other. The Chairman went over the last topic of financial impact of State Highway 20 construction on local businesses. Some entrances are either blocked or people have to navigate

through cones. Owners are asking to have the State come up with some sort of system to lessen business interruption. Commissioner Hubbard interjected that maybe we can take the lead in asking GDOT and legislature for a procedure.

Commissioner Johnston confirmed with the Chairman that the meetings are open to the public and begin at 2:30 p.m. Commissioner Nelms asked if the Chairman included anything about economic viability and some of the big corporations we've lost to groups like Research Triangle. The Chairman answered that it is under the Economic Development caption.

The Chairman mentioned that since he would not be at the next meeting, he will give Christy Black a draft of the January retreat agenda to be distributed. Then, Ms. Black will submit an official public notice to the media during the first week in January.

Mr. Cooper went over items under the **Consent Agenda** portion:

- Consider approval of FY2012 GDOT supplemental contract in the amount of \$13,782 for reimbursement of operating expenses associated with the CATS 5311 Rural Public Transportation program. Per the supplemental contract Cherokee County will be reimbursed an additional \$13,782 in FY2012 operating expenses.
- Consider approval to set a public hearing for January 8, 2013 for an Exceptional Variance to the TND Ordinance at 5808 Highway 92 for a restaurant. Ms. Stallings clarified zoning questions.

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

- Consider to purchase three (3) vehicles and two (2) enclosed bed units for the Marshal's Office for a total amount of \$83,382 from SPLOST funds.
- Consider approval to accept and approve Aquatic Center add alternates for one-year maintenance agreement with option for second year in the amount of \$50,000 year one and \$52,000 for year two as submitted by Aqua Design Systems; and approval to accept one-year agreement with Shumate Mechanical in the amount of \$18,000 and second year agreement in the amount of \$18,000. Total amount for the first year not to exceed \$70,000.

Commissioner Hubbard confirmed that the funds had already been budgeted and they are just up for approval at this point. Commissioner Nelms asked Mr. Cooper if there have been any approaches on the national high school level for use of the Aquatic Center. Mr. Reynolds answered not at this time. However, the local swim leagues will host three to four swim meets a year in addition to any high school meets the County hosts. Commissioner Johnston stated swim meets occur every other weekend during the high school swim season.

- Consider approval to award low bidder, Alert Works, Ltd., for the purchase of NOAA Weather Radio All Hazard Receivers in an amount not to exceed \$23.00 per radio for 500 radios for a total amount not to exceed \$11,500. Second lowest bid was in the amount of \$25.90 per radio from Midland Radio Corp.

Commissioner Johnston asked what is done with the current radios. Mr. Cooper said they will be distributed to those who need them. The Chairman asked how people obtain them. Mr. Cooper responded that the radios are provided through a federal grant through Homeland Security. He believes they provide them to Senior citizens who may need them.

- Consider approval to engage McClendon & Associates to perform a forensic audit related to the BGR/Bobo Project in the amount not to exceed \$75,000.

Mr. Cooper noted the period of time covered in the audit will be from 2005 to the present. Commissioner Bosch asked what part of the scope will the audit begin with. Mr. Cooper stated they will interview multiple people and look at all documents pertaining to the subject. Commissioner Bosch stated she understood there was a rush to have the Board investigated and would be fine if they started there first. Commissioner Johnston commented that there needs to be a public disclosure of all findings. Ms. Davis interjected that she contemplates we are going to be given access to all of the documentation via something like dropbox and that the information is public record. She summarized that what we are doing is having a trained professional pour through the documents and draw conclusions to trace revenue and so forth and in doing so, they will probably request more information and we will provide anything the auditor asks. Preliminary findings will not be disclosed along the way, once completed it will be turned over the Board for production in accordance to the Open Records Act. The Chairman made reference to a recent forensic audit done by Dekalb County.

- Consider approval of Coast2Coast Rx Program and agreement as modified by Jarrard & Davis.

Ms. Davis went over items under the **County Attorney** portion:

- Consider amendment to Cherokee County Code of Ordinances related to the regulation of dangerous dogs.

Animal Shelter Director Susan Garcia was asked her opinion of the new ordinance. Ms. Garcia responded that in trying to find bonds with underwriters, they discovered they will have a hard time underwriting the bonds for dog owners because collecting them would be difficult. She further stated that holding the animals costs the County money that is rarely recovered. She added that the minimum hold time for dangerous or vicious dogs is 15 days for them to decide whether to go to trial and 30 days for the Animal Control Board to convene to hear the case. She said in addition there are cruelty cases, criminal cases, and dog bite

quarantine cases of which no costs are recovered. She said that typically, the owners go through the hearing with a majority losing the case, then they walk away from their obligation due to the shelter. It costs more to try and collect the debt than the debt itself. She said that other jurisdictions have found ways to make owners pay in advance and that they will continue to try and find a way to do the same. Ms. Davis reaffirmed that we do have a charge process, but the reality is it's not worth the collection effort. She further stated Ms. Garcia had an idea of posting a bond but was not able to come up with a resolution due to the costs associated with issuing/collecting bonds. Commissioner Nelms asked if we could mitigate the cost. He added that we need to decrease the time period for the owner. Commissioner Hubbard stated that if the owner is willing to fight it, they should be required to pay a kennel fee. The Chairman asked if any of the County staff has been injured in the process of obtaining these dogs. Ms. Garcia confirmed that to be true. Commissioner Bosch commented they had to change the kind of cage used because the dogs were biting through the metal. Commissioner Nelms complimented on the cleanliness of the shelter upon a recent visit during their Open House. Ms. Davis suggested following through with adopting the ordinance during the regular meeting in order to be in compliance with state law which will give more leverage while Animal Control continues to research the cost issue, amending later as needed.

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The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 4:36 p.m. Commissioner Bosch seconded and the motion carried unanimously.

Executive Session to Follow

# MINUTES

## Cherokee County Board of Commissioners

December 4, 2012

Regular Meeting

CHEROKEE HALL 6:00 PM

### INVOCATION

Commissioner Hubbard gave the 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"*

Commissioner Bosch led the Pledge of Allegiance.

### CALL TO ORDER

### CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:03 p.m. Those present include Commissioner Harry B. Johnston; Commissioner Jim Hubbard; Vice Chair/Commissioner Karen Bosch; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

### RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for a motion to ratify closure of Executive Session at 5:10 p.m.; Commissioner Hubbard made the motion; Commissioner Johnston seconded and there was unanimous approval.

### PRESENTATIONS

### AMENDMENTS TO AGENDA

Under Chairman's portion: Add C) Reappointment to the Region 1 EMS Board.  
D) Elect Vice Chair for 2013 to District 4.

Under County Manager's Portion: Add 2.5) Consider Coast2Coast Rx Program.

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

## **ANNOUNCEMENTS**

The Chairman announced that Senator Rogers had resigned today and has taken a position with the Public Broadcast System.

## **APPROVAL OF EXECUTIVE SESSION MINUTES FROM NOVEMBER 20, 2012**

As distributed by the County Manager.

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

## **APPROVAL OF WORK SESSION MINUTES FROM NOVEMBER 20, 2012.**

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

## **APPROVAL OF REGULAR MEETING MINUTES FROM NOVEMBER 20, 2012.**

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

## **PUBLIC HEARING**

None Scheduled.

## **PUBLIC COMMENT**

Four people signed up to speak:

1. Carolyn Cosby signed up to speak about the forensic audit.
2. John Hiland signed up to speak about civics matters.
3. Tom Ware signed up to thank Commissioners Bosch and Hubbard for their 8 years of service to Cherokee County.
4. Marcus Beavers signed up to speak about civic matters.

## **ZONING CASES**

## **COMMISSION BUSINESS**

### **CHAIRMAN**

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

- A. Discuss upcoming vacancies on the Planning Commission.

Chairman Ahrens stated that Bob Whittaker and Garland Stewart both had appointments expiring the end of this year. Commissioner Johnston stated that they were the anchors of that board and that there was every reason to reappoint them.

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

- B. Recommendations for appointments to Cherokee County Development Authority and to the Development Authority of Cherokee County.

Chairman Ahrens stated that the constitutional development authority board (Cherokee County Development Authority) would have a vacancy at the end of the year with Bill Wester not wishing to continue. He said they had received a nomination from that board to appoint Ben Looper whose term would begin January 1, 2013.

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

Commissioner Hubbard added that he was delighted knowing Mr. Looper would be serving on that board because he is very involved and will do a great job.

The Chairman stated that Randy Gravley had other obligations and could not serve again on the Development Authority of Cherokee County. He said that they had a recommendation from the Cherokee Office of Economic Development to appoint Mark Goddard for the four year term beginning on January 1, 2013.

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

Commissioner Johnston commented that Mr. Goddard was the obvious choice and Commissioner Hubbard concurred.

The Chairman added that other reappointments to the board whose terms expire at the end of year are Wanda Roach, Robert Logan and Pat Comeaux.

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

C. Amended: Reappoint Chief Dan West to the Northwest Georgia - Region 1 Emergency Medical Services Council for another two-year term.

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

D. Amended: Election of Vice Chair for 2013 to District 4, Commissioner Nelms.

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

Chairman Ahrens added that he failed to mention the reappointment of Steve Holcomb to the Development Authority of Cherokee County whose term expires the end of this year.

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

Chairman Ahrens then added that on December 6 the Delegation was meeting with Cherokee County at 2:30 p.m. in the BOC Conference Room upstairs at the Bluffs and that this was an open meeting. He said that a Town Hall meeting was being held at 6:30 p.m. in Cherokee Hall that same day.

Chairman Ahrens stated that he would not be at the December 18 meeting because he would be visiting his mother in Connecticut, adding that this would be just the second meeting he'd missed. He said that he would have a draft agenda prepared for the January 17 retreat and that proper notice would be sent to the media the first week in January.

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**JIM HUBBARD**

**VICE CHAIR/COMMISSION DISTRICT 3**

**KAREN BOSCH**

**COMMISSION DISTRICT 4**

**JASON NELMS**

## CONSENT AGENDA

- 1.1 Consider approval of FY 2012 GDOT supplemental contract in the amount of \$13,782.00 for reimbursement of operating expenses associated with the CATS 5311 Rural Public Transportation program. Per the supplemental contract Cherokee County will be reimbursed an additional \$13,782.00 in FY 2012 operating expenses.
  
- 1.2 Consider approval to set a public hearing for January 8, 2013 for an Exceptional Variance to the TND Ordinance at 5808 Highway 92 for a restaurant.

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

---

## COUNTY MANAGER

- 2.1 Consider approval to purchase three (3) vehicles and two (2) enclosed bed units for the Marshal's Office for a total amount of \$83,382.00 from SPLOST Funds.

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

- 2.2 Consider approval to accept and approve Aquatic Center add alternates for one-year maintenance agreement with option for second year in the amount of \$50,000.00 year one and \$52,000 for year two as submitted by Aqua Design Systems; and approval to accept one year agreement with Shumate Mechanical in the amount of \$18,000 and second year agreement in the amount of \$18,000. **Total amount for the first year not to exceed \$70,000.00.** (\$35,000 in FY2013 and \$35,000 in FY2014).

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

- 2.3 Consider approval to award low bidder, Alert Works, Ltd., for the purchase of NOAA Weather Radio All Hazard Receivers in an amount not to exceed \$23.00 per radio for 500 radios for a total amount not to exceed \$11,500.00. Second lowest bid was in the amount of \$25.90 per radio from Midland Radio Corp.

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

2.4 Consider approval to engage McClendon & Associates to perform a forensic audit related to the BGR/Bobo Project in the amount not to exceed \$75,000.00.

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

2.5 Amended: Consider approval of Coast2Coast Rx Program and agreement as modified by Jarrard & Davis.

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

---

## **COUNTY ATTORNEY**

3.1 Consider amendment to Cherokee County Code of Ordinances related to the regulation of dangerous dogs.

Ms. Davis recommended adopting the ordinance as is to be in compliance with state law and to give us more leverage. Animal Control will continue to research the cost issue discussed in Work Session and amendments to the ordinance can be made at a later date.

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

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 6:56 p.m.; Commissioner Nelms seconded and the motion received unanimous approval.

**CHAIRMAN**

**L. B. AHRENS**

Retreat Agenda will include discussion on the following topics and others may be added:

- Review of 2012 / Outlook for 2013
- Fiscal Integrity
- BOC Initiatives: Lifelong Communities  
Ethics Ordinance Revision  
Economic Development  
County Strategic Plan  
Other

The retreat will be held on January 17 and January 18 at Barnsley Gardens, beginning at 3:00 p.m. on January 17 and concluding by noon on January 18. (Official notice will be submitted to the media the first week in January 2013.)

Cherokee County, Georgia  
Agenda Request

SUBJECT: Request to set a Public Hearing MEETING DATE: December 18, 2012

SUBMITTED BY: Vicki Taylor Lee, Zoning Administrator

COMMISSION ACTION REQUESTED:

Request the Board of Commissioners consider setting a public hearing date for January 22, 2013 to hear a request for modification of a zoning condition, specifically Condition 2, on Rezone Case No. 00-12-030.

FACTS AND ISSUES:

Condition 2 of the Resolution states, *Developer maintains the required 50 foot buffer around the entire site*. This buffer was required of all conservation subdivisions at that time.

BUDGET:

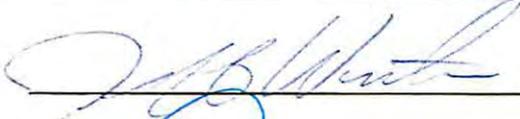
Budgeted Amount:	\$	Account Name:
Amount Encumbered:	\$	Account #:
Amount Spent to Date:	\$	
Amount Requested:	\$	
Remaining Budget:	\$	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Staff recommends that the public hearing be set for January 22, 2013.

REVIEWED BY:

DEPARTMENT HEAD: 

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

COUNTY MANAGER: 

RESOLUTION - 2001-R-016  
CASE #00-12-030  
Robert Meyer

A resolution approving the rezoning of the following described property:

58.32 acres located in land lot(s) 33, 34, 1264 of the 2<sup>nd</sup>, 3<sup>rd</sup>, district, 2nd section of Cherokee County, Georgia, and indicated as parcel(s) 120 on tax map 02N13.

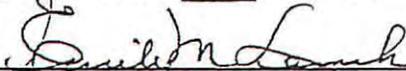
WHEREAS, it hereby is found and determined that a petition to change the zone of the above described property from AG to R-40 was filed on October 26, 2000.

Proposed Use: Conservation Use Subdivision

WHEREAS, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on Tuesday, January 23, 2001 in the Jury Assembly Room of the Cherokee County Justice Center. Recommendation from the Planning Commission was for approval with conditions\*.

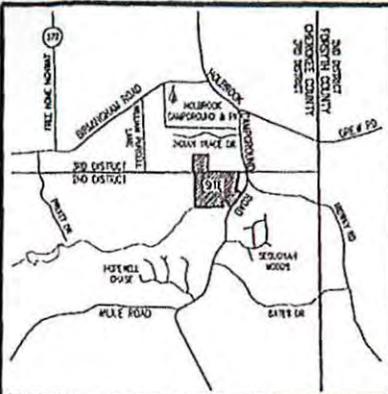
NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the above described property is now located in the R-40 (Conservation Use Subdivision) district, and the Cherokee County Planner hereby is directed to change the district maps accompanying and being part of the rezoning resolution.

Adopted this 13th day of February, 2001.

  
\_\_\_\_\_  
Emily M. Lemcke, Chairman  
  
\_\_\_\_\_  
Sheila R. Corbin, County Clerk  
(SEAL)

\* (1) Provide trails or pathways connecting the adjacent subdivision where applicable, (2) Developer maintains the required 50' buffer around the entire site, (3) Sidewalks are provided on one side of the streets within the development, (4) All development standards are adhered to per the County development code and staff comments.

1. Maximum number of lots not to exceed 29.  
Revise Future Land Use Map (FLUM) to reflect this proposal.



LOCATION MAP SCALE - 1"=2000'

# 1111-1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000

04 MAY -6 AM 9:31  
BOOK 79 PAGE 10  
Anna M. Brown

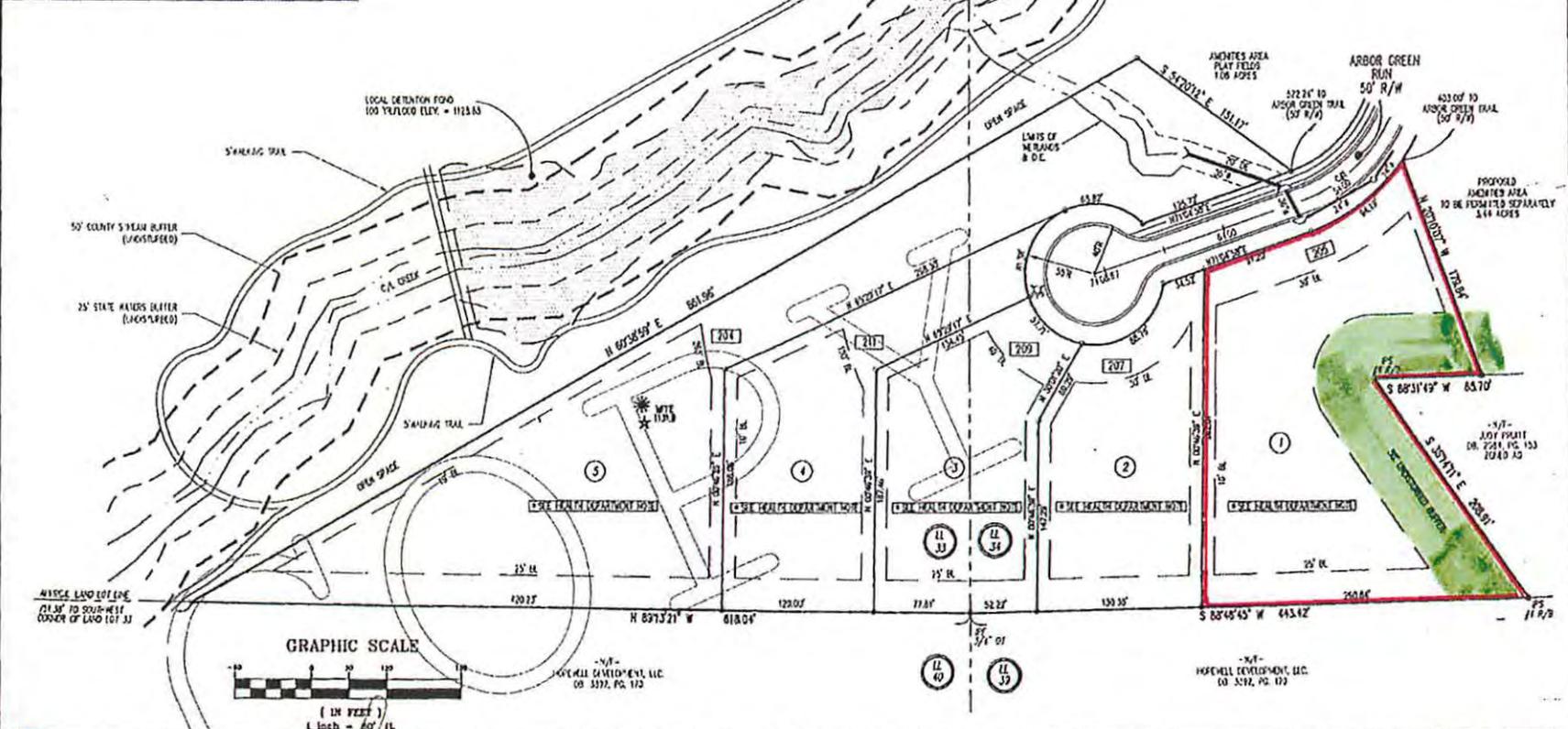
LINE	BEARING	LENGTH	AREA	PERIMETER
1	S 88°51'43" W	65.570'	10.58	42.722
2	S 30°17' E	200.00'	0.64	28.015
3	S 88°51'43" W	65.570'	0.63	22.421
4	S 88°51'43" W	65.570'	0.75	32.437
5	S 88°51'43" W	65.570'	1.94	64.478

**LEGEND**

- DOUBLE WING CATCH BASIN
- HEADFALL
- LOT NUMBER
- STORM PIPE
- PIPE SIZE
- PROPERTY CORNER
- DRAINAGE EASEMENT
- BUILDING LINE

**LOT AREA SUMMARY**

LOT	ACRES	(sq ft)
1	0.58	42,722
2	0.64	28,015
3	0.63	22,421
4	0.75	32,437
5	1.94	64,478



**Centerline Surveying Systems, Inc.**  
1301 SHILOH ROAD, SUITE 1210, KENNESAW, GA. 30144  
PHONE: (770) 424-0028 FAX: (770) 424-2399

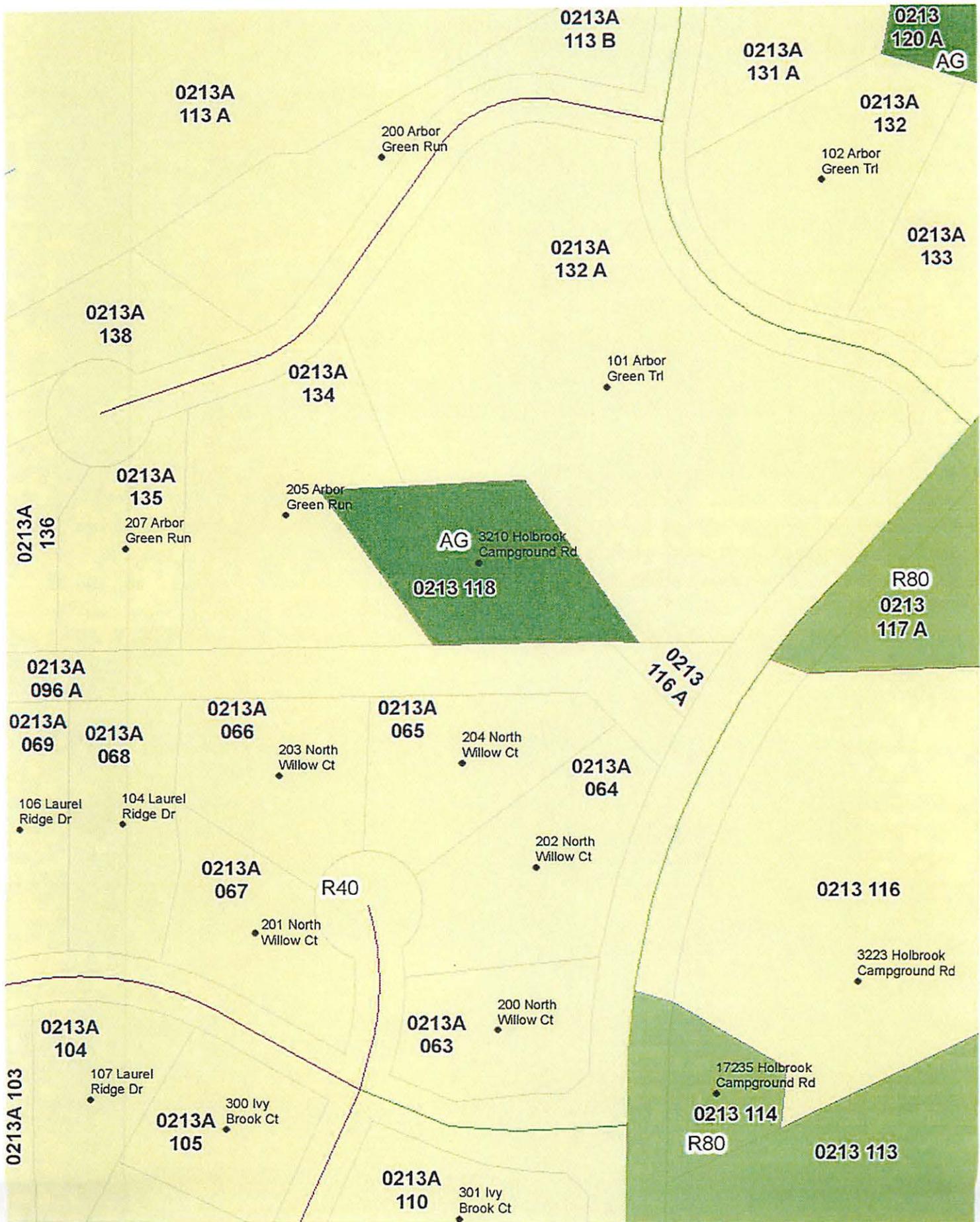


NO.	DATE	REVISION DESCRIPTION	BY

FINAL PLAT FOR  
**ARBOR GREEN, UNIT 2**  
PREVIOUSLY SUBMITTED AS LAUREL TRACE  
PROPERTY IS LOCATED IN LAND LOTS 33 & 34  
OF THE 2ND DISTRICT, 2ND SECTION  
CHEROKEE COUNTY, GEORGIA

DATE: 4/28/04  
JOB #: 3011077

SHEET No.  
2 of 2





0213A  
113 B

0213  
120 A

0213A  
113 A

0213A  
131 A

0213A  
132

0213A  
132 A

0213A  
133

0213A  
138

0213A  
134

101 Arbor  
Green Trl

0213A  
135

0213A  
136

0213 118

0213  
117 A

0213A  
096 A

0213A  
069

0213A  
068

0213A  
066

0213A  
065

0213  
116 A

0213A  
064

0213A  
067

0213 116

0213A  
104

0213A-103

0213A  
105

0213A  
063

202 North  
Willow

3223 Holbrook  
Campground Rd

0213 114

0213 113

0213A  
110

321  
Brook Ct

Cherokee County, Georgia  
Agenda Request

SUBJECT: Request to set a Public Hearing MEETING DATE: December 18, 2012

SUBMITTED BY: Vicki Taylor Lee, Zoning Administrator

COMMISSION ACTION REQUESTED:

Request the Board of Commissioners consider setting a public hearing date for January 22, 2013 to hear a request for modification of a zoning condition, specifically Condition 2, on Rezone Case No. 00-12-030.

FACTS AND ISSUES:

Condition 2 of the Resolution states, *Developer maintains the required 50 foot buffer around the entire site.* This buffer was required of all conservation subdivisions at that time.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

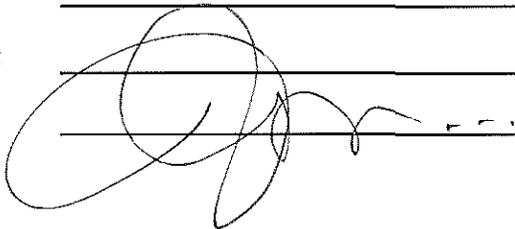
Staff recommends that the public hearing be set for January 22, 2013.

REVIEWED BY:

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

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

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





**Sonya Little**  
Tax Commissioner

**Dana McKinzie**  
Chief Deputy Tax Commissioner

December 13, 2012

Mr. Jerry Cooper, County Manager  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114

Re: Tax Commissioner Authorization and Agreement

Dear Mr. Cooper:

Pursuant to O.C.G.A. 48-5-146, I respectfully request the authority from the Board of Commissioners authorizing the Tax Commissioner's offices to accept personal, company, certified, treasurers, and cashier's checks. In addition authorization to accept bank, postal, and express money orders as well as credit/debit cards in payment for Tax and Tag fees.

Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in cursive script that reads "Sonya Little".

Sonya Little, Tax Commissioner

## Cherokee County, Georgia Agenda Request

---

SUBJECT: Ambulance Contract Amendment

MEETING DATE: 12/18/2012

SUBMITTED BY: Chief West

---

**COMMISSION ACTION REQUESTED:**

Approved Amendment 1 to the Professional Services Agreement (PSA) dated November 17, 2011 with Ten-8 Fire Equipment, Inc.

---

**FACTS AND ISSUES:**

On November 1, 2011, the Board awarded a PSA to Ten-8 Fire Equipment for the purchase of ambulances (squads) as per the specifications outlined in RFP 2011-20. At the time of the award, Ten-8 Fire Equipment was in contract with Pierce Manufacturing, Inc. (dba Medtec Ambulances) as the manufacturer. Medtec has since gone out of business and Ten-8 has found a new manufacturer, Marque Ambulance in Indiana. Marque has agreed to manufacture ambulances in accordance with all specifications outlined in the RFP.

After discussions and meetings with Ten-8 Fire Equipment, Purchasing and Fire/ES personnel, an agreed upon approach has been achieved to continue the PSA with Ten-8 and allow for the continued purchasing of the much needed new squads.

Amendment 1 to the PSA makes the following revisions/additions to the existing contract:

- Change manufacturer to Marque Ambulance
- Price per squad is \$142,755 which includes allowance of \$400 per squad for three (3) Cherokee County Fire/ES personnel to visit manufacturer in Indiana to inspect all squads prior to delivery
- Adds Liquidated Damages in the amount of \$250 per squad per day for all deliveries after promised, written delivery date for a not to exceed amount of \$5,000 per squad per calendar year
- Delivery date of May 14, 2013 for first four (4) squads; liquidated damages begin on May 21, 2013

All other terms of the PSA remain unchanged. There is no guarantee to purchase any number of squads after the initial order of four (4).

---

**BUDGET:**

Budgeted Amount: \$710,000  
 Amount Encumbered: \$0  
 Amount Spent to Date: \$442,386  
 Amount Requested: \$267,614  
 Remaining Budget: \$0

Account Name: SPLOST V - Vehicles  
 Account #: 3352000-542200-57410

Budgeted Amount: \$400,000  
 Amount Encumbered: \$14,656  
 Amount Spent to Date: \$0  
 Amount Requested: \$303,406  
 Remaining Budget: \$81,938

Account Name: SPLOST '12 - Vehicles  
 Account #: 3352200-542200-67400

Budget Adjustment Necessary: Yes No 

Note: If yes, please attach budget amendment form

Contract Approval Required: Yes  (Amendment) No

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

---

ADMINISTRATIVE RECOMMENDATION:

Authorize Chairman to execute Amendment One to PSA 2011-20: Cherokee County Fire and Emergency Services New Squads.

---

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

The signature lines are filled with handwritten signatures. The top line has a signature that appears to be 'Jim [unclear]'. The middle line has a signature that appears to be 'Jim [unclear]'. The bottom line has a signature that appears to be 'J. R. [unclear]'. There are also some initials and scribbles on the lines.



Cherokee County  
Board of Commissioners

Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114

AMENDMENT ONE  
to  
Professional Services Agreement  
for  
2011-22: Cherokee County Fire and Emergency Services  
New Squads

**Award Date:** November 17, 2011

**Consultant:** Ten-8 Fire Equipment, Inc.  
1591 Collier Rd  
Forsyth, GA 31029

**AMENDMENT ONE**

The following amendments to the Professional Service Agreement dated November 17, 2011 made and entered into by Cherokee County (County) and Ten-8 Fire Equipment, Inc. (Consultant) shall take precedence over any and all terms and conditions in conflict herewith as part of this Agreement:

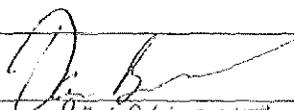
1. Whereas the Consultant's manufacturer (subcontractor), Pierce Manufacturing, Inc. (dba Medtec Ambulances) has gone out of business; and
2. Whereas the Consultant has found a new manufacturer (subcontractor), Marque Ambulance, 25161 Leer Drive, Elkhart, Indiana 46514, to supply the specified squads as per all the technical specifications outlined in the RFP 2011-22 and in the PSA; and
3. Whereas the new price per ambulance has increased by One Thousand Seven Hundred Dollars (\$1,700) per squad for a flat fee of One Hundred Forty-Two and Seven Hundred Fifty-Five Dollars (\$142,755) per squad; and
4. Whereas this price includes Four Hundred Dollars (\$400) per squad for three (3) Cherokee County Staff members to travel to the manufacturer/supplier for final inspection of all squads prior to delivery; and
5. Whereas via this Amendment, Section III.D – Liquidated Damages clause is being added to read, "The County and Consultant recognize that delivery schedule is of essence to this Agreement and that the County will suffer financial loss if the delivery schedule promised by the Consultant is not met. County and Consultant agree that as liquidated damages for delay (but not as a penalty), the Consultant shall pay to the County, Two Hundred Fifty Dollars (\$250.00) per ambulance for each and every day that expires after the written promised delivery date by the Consultant; and
6. Whereas the delivery date for the first four (4) squads is on or before May 14, 2013 and the delivery dates for any subsequent squads that may be ordered shall be agreed upon by all Parties and put in writing by the Consultant; and
7. Whereas for the initial order of four (4) squads the agreed upon promised delivery date is May 14, 2013 and liquidated damages will be assessed beginning May 21, 2013; and
8. Whereas the sum total of the liquidated damages shall not exceed Five Thousand Dollars (\$5,000) per squad per contract year; and
9. Whereas the Consultant's new manufacturer, Marque Ambulance, is an authorized Georgia dealer and has supplied all required warranties which are attached hereto and made a part of the Agreement via this Amendment; and
10. Whereas the Consultant's new manufacturer, Marque Ambulance, has executed Exhibit B-1 (Subcontractor E-Verify Affidavit) which is attached hereto and made a part of the Agreement via this Amendment.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2012

**CONSULTANT:**  
**Ten-8 Fire Equipment, Inc.**

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

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

  
\_\_\_\_\_  
PRESIDENT

By: L. B. Ahrens, Jr.  
Its: Chairman

# Cherokee County, Georgia Agenda Request

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Agenda No.

2.2

SUBJECT: Final Acceptance  
Centennial Lakes Subdivision  
Parkway and Open Area

MEETING DATE: December 18, 2012

SUBMITTED BY: Geoffrey E. Morton

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COMMISSION ACTION REQUESTED:

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

---

FACTS AND ISSUES:

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

Included are: Centennial Lakes Parkway – 1,291 LF  
Shaw Drive – 295 LF

---

BUDGET:

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ADMINISTRATIVE RECOMMENDATION:

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

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REVIEWED BY:

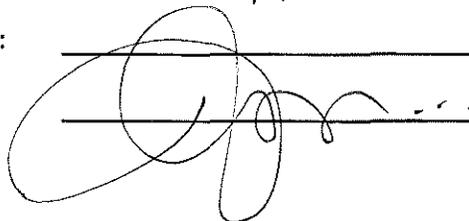
DEPARTMENT HEAD:

  
\_\_\_\_\_

COUNTY ATTORNEY:

\_\_\_\_\_

COUNTY MANAGER:

  
\_\_\_\_\_



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

December 5, 2012

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

**Re: Final Acceptance – Centennial Lakes Parkway  
Including a portion of Centennial Lakes Parkway (1,291 L.F.) and a portion  
of Shaw Drive (295 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 Centennial Lakes for County Maintenance.

Whereas, it is hereby found and determined that a portion of Centennial Lakes Parkway (1,291 L.F.) and a portion of Shaw Drive (295 L.F.) does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that a portion of Centennial Lakes Parkway (1,291 L.F.) and a portion of Shaw Drive (295 L.F.), having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of Centennial Lakes and located in Land Lots 1249 and 1250, of the 21<sup>st</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

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SUBJECT: Key Risk W/C TPA Contract Extension  
 SUBMITTED BY: Jerry W. Cooper, County Manager

MEETING DATE: December 18, 2012

---

**COMMISSION ACTION REQUESTED:**

Approve 1-year extension of Professional Services Agreement with Key Risk Management Services from January 1, 2013 through December 31, 2013.

---

**FACTS AND ISSUES:**

**No Changes:**

Minimum Annual Fee remains \$54,000

Onsite Case Management remains \$84/hour

Medical Bill Review remains \$8.75 per bill

Telephonic Case Management Services remains \$90/hour (note: this service is rarely utilized)

Utilization Review Services flat rates as follows:

Pre-Certification	\$135
Concurrent Review	\$125
Retrospective Review	\$155
Peer Review	\$210

**Key Risk Outcomes:**

1) Compared to 2011 regarding Medical Bill Review, Paid amount reduced from \$531,262 to \$444,999; Net Savings as % of Billed Amount increased from 37% to 45%; Penetration % of Network Providers increased from 84% to 89%; and, Penetration % of Billed Amount maintained at 91%.

2) Open claims from period Key Risk took over TPA Services reduced from 62 to 27 – a reduction of 56.5%.

---

**BUDGET:**

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

Budget Adjustment Necessary:

---

**ADMINISTRATIVE RECOMMENDATION:**

Approve renewal with no change in scope of services or fees.

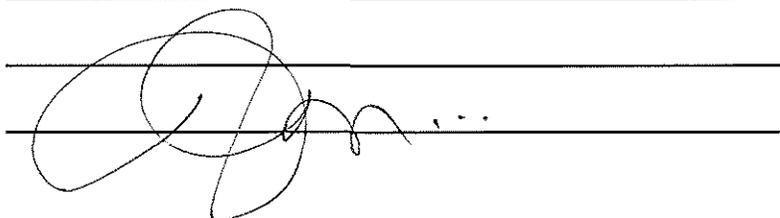
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**REVIEWED BY:**

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

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

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





Expertise is no accident

# Cherokee County, GA

Effective Date: 1/1/13-12/31/13

## Better Outcomes in Workers Compensation

### Service Highlights

- Designated account manager
- Designated senior lost time adjuster located in Alpharetta, GA
- Unlimited on-line access to claims information, via MasterKey Connects™
- First Report of Injury via the internet
- Banking arrangements
- Provide information to the Excess Carrier
- Indexing
- Check stock, issuance, postage
- Scheduled claim reviews
- Key Risk will act as Account Manager for Mandatory Insurer Reporting to CMS
- Access to Essentials Risk Management free video lending library and other risk management resources



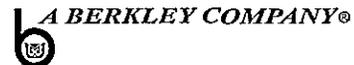
Workers Compensation  
Third Party Administration  
Service Proposal

Claims Administration  
Managed Care  
Medicare Set Asides  
Medical Bill Review  
Risk Management

### Contact Information:

**Carolyn Rhodes**  
Client Relations  
Manager

800.366.1511, ext. 7386  
crhodes@keyrisk.com



# Managed Care Service Fees – 2012

(Fee Structure for Key Risk Managed Care Services allocated to the claim file)

## Utilization Review

Pre-Certification	\$135 flat rate per intervention
Concurrent Review	\$125 flat rate per intervention
Retrospective Review	\$155 flat rate per assignment
Peer Review	\$210 flat rate per assignment*
Physician Advising	Physician Fee* (plus 25% administration charge)

\*Rate dependent upon needs of case and always pre-approved by claims adjuster.

## Telephonic Case Management

Actual Time at \$90 per hour

## Nurse Research & Consulting

Including research of conditional payment billings from CMS

## Life Care Planning Services

Actual Time at \$125 per hour plus actual expense

## Onsite Case Management

Medical Case Management

Actual Time at \$90 per hour plus actual expense

(Travel & Meals Time will be prorated unless activities/travel consume entire workday)

## Medicare Set Aside

File Evaluation	\$175
MSA Allocation	\$2,500 (standard) or \$3,000 (complex)
Submission to CMS	No fee
Drug Utilization Review	\$500
Expedited Referral	\$500 (5 business days) or \$350 (10 business days)



*Working Together. Delivering Better Outcomes.*

# Summary of Services – Cherokee County, GA

Effective Date: 1/1/12-12/31/13

Service	Fee Summary
Claims Administration	\$54,000 Minimum Annual Fee*
Medical Bill Review	\$8.75 per bill 30% of enhanced savings (beyond fee schedule)
Risk Management Services	Optional: available for \$140/hour or per project

*Minimum Annual Fee changed in quarterly installments of \$13,500.*

*Reconciled annually using the following per claim rates for newly received claims:*

*\*\$695 per new indemnity*

*\*\$140 per new medical only*

#### **Claim Type Definitions:**

Medical Only - defined as claims that have no paid indemnity. This includes medical only claims that are investigated, denied, or involve subrogation.

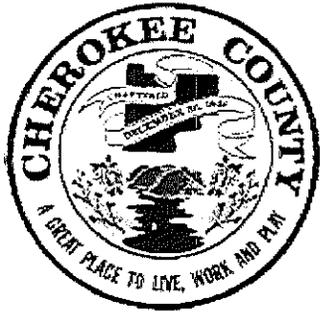
Indemnity - defined as claims with more than \$2,000 in medical bills; seven days or more of lost time; payment of PPD or disfigurement; litigation or mediation process; and an employee who returns to work on transitional duty (alternate or "light" duty), but requires follow-up by the claim adjuster to facilitate a full, unrestricted return to work.

#### **Allocated Expense Definition**

Claim expenses include allocated loss adjustment expenses including, but not limited to: legal services and defense costs, independent medical evaluations, photocopy and medical reports, police reports, surveillance, court reporter fees, transcript fees, copies of depositions, expert witness fees, rehabilitation services, medical bill re-pricing, negotiation services, access to preferred provider networks, and utilization review services. Program expenses include, but are not limited to, assessments, taxes, and audit and actuary fees.



*Working Together. Delivering Better Outcomes.*



**Key Risk**   
Expertise is no accident

**December 12, 2012**

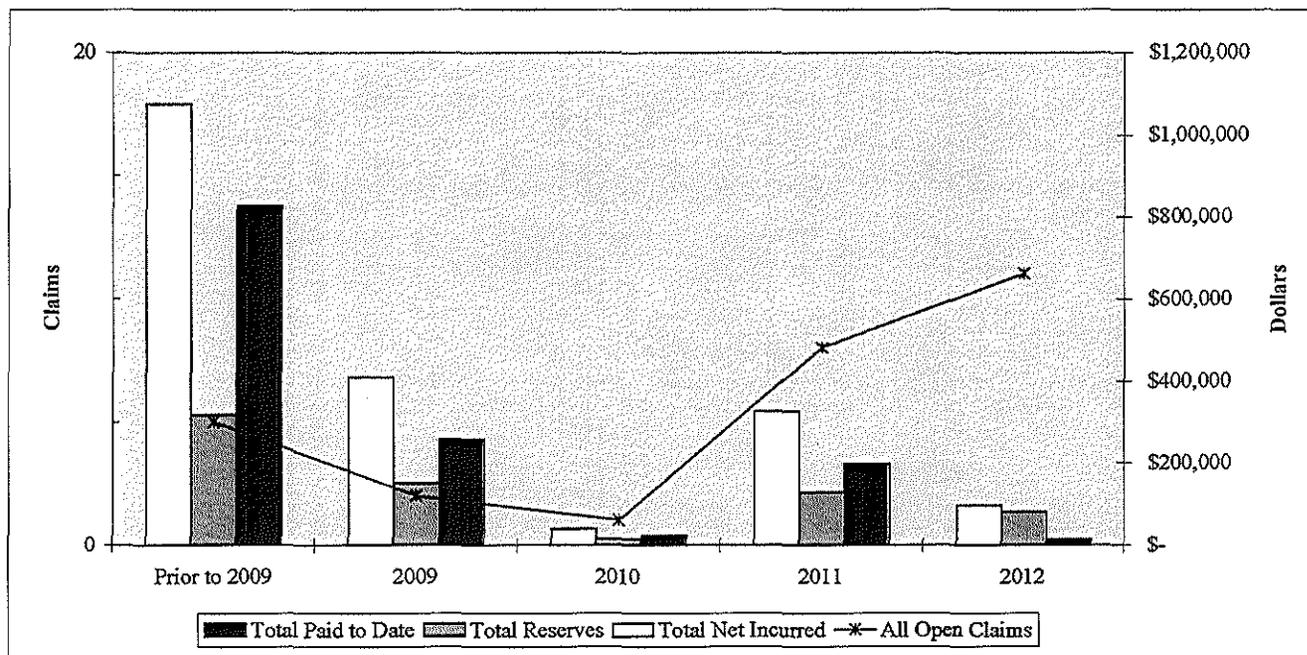
***Working Together.***

***Delivering Better Outcomes.***

**Prepared for:  
Cherokee County, Georgia**

**Cherokee County  
Open Claims Summary  
Valued as of 11/30/12**

FY	Open Indemnity	Open Medical	All Open Claims	Gross Total Paid	Total Reserves	Total Recoveries	Net Incurred
1996	1	0	1	\$127,309	\$1,191	\$68,446	\$60,054
2004	1	0	1	\$70,827	\$22,971	\$0	\$93,798
2006	1	0	1	\$156,519	\$6,291	\$0	\$162,810
2007	1	0	1	\$174,601	\$60,319	\$0	\$234,920
2008	1	0	1	\$296,146	\$226,864	\$0	\$523,010
2009	2	0	2	\$258,643	\$151,171	\$0	\$409,814
2010	1	0	1	\$23,884	\$15,814	\$0	\$39,698
2011	8	0	8	\$197,325	\$128,675	\$0	\$326,000
2012	3	8	11	\$14,649	\$81,709	\$0	\$96,358
<b>Totals</b>	<b>19</b>	<b>8</b>	<b>27</b>	<b>\$1,319,903</b>	<b>\$695,005</b>	<b>\$68,446</b>	<b>\$1,946,462</b>



**Cherokee County**  
**Open Compensation Claims Report by Year**  
**Valued as of 11/30/2012**

<u>Year</u>	<u>Employer Location</u>	<u>Claim #</u>	<u>Claimant Name</u>	<u>Accident Date</u>	<u>Claim Type</u>	<u>BMI #</u>	<u>Age</u>	<u>Gross Total Paid</u>	<u>Total Reserves</u>	<u>Total Recoveries</u>	<u>Net Incurred</u>
1996	CHEROKEE CO-BOARD OF COMMISSIONERS	11096078	ROBERT CULVERHOUSE	10/24/96	C	23.56	56	\$ 127,309.03	\$ 1,191.14	\$ 68,446.14	\$ 60,054.03
<b>1996 Total</b>		<b>1</b>						<b>\$ 127,309.03</b>	<b>\$ 1,191.14</b>	<b>\$ 68,446.14</b>	<b>\$ 60,054.03</b>
2004	CHEROKEE CO-SHERIFF INTERNAL AFFAIRS	11096974	PATRICK NEAL	08/10/04	C	23.73	33	\$ 70,827.23	\$ 22,971.02	\$ -	\$ 93,798.25
<b>2004 Total</b>		<b>1</b>						<b>\$ 70,827.23</b>	<b>\$ 22,971.02</b>	<b>\$ -</b>	<b>\$ 93,798.25</b>
2006	CHEROKEE CO-ROADS & BRIDGES	11097329	RODNEY POPHAM	10/30/06	C	23.32	37	\$ 156,519.33	\$ 6,290.91	\$ -	\$ 162,810.24
<b>2006 Total</b>		<b>1</b>						<b>\$ 156,519.33</b>	<b>\$ 6,290.91</b>	<b>\$ -</b>	<b>\$ 162,810.24</b>
2007	CHEROKEE CO-COUNTY MANAGER	11097427	LEVI HUGHES	09/10/07	C	23.67	70	\$ 174,601.06	\$ 60,318.75	\$ -	\$ 234,919.81
<b>2007 Total</b>		<b>1</b>						<b>\$ 174,601.06</b>	<b>\$ 60,318.75</b>	<b>\$ -</b>	<b>\$ 234,919.81</b>
2008	CHEROKEE CO-SHERIFF INTERNAL AFFAIRS	11097554	ALLEN MORRIS	08/09/08	C	27.25	27	\$ 296,145.65	\$ 226,864.03	\$ -	\$ 523,009.68
<b>2008 Total</b>		<b>1</b>						<b>\$ 296,145.65</b>	<b>\$ 226,864.03</b>	<b>\$ -</b>	<b>\$ 523,009.68</b>
2009	CHEROKEE CO-FLEET	11097721	BRANDON PRATT	10/15/09	C	28.61	26	\$ 177,638.81	\$ 142,463.63	\$ -	\$ 320,102.44
2009	CHEROKEE CO-FIRE FIGHTING	11097723	GREGORY DEAL	10/12/09	C	41.31	40	\$ 81,004.61	\$ 8,707.13	\$ -	\$ 89,711.74
<b>2009 Total</b>		<b>2</b>						<b>\$ 258,643.42</b>	<b>\$ 151,170.76</b>	<b>\$ -</b>	<b>\$ 409,814.18</b>
2010	CHEROKEE CO-SHERIFF CROSSING	11103888	JANET MACKEY	11/09/10	C	27.45	61	\$ 23,883.73	\$ 15,813.88	\$ -	\$ 39,697.61
<b>2010 Total</b>		<b>1</b>						<b>\$ 23,883.73</b>	<b>\$ 15,813.88</b>	<b>\$ -</b>	<b>\$ 39,697.61</b>

**Cherokee County**

**Open Compensation Claims Report by Year**

Valued as of 11/30/2012

<u>Year</u>	<u>Employer Location</u>	<u>Claim #</u>	<u>Claimant Name</u>	<u>Accident Date</u>	<u>Claim Type</u>	<u>BMI #</u>	<u>Age</u>	<u>Gross Total Paid</u>	<u>Total Reserves</u>	<u>Total Recoveries</u>	<u>Net Incurred</u>
2011	CHEROKEE CO-STATE COURT SOLICITORS	6121570	ENDER ISIN	05/29/12	C	36.18	54	\$ 19,315.14	\$ 11,934.86	\$ -	\$ 31,250.00
2011	CHEROKEE CO-UNIFORM PATROL	6122367	MICHAEL WELLS II	06/11/12	C	23.71	30	\$ 6,940.33	\$ 18,657.87	\$ -	\$ 25,598.20
2011	CHEROKEE CO-UNIFORM PATROL	1124706	JOHN BLACKERBY	01/18/12	C	34.86	30	\$ 46,243.25	\$ 25,256.75	\$ -	\$ 71,500.00
2011	CHEROKEE CO-FIRE FIGHTING	3122002	RYAN OSBORNE	03/20/12	C	30.34	37	\$ 9,935.75	\$ 13,314.25	\$ -	\$ 23,250.00
2011	CHEROKEE CO-FIRE FIGHTING	6122823	STUART FLEMING	06/17/12	C	30.51	46	\$ 22,142.56	\$ 12,896.44	\$ -	\$ 35,039.00
2011	CHEROKEE CO-FIRE FIGHTING	3120397	GREGORY TOWNSEND	03/08/12	C	27.12	41	\$ 34,445.55	\$ 26,304.45	\$ -	\$ 60,750.00
2011	CHEROKEE CO-ROADS & BRIDGES	10115519	DONAL BROOKS	10/11/11	C	32.97	28	\$ 47,347.68	\$ 16,528.67	\$ -	\$ 63,876.35
2011	CHEROKEE CO-PARKS & REC (CRPA)	1125972	REBECCA THOMAS	01/30/12	C	29.28	40	\$ 10,954.93	\$ 3,781.96	\$ -	\$ 14,736.89
<b>2011 Total</b>		<b>8</b>						<b>\$ 197,325.19</b>	<b>\$ 128,675.25</b>	<b>\$ -</b>	<b>\$ 326,000.44</b>
2012	CHEROKEE CO-UNIFORM PATROL	10125803	TODD EILERS	10/29/12	C	27.66	43	\$ 779.36	\$ 31,095.64	\$ -	\$ 31,875.00
2012	CHEROKEE CO-SPECIAL DETAIL SER	11127295	CHRISTOPHER FURMAN	11/13/12	M	0	42	\$ -	\$ 800.00	\$ -	\$ 800.00
2012	CHEROKEE CO-ADULT CORRECTIONAL	11126594	RICHARD UERKVITZ	11/05/12	M	0	36	\$ 16.95	\$ 583.05	\$ -	\$ 600.00
2012	CHEROKEE CO-FIRE FIGHTING	8129420	PENNIE LAMANAC	08/22/12	M	0	47	\$ 391.87	\$ -	\$ -	\$ 391.87
2012	CHEROKEE CO-FIRE FIGHTING	9122337	MICHAEL JONES	09/26/12	M	0	51	\$ 439.91	\$ -	\$ -	\$ 439.91
2012	CHEROKEE CO-FIRE FIGHTING	10123116	BRANDON KELLEY	09/28/12	M	0	31	\$ 449.88	\$ 150.12	\$ -	\$ 600.00
2012	CHEROKEE CO-EMS	11126098	VAL HICE	10/29/12	M	0	47	\$ 408.14	\$ 391.86	\$ -	\$ 800.00
2012	CHEROKEE CO-EMS	9120989	ASHLEY GRAVITT	09/13/12	C	30.85	33	\$ 5,449.03	\$ 27,550.97	\$ -	\$ 33,000.00
2012	CHEROKEE CO-CORONER	11126317	THOMAS PINYAN	11/03/12	M	0	61	\$ -	\$ 600.00	\$ -	\$ 600.00
2012	CHEROKEE CO-ANIMAL SHELTER	8126739	PATRICIA BOYLE D AMATO	07/30/12	M	0	47	\$ 2,291.65	\$ -	\$ -	\$ 2,291.65

**Cherokee County**

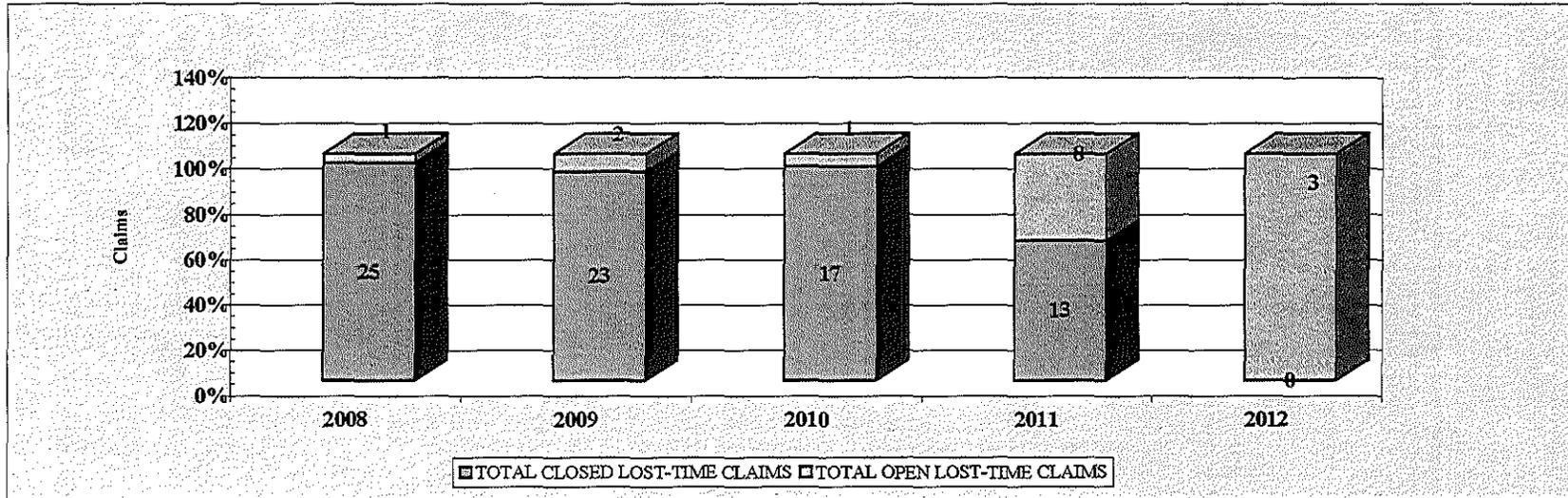
**Open Compensation Claims Report by Year**

Valued as of 11/30/2012

<u>Year</u>	<u>Employer Location</u>	<u>Claim #</u>	<u>Claimant Name</u>	<u>Accident Date</u>	<u>Claim Type</u>	<u>BMI #</u>	<u>Age</u>	<u>Gross Total Paid</u>	<u>Total Reserves</u>	<u>Total Recoveries</u>	<u>Net Incurred</u>
2012	CHEROKEE CO-ROADS & BRIDGES	8127718	DONAL BROOKS	08/14/12	C	30.34	29	\$ 4,421.89	\$ 20,537.48	\$ -	\$ 24,959.37
2012 Total		11						\$ 14,648.68	\$ 81,709.12	\$ -	\$ 96,357.80
Grand Total		27						\$ 1,319,903.32	\$ 695,004.86	\$ 68,446.14	\$ 1,946,462.04

**Cherokee County  
Compensation Claim Closure Rates  
By Fund Year Valued as of 11/30/12**

YEAR	TOTAL CLOSED COMPENSATION CLAIMS	TOTAL OPEN COMPENSATION CLAIMS	TOTAL COMPENSATION CLAIMS	% CLOSED
2008	25	1	26	96%
2009	23	2	25	92%
2010	17	1	18	94%
2011	13	8	21	62%
2012	0	3	3	0%



**Cherokee County**

**Compensation Claims Closed Between 1/1/2012 - 11/30/2012**

**Valued as of 11/30/2012**

<u>Year</u>	<u>Employer Name</u>	<u>First Name</u>	<u>Last Name</u>	<u>Claim Number</u>	<u>Date Closed</u>	<u>Date Reclosed</u>	<u>Total Paid</u>	<u>Net Incurred</u>
2008	CHEROKEE CO-BOARD OF COMMISSIONERS	LINDA	BALDWIN	11097557	10/24/2012		\$ 291,380.32	\$ 291,380.32
	<b>CHEROKEE CO-BOARD OF COMMISSIONERS Total</b>						<b>\$ 291,380.32</b>	<b>\$ 291,380.32</b>
2011	CHEROKEE CO-ELECTIONS	JAMES	FLEISHER	9113152	04/09/2012	10/18/2012	\$ 22,221.33	\$ 22,221.33
	<b>CHEROKEE CO-ELECTIONS Total</b>						<b>\$ 22,221.33</b>	<b>\$ 22,221.33</b>
2004	CHEROKEE CO-SHERIFF INTERNAL AFFAIRS	BELINDA	BINGAMAN	11097093	11/21/2005	01/03/2012	\$ 746,733.73	\$ 746,733.73
2009	CHEROKEE CO-SHERIFF INTERNAL AFFAIRS	GEORGE	GREENE	11097703	01/12/2012		\$ 69,463.94	\$ 69,463.94
2011	CHEROKEE CO-SHERIFF INTERNAL AFFAIRS	OLIE	CUSHING JR	11118450	05/01/2012		\$ 8,827.13	\$ 8,827.13
	<b>CHEROKEE CO-SHERIFF INTERNAL AFFAIRS Total</b>						<b>\$ 825,024.80</b>	<b>\$ 825,024.80</b>
2010	CHEROKEE CO-ADULT CORRECTIONAL	RENATO	GUIDO	6113344	05/01/2012		\$ 10,727.93	\$ 10,727.93
	<b>CHEROKEE CO-ADULT CORRECTIONAL Total</b>						<b>\$ 10,727.93</b>	<b>\$ 10,727.93</b>
2007	CHEROKEE CO-FIRE FIGHTING	BRANDY	MITCHELL	11097531	06/10/2008	08/21/2012	\$ 19,325.86	\$ 19,325.86
2008	CHEROKEE CO-FIRE FIGHTING	WESLEY	DENSMORE	11097667	06/03/2010	10/24/2012	\$ 45,448.99	\$ 45,448.99
2010	CHEROKEE CO-FIRE FIGHTING	WILLIAM	CUNNINGHAM	5119942	02/24/2012		\$ 29,756.65	\$ 29,756.65
2011	CHEROKEE CO-FIRE FIGHTING	MATTHEW	RICHTER	8110757	03/29/2012		\$ 25,182.25	\$ 25,182.25
2011	CHEROKEE CO-FIRE FIGHTING	CHRISTOPHER	CARTER	12110575	05/02/2012		\$ 17,759.65	\$ 17,759.65
2011	CHEROKEE CO-FIRE FIGHTING	DAVID	MORROW	3120083	05/15/2012		\$ 710.27	\$ 710.27

**Cherokee County**

**Compensation Claims Closed Between 1/1/2012 - 11/30/2012**

**Valued as of 11/30/2012**

<u>Year</u>	<u>Employer Name</u>	<u>First Name</u>	<u>Last Name</u>	<u>Claim Number</u>	<u>Date Closed</u>	<u>Date Reclosed</u>	<u>Total Paid</u>	<u>Net Incurred</u>
2010	CHEROKEE CO-FIRE FIGHTING	PAUL	MANNELLINO	1118977	06/13/2012	06/20/2012	\$ 141,214.28	\$ 141,214.28
2011	CHEROKEE CO-FIRE FIGHTING	NORMAN	DAWSON	12112511	08/01/2012		\$ 213.20	\$ 213.20
	<b>CHEROKEE CO-FIRE FIGHTING Total</b>						<b>\$ 279,611.15</b>	<b>\$ 279,611.15</b>
2010	CHEROKEE CO-EMS	SHAWN	LANGSTON	5119826	11/28/2011	05/09/2012	\$ 12,102.26	\$ 12,102.26
2011	CHEROKEE CO-EMS	ANDREW	VICKERS	4125221	04/18/2012	06/28/2012	\$ 10,010.70	\$ 10,010.70
2011	CHEROKEE CO-EMS	TIMOTHY	CROSSLAND	1123831	04/20/2012		\$ 10,787.65	\$ 10,787.65
2011	CHEROKEE CO-EMS	SHAWN	LANGSTON	5127920	06/29/2012		\$ 4,127.52	\$ 4,127.52
	<b>CHEROKEE CO-EMS Total</b>						<b>\$ 37,028.13</b>	<b>\$ 37,028.13</b>
2011	CHEROKEE CO-ROADS & BRIDGES	DAVID	EDGE	8119646	11/21/2011	07/09/2012	\$ 35,285.87	\$ 35,285.87
2011	CHEROKEE CO-ROADS & BRIDGES	JAMES	THEISS	2126568	05/01/2012		\$ 12,137.55	\$ 12,137.55
2011	CHEROKEE CO-ROADS & BRIDGES	LARRY	HUSKINS	5128946	11/26/2012		\$ 29,077.87	\$ 29,077.87
	<b>CHEROKEE CO-ROADS &amp; BRIDGES Total</b>						<b>\$ 76,501.29</b>	<b>\$ 76,501.29</b>
	<b>Grand Total</b>						<b>\$ 1,542,494.95</b>	<b>\$ 1,542,494.95</b>

**Cherokee County**  
**Medical Bill Review Results**

	<i>*1/1/2011 - 11/30/2011*</i>	<i>*1/1/2012 - 11/30/2012*</i>
Billed Amount	\$992,338	\$905,931
Fee Schedule Savings	(\$179,563)	(\$317,747)
Nurse Review Savings	(\$187,445)	(\$61,974)
PPO Savings	(\$92,981)	(\$72,232)
Bill Review Savings	(\$1,088)	(\$8,978)
Paid Amount	\$531,262	\$444,999
<hr/>		
Gross Savings	\$461,076	\$460,932
Fees	(\$92,173)	(\$49,781)
Net Savings	\$368,903	\$411,151
Net Savings as % of Billed Amount	37%	45%
<hr/>		
Total Visits	1,563	1,564
Network Provider Visits	1,306	1,392
Penetration % of Network Providers	84%	89%
<hr/>		
Total Billed Amount	\$992,338	\$905,931
Network Billed Amount	\$900,344	\$824,435
Penetration % of Billed Amount	91%	91%

**Cherokee County**  
**Total Paid on Claims by Year**  
**(1/1/11 - 11/30/12)**  
**Valued as of 11/30/12**

<b>Total Claim Payments by Year</b>			
	<b>1/1/2011 - 12/31/2011</b>	<b>1/1/2012 - 11/30/2012</b>	<b>TOTAL</b>
<b>Prior to 7/15/2009</b>	\$1,056,219	\$290,674	\$1,346,893
<b>7/15/2009 - 7/14/2010</b>	\$265,570	\$88,014	\$353,584
<b>7/15/2010 - 7/14/2011</b>	\$246,830	\$124,292	\$371,122
<b>7/15/2011 - 7/14/2012</b>	\$54,365	\$423,030	\$477,395
<b>7/15/2012 - 11/30/2012</b>	---	\$18,897	\$18,897
<b>TOTAL</b>	<b>\$1,622,985</b>	<b>\$944,906</b>	<b>\$2,567,891</b>

Date of Accident

**Cherokee County**

**Total Subrogation Recoveries by Year**

**Valued as of 11/30/2012**

<u>Year</u>	<u>Employer Name</u>	<u>Claim Number</u>	<u>First Name</u>	<u>Last Name</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Recovery Description</u>
1997	CHEROKEE CO-BOARD OF COMMISSIONERS	11096019	DENNIS	LINDSAY	\$ 670.33	03/27/97	SUBROGATION RECOVERY
1997	CHEROKEE CO-FIRE FIGHTING	11095962	HOWARD	HANSARD	\$ 5,000.00	06/11/97	SUBROGATION RECOVERY
1997	CHEROKEE CO-BOARD OF COMMISSIONERS	11096083	BILLY	LITTLE	\$ 105.00	07/29/97	SUBROGATION RECOVERY
<b>1997 Total</b>					<b>\$ 5,775.33</b>		
1998	CHEROKEE CO-BOARD OF COMMISSIONERS	11096108	CHRISTOPHER	HULSEY	\$ 136.68	02/03/98	SUBROGATION RECOVERY
1998	CHEROKEE CO-BOARD OF COMMISSIONERS	11096248	ALESIA	JOHNS	\$ 956.40	11/05/98	SUBROGATION RECOVERY
<b>1998 Total</b>					<b>\$ 1,093.08</b>		
1999	CHEROKEE CO-FIRE FIGHTING	11096222	ANGELA	NASH	\$ 2,300.00	07/01/99	SUBROGATION RECOVERY
<b>1999 Total</b>					<b>\$ 2,300.00</b>		
2002	CHEROKEE CO-FIRE FIGHTING	11096610	LEE	STEWART	\$ 1,209.38	05/20/02	SUBROGATION RECOVERY
2002	CHEROKEE CO-FIRE FIGHTING	11096617	ROBERT	CARSON	\$ 2,221.10	12/20/02	SUBROGATION RECOVERY
<b>2002 Total</b>					<b>\$ 3,430.48</b>		
2005	CHEROKEE CO-INFORMATION TECHNOLOGY	11097096	MIKE	GLADDEN	\$ 1,909.42	12/27/05	SUBROGATION RECOVERY
<b>2005 Total</b>					<b>\$ 1,909.42</b>		
2006	CHEROKEE CO-ROADS & BRIDGES	11097091	JOHNNY	TATUM	\$ 2,293.54	02/09/06	SUBROGATION RECOVERY
2006	CHEROKEE CO-FIRE FIGHTING	11097261	KEVIN	BOTTS	\$ 223.10	10/31/06	SUBROGATION RECOVERY
<b>2006 Total</b>					<b>\$ 2,516.64</b>		
2007	CHEROKEE CO-SHERIFF INTERNAL AFFAIRS	11097028	BRYAN	BURDETT	\$ 1,000.00	04/03/07	SUBROGATION RECOVERY
<b>2007 Total</b>					<b>\$ 1,000.00</b>		
2011	CHEROKEE CO-FIRE FIGHTING	11097688	PENNIE	LAMANAC	\$ 2,433.68	08/22/11	SUBROGATION RECOVERY

Cherokee County							
Total Subrogation Recoveries by Year							
Valued as of 11/30/2012							
<u>Year</u>	<u>Employer Name</u>	<u>Claim Number</u>	<u>First Name</u>	<u>Last Name</u>	<u>Check Amount</u>	<u>Check Date</u>	<u>Recovery Description</u>
2011 Total					\$ 2,433.68		
2012	CHEROKEE CO-UNIFORM PATROL	11104787	JEREMY	DRISKELL	\$ 2,219.15	11/06/12	SUBROGATION RECOVERY
2012 Total					\$ 2,219.15		
Grand Total					\$ 22,677.78		



The access road is necessary for construction of the trails program, and to provide access for geotechnical testing and investigation for the construction of a bridge under the next phase of trails under the Woodstock Greenprints program.

Representatives of the City of Woodstock have been present at all design meetings over the past two years, the mandatory pre-bid conference of October 23, 2012, and at the bid opening of November 14, 2012. In accordance with the attached letter, the City of Woodstock confirms its review of the received bids and requests approval by the Cherokee County Board of Commissioners of this Agenda Request for construction of the Noonday Creek and Downtown Spur Trails, for the contingency account and access road construction and for the purchase of signage and furnishings, as set forth herein.

**BUDGET:**

<b>Budgeted Amount:</b>	<b>\$1,500,000.00</b>	<b>Account Name: Woodstock Trails</b>
Amount Encumbered:	\$	<b>Account #: PR119</b>
Amount Spent to Date:	\$ 287,044.79	
<b>Amount Requested:</b>	<b>\$ 999,939.29</b>	
Remaining Budget:	\$ 213,015.92	(Upon approval of this contract)
Budget Adjustment Necessary:	\$ NONE	

**ADMINISTRATIVE RECOMMENDATION:** It is recommended that the Board grant approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for the work of the project to **Georgia Development Partners, LLC**, Atlanta, Georgia, in the **base bid amount of \$849,939.29**. Because much of the trail construction will be under the several Allowances and Unit Prices, to be measured in place by representatives of the project materials testing firm, the City of Woodstock and Cherokee County Capital Projects, a **contingency amount of \$75,000.00** (to be controlled by Cherokee County Capital Projects) is also requested for the trail construction, including construction of a permanent access road (in the approximate amount of \$10,000.00) for access for construction and additional geotechnical testing for future/other trail bridges.

In addition, the amount of **\$75,000.00** is requested for **trail signage and furnishings** to be purchased directly by the City of Woodstock from competitively bid vendors and suppliers, to be billed and paid directly by Cherokee County.

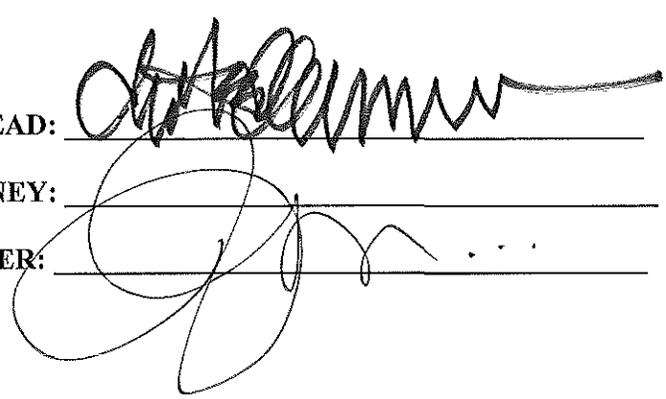
The **total requested amount of \$999,939.29** is to be funded under the \$5.0 Million allocation for the Woodstock Greenprints portion of the \$90.0 Million Park Bond Program.

**REVIEWED BY:**

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

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

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



# BID TABULATION FORM

**PROJECT: RFB 2012-43: WOODSTOCK TRAILS: NOONDAY & DOWNTOWN SPUR**

**BID DATE: November 14, 2012      BID TIME: 2:00PM EST**

BIDDER/CONTRACTOR	BID BOND	ADD REC'D	BASE BID AMOUNT (INCLUDES ALL UNIT PRICES & ALL ALLOWANCES)	UNIT PRICE	ALLOW NO.	ALLOW NO.	ALLOW NO.							
				NO. 1 (CY)	NO. 2 (CY)	NO. 3 (CY)	NO. 4 (CY)	NO. 5 (CY)	NO. 6 (LF)	NO. 7 (LF)	NO. 8 (EA)	1	2	3
QUANTITIES:				1,000	2,000	2,000	2,000	500	100	75	1	1	1	1
Y/N		1 & 2	\$\$\$	TOTAL \$\$\$	TOTAL \$\$\$	TOTAL \$\$\$	TOTAL \$\$\$	TOTAL \$\$\$	TOTAL \$\$\$	TOTAL \$\$\$	TOTAL \$\$\$	\$10,000.00	\$10,000.00	\$5,000.00
Astra Group	Y	Y	968,000.00	38.00	43.00	196.00	48.00	40.00	247.00	247.00	228.00	10,000.00	10,000.00	5,000.00
				38,000.00	86,000.00	392,000.00	80,000.00	20,000.00	24,700.00	18,525.00	228.00	10,000.00	10,000.00	5,000.00
Georgia Development	Y	Y	849,939.29	16.10	32.16	145.41	31.08	49.79	132.08	566.10	111.00	10,000.00	10,000.00	5,000.00
				16,100.00	64,320.00	290,820.00	62,160.00	24,895.00	13,208.00	42,457.50	111.00	10,000.00	10,000.00	5,000.00
JHC Corp	Y	Y	1,124,050.00	35.00	22.00	190.00	25.00	30.00	175.00	250.00	1,800.00	10,000.00	10,000.00	5,000.00
				35,000.00	44,000.00	380,000.00	50,000.00	15,000.00	17,500.00	18,750.00	1,800.00	10,000.00	10,000.00	5,000.00
Johnson Landscapes	Y	Y	887,593.50	5.00	18.80	135.51	32.03	32.03	224.18	721.77	192.50	10,000.00	10,000.00	5,000.00
				5,000.00	37,600.00	271,020.00	64,000.00	16,015.00	22,418.00	54,132.75	192.50	10,000.00	10,000.00	5,000.00
Lewallen	Y	Y	962,890.00	17.25	42.47	159.01	51.39	42.83	118.81	595.57	300.00	10,000.00	10,000.00	5,000.00
				17,250.00	84,940.00	318,020.00	102,780.00	21,415.00	11,881.00	44,667.75	300.00	10,000.00	10,000.00	5,000.00
Phillips Brothers (PBC)	Y	Y	1,073,000.00	30.00	25.00	270.00	42.00	50.00	325.00	950.00	100.00	10,000.00	10,000.00	5,000.00
				30,000.00	50,000.00	540,000.00	84,000.00	25,000.00	32,500.00	71,250.00	100.00	10,000.00	10,000.00	5,000.00
Reliant	Y	Y	1,503,830.00	20.00	22.00	183.00	50.00	68.00	180.00	370.00	80.00	10,000.00	10,000.00	5,000.00
				20,000.00	44,000.00	366,000.00	100,000.00	34,000.00	18,000.00	27,750.00	80.00	10,000.00	10,000.00	5,000.00
Steele & Assoc	Y	Y	1,197,875.00	35.00	96.00	300.00	58.00	66.00	625.00	1,125.00	50,000.00	10,000.00	10,000.00	5,000.00
				35,000.00	192,000.00	600,000.00	116,000.00	33,000.00	62,500.00	84,375.00	50,000.00	10,000.00	10,000.00	5,000.00
Tri-Scapes	Y	Y	1,490,150.00	15.00	48.00	165.00	32.00	36.50	275.00	450.00	250.00	10,000.00	10,000.00	5,000.00
				15,000.00	96,000.00	330,000.00	64,000.00	18,250.00	27,500.00	33,750.00	250.00	10,000.00	10,000.00	5,000.00

BIDDER/CONTRACTOR	E-VERIFY FORM	SAVE FORM	NON-INFLUENCE AFFIDAVIT	CERTIFICATE TO PROVIDE P&P BONDS	CERTIFICATE AS TO COMPANY ORGANIZATION	GENERAL CONTRACTOR LICENSE CERTIFICATE	AUTHORIZED PERMIT AGENT FORM	CERTIFICATE AS TO CONTRACT REVIEW ACCEPTANCE
NAME	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Astra Group	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes (none)
Georgia Development	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes (none)
JHC Corp	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes <sup>1</sup>
Johnson Landscapes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes (none)
Lewallen	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes (none)
Phillips Brothers (PBC)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes (none)
Reliant	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes (none)
Steele & Assoc	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes (none)
Tri-Scapes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes (none)

Notes:  
 1. JHC - Signed form to accept Construction Agreement but checked both spots - without exceptions and with exceptions but did not note any exceptions on form  
 2. For the Authorized Permit Agent - those with a "No" included the form from the RFB but did not indicate a name of agent



Navigation: [home](#) / [Bids and RFPs](#) / [View Bid](#)

## Current Bids and RFPs

### Bid Name:

RFP 2012-43: WOODSTOCK TRAILS

### Bid Synopsis

THE CHEROKEE COUNTY BOARD OF COMMISSIONERS IS REQUESTING SEALED BIDS THROUGH ITS OFFICE OF CAPITAL PROJECTS FOR THE CONSTRUCTION OF NOONDAY CREEK TRAIL AND DOWNTOWN SPUR TRAIL IN WOODSTOCK, A PROJECT APPROVED AND FUNDED AS PART OF THE CHEROKEE COUNTY'S PARKS, RECREATION AND GREEN SPACE BOND PASSED BY THE CITIZENS OF CHEROKEE COUNTY IN NOVEMBER 2008. BIDS WILL BE RECEIVED BY THE CHEROKEE COUNTY PROCUREMENT AND RISK MANAGEMENT DEPARTMENT, CHEROKEE COUNTY ADMINISTRATIVE COMPLEX, 1130 BLUFFS PKWY, CANTON, GA 30114 UNTIL 2:00PM LOCAL TIME ON NOVEMBER 14, 2012. BIDS WILL BE OPENED AND READ ALOUD BUT NO DETERMINATION AS TO AWARD WILL BE MADE AT THIS TIME. THE PROJECT IS LOCATED WITHIN THE CITY OF WOODSTOCK, GA AND CONSISTS OF TWO (2) TRAIL SEGMENTS WHICH ARE PART OF THE CITY'S OVERALL TRAILWAY NETWORK. THE WORK FOR THESE TWO TRAILS WILL BE PERFORMED UNDER A SINGLE LUMP SUM CONSTRUCTION SERVICES AGREEMENT BETWEEN THE SELECTED CONTRACTOR AND CHEROKEE COUNTY. THE INSTRUCTIONS TO BIDDERS, BID INFORMATION AND FORMS, PROJECT MANUAL, SPECIFICATIONS, DRAWINGS, BID BOND, PERFORMANCE AND LABOR AND MATERIAL BOND REQUIREMENTS AND ALL OTHER DOCUMENTS RELATED TO BIDDING AND CONSTRUCTION OF THE WORK WILL BE ISSUED BY THE PROJECT LANDSCAPE ARCHITECT, AMEC ENVIRONMENT & INFRASTRUCTURE, JACKIE FRAZIER, 770-421-3379. ONLY DOCUMENTED ATTENDEES TO THE MANDATORY PRE-BID CONFERENCE AND PLANHOLDERS OF RECORD WILL RECEIVE ADDENDA AND BE ELIGIBLE TO SUBMIT A BID FOR CONSIDERATION. ONLY FULL SETS OF BID DOCUMENTS WILL BE ISSUED; NO PARTIAL SETS WILL BE ISSUED. ALL ISSUANCE OF PLANS AND SPECS WILL BE VIA CD FROM THE LANDSCAPE ARCHITECT. A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT 1:30PM LOCAL TIME ON OCTOBER 23, 2012 AT THE CITY OF WOODSTOCK GRAVEL PARKING LOT LOCATED ON THE WEST SIDE OF WALL STREET BETWEEN ELM STREET AND MILL STREET. THE MANDATORY PRE-BID CONFERENCE INCLUDES A MANDATORY TOUR OF EACH TRAILWAY PROJECT SITE. ATTENDANCE BEFORE AND AT THE END OF THE PRE-BID CONFERENCE/TOUR WILL BE CONFIRMED BY COUNTY STAFF. ANY PERSON ARRIVING MORE THAN 15 MINUTES LATE (1:46 PM OR LATER) WILL NOT BE ALLOWED TO SIGN IN AS HAVING ATTENDED.

**Bid Start Date:** 10/12/2012

**Bid End Date:** 11/14/2012

## Supporting Documents

Document Name	Document Type
<a href="#">Invitation to Bid</a>	Adobe Acrobat
<a href="#">Pre-Bid Notice</a>	Adobe Acrobat
<a href="#">Google Map of Meeting Location</a>	Adobe Acrobat
<a href="#">Approved Bidders and PreBid Attendance Sheets</a>	Adobe Acrobat
<a href="#">Addendum One</a>	Adobe Acrobat
<a href="#">Addendum Two</a>	Adobe Acrobat
<a href="#">Bid Tab</a>	Adobe Acrobat

[Back to RFP Listings](#)

[edit this page](#)

NOONDAY CREEK					
SHEET					
C-101	C-102	C-103	C-104	C-105	C-106
C-107	Total				
					5
					1
					1
					4
					1
					2
					3
					1
					6
					9
					4
					6
					2
					3
					3

DOWNTOWN SPUR					
SHEET					
C-101	C-102	C-103	C-104	Total	
					4
					3
					6
					2
					2
					4
					6
					4
					9
					2

SIGNAGE AND FURNITURE COUNTS - NOVEMBER 19, 2012  
 AMEC Environment & Infrastructure, Inc.

**Memorandum of Understanding  
Between Cherokee County, Georgia  
and City of Woodstock for Construction/Operation of  
Greenway-Trail System**

**A. BACKGROUND**

Guided by the County's Comprehensive Parks and Recreation Master Plan, the Cherokee County Board of Commissioners asked the voters to consider a \$90 Million Park Bond Referendum in November, 2008. The voters overwhelmingly approved the park bond, which included a collaboration to develop a Greenway-Trail System. Although 'greenway' encompasses a variety of concepts, most greenway projects share some common elements. Greenways are linear parks or corridors. They are often developed from unused parcels of land, such as floodplains. They frequently follow some outstanding natural features, such as a stream or riverbank. A proposed greenway/trail system in Cherokee County would provide safe and secure places for people to walk, jog, bicycle or simply enjoy the landscape. Areas to consider for greenways include, but are not limited to, Little River, Etowah River, Rose Creek, Noonday Creek, Blankets Creek and Lake Allatoona. Portions of the park bond money would be used to implement the City of Woodstock's "GreenPrints" Program and the County-wide "Greenway-Trail System". Funding up to \$10.5 million has been earmarked from the park bond program for a county-wide "Greenway-Trail System", which includes the Woodstock "GreenPrints" project estimated to cost \$5 million.

**B. PURPOSE**

The purpose of this Memorandum of Understanding is:

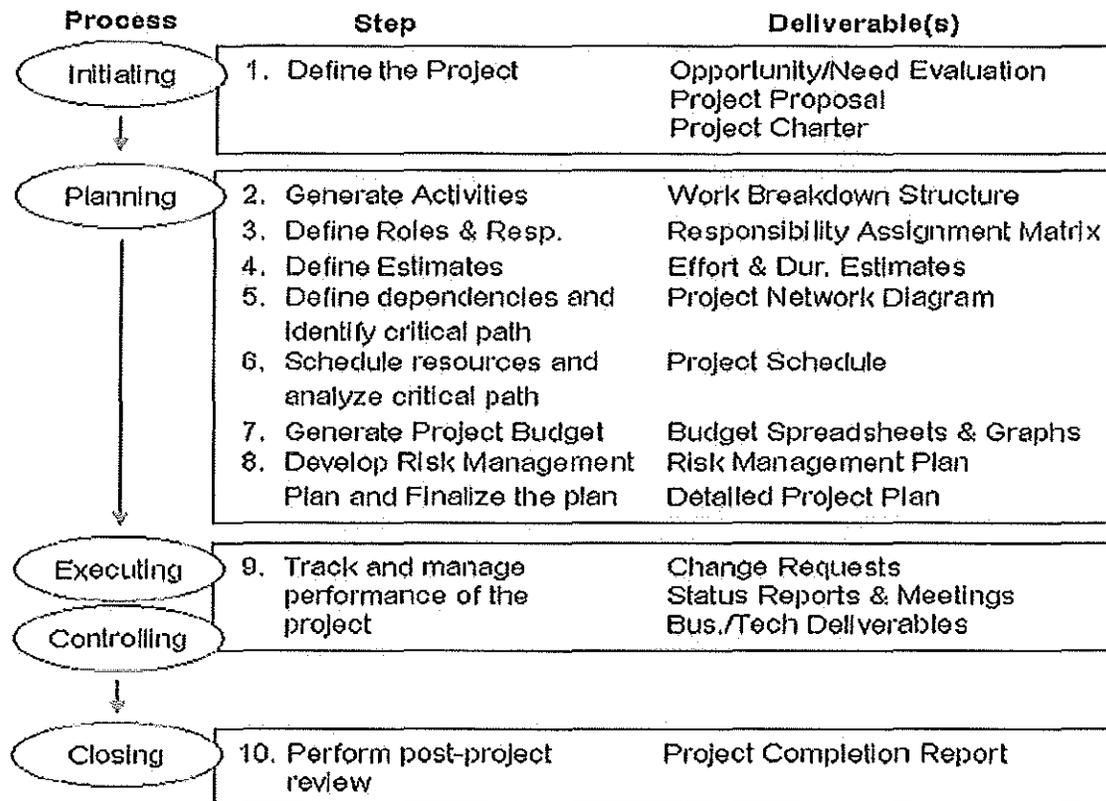
- i) To outline the Terms and Conditions of the partnership between the County and the City of Woodstock;
- ii) To identify the "higher level" shared outcomes and principles which will guide future discussions on the specific collaborative initiatives relating to the joint project to be located on county and city park lands, as well as creating an understanding of the key agreement components for overall project supervision, legal, design, construction, capital funding and operations;
- iii) To communicate the Intentions of the County and the City of Woodstock in advance of completing the due diligence required and final project approvals as required for the formal agreement

**C. OUTCOMES**

A key theme of the County's Comprehensive Parks and Recreation Master Plan is for the County to identify partners and stakeholders for the development of parks and recreational facilities that would meet existing and future demand. This Memorandum of Understanding will guide the County and City of Woodstock in achieving the following outcomes that will result from the construction and operation of the new Greenway-Trail System.

1. To promote the objectives of Healthy Communities through facility and program development and achieve the Master Plan goal of identifying partners in the development of parks and recreational facilities.
2. To support the County and City in its vision to be a recognized and valued leader in making a positive difference to the health and well being of the community.
3. To provide quality programs and facilities for the benefit of the community.
4. To encourage staff and volunteers to explore new effective and efficient service delivery methods.
5. To realize the provision of desired recreational opportunities for the county and city.

6. To ensure timely delivery, the county utilizes the Project Management Institutes delivery process, including clearly defining the project (i.e., active park, passive park, multi-use park), establishing the project budget, executing and tracking progress, to project close-out. The County Capital Program Manager will work with city representatives and the architect/engineer team selected to develop the delivery process.



#### D. DESIGN and CONSTRUCTION

1. Cherokee County will retain the services of an architect to prepare preliminary site plans, building plans and cost estimates.
2. In accordance with County purchasing policy, the County will prepare and issue a Request for Proposal (RFP) for an Architect - Prime Consultant. The County will seek a qualified Architect to act as the Prime Consultant for the new "Greenway-Trail System". The Consultant will design and provide other required services as covered in this proposal. The Prime Consultant Architect will be required to work closely with the County Park Bond Project Manager, County Recreation & Parks Agency Director, and representatives assigned by the City at every aspect of this project.
3. The County and the City of Woodstock will participate in joint design and construction through the Steering Committee Identified in Section G of this memorandum.
4. Engineering and Building Standards will be met and the project will be required to obtain a Land Disturbance Permit and Building Permit with the City of Woodstock for the GreenPrints component of the trail project.

5. Signage will ensure that each party (the County and the City of Woodstock) is adequately represented and appropriately visible and recognizable.
6. To County and the City of Woodstock will work together to ensure the project is substantially complete in 2012.
7. Consideration will be given to space/land for future expansion.

#### **E. OPERATIONS**

1. The "Greenway-Trail System" will be operated according to the partnership based model that includes use of the facilities by approved city and/or county-based non-profit organizations and also use by the general public.
2. The City of Woodstock agrees to be responsible for the annual operations, maintenance, and all repair and capital costs related to the ongoing operation and upkeep of the Woodstock "GreenPrints" trail project located in the corporate limits of the City of Woodstock, unless both parties mutually agree otherwise.
3. The County agrees to be responsible for the cost of design, program management during construction, and construction of the "Greenway-Trail System" through the park bond program.

#### **F. CAPITAL FUNDING**

1. An amount up to \$10.5 million will be available to design and build the county-wide "Greenway-Trail System" utilizing park bond funds approved by the voters in November 2008, with \$5 million estimated for the Woodstock Greenprints project.

#### **G. AD HOC "Greenway-Trail System" STEERING COMMITTEE STRUCTURE**

1. An Ad Hoc "Greenway-Trail System" Steering Committee has been established to guide the County and the City of Woodstock forward through the design and construction of the "Greenway-Trail System".
2. The Ad Hoc "Greenway-Trail System" Steering Committee will be composed of the County Park Bond Capital Program Manager, County Director of Recreation & Parks Agency, and two (2) representatives from City of Woodstock staff, as well as the Architect.
3. The term of the Committee will extend the length of the project and is anticipated to terminate in 2012.
4. The Steering Committee will report to the County Manager, City Manager, as well as City Council and Board of Commissioners.
5. All project purchasing shall be done in accordance with the County's Purchasing Ordinance.

#### **H. RESOLUTION OF ISSUES**

Since the MOU is intended to establish a good faith relationship regarding the successful completion of this park project, both parties agree to resolve issues in an expeditious and priority manner.

IN WITNESS WHEREOF the parties hereto have executed the within Memorandum on the dates show hereunder,

Approved by the Cherokee County Board of Commissioners this 15<sup>th</sup> day of December, 2009

[Signatures on Following Page]

CHEROKEE COUNTY BOARD OF COMMISSIONERS

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

ATTEST

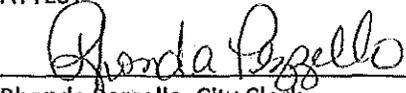
  
\_\_\_\_\_  
Sheila R. Corbin, County Clerk

Approved by the Mayor and City Council this 12<sup>th</sup> day of December 2009

CITY OF WOODSTOCK

  
\_\_\_\_\_  
Donnie Henriques, Mayor

ATTEST

  
\_\_\_\_\_  
Rhonda Pezzello, City Clerk



Cherokee County  
Office of the Board of Commissioners  
Capital Projects  
1130 Bluffs Parkway  
Canton, GA 30114  
(770) 721-7818  
Fax (678) 493-6088

December 3, 2012

Mr. Jeffrey Moon, City Manager  
City of Woodstock, Georgia  
12453 Highway 92  
Woodstock, Georgia 30188

**RE: Woodstock Trails at Noonday Creek and Downtown Spur  
Report of Bid Results: Request for Approval  
Cherokee County to Proceed for Construction Contract Award**

Dear Jeff:

In accordance with the attached, executed Memorandum of Understanding (MOU) between the City of Woodstock and Cherokee County, dated December 14, 2009, Cherokee County received competitive bids on November 14, 2012, for construction of the Woodstock Trails at Noonday Creek and Downtown Spur. Attached also are a copy of the Bid Tabulation and a copy of the notice of bids from the Cherokee County web page, issued October 12, 2012. In addition, a copy of the proposed BOC Agenda Request for approval by the Cherokee County BOC (for December 18, 2012) is attached.

On November 20, 2012, representatives of AMEC, the project design firm, (Liz Cole), the City of Woodstock (Tal Harber) and Cherokee County (Jud Martin and Bill Echols) held a conference call with representatives of the apparent low bidder, Georgia Development Partners, LLC, (Josh Maner, Project Manager, and Scott Singleton, VP/Estimator) to confirm project scope, bid proposal amount/unit prices, and schedule for moving forward. Based upon this conference call, and additional, supplemental information provided to Cherokee County regarding a breakdown of estimated project line item costs and unit prices, Cherokee County is prepared to move the project forward to obtain BOC approval at the BOC meeting of December 18, 2012; pending concurrence of the City of Woodstock.

Accordingly, the purpose of this letter is to request that the City of Woodstock advise Cherokee County of its review and acceptance of the project scope and competitive bid prices, and that the City requests BOC approval at the first available date. If this request can be confirmed by City Manager approval only, please sign below and return an original to my attention. If City Council approval is required, we understand that the Council meeting of December 10, 2012, may be a possible date. As such, return of this letter, and any accompanying City Council Resolution, if needed, to my attention by December 11, 2012, will allow formal approval to be scheduled for BOC action at its regular meeting of Tuesday, December 18, 2012. If the item is not acted on at this BOC meeting, we will schedule for BOC approval at the meeting of January 8, 2013.

I have copied Mr. Cooper, County Manager, on this letter to advise him of this pending BOC action for December 18, 2012; or January 8, 2013.

An additional amount of \$150,000.00, above the base bid amount of \$849,939.29, from Georgia Development Partners, LLC, is also to be requested for approval by the Cherokee County BOC as (1) a construction contingency, for (2) the construction of an access road near the City pump station off Pinehill Drive/Pine Trail, and (3) for the purchase of trail signage and furnishings by the City. As set forth in the BOC Agenda Request, purchase of the planned signage and furnishings will be directly by the City to allow the purchased items to match other park/trails signage and furnishings from already competitively bid vendor/supplier contracts by the City. Billings and invoices by/from the signage/furnishing vendors will be made directly to Cherokee County for payment by Cherokee County under the Woodstock allocation of Park Bond funds. At this time, the above requested funding is expected to be adequate for trail construction and signage and furnishings.

The **total requested amount of \$999,939.29** is to be funded under the \$5.0 Million allocation for the Woodstock Greenprints portion of the \$90.0 Million Park Bond Program, as outlined under the MOU.

#### **FUTURE AND OTHER TRAILS**

In accordance with the most current proposed cashflow of Park Bond funds, the City of Woodstock Trails Program has been allocated up to \$1,500,000.00 of its total allocation of \$5,000,000.00, as set forth under the MOU. The balance of trail projects remain under planning and design, and are currently planned for release for bidding in mid to late 2015; pending resolution of easements and lease agreements by the City with the Corp of Engineers and other parties. As discussed at our meeting of November 27, 2012, because the trails currently planned for land leased from the Corps of Engineers is unlikely to be approved, the City is reviewing new/other trail programs. Cherokee County looks forward to discussing these new trail plans, to be funded under the Park Bond Program approved by the voters in November 2008.

Based upon the above tentative schedule, and a BOC approval on December 18, 2012, we would expect to issue the Notice of Award and Construction Services Agreement to Georgia Development Partners on or about December 20, 2012, for their execution and return (with required bonds, insurance and other forms) to Cherokee County the first week of January 2013. We would thereafter expect to obtain execution by Cherokee County and issue the formal Notice to Proceed by mid to late January 2013. Based upon the project construction schedule of 335 calendar days, completion is expected by fall 2013; if not sooner. If BOC action is not until the January 8, 2013, meeting, all dates would be adjusted.

If we can be of any additional assistance, please call. Thank you. We look forward to commencing construction of the Woodstock Trails under the Cherokee County Park Bond Program approved by the voters in November 2008.

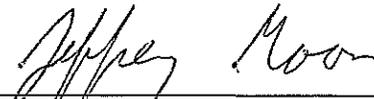
CHEROKEE COUNTY



C. William Echols, Jr., MA  
Director of Capital Projects

CC: Jerry W. Cooper, County Manager  
Dale Jordan, Cherokee County, Director of Procurement  
Tal Harber, City of Woodstock  
Project File

REQUEST BY CITY OF WOODSTOCK APPROVED FOR CHEROKEE COUNTY  
BOC TO APPROVE AWARD AS SET FORTH ABOVE:

  
\_\_\_\_\_  
Jeffrey Moon, City Manager, City of Woodstock

12/11/12  
Date

Resolution by the City Council is NOT required:  YES or NO

OR

City Council Resolution is attached: YES or  NO.

**Cherokee County, Georgia  
Agenda Request**

2.5

SUBJECT: Board-Up Services  
SUBMITTED BY: Jerry W. Cooper, County Manager

MEETING DATE: December 18, 2012

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**COMMISSION ACTION REQUESTED:**

Approve selection of three (3) local companies: 1-800-BOARDUP, Disaster Response Team, LLC, and Latimer Construction, to be placed on rotation list to provide board-up services to Cherokee County residents and businesses.

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**FACTS AND ISSUES:**

Cherokee County requested submittals of qualifications from Georgia licensed contractors that are qualified and licensed to perform selective Board-Up Services for the citizens and businesses of Cherokee County when recommended by Cherokee Fire & Emergency Services Agency (CCFES). The successful contractors shall comply with all requirements and general conditions stated in this Request RFQ.

Board-Up Services are defined as services provided by a properly licensed and approved company to provide victim assistance to County citizens and businesses during and after times of disaster and to protect personal and real property to include securing property from additional damage, theft, vandalism or trespass.

After reviewing the information submitted in response to this RFQ, Cherokee County expects to establish a list of contractors capable of meeting the County's requirements (the "Call List"). Contractors included on the Call List will generally be selected for work on a rotating basis, although the County reserves the right to use any contractor on the Call List at any time.

The County received five (5) proposals, including: 1-800-BOARDUP (Canton); Disaster Response Team, LLC (Woodstock); Latimer Construction (Ball Ground); Resurgence Demolition & Environmental (Carrollton); and, Paul Davis Restoration & Remodeling of North Atlanta (Norcross).

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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:**

Recommend including three (3) local companies to Board-Up Services Rotation List. If demand should warrant additional companies to be added to the rotation, one or both of the remaining companies could be added.

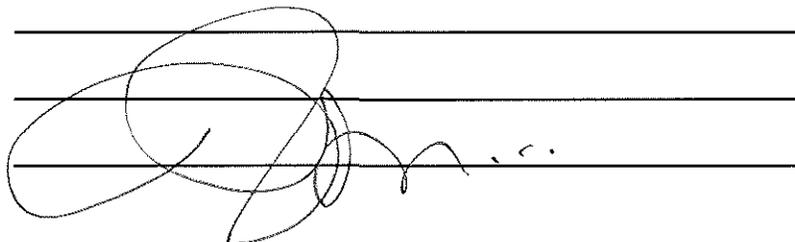
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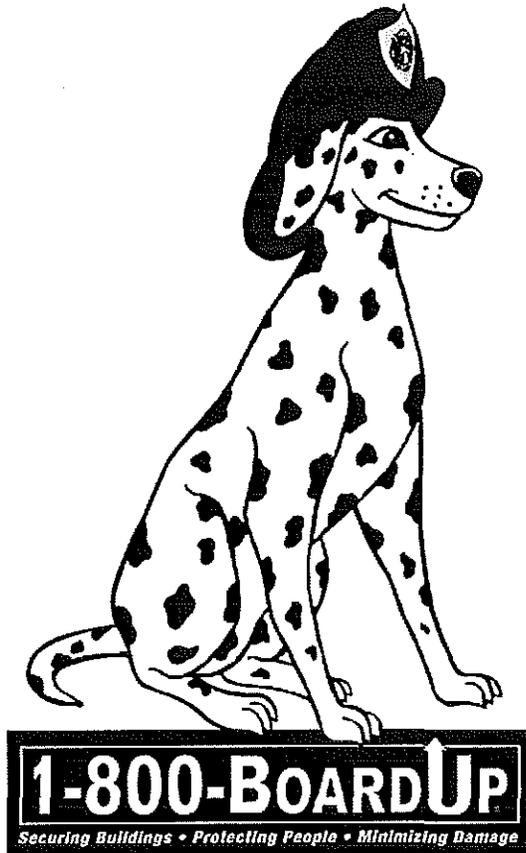
**REVIEWED BY:**

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

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

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





CHEROKEE COUNTY  
REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ No. 11-2-2012

BOARD-UP SERVICES CALL LIST

Submitted: 12.3.2012  
By: 1-800-BU Southeast Division, LLC

# **1-800-BoardUp Response to RFQ**

## **CHEROKEE COUNTY REQUEST FOR QUALIFICATIONS (RFQ) RFQ No. 11-2-2012**

### **General Company Overview**

1-800-BoardUp was established in the 2003 to address the immediate needs of victims after an emergency event has occurred. As our name suggests, after an emergency occurs we secure structures form unwanted entry, liability and further property damage. Although 1-800-BoardUp does preform a valuable service by securing structures, the most valuable services it performs is in addressing the immediate humanitarian needs of victims. 1-800-BoardUp does not take the place of the American Red Cross and is happy to work with the Red Cross when they respond to a scene. The humanitarian service 1800-BoardUp provides is designed to support the victims for the first few days after an emergency. It is our policy to provide board up services and victim assistance regardless of the victim's ability to pay. These services allow the homeowners to focus on the future without the added distractions from their emergency event.

1-800-BoardUp's Cherokee County's office was established in November of 2010 under 1-800-BU Southeast Division LLC under a 1-800-BoardUp, Inc franchise license. We service the residents and businesses of Cherokee County. 1-800-BU is a Georgia licensed contractor, under South Restoration Group, is qualified and licensed to perform board up services. Boards up services are overseen by Mike Smith, Director of Emergency Services and George Walker, Director of Emergency Services. All management level personnel hold at minimum certification in NIMS 100,200,300 and 400. All personnel working on a board up team hold at minimum certification in NIMS 100 and 200. See Exhibit: J

1-800-BoardUp acknowledges all conditions and requirements stipulated in Cherokee County's Request for Qualifications (RFQ) RFQ No. 11-2-2012 and agrees to comply with all stipulation and requirements contained therein.

### **1-800-Boardp Response to SCOPE OF WORK GENERAL CONDITIONS**

#### **CONTRACTOR SHALL:**

a. Be licensed to conduct business in Cherokee County.

1-800-BoardUp is licensed to do business in Cherokee County. See Exhibit: E

b. Provide all board-up services at no cost to the County.

1-800-BoardUp will provide board up services to the residents of Cherokee County at no cost to the County or Department thereof. See Exhibit: F, Emergency Services Agreement

c. Secure/protect structures from the elements (including "Winterizing" as specified by the County when appropriate) and secure/protect structures from intruders.

1-800-BoardUp agrees to provide the services listed

d. Construct point of entry for investigators.

Agrees to provide a point of entry for investigators

e. Provide 24/7 service as well as a 1 hour maximum response time.

1-800-BoardUp agrees to provided 24/7 with a maximum response time of 1 hour or less

f. Because every emergency will be different, actual services for each incident will be determined by the on-duty Battalion Chief.

1-800-BoardUp agrees that services provided will be determined by the on-duty Battalion Chief

g. Agree to all County conditions and fully indemnify and hold the County harmless against any and all claims and liability arising out of board-up services, and provide insurance, all as described in Exhibit: A, attached to this RFQ and incorporated herein by reference.

1-800-BoardUP agrees all County conditions and fully indemnify and hold the County harmless against any and all claims and liability arising out of board-up services, and provide insurance as required. See Exhibit A and B Indemnify

h. Identify in its submittal a list of three references of similar job scope and identify its ability to meet the requirements of this RFQ.

See Exhibit: G, References

i. Provide service at "no cost" to the property owner or the County, and will not bill homeowner/business directly but will bill homeowner/business insurance companies directly. There will be no "out of pocket expenses to the homeowner or business. If the homeowner/business does not have insurance, contractor understands that the service provided will be a loss to the contractor.

1-800-BoardUp agrees to provide services at "no cost" to the property owner or the County, and will not bill homeowner/business directly but will bill homeowner/business insurance companies directly. There will be no "out of pocket expenses to the homeowner or business. If the homeowner/business does not have insurance, contractor understands that the service provided will be a loss to the contractor.

j. Provide "temporary housing" of victims at no charge to homeowners or victims. Again there is no charge, cost or billing directly to the County, homeowners or victims. If there is no insurance, it is a loss to the contractor.

1800-BoardUp agrees to provide "temporary housing" of victims at no charge to homeowners or victims. Again, there is no charge, cost or billing directly to the County, homeowners or victims and understands that If there is no insurance, it is a loss to the 1-800-BoardUp.

**1-800-BoardUp's Response to Section titled: CHEROKEE COUNTY SHALL:**

- a. Based on the criteria indicated below, establish the Call List using contractors that are capable of meeting the requirements of this RFQ.
- b. Not make any guarantees regarding the number of calls any contractor included on the Call List may get.
- c. Have no direct contractual relationship with any property owner or victim and shall be a third party to contractor's relationship with property owners, victims, and insurance companies.

1-800-BoardUp understands and agrees to sections a, b, and c as listed above

**CRITERIA FOR EVALUATING SUBMITTALS (Not in any specific order of rank)**

a. Adequately satisfy the County regarding contractor's qualifications and expertise in executing the requirements of this RFQ.

See Company Overview

b. Ability to meet desired timelines.

See Company Overview

c. Providing insurance, indemnity and hold harmless.

See Exhibit: A

d. 5+ years of experience in providing Board-Up Services similar to those described in this RFQ.

See above Company Overview

e. References.

See Exhibit: G

f. Check below all services your firm is capable of providing and provide supporting materials:

Board-UP of windows, doors or openings and tarping

Roof Cover

Temporary Fencing

Water Extraction & Mitigation

Tree Removal

Structural Stabilization

Mold & Mildew Mitigation Prevention

Structural Drying

Water & Sewage Extraction & Decontamination

Winterization

Contents Care

- Packing, Moving & Content Storage
  - Emergency Cleaning & Deodorization
  - Temporary Power & Generators
- For the items listed above See Exhibit

- 1-Hour response or less
  - Citizen Victim Assistance Program
  - Temporary Housing of Victims
  - NIMS 100 Certified Personnel
- See Exhibit

Demolition Services

Toll Free or Local Phone Number accessible 24 hours/7 days weekly by live person.  
Toll Free 24/7 Emergency Dispatch Center 1-800-262-7387

Respond in "well marked and well maintained vehicles".

See Exhibit

Personnel respond in well-marked uniforms or possess highly visible Identification Cards

See Exhibit:H

Other Services: Please describe/list below:

Additional services provided 1-800-BoardUp provides:

- Provide pre-paid cell phones to victim.
- Pet boarding/remains disposal.
- Pet food and supplies.
- Clothing
- Emergency Clothes Cleaning No Charge
- Food and water.
- Transportation to temporary housing
- Isolation of areas of interest to investigators by use of temporary barriers and signage.

Additional Qualifications

All employees undergo annual criminal background check.

**IV. PROCESS**

Sealed submittals from interested contractors must be submitted by 4:00 p.m. on Monday, December 3, 2012, to:

Cherokee County Board of Commissioners  
c/o Jerry W. Cooper, County Manager  
1130 Bluffs Parkway  
Canton, GA 30114

**Incomplete or late submittals will not be considered.**

The Cherokee County reserves the right to reject submittals determined in the County's sole discretion to be non-responsive to this RFQ and to cancel in whole, or in part, this RFQ.

Being placed on the Call List of qualified vendors does not guarantee any work to any contractor, and the County reserves the right to use the particular contractor best suited for the job, as determined by the County in its sole discretion.

There will be no public opening and reading of the RFQ submittals.

**V. CONTACT PERSON**

Questions concerning submittal shall be addressed to:

Jerry W. Cooper  
County Manager  
jcooper@cherokeega.com

**VI. ATTACHMENTS**

Submittal Form; Exhibit A: Independent Contractor/Indemnity/Insurance Requirements, E-Verify Provisions, SAVE Provisions; Exhibit B: E-Verify Contractor Affidavit; Exhibit C: E-Verify Subcontractor Affidavit; Exhibit D: SAVE Affidavit, all attached hereto and incorporated herein by reference.

**SUBMITTAL FORM**

Contractor's Name: **Southeast Restoration Group of Georgia, Inc. d/b/a 1-800 BoardUp**

Contractor's License Number: **RLCO002364 & RLCO000383**

Contractor's License Classification: **Residential/General Contractor - Residential Light Company**

IN WITNESS WHEREOF, the undersigned has caused this Submittal to be properly executed, as of the date set forth below:

Dated this 28 day of November, 2012.

CONTRACTOR:

By: **Benjamin L. Looper**

TITLE: **President/CEO**

Contractor's Address:

**120 Mountain Brook Drive**

**Canton, GA 30115**

Telephone Number: **770-345-3500**

**EXHIBIT "A"**

**Insurance, Liability, E-Verify and SAVE**

**A. 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.

**B. Indemnity**

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.

**C. Insurance**

**(1) Requirements:**

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by

the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

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

- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

the parties as additional insureds.

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

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

**C. 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 "B" and "C" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that it has, prior to providing services, executed a notarized affidavit, the form of which is provided in Exhibit "B", 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 "C", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "C" 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2012

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

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

PRODUCER Taylor Turner & Hartsfield PO Box 308  Cumming GA 30028	CONTACT NAME: Joy Dooley	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: jdooley@tthins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westfield Insurance Company	24112
	INSURER B: Builders Insurance	
	INSURER C: Association Insurance	10704
	INSURER D: Century Surety Company	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12/13 1-800 BU Southeast REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TRA4997397	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			TRA4997397	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TRA4997397	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV002902909 - GA	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C			N/A	WCV007529702 - AL & TN	11/1/2012	11/1/2013	E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000
							Each Pollution Incident Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Cherokee County Board of Commissioners is named as additional insured with respect to the general liability and loss payee. Coverage is primary and non contributory. The workers compensation policy is endorsed to include a waiver of subrogation. 30 day notice of cancellation except for 10 days non payment

**CERTIFICATE HOLDER****CANCELLATION**

CHEROKEE COUNTY BOARD OF COMMISSIONERS 1130 BLUFFS PARKWAY CANTON, GA 30114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Dwight Taylor/DEBBY

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 "B" and incorporated herein by this reference.

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

500 or more employees.

100 or more employees.

Fewer than 100 employees.

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

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

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

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the Country *each* time that Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "D", 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).

**EXHIBIT "B"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "C." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

11-3737678

Federal Work Authorization User Identification Number

12/17/2004

Date of Authorization

Southeast Restoration Group of Georgia, Inc. d/b/a 1-800 BU Southeast Division, LLC

Name of Contractor

Board Up Services Call List

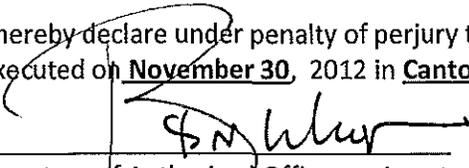
Name of Project

Cherokee County, GA

Name of Public Employer

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

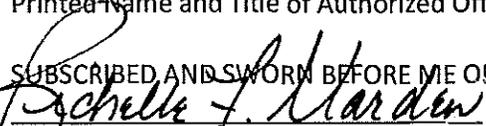
Executed on November 30, 2012 in Canton (city), GA (state).

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

Benjamin L. Looper President/CEO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30 DAY OF November, 2012.

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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

**NOTARY PUBLIC, CHEROKEE COUNTY, GEORGIA  
MY COMMISSION EXPIRES JANUARY 20, 2013**

EXHIBIT "C"

STATE OF GEORGIA  
COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Southeast Restoration Group of Georgia, Inc. d/b/a 1- 800 BU Southeast Division (name of contractor) on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

582104 - July 16, 2012

Federal Work Authorization User Identification Number Date of Authorization

Southeast Restoration Group of Georgia, Inc. d/b/a 1-800 BU Southeast Division -  
Board Up Services Call list

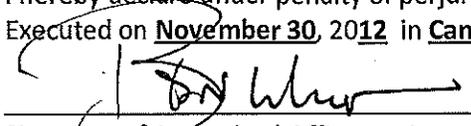
Name of Subcontractor Name of Project

Cherokee County Board of Commissioners

Name of Public Employer

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

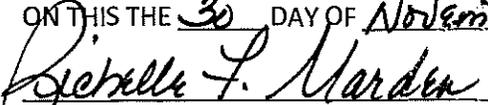
Executed on November 30, 2012 in Canton (city), GA (state).

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

Benjamin L. Looper – President/CEO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 30 DAY OF NOVEMBER 2012.

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

[NOTARY SEAL]

My Commission Expires:

NOTARY PUBLIC, CHEROKEE COUNTY, GEORGIA  
MY COMMISSION EXPIRES JANUARY 20, 2013

**EXHIBIT "D"**  
**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: \_\_\_\_\_.

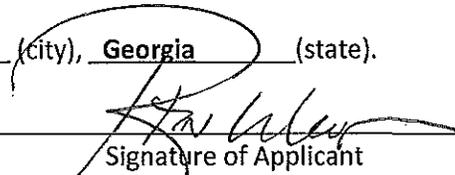
The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

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

**Valid Georgia Drivers License and Passport.**

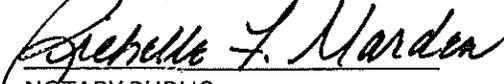
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in   Canton   (city),   Georgia   (state).

  
\_\_\_\_\_  
Signature of Applicant  
**Benjamin L. Looper**  
\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

  30   DAY OF   Nov.  , 20  12  



NOTARY PUBLIC

My Commission Expires:

**NOTARY PUBLIC, CHEROKEE COUNTY, GEORGIA**  
**MY COMMISSION EXPIRES JANUARY 20, 2013**

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 10-29-2010

Employer Identification Number:  
27-3795877

Form: SS-4

Number of this notice: CP 575 G

1 800 BU SOUTHEAST DIVISION LLC  
% SOUTHEAST RESTORATION GROUP OF GA  
120 MOUNTAIN BROOK DR  
CANTON, GA 30115

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-3795877. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

**STATE OF GEORGIA**  
**BRIAN P. KEMP, Secretary of State**  
State Licensing Board for Residential/General Contractor  
Residential Light Company

LICENSE NO. RLCO002364

Southeast Restoration Group of Georgia Inc  
120 Mountain Brook Dr  
Ste 100  
Canton GA 30115

Qualifying Agent: Benjamin Lamar Looper  
Qualifying Agent License NO: RLQA001820

EXPIRATION DATE - 06/30/2014  
Active

**STATE OF GEORGIA**  
**BRIAN P. KEMP, Secretary of State**  
State Licensing Board for Residential/General Contractor  
Residential Light Qualifying Agent

LICENSE NO. RLQA001820  
Benjamin Lamar Looper  
120 Mountain Brook Drive Suite 100  
Canton GA 30115

EXP DATE - 06/30/2014  
Status: Active

**STATE OF GEORGIA**  
**BRIAN P. KEMP, Secretary of State**  
State Licensing Board for Residential/General Contractor  
Residential Light Company

LICENSE NO. RLCO000383

Southeast Restoration Group of Georgia Inc  
120 Mountain Brook Dr  
Ste 100  
Canton GA 30115  
Qualifying Agent: Kyle Kristopher Sears  
Qualifying Agent License NO: RLQA001373

EXPIRATION DATE - 06/30/2014  
Active

**STATE OF GEORGIA**  
**BRIAN P. KEMP, Secretary of State**  
State Licensing Board for Residential/General Contractor  
Residential Light Qualifying Agent

LICENSE NO. RLQA001373  
Kyle Kristopher Sears  
120 Mountain Brook Dr  
Ste 100  
Canton GA 30115

EXP DATE - 06/30/2014  
Status: Active

# CERTIFICATE OF TRAINING

awarded to

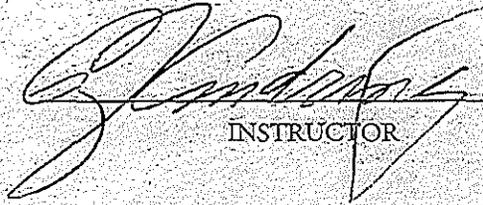
George Walker

for successful completion of

NIIMS I-400

November 5, 2004

DATE

  
INSTRUCTOR

NATIONAL WILDFIRE



COORDINATING GROUP

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**BEN L LOOPER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**

**Introduction to Incident Command System**

**ICS-100**

*Issued this 1st Day of April, 2011*



0.3 IACET CEU

A handwritten signature in cursive script, reading "Vilma Schifano Milmoie".

Vilma Schifano Milmoie  
Superintendent (Acting)  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**JEREMIAH SWAFFORD**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**

**Introduction to Incident Command System**

**ICS-100**

*Issued this 5th Day of June, 2011*



*Vilma Schifano Milmo*  
Vilma Schifano Milmo  
Superintendent (Acting)  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**KYLE K SEARS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**

**Introduction to Incident Command System**

**ICS-100**

*Issued this 1st Day of April, 2011*



A handwritten signature in cursive script, reading "Vilma Schifano Milmoie".

Vilma Schifano Milmoie  
Superintendent (Acting)  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**RODNEY R BRYANT**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.b**

**Introduction to Incident Command System**

**ICS-100**

*Issued this 7th Day of June, 2011*



A handwritten signature in cursive script, reading "Vilma Schifano Milmo".

Vilma Schifano Milmo  
Superintendent (Acting)  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**BEN L LOOPER**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**

**ICS for Single Resources and  
Initial Action Incident, ICS-200**

*Issued this 6th Day of April, 2011*



0.3 IACET CEU

A handwritten signature in cursive script, reading "Vilma Schifano Milmoie".

Vilma Schifano Milmoie  
Superintendent (Acting)  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**KYLE K SEARS**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**

**ICS for Single Resources and  
Initial Action Incident, ICS-200**

*Issued this 26th Day of May, 2011*



A handwritten signature in cursive script, reading "Vilma Schifano Milmoie".

Vilma Schifano Milmoie  
Superintendent (Acting)  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**RODNEY R BRYANT**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**

**ICS for Single Resources and  
Initial Action Incident, ICS-200**

*Issued this 15th Day of June, 2011*



A handwritten signature in cursive script, reading "Vilma Schifano Milmoie".

Vilma Schifano Milmoie  
Superintendent (Acting)  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**JOHN M SMITH**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00703.a**  
**NIMS Resource Management**

*Issued this 10th Day of May, 2011*



0.3 IACET CEU

*Vilma Schifano Milmo*

Vilma Schifano Milmo  
Superintendent (Acting)  
Emergency Management Institute

DRUG FREE

# Certification

Southeast Restoration Group of Georgia, Inc.

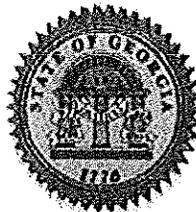
Has Been Certified As A

## DRUG-FREE WORK PLACE

And Is Awarded this Certificate By The State Board of Workers' Compensation

This Day of May 15, 2012

And Expires May 15, 2013



*William R. Proffitt*

CHAIRMAN

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**JOHN M SMITH**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

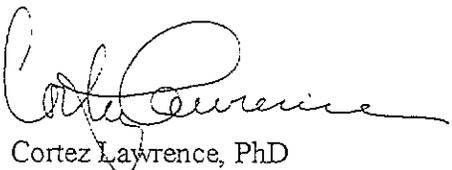
**IS-00100.a**

**Introduction to the Incident Command System,  
ICS-100**

*Issued this 11th Day of October, 2010*



0.3 IACET CEU

  
Cortez Lawrence, PhD  
Superintendent  
Emergency Management Institute

# Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

**JOHN M SMITH**

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.b**

**ICS for Single Resources and  
Initial Action Incident, ICS-200**

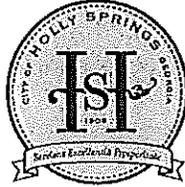
*Issued this 31st Day of March, 2011*



0.3 IACET CEU

A handwritten signature in cursive script, reading "Vilma Schifano Milmoie".

Vilma Schifano Milmoie  
Superintendent (Acting)  
Emergency Management Institute



PERMIT # : 3356

## City of Holly Springs

P.O. BOX 990 • HOLLY SPRINGS, GA 30142

### OCCUPATION TAX RECEIPT PERMIT

**BUSINESS NAME / ADDRESS**

1-800-BU SOUTHEAST DIVISION LLC  
120 MOUNTAIN BROOK DR  
CANTON, GA 30115

ABOVE LISTED BUSINESS HAS PAID THE CITY OF HOLLY SPRINGS, GEORGIA THE REQUIRED SUM IN CONFORMITY WITH THE LAW; SAME IS HEREBY AUTHORIZED TO TRANSACT THE BUSINESS OF R019-REPAIR SERVICES, MISCELLANEOUS

IN SAID CITY FROM April 23 , 20 12 TO December 31 , 20 12

APPROVED BY:

*Nancy Wagner*

POST IN A CONSPICUOUS PLACE

ORIGINAL CERTIFICATE - VALID ONLY IF SIGNED BY CLERK

THIS CERTIFICATE IS NOT TRANSFERABLE, AND IS SUBJECT TO BE REVOKED  
SUBJECT TO ALL ORDINANCES OF COUNCIL



PERMIT # : 2688

## City of Holly Springs

P.O. BOX 990 • HOLLY SPRINGS, GA 30142

### OCCUPATION TAX RECEIPT PERMIT

**BUSINESS NAME / ADDRESS**

SOUTHEAST RESTORATION GROUP OF GA INC  
120 MOUNTAIN BROOK DR #100  
HOLLY SPRINGS, GA 30115

ABOVE LISTED BUSINESS HAS PAID THE CITY OF HOLLY SPRINGS, GEORGIA THE  
REQUIRED SUM IN CONFORMITY WITH THE LAW; SAME IS HEREBY AUTHORIZED  
TO TRANSACT THE BUSINESS OF C090-CONTRACTORS, GENERAL

IN SAID CITY FROM December 30 , 20 11 TO December 31 , 20 12

APPROVED BY: Nancy Wagner

POST IN A CONSPICUOUS PLACE

ORIGINAL CERTIFICATE - VALID ONLY IF SIGNED BY CLERK

THIS CERTIFICATE IS NOT TRANSFERABLE, AND IS SUBJECT TO BE REVOKED  
SUBJECT TO ALL ORDINANCES OF COUNCIL



# 1-800-BOARDUP

2 6 2 - 7 3 8 7

*Victim Assistance • Protecting People • Securing Buildings*

120 Mountain Brook Dr. Canton, GA 30115  
P(770) 688-5454 / TF(800) 262-7387

## EMERGENCY SERVICES REQUEST

Property Owner: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Jobsite Address: \_\_\_\_\_  
 Contact Number: \_\_\_\_\_  
 Other Contact: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 Tenant Name: \_\_\_\_\_  
 Contact Number: \_\_\_\_\_

Insurance Co: \_\_\_\_\_  
 Agent: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Claim#: \_\_\_\_\_  
 Adjuster: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Time Received: \_\_\_\_\_  
 Requested By: \_\_\_\_\_  
 Contact Number: \_\_\_\_\_  
 Job Number: \_\_\_\_\_

### Type of Damage & Description of Work to Be Performed:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By signing, I am stating that I have requested and am giving permission to 1-800-BOARDUP to provide emergency services to the property indicated above. I give my Insurance Carrier permission and authority to pay 1-800-BOARDUP directly for the services rendered at standard industry rates. I also understand I will be provided a copy. I also understand that in the case that I do not have insurance, neither I nor any city, county or emergency services (ie. police or fire departments) will be billed for services rendered.

Property Owner or Authorizing Party: \_\_\_\_\_ Date: \_\_\_\_\_

Home owner unable to sign due to: \_\_\_\_\_

Board Up Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Witness by: \_\_\_\_\_ Date: \_\_\_\_\_

SAMPLE



120 Mountain Brook Dr.  
Canton, GA 30115

**INDEMNITY AGREEMENT**

It is understood that Cherokee County, GA Fire Rescue Department is hereinafter referred to as "County":

- (1) Agrees that the County has not warranted or otherwise represented that the use by the resident of the private company 1-800-BOARDUP, its officers, employees, agents' and/or contractors is in any way or manner the result of a recommendation of the County nor does the County warranty nor guarantee the services provided by 1-800-BOARDUP;
- (2) 1-800-BOARDUP is not affiliated with nor is a part of the County nor does the County have any financial interest in 1-800-BOARDUP;
- (3) The County only offers information regarding 1-800-BOARDUP to the resident for the sole purpose of assisting the resident in/with securing his/her property after an incident requiring the dispatch/response of the district, if in fact said resident desires such services;
- (4) The County does not warranty nor guarantee the work, workmanship, quality, quantity, cost or any other applicable service(s) and/or associated expenses provided for by 1-800-BOARDUP and any agreement to utilize the services provided by 1-800-BOARDUP is solely at the discretion of, and by the separate agreement of, the resident and 1-800-BOARDUP by and between the resident and 1-800-BOARDUP and in no fashion nor manner obligates the County to perform any services nor obligates the County to/of liability of any type nor is the County a party to the agreement between the resident and 1-800-BOARDUP;
- (5) I have read and understand that I am signing an indemnity agreement wherein the County will be held harmless from all liability no matter the reason, no matter the cause, and hereby release forever the County from its negligence, if any, in providing to me the name of 1-800-BOARDUP. I also understand that I am free to use the services of any other contractor and/or vendor and/or to consult with my attorney and/or insurance agent prior to using the services of 1-800-BOARDUP, finally, I understand and affirm that the County has not made any recommendation to me to use or utilize the services of 1-800-BOARDUP in securing my residence and that I have used 1-800-BAORDUP based solely upon my own free will and decision and by agreement by and between 1-800-BOARDUP and myself at my sole cost and expense.

Executed at,

\_\_\_\_\_  
(Address)

\_\_\_\_\_, GA  
(City) (County)

\_\_\_\_\_  
Property Owner/Agent Date: \_\_\_\_\_

\_\_\_\_\_  
1-800-BOARDUP Representative Date: \_\_\_\_\_



**Fire Department  
City of Hoover**

J.C. Wingate  
Fire Chief

April 16, 2010

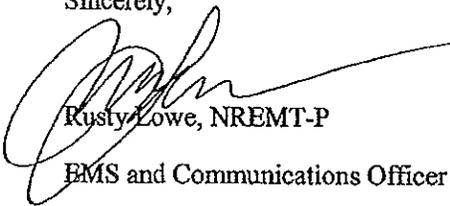
To Whom It May Concern,

The City of Hoover Fire Department has called upon 1-800-BoardUp several times for assistance with the overhaul and securing of buildings that have sustained heavy fire damage. Every time we have called them they have responded in a timely manner and performed above and beyond by assisting the fire department and property owners.

Please consider 1-800-BoardUp as a valuable resource and I would recommend you to incorporate them into your department or organizations procedures to assist victims of fire in the recovery of their property, belongings and returning their lives to normal.

If you have any further questions or need any further references for this company, please do not hesitate to contact me.

Sincerely,



Rusty Lowe, NREMT-P  
BMS and Communications Officer



**COWETA COUNTY**  
FIRE DEPARTMENT

**Johnny Teeters, Fire Chief**  
**Bill Haynes, Deputy Chief**  
**Darryl Ward, Fire Marshall**  
**James Gantt, Fire Inspector**

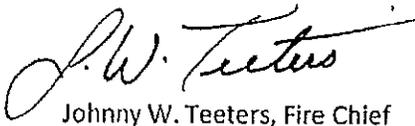
Date: June 3, 2010

To whom it may concern,

As Fire Chief of the Coweta County Fire Department I take great pride in recommending the services of the 1-800-Board Up Company. Our department has used their services in the past and so I have witnessed first hand the quality of services they have provided our citizens. 1-800-Board Up has assisted us several times by securing our fire victims home and provide them a safe place to stay while they are making arrangement to get their residents repaired. You wouldn't believe how impressed our citizens have been when they found out that we had extended services like this available to them during their time of need.

They have also provided sponsorships for different charitable events our department has held and have proven to be a very reputable corporation. I would recommend their services to every department in our state. If you need any further assistance from me don't hesitate to call.

Sincerely



Johnny W. Teeters, Fire Chief



*City of McDonough  
Fire Dept.*

*Chief Steve M. Morgan.*

---

88 Keys Ferry street McDonough, Ga. 30253  
PHONE 770-957-1333 FAX 678-432-0400 Cell 678-614-4287

**May 27, 2010**

**To whom it may concern**

**The City of McDonough Fire Department is happy to know there is a company like 1-800-Board up that is able to provide service and has provided service to our citizens. I was able to witness one of their board up projects in our city. The equipment and safety measures taken were outstanding and to know that the property owner was looked after with such care as far as her home, food and shelter were concerned made me feel more comfortable after her unfortunate lose.**

**If I can be of any assistance please don't hesitate to call me**

**Sincerely**

A handwritten signature in black ink, appearing to read "Steve M. Morgan".

**Steve M. Morgan, fire chief**



**American  
Red Cross**

Greater Kansas City Chapter

211 W. ANTHONY BLVD.  
Kansas City, MO 64111-2098  
Phone: 816-931-8400  
Fax: 816-531-7306  
www.keredcross.org

To Whom it may concern:

My responsibility for the Greater Kansas City Chapter of the American Red Cross is to coordinate Disaster Action Team (DAT) Responses for the Kansas City, MO metropolitan area. Our DAT volunteers respond to an average of 400 residential fires each year in four counties and an additional 50 to 100 fires in 12 other counties. Our purpose is to provide food, clothing, lodging, and comfort to the families we assist.

With our attempts to take care of disaster caused emergency needs, it's great to have a reliable referral for board up and restoration among other things. Our area's representative from 1-800-BoardUp is Gary Wait. Gary has been extremely attentive to the needs of our clients and is someone I can depend on to give me quick information if I have any questions.

While we don't endorse any commercial interests, having a resource like our local 1-800-BoardUp has been a tremendous benefit to our clients. They are the only resource of their kind that we are willing to list in our DAT Response Guide. Much like the American Red Cross, we appreciate their mission to provide safety and security for their customers.

Sincerely,

Steve Leiker  
Operations Manager, Emergency Services





**American Red Cross**

**Tampa Bay Chapter**

**TAMPA BAY CHAPTER**  
P.O. Box 4236  
Tampa, FL 33677-4236  
(813) 348-4820  
(877) 741-1444 (Toll free)  
(813) 348-4863 (Fax)  
[www.flwestcoastredcross.org](http://www.flwestcoastredcross.org)  
[tampabay@usa.redcross.org](mailto:tampabay@usa.redcross.org)

Aug 3, 2009

**Chairman of the Board:**  
Charles Fisher

**Immediate Past Chairman:**  
Darby Dickerson

**Chief Executive Officer:**  
Linda Carbone

**Officers:**  
Richard W. Heiber  
Leroy Sullivan  
Gary Ward

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Col. William W. Francis II  
Diane Watt

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Sandra S. Brooks  
Stephen Dickey  
Sally Hill  
William Krusen



To whom it may concern:

As the Director of Emergency for the Tampa Bay Chapter of the American Red Cross, it is my responsibility to ensure that we form viable and mutually beneficial partnerships with community organizations and business's. Which is why I am pleased to write this letter of support for our newest partner 1-800-Boardup. The Tampa Bay Chapter responds to over 400 incidents per year and serves almost 2,000 individual clients. We serve a three county area that has a population of 2.7 million residents. Our mission is to provide immediate relief to those who may have been affected by a disaster. We may provide short-term lodging food, clothing, medication replacement, or mental health assistance.

The scope of our responsibility cannot be done by one agency alone and requires a community wide response. This is why we are thankful for our recent collaboration with 1-800-Boardup and our local representatives Les Ennis and Dawn Forrest. Les and Dawn have made it possible for 1-800-Boardup to supply the Red Cross with a generous donation of Disaster Action Team Tot Bags. These bags allow our disaster responder to carry enough relief supplies to assist a family of four after a recent house fire or to carry teddy bears to shelter where children may be evacuated. These bags also let our clients and the community know that the Red Cross is here and able to help. We value our partnership with 1-800-Boardup and looking forward to working them on other initiatives to better the serve the Tampa Bay community

Sincerely,

Chad Magnuson  
Director of Emergency Services

*Please Remember the American Red Cross Tampa Bay Chapter in your will*

Headquarters/Hillsborough • 3310 W. Main St. • Tampa, FL • 33607-4221 • Phone-813-348-4820 • Fax 813-348-4830

MacDill AFB • Tampa, FL • 33608-0010 • Phone 813-828-3156 • Fax 813-828-3224  
North Pinellas • 2481 Sunset Point Rd. • Clearwater, FL • 33765-1514 • Phone 727-446-2358 • Fax 727-442-0695  
Pasco • 5744 Missouri Avenue • New Port Richey, FL 34653 • Phone 727-848-8354 • Fax 727-848-8620  
South Pinellas • 818 4<sup>th</sup> Street N. • St. Petersburg, FL • 33701-2395 • Phone 727-898-3111 • Fax 727-895-3302



## CITY OF ATLANTA

### FIRE – RESCUE DEPARTMENT

226 Peachtree St., SW

Atlanta, GA 30303-3749

(404) 546-7000 \* FAX (404) 546-8761

ICHIEFS ID – ATLFDHQ

KASIM REED  
MAYOR

KELVIN J. COCHRAN  
FIRE CHIEF

Dear Fire Chief,

It is with great pleasure that I take this opportunity to recognize the efforts of 1-800-BoardUp, Inc., with regards to victim assistance and disaster recovery. Since collaborating at the 2010 Fire Rescue International Conference held in Chicago, we have enjoyed a positive experience in working with our local 1-800-BoardUp team providing emergency services to our residents whether insured or not insured.

The fact that the Directors of Emergency Services are retired Fire Chief Officers is the sole reason for the professionalism and commitment to the residents of our great city. Also, this provides a genuine understanding of the needs of the victims of disastrous situations. The sincere, caring actions and deeds are received without hesitation, therefore allowing our responders to return to service knowing that no one or family will be standing on the street in front of their home pondering the next steps to recovery.

The Atlanta Fire Rescue Department has developed an “**After the Fire**” program that provides guidance to disaster victim assistance services and fire ground behavior in requesting emergency services provided by 1-800-BoardUp American Red Cross and others. Additionally, we have on many occasions found that 1-800-BoardUp works well in filling the gap of securing buildings (residential or commercial) and locating overnight housing while assisting the American Red Cross in providing care to the victims. This on scene post-incident support has been of great value to volunteers of the American Red Cross.

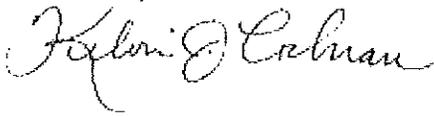
1-800-BoardUp, Inc. responds promptly to secure a home or business structure and works to preserve the home of the victim and personal belongings caused by fire or storm damage. Again, since everyone is provided the same level of service, these services are delivered with or without the victim being insured.

It has always been our goal to provide this level of customer service, empathy and concern to all victims of any disastrous incident that occurs within the parameters of the City of Atlanta. The team at 1-800-Boardup, Inc. has provided the resources that allowed The Atlanta Fire Rescue Department to reach that goal.

Furthermore, I hereby attest that 1-800-BoardUp, Inc. has committed to supporting the Atlanta Fire Rescue Department in various sponsorship opportunities and providing resources to host programs such as our **"Annual Retiree Roundup"**, Atlanta Fire Foundation Annual Golf Tournament, Annual Boot Drives and Annual Firefighter Awards program.

As the Fire Chief of the City of Atlanta Fire Rescue Department, I strongly suggest that all Fire Departments review their customer services policies and collaborate with an organization such as 1-800-BoardUp, Inc. of which all team members are trained in N.I.M.S. adding value to the ability stage the appropriate resources early during incident management.

Committed to Public Safety,

A handwritten signature in cursive script, reading "Kelvin J. Cochran".

Kelvin J. Cochran, Atlanta Fire Chief



# JOHNS CREEK FIRE DEPARTMENT

10205 Medlock Bridge Parkway  
Johns Creek, Georgia 30022  
Headquarters 678-474-1640 –Fax 770-476-7088



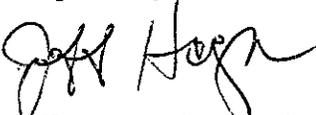
Jeff Hogan, Fire Chief

Deron P. Wilson, Deputy Fire Chief

**TO:** Whom it may concern  
**FROM:** Jeff Hogan, Fire Chief  
**DATE:** November 28, 2012  
**SUBJECT:** 1800-Board-Up

It is with great pleasure that I write this correspondence as a testimony to the dedication and support that 1800-Board-Up has provided to the Johns Creek Fire Department. We have had a partnership with them for the past 18 months, and have been nothing but pleased with their service delivery they provide. As the Fire Chief, it is my responsibility to ensure that the victims' needs are met, not only during the event, but afterwards as well. As I was looking for a board-up company that met the needs of the victims several interviews took place with many vendors. None of those were able to provide a full service line of needs that eased my mind in knowing that everything would be handled properly and according to my plan. However, all that changed once 1800-Board-Up was interviewed. We have used their service on several occasions, and may I say they were without a doubt the only board-up company considered. Our relationship will continue to grow as we go forward, and I sincerely urge you to consider their services for your department and customers.

Respectfully,

  
Jeff Hogan, Fire Chief



# 1-800-BOARDUP

Victim Assistance • Protecting People • Securing Buildings

120 Mountain Brook Dr. Canton, GA 30115  
P(770) 688-5454 / TF(800) 262-7387

## EMERGENCY SERVICES REQUEST

Property Owner: MICHAEL ROBIE Insurance Co: COTTON STATES  
 Address: 895 FREEMAN WOOD LN. Agent: JASON WRIGHT  
 Jobsite Address: MILTON GA 30004 Phone: 678-407-9100  
 Contact Number: 678-358-5067 Claim#: \_\_\_\_\_  
 Other Contact: \_\_\_\_\_ Adjuster: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Date: 09-03-2011  
 Tenant Name: N/A Time Received: 08:21  
 Requested By: MILTON FIRE DEPT.  
 Contact Number: 678-300-6327  
 Job Number: \_\_\_\_\_  
 BATT. CHIEF BILL BOURN

**COPY**

### Type of Damage & Description of Work to Be Performed:

BOARD UP GARAGE DOOR AND MAKE PASSAGE DOOR BOARD UP 1 WINDOW, INSTALL 300' OF TEMPORARY FENCE.

By signing, I am stating that I have requested and am giving permission to 1-800-BOARDUP to provide emergency services to the property indicated above. I give my Insurance Carrier permission and authority to pay 1-800-BOARDUP directly for the services rendered at standard industry rates. I also understand I will be provided a copy. I also understand that in the case that I do not have Insurance, neither I nor any city, county or emergency services (ie. police or fire departments) will be billed for services rendered.

Property Owner or Authorizing Party: MICHAEL ROBIE Date: 9-3-2011

Home owner unable to sign due to: OUT OF TOWN

Board Up Manager: [Signature] Date: 09-3-2011

Witness by: \_\_\_\_\_ Date: \_\_\_\_\_



### 1-800-BOARDUP

Please take a minute to answer a few short questions.  
Thank you for your assistance.



<u>How Was Your Experience?</u>		Extremely satisfied	Satisfied	Average	Dissatisfied	Not applicable
1.	Quality of service received from 1-800-BOARDUP	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
2.	Friendliness of BOARDUP Manager assisting you	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
3.	Helpfulness of BOARDUP Manager assisting you	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
4.	Knowledge of 1-800-BOARDUP employees assisting you	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
5.	Speed of 1-800-BOARDUP Service	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
6.	Effectiveness of BOARDUP Service	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5

7. How likely would you be to recommend 1-800-BOARDUP  
To someone else needing this assistance?

<b>Definitely</b>	<b>Probably</b>	<b>Maybe</b>	<b>Probably Not</b>	<b>Never</b>					
10	9	8	7	6	5	4	3	2	1
<input checked="" type="checkbox"/>	<input type="checkbox"/>								

8. Please rate the overall experience with 1-800-BOARDUP

<b>Excellent</b>	<b>Very Good</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>					
10	9	8	7	6	5	4	3	2	1
<input checked="" type="checkbox"/>	<input type="checkbox"/>								

9. Comments and any areas of improvement that you can provide:

*Will always appreciate your kindness and your help during this trauma. I will never forget you going to the house at 930p to look for my lock box to keep it from being stolen*

If you would like to provide the following for our records please do so, if not, thank you for your time!

Name: Susan Robey

Phone: 678 591 4715

Address: 895 FREEMANWOOD LANE MILTON (ROBEY)

*Thank you so much!*



120 Mountain Brook Dr. Canton, GA 30115  
P(770) 688-5454 / TF(800) 262-7387

### EMERGENCY SERVICES REQUEST

Property Owner:	<u>TIM BROWN</u>	Insurance Co:	<u>AUTO OWNERS</u>
Address:	<u>2166 EAST CHELOWAY DR</u>	Agent:	_____
Jobsite Address:	<u>WOODSTOCK GA</u>	Phone:	_____
Contact Number:	<u>770-595-4294</u>	Claim#:	_____
Other Contact:	_____	Adjuster:	_____
E-mail Address:	_____	Date:	<u>3-5-2012</u>
Tenant Name:	<u>N/A</u>	Time Received:	<u>2:30</u>
Contact Number:	_____	Requested By:	<u>OWNER VIA CHEROKEE FIRE</u>
		Contact Number:	<u>770-633-5079</u>
		Job Number:	<u>SR4-01-0186</u>

Type of Damage & Description of Work to Be Performed:  
BOARD UP SIDE AND WINDOW. CHECK FOR ROOF DAMAGE.

By signing, I am stating that I have requested and am giving permission to 1-800-BOARDUP to provide emergency services to the property indicated above. I give my Insurance Carrier permission and authority to pay 1-800-BOARDUP directly for the services rendered at standard industry rates. I also understand I will be provided a copy. I also understand that in the case that I do not have insurance, neither I nor any city, county or emergency services (ie. police or fire departments) will be billed for services rendered.

Property Owner or Authorizing Party: Tim Brown Date: 3-5-12

Home owner unable to sign due to: \_\_\_\_\_  
 Board Up Manager: [Signature] Date: 3-8-12

Witness by: \_\_\_\_\_ Date: \_\_\_\_\_



# 1-800-BOARDUP

Victim Assistance • Protecting People • Securing Buildings

120 Mountain Brook Dr. Canton, GA 30115  
P(770) 688-5454 / TF(800) 262-7387

## EMERGENCY SERVICES REQUEST

Property Owner:	<u>SEAN RAGONE -</u>	Insurance Co:	<u>LIBERTY MUTUAL</u>
Address:	<u>5300 TAYLOR RD.</u>	Agent:	_____
	<u>JOHNS CREEK, GA.</u>	Phone:	_____
Jobsite Address:	<u>SAME</u>	Claim#:	_____
		Adjuster	_____
Contact Number	<u>678-481-3320</u>	Date:	<u>04/04/2012</u>
Other Contact:	_____	Time Received:	<u>03:27</u>
E-mail Address:	_____	Requested By:	<u>JCFD CH. HOGAN</u>
Tenant Name:	_____	Contact Number:	<u>678-330-6749</u>
Contact Number:	_____	Job Number	<u>SE 12-01-0292</u>

Type of Damage & Description of Work to Be Performed:  
SECURE DOORS AND 1ST FLOOR WINDOWS, COVER GARAGE WALLS AND INSTALL TEMPORARY FENCE. HOME OWNER REQUEST WE HAVE FIRST ACTION REMOVE AND SECURE CONTENTS.

By signing, I am stating that I have requested and am giving permission to 1-800-BOARDUP to provide emergency services to the property indicated above. I give my Insurance Carrier permission and authority to pay 1-800-BOARDUP directly for the services rendered at standard industry rates. I also understand I will be provided a copy. I also understand that in the case that I do not have insurance, neither I nor any city, county or emergency services (ie. police or fire departments) will be billed for services rendered.

Property Owner or Authorizing Party: \_\_\_\_\_ Date: \_\_\_\_\_

Home owner unable to sign due to: HOME OWNER OUT OF TOWN TALKED USA PHONE

Board Up Manager: [Signature] Date: 4-4-2012

Witness by: \_\_\_\_\_ Date: \_\_\_\_\_

283E



**LATIMER**  
CONSTRUCTION

*24 Hour Emergency Service*

- Fire, Storm, & Water Damage
- Commercial & Residential
- Industrial & Multi-Family

**Wes Latimer**

**678.454.6000** Office

**678.454.6002** Fax

**770.294.8502** Cell

**Wes@LatimerConstruction.com**

255 Depot Street • Ball Ground, GA 30107

LATIMERCONSTRUCTION.COM

**CHEROKEE COUNTY  
REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ No. 11-2-2012**

**BOARD-UP SERVICES CALL LIST**

Cherokee County requests submittals of qualifications from Georgia licensed contractors that are qualified and licensed to perform selective Board-Up Services for the citizens and businesses of Cherokee County when recommended by Cherokee Fire & Emergency Services Agency (CCFES). The successful contractors shall comply with all requirements and general conditions stated in this Request RFQ.

Board-Up Services are defined as services provided by a properly licensed and approved company to provide victim assistance to County citizens and businesses during and after times of disaster and to protect personal and real property to include securing property from additional damage, theft, vandalism or trespass.

After reviewing the information submitted in response to this RFQ, Cherokee County expects to establish a list of contractors capable of meeting the County's requirements (the "Call List"). Contractors included on the Call List will generally be selected for work on a rotating basis, although the County reserves the right to use any contractor on the Call List at any time.

**I. PROJECT DESCRIPTION**

Board up services for damage to structures caused by Fire, Explosion, Vehicle Accident, Natural Disaster, or other cause as determined by the County Fire Chief or their designee. Typically, openings in exterior walls and on roofs will have to be covered. Exterior doors will have to be secured or boarded over. Temporary fencing may be necessary depending upon the particulars of each incident as well as a temporary access point into structures that are secured.

An inspection should be performed by the property owner to determine if the site is adequately secured. The property owner may contact CCFES if they are not satisfied with the board-up service and request an on-site visit by the duty Battalion Chief for inspection.

**II. SCOPE OF WORK GENERAL CONDITIONS**

**CONTRACTOR SHALL:**

- a. Be licensed to conduct business in Cherokee County.
- b. Provide all board-up services at no cost to the County.
- c. Secure/protect structures from the elements (including "Winterizing" as specified by the County when appropriate) and secure/protect structures from intruders
- d. Construct point of entry for investigators.
- e. Provide 24/7 service as well as a 1 hour maximum response time.
- f. Because every incident will be different, actual services for each incident will be determined by the on-duty Battalion Chief.
- g. Agree to all County conditions and fully indemnify and hold the County harmless against any and all claims and liability arising out of board-up services, and provide insurance, all as described in Exhibit "A" attached to this RFQ and incorporated herein by reference.
- h. Identify in its submittal a list of three references of similar job scope and identify its ability to meet the requirements of this RFQ.
- i. Provide service at "no cost" to the property owner or the County, and will not bill homeowner/business directly but will bill homeowner/business insurance companies directly. There will be no "out of pocket"

expenses to the homeowner or business. If the homeowner/business does not have insurance, contractor understands that the service provided will be a loss to the contractor.

j. Provide "temporary housing" of victims at no charge to homeowners or victims. Again, there is no charge, cost or billing directly to the County, homeowners or victims. If there is no insurance, it is a loss to the contractor.

CHEROKEE COUNTY SHALL:

- a. Based on the criteria indicated below, establish the Call List using contractors that are capable of meeting the requirements of this RFQ.
- b. Not make any guarantees regarding the number of calls any contractor included on the Call List may get.
- c. Have no direct contractual relationship with any property owner or victim and shall be a third party to contractor's relationship with property owners, victims, and insurance companies.

**III. CRITERIA FOR EVALUATING SUBMITTALS** (Not in any specific order of rank)

- a. Adequately satisfy the County regarding contractor's qualifications and expertise in executing the requirements of this RFQ.
- b. Ability to meet desired timelines.
- c. Providing insurance, indemnity and hold harmless.
- d. 5+ years of experience in providing Board-Up Services similar to those described in this RFQ.
- e. References.
- f. Check below all services your firm is capable of providing and provide supporting materials:

- Board-UP of windows, doors or openings and tarping
- Roof Cover
- Temporary Fencing
- Water Extraction & Mitigation
- Tree Removal
- Structural Stabilization
- Mold & Mildew Mitigation Prevention
- Structural Drying
- Water & Sewage Extraction & Decontamination
- Winterization
- Contents Care
- Packing, Moving & Content Storage
- Emergency Cleaning & Deodorization
- Temporary Power & Generators
- 1-Hour response or less
- Citizen Victim Assistance Program
- Temporary Housing of Victims
- NIMS 100 Certified Personnel
- Demolition Services
- Toll Free or Local Phone Number accessible 24 hours/7 days weekly by live person. (Answering machines not acceptable)
- Respond in "well marked and well maintained vehicles".
- Personnel respond in well-marked uniforms or possess highly visible Identification Cards
- Other Services: Please describe/list below:

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**IV. PROCESS**

**Sealed submittals from interested contractors must be submitted by 4:00 p.m. on Monday, December 3, 2012, to:**

Cherokee County Board of Commissioners  
c/o Jerry W. Cooper, County Manager  
1130 Bluffs Parkway  
Canton, GA 30114

**Incomplete or late submittals will not be considered.**

The Cherokee County reserves the right to reject submittals determined in the County's sole discretion to be non-responsive to this RFQ and to cancel in whole, or in part, this RFQ.

Being placed on the Call List of qualified vendors does not guarantee any work to any contractor, and the County reserves the right to use the particular contractor best suited for the job, as determined by the County in its sole discretion.

There will be no public opening and reading of the RFQ submittals.

**V. CONTACT PERSON**

Questions concerning submittal shall be addressed to:  
Jerry W. Cooper  
County Manager  
[jcooper@cherokeega.com](mailto:jcooper@cherokeega.com)

**VI. ATTACHMENTS**

Submittal Form; Exhibit A: Independent Contractor/Indemnity/Insurance Requirements, E-Verify Provisions, SAVE Provisions; Exhibit B: E-Verify Contractor Affidavit; Exhibit C: E-Verify Subcontractor Affidavit; Exhibit D: SAVE Affidavit, all attached hereto and incorporated herein by reference.

SUBMITTAL FORM

Contractor's Name: Latimer Construction Co., Inc.

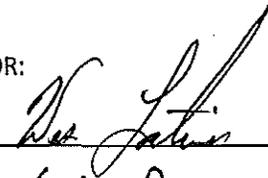
Contractor's License Number: GCCO 001862

Contractor's License Classification: General Contractor

IN WITNESS WHEREOF, the undersigned has caused this Submittal to be properly executed, as of the date set forth below:

Dated this 7<sup>th</sup> day of November 2012.

CONTRACTOR:

By: 

TITLE: Vice President

Contractor's Address: 255 Depot Street  
Ball Ground, GA 30107

Telephone Number: 678-454-6000

**EXHIBIT "A"**  
Insurance, Liability, E-Verify and SAVE

**A. 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.

**B. Indemnity**

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.

**C. Insurance**

**(1) Requirements:**

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by

the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

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

- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

the parties as additional insureds.

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

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

**C. 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 "B" and "C" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that it has, prior to providing services, executed a notarized affidavit, the form of which is provided in Exhibit "B", 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 "C", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "C" 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 "B" and incorporated herein by this reference.

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

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

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

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

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

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the Country *each* time that Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "D", 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).

EXHIBIT "B"

STATE OF GEORGIA  
COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "C." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

WLAT1840  
Federal Work Authorization User Identification Number

August 24, 2010  
Date of Authorization

Latimer Construction Co., Inc.  
Name of Contractor

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

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

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on Nov. 11, 2012, in Ball Ground (city), GA (state).

Wes Latimer  
Signature of Authorized Officer or Agent

Wes Latimer Vice President  
Printed Name and Title of Authorized Officer or Agent

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

Bonnie Cochran  
NOTARY PUBLIC

[NOTARY SEAL]  
My Commission Expires:

\_\_\_\_\_  
Notary Public, Cherokee County, Georgia  
My Commission Expires February 24, 2013

**EXHIBIT "D"**  
**SAVE Affidavit**

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

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

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

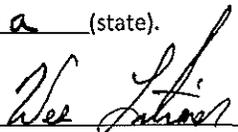
The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

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

Drivers License

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

Executed in Ball Ground (city), Georgia (state).



Signature of Applicant

Wes Latimer

Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

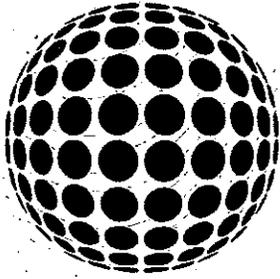
7<sup>th</sup> DAY OF November, 2012

Bonnie Cohorn

NOTARY PUBLIC

My Commission Expires:

**Notary Public, Cherokee County, Georgia**  
**~~My Commission Expires February 24, 2013~~**



the **cleantrust** certified

## CERTIFIED FIRM

### 2012

*be it known that:*

**LATIMER CONSTRUCTION**

Is registered with THE CLEAN TRUST, and has pledged to implement an advanced training program and a course of study leading to the certification of all On-Location Operators actively engaged in providing services to the consumer in cleaning and restoration and has pledged its support in establishing and maintaining a professional attitude in the conduct of its daily business at all times and providing the consumer with the highest degree of professionalism possible.

*Patrick Winters, The Clean Trust President*

*Darrell Paulson, Chairman of the Board*

*Company Number 188309*

*Valid Through 12-31-2012*



Certified Firm

# CERTIFIED FIRM

## 2011

*be it known that:*

**LATIMER CONSTRUCTION**

Is registered with the INSTITUTE OF INSPECTION, CLEANING, AND RESTORATION CERTIFICATION, and has pledged to implement an advanced training program and a course of study leading to the certification of all On-Location Operators actively engaged in providing services to the consumer in cleaning and restoration and has pledged its support in establishing and maintaining a professional attitude in the conduct of its daily business at all times and providing the consumer with the highest degree of professionalism possible.

*Patrick Winters, IICRC President*

*Paul Pearce, Chairman of the Board*

*Company Number 188309*

*Valid Through 12-31-2011*

# United States Environmental Protection Agency



This is to certify that

Latimer Construction Co., Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 11, 2015

NAT-50881-1

Certification #

May 29, 2010

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Better Business Bureau®

**Start With Trust®**

BBB Serving Atlanta, Athens,  
& NE Georgia



**Latimer  
Construction Co., Inc.**

**Valid Through January 2013**

**bbb.org**



## REFERENCES

- 1.) **Travis Lindsey**  
**Manager, Nationwide Insurance**  
**75 Lockring Drive, SW**  
**Lilburn, GA 30047**  
**(770) 359-7913**
  
- 2.) **Furman Wood**  
**President, Commercial Property Professionals**  
**3715 Northside Parkway, Bldg. 300, Ste 650**  
**Atlanta, GA. 30327**  
**(404) 803-8412**
  
- 3.) **Hall Fowler**  
**President, Fowler Properties**  
**635 Molly Lane, Ste 200**  
**Woodstock, GA. 30188**  
**(770) 926-3195**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/7/2012

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

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

<b>PRODUCER</b> Insurance Office of America - ATL 2839 Paces Ferry Road, Suite 1200 Atlanta, GA 30339	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (678) 919-1150 FAX (A/C, No): (678) 919-1151 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Latimer Construction Company, Inc. 255 Depot Street Ball Ground, GA 30107	<b>INSURER A : Columbia Insurance Group</b>	
	<b>INSURER B : Century Surety Co</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

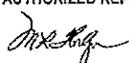
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CMPGA0000026478	3/27/2012	3/27/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 250
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAPGA0000026478	3/27/2012	3/27/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUPGA0000026478	3/27/2012	3/27/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA0402348	3/27/2012	3/27/2013	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	<b>Contractor Pollution</b>			CCP759224	3/27/2012	3/27/2013	Aggregate/Per Occur 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Cherokee Board of Commissioners 1130 Bluffs Parkway Canton, GA 30114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**STATE OF GEORGIA**  
**BRIAN P. KEMP, Secretary of State**  
 State Licensing Board for Residential/General Contractor  
 General Contractor Company

LICENSE NO. GCCO001862

Latimer Construction Company Inc  
 255 Depot Street  
 Ball Ground GA 30107  
 Qualifying Agent: Wesley Daniel Latimer  
 Qualifying Agent License NO: GCQA001874

EXPIRATION DATE - 06/30/2014  
 Active



**CITY OF BALL GROUND BUSINESS LICENSE**  
 Number 2012-116

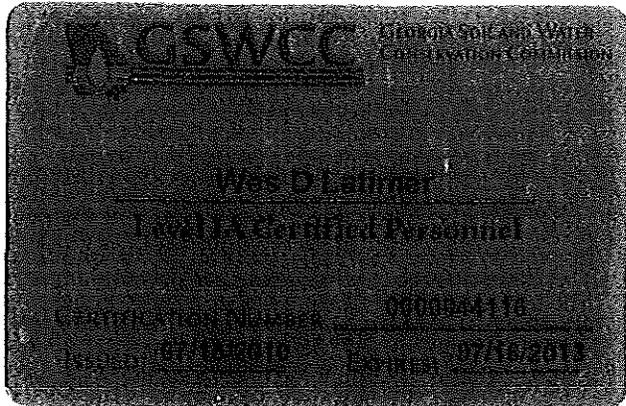
WHEREAS.....Latimer Construction Co., Inc.  
 Located at.....255 Depot Street, Ball Ground, GA 30107  
 Has paid to the City of Ball Ground, the sum of  
 Two hundred forty and No/100.....Dollars  
 In conformity with the law, same as hereby authorized to transact the business of  
 General Contractor  
 In said City for the term of One Year  
 From February 1, 2012 to January 31, 2013  
 Given under my hand and seal, this 17th Day of January, 2012

*James H. Jackson*  
 \_\_\_\_\_  
 City Clerk



Be it known that  
**WES LATIMER**  
 is certified in these areas:

- WATER DAMAGE RESTORATION
- FIRE & SMOKE RESTORATION
- APPLIED MICROBIAL REMEDIATION



135500 2/2013  
 Registered Member 188312 Expiration Date

**HAAG CERTIFIED  
 ROOF INSPECTOR**

Wes Latimer  
 ID#: 201003146  
 Certification: Residential (3/10)  
 Certification expires: 3/31/12



Check my good standing at [certifiedroofinspector.com](http://certifiedroofinspector.com).

**United States Environmental Protection Agency**



Chie to certify that

Latimer Construction Co., Inc.

In the Jurisdiction of:

APPROVED  
 Signature  
 Title

*Wesley D. Latimer*  
 Signature  
 Title

**CHEROKEE COUNTY  
REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ No. 11-2-2012**

**BOARD-UP SERVICES CALL LIST**

Cherokee County requests submittals of qualifications from Georgia licensed contractors that are qualified and licensed to perform selective Board-Up Services for the citizens and businesses of Cherokee County when recommended by Cherokee Fire & Emergency Services Agency (CCFES). The successful contractors shall comply with all requirements and general conditions stated in this Request RFQ.

Board-Up Services are defined as services provided by a properly licensed and approved company to provide victim assistance to County citizens and businesses during and after times of disaster and to protect personal and real property to include securing property from additional damage, theft, vandalism or trespass.

After reviewing the information submitted in response to this RFQ, Cherokee County expects to establish a list of contractors capable of meeting the County's requirements (the "Call List"). Contractors included on the Call List will generally be selected for work on a rotating basis, although the County reserves the right to use any contractor on the Call List at any time.

**I. PROJECT DESCRIPTION**

Board up services for damage to structures caused by Fire, Explosion, Vehicle Accident, Natural Disaster, or other cause as determined by the County Fire Chief or their designee. Typically, openings in exterior walls and on roofs will have to be covered. Exterior doors will have to be secured or boarded over. Temporary fencing may be necessary depending upon the particulars of each incident as well as a temporary access point into structures that are secured.

An inspection should be performed by the property owner to determine if the site is adequately secured. The property owner may contact CCFES if they are not satisfied with the board-up service and request an on-site visit by the duty Battalion Chief for inspection.

**II. SCOPE OF WORK GENERAL CONDITIONS**

**CONTRACTOR SHALL:**

- a. Be licensed to conduct business in Cherokee County.
- b. Provide all board-up services at no cost to the County.
- c. Secure/protect structures from the elements (including "Winterizing" as specified by the County when appropriate) and secure/protect structures from intruders
- d. Construct point of entry for investigators.
- e. Provide 24/7 service as well as a 1 hour maximum response time.
- f. Because every incident will be different, actual services for each incident will be determined by the on-duty Battalion Chief.
- g. Agree to all County conditions and fully indemnify and hold the County harmless against any and all claims and liability arising out of board-up services, and provide insurance, all as described in Exhibit "A" attached to this RFQ and incorporated herein by reference.
- h. Identify in its submittal a list of three references of similar job scope and identify its ability to meet the requirements of this RFQ.
- i. Provide service at "no cost" to the property owner or the County, and will not bill homeowner/business directly but will bill homeowner/business insurance companies directly. There will be no "out of pocket"

expenses to the homeowner or business. If the homeowner/business does not have insurance, contractor understands that the service provided will be a loss to the contractor.

j. Provide "temporary housing" of victims at no charge to homeowners or victims. Again, there is no charge, cost or billing directly to the County, homeowners or victims. If there is no insurance, it is a loss to the contractor.

CHEROKEE COUNTY SHALL:

- a. Based on the criteria indicated below, establish the Call List using contractors that are capable of meeting the requirements of this RFQ.
- b. Not make any guarantees regarding the number of calls any contractor included on the Call List may get.
- c. Have no direct contractual relationship with any property owner or victim and shall be a third party to contractor's relationship with property owners, victims, and insurance companies.

**III. CRITERIA FOR EVALUATING SUBMITTALS** (Not in any specific order of rank)

- a. Adequately satisfy the County regarding contractor's qualifications and expertise in executing the requirements of this RFQ.
- b. Ability to meet desired timelines.
- c. Providing insurance, indemnity and hold harmless.
- d. 5+ years of experience in providing Board-Up Services similar to those described in this RFQ.
- e. References.
- f. Check below all services your firm is capable of providing and provide supporting materials:

- Board-UP of windows, doors or openings and tarping
- Roof Cover
- Temporary Fencing
- Water Extraction & Mitigation
- Tree Removal
- Structural Stabilization
- Mold & Mildew Mitigation Prevention
- Structural Drying
- Water & Sewage Extraction & Decontamination
- Winterization
- Contents Care
- Packing, Moving & Content Storage
- Emergency Cleaning & Deodorization
- Temporary Power & Generators
- 1-Hour response or less
- Citizen Victim Assistance Program
- Temporary Housing of Victims
- NIMS 100 Certified Personnel
- Demolition Services
- Toll Free or Local Phone Number accessible 24 hours/7 days weekly by live person. (Answering machines not acceptable)
- Respond in "well marked and well maintained vehicles".
- Personnel respond in well-marked uniforms or possess highly visible Identification Cards
- Other Services: Please describe/list below:

SEE ATTACHED

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**IV. PROCESS**

Sealed submittals from interested contractors must be submitted by 4:00 p.m. on Monday, December 3, 2012, to:

Cherokee County Board of Commissioners  
c/o Jerry W. Cooper, County Manager  
1130 Bluffs Parkway  
Canton, GA 30114

**Incomplete or late submittals will not be considered.**

The Cherokee County reserves the right to reject submittals determined in the County's sole discretion to be non-responsive to this RFQ and to cancel in whole, or in part, this RFQ.

Being placed on the Call List of qualified vendors does not guarantee any work to any contractor, and the County reserves the right to use the particular contractor best suited for the job, as determined by the County in its sole discretion.

There will be no public opening and reading of the RFQ submittals.

**V. CONTACT PERSON**

Questions concerning submittal shall be addressed to:  
Jerry W. Cooper  
County Manager  
[jcooper@cherokeega.com](mailto:jcooper@cherokeega.com)

**VI. ATTACHMENTS**

Submittal Form; Exhibit A: Independent Contractor/Indemnity/Insurance Requirements, E-Verify Provisions, SAVE Provisions; Exhibit B: E-Verify Contractor Affidavit; Exhibit C: E-Verify Subcontractor Affidavit; Exhibit D: SAVE Affidavit, all attached hereto and incorporated herein by reference.

**SUBMITTAL FORM**

Contractor's Name: PAUL HOWARD JOHNSA D/B/A DISASTER RESPONSE TEAM, LLC

Contractor's License Number: GCQA003453

Contractor's License Classification: RESIDENTIAL / GENERAL CONTRACTOR  
GENERAL CONTRACTOR QUALIFYING AGENT

IN WITNESS WHEREOF, the undersigned has caused this Submittal to be properly executed, as of the date set forth below:

Dated this 19<sup>th</sup> day of November 2012.

CONTRACTOR:

By: Howard Johnson

TITLE: CEO

Contractor's Address: BUSINESS ADDRESS:  
3205 SOUTH CHEROKEE LANE SUITE 130  
WOODSTOCK, GA 30188

Telephone Number: 770-591-7083

STATE OF GEORGIA  
COUNTY OF CHEROKEE

This instrument was acknowledged before me this 19 day of November, 2012 by Paul H Johnson.  
Produced GA Drivers license.

Josh Shaw  
JOSH SHAW, NOTARY PUBLIC



**EXHIBIT "A"**

Insurance, Liability, E-Verify and SAVE

**A. 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.

**B. Indemnity**

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.

**C. Insurance**

**(1) Requirements:**

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by

the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

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

- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

the parties as additional insureds.

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

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

**C. 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 "B" and "C" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that it has, prior to providing services, executed a notarized affidavit, the form of which is provided in Exhibit "B", 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 "C", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "C" 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 "B" and incorporated herein by this reference.

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

500 or more employees.

100 or more employees.

Fewer than 100 employees.

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

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

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

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the Country *each* time that Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "D", 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).

**EXHIBIT "B"**

STATE OF GEORGIA  
COUNTY OF CHEROKEE

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "C." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

453150254

Federal Work Authorization User Identification Number

NOVEMBER 15, 2012

Date of Authorization

DISASTER RESPONSE TEAM, LLC

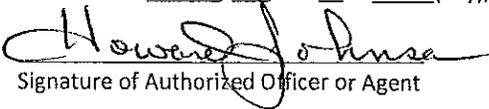
Name of Contractor

Name of Project

Name of Public Employer

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

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

  
Signature of Authorized Officer or Agent

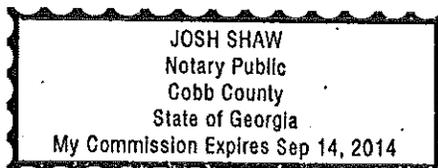
PAUL HOWARD JOHNSA

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19 DAY OF November, 2012.

NOTARY PUBLIC  
[NOTARY SEAL]

My Commission Expires: 09.14.2014



**EXHIBIT "C"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTARY SEAL]

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

EXHIBIT "D"  
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:  
  GEORGIA DRIVERS LICENSE  

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

Executed in   Woodstock   (city),   Georgia   (state).

  Paul Howard Johnsa    
Signature of Applicant

  PAUL HOWARD JOHNSA    
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
  19   DAY OF   November   20  12  

  [Signature]    
NOTARY PUBLIC  
My Commission Expires:  
  09.14.2014  



**Disaster Response Team - Cherokee County Proposal References:  
Board-Up/Tarping Services**

Woody King  
2821 Regents Park Ln  
Marietta, GA 30062  
770-565-1187  
(Chimney Fire – Boarded Up Chimney – Tarped off Roof Around Chimney)

Mitch Thomas  
232 Hampton Station Blvd  
Canton, GA 30115  
678-231-2846  
(Storm Damage – Window Board-Up)

Sylvia Wilbanks  
681 Victoria Rd  
Woodstock, GA 30189  
770-926-9860  
(Tree Fell On House – Tarped Roof and Boarded up Windows)



*"24/7 Emergency Construction  
and Catastrophe Response Services"*

**Our Advantage:**

- GA Licensed General Contractor
- 24/7 Emergency Services
- Local Coverage
- Emergency Mitigation
- Victims Assistance Program
- Fire and Smoke Damage
- Water Damage and Removal
- Flood Restoration
- Mold Remediation
- Drying and Dehumidification
- Ozone/Thermal Fogging
- Deodorization
- Winterization
- IICRC Fire, Water, Mold Certifications
- Tree Removal
- Roof Repair
- Asbestos Abatement
- Lead Abatement
- Commercial Property
- Residential Property
- Temporary Emergency Power
- Board-up, Tarping
- Contents Manipulation and Storage
- Demolition Services
- Animal/Hoarder Cleanup
- Disaster Cleanup
- Temporary Fencing
- Temporary Housing
- Advanced Technologies
- Consulting & Project Management
- Scope of Work & Cost Estimate Preparation
- Dispute Resolution Support
- Cost Management
- Turn-Key Construction Services
- 1-Hour Response Time



*"24/7 Emergency Construction  
and Catastrophe Response Services"*

What are the benefits with using DRT?

- A standardized, on-scene, all-hazards emergency construction team.
- Enables a simple, coordinated, structured response even among several various jurisdictions and agencies.
- A shared understanding of priorities and restrictions.
- A distinct set of incident objectives with full awareness of legal and ethical responsibilities and accountability.
- Collaborative strategies.
- Less duplication of efforts.
- Establishes common processes for planning and management of resources.
- Allows for integration within a common organizational structure.
- Allows for greater preservation of county resources.
- Incident Stabilization.
- Property/Environmental Preservation.
- All services provided by a GA state licensed General Contractor.

DRT strives to help to ensure 3 primary objectives:

- The safety of responders, workers, and others.
- The basic achievement of response objectives.
- The most efficient use of resources.

DRT will recognize, understand, and commit to:

- Following the chain of command.
- Reporting critical information as needed.
- Waiting to be dispatched.
- An orderly line of authority within our response organization.

Advantages to the DRT phone app:

- Download our FREE app on either the Android Platform (Google Play) or Apple Platform (iTunes).
- Use one-touch button to quickly send us property information by the use of geo-sync data.
- Quickly send us photos of your loss.
- Helps speed up critical response times
- The name of the app is DRT 888YOUR911



*"24/7 Emergency Construction  
and Catastrophe Response Services"*

Welcome to the app for Disaster Response Team, LLC! We respond to property damage emergencies suffered by businesses and homeowners. Download this FREE app now whether you're a First Responder, Fireman, Adjuster, Insurance Agent, Property Manager, or Homeowner. Our app is fully featured with the right tools to initiate and help your claims process, starting with the initial emergency call. Tools in our app include:

- Emergency Contact Button to get 24-hour emergency service fast.
- Quick phone contact list for General Questions, Insurance, Accounting.
- Use one-touch button to quickly send us property information by the use of geo-sync data.
- Quickly send us photos of your loss.
- Use Voice Recorder function for recording notes, or sending us property information, or for sending us comments about your loss.
- Quick education tips for disaster victims.
- Helps speed up critical response times after fire or water damage.

The name of our FREE App: **DRT 888YOUR911**

*Available on App Store (Apple iPhone) and Google Play (Android Market)*





*"24/7 Emergency Construction  
and Catastrophe Response Services"*

**Instructions for using our App DRT 888YOUR911:**

If you have an iPhone, go to App Store, search for "DRT 888YOUR911" and then download our free app. You will see our logo. (In case you're wondering, DRT stands for Disaster Response Team, and 888YOUR911 is our phone number.)

If you have an Android phone, go to Play Store (Google Play - <https://play.google.com/store/apps>), search for "DRT 888YOUR911" and then download our free app.

There are several ways you can use our app:

1. Touch the Call Us button.
2. Touch First Responder Button (if you are a fireman or other first responder).
3. You will then be quickly and automatically routed through our phone system.

-OR-

1. Touch the Submit Property Information tab.
2. Select the Location, Date, and Time of the loss.
3. Touch Camera button to include photo of loss.
4. Touch Submit button to send us the information.

-OR-

(if using **iPhone**)

1. Touch the Voice button.
2. Touch the plus button (upper right of screen)
3. After recording, press Use button
4. Press Send button (fields will auto-populate)

(if using **Android**)

1. Touch Voice button.
2. Touch Menu button on phone, then press New.
3. After recording, press Menu button on phone, then press Use.
4. Touch on .wav file at top of screen to select file, and then send it via email.
5. To view the instructional video on YouTube, search for DRT 888YOUR911. The name of the video is "Android App Instructions".

Name of App: **DRT 888YOUR911**

Available on App Store (iPhone) and Google Play (Android Market)

## **Disaster Response Team - Cherokee County Proposal References:**

### **Board-Up Services**

**Woody King  
2821 Regents Park Ln  
Marietta, GA 30062  
770-565-1187**

**Mitch Thomas  
232 Hampton Station Blvd  
Canton, GA 30115  
678-231-2846**

**Sylvia Wilbanks  
681 Victoria Rd  
Woodstock, GA 30189  
770-926-9860**

Cherokee County, Georgia  
Agenda Request

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Agenda No.

2.6

SUBJECT: Property Auction Agreement

MEETING DATE: December 18, 2102

SUBMITTED BY: Jerry W. Cooper, County Manager

---

COMMISSION ACTION REQUESTED:

Approve renewal of property auction agreement with Jeff Dobson & Associates for a period of three (3) years: 2013, 2014 and 2015, with 0% seller commission for vehicles and equipment, and 10% on other items.

---

FACTS AND ISSUES:

The County has used the auction services of Jeff Dobson & Associates and staff has been extremely satisfied with the service. There is no charge (i.e., seller's commission) to the county for vehicles (trucks, cars and buses) and a 10% fee for other items.

---

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

Budget Adjustment Necessary:

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ADMINISTRATIVE RECOMMENDATION:

Approve renewal of auction services agreement with Jeff Dobson & Associates.

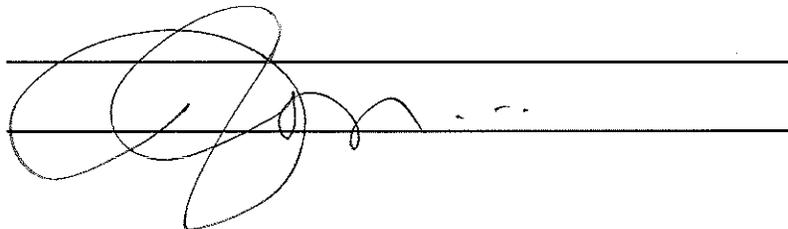
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REVIEWED BY:

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

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

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



# PERSONAL PROPERTY AUCTION CONTRACT

THIS AGREEMENT entered into by and between Cherokee Co. Board of Comm. hereinafter referred to as Seller(s) and Jeff Dobson & Associates, Inc. hereinafter called Auctioneer.

FOR AND IN CONSIDERATION of the services to be performed by the Auctioneer, the undersigned Seller(s) of the property hereinafter described, hereby employs and grants the Auctioneer the EXCLUSIVE RIGHT TO SELL the following described personal property:

and as set out in Exhibit A hereto attached and made a part hereof by reference. Located at: Fairgrounds  
City \_\_\_\_\_ County of Cherokee State GA

The right to sell specifically includes the right to sell the above described property at Public Auction, to the highest bidder(s) on the premises on or about May 2013-2014, 2015 or up to 90 days prior to or after said approximate date. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold prior to auction date, or within 90 days after said date. In event of postponement because of Act of God, the auction shall be held at a later date agreeable to both parties, not later than 90 days after initial auction date. Seller(s) warrants and represents to the Auctioneer that Seller(s) owns, has full authority and lawful power to sell and shall deliver title to the above described property, free and clear of all claims, encumbrances or indebtedness, and that said property can be sold at auction without violation of any Federal, State or other regulations except as noted herewith:

Mortgage or Lien Holder on Personal Property	Address	Unpaid Bal.
1. <u>NA</u>	_____	_____
2. <u>NA</u>	_____	_____
3. <u>NA</u>	_____	_____

Seller(s) agrees to pay all expenses of preparation, advertising and conducting the auction sale. The advertising expenses to market and advertise this auction will be \$ NA. Seller agrees to pay said cost and herewith tenders to Auctioneer, NA Dollars ( NA ) to be used as deposit in defraying said expenses, receipt hereof being hereby acknowledged. Auctioneer shall expend this money as necessary for purposes relative only to this

auction. Clerking and Cashiering charges shall be paid by Auctioneer. Further conditions 0% Sellers Commission on Trucks, Cars, Buses - 10% on Remainder of items

Seller herewith agrees to the following payment method for buyers: Credit Cards Check Cash  
Auctioneer DOES / DOES NOT guarantee collection of checks and if so charges an extra 0 % on final check total for this service. Auctioneer WILL / WILL NOT offer credit card merchant services for this auction and if so charges and extra 0 % on final credit card total for this service. Payment of proceeds to seller, less expenses and commissions, will be made within 15 days after cashier's final closeout of auction. Seller(s) agree that all expenses and auction commissions shall be deducted before payment of and liens. State Sales Tax WILL / WILL NOT be collected at this auction and if so will be remitted by AUCTIONEER / SELLER(S). Seller(s) agrees this auction will be conducted on an ABSOLUTE / RESERVED basis \_\_\_\_\_

### THE AUCTIONEER SHALL:

- (A) Sell said property, using his professional skill, knowledge, and experience to the best advantage of both parties in preparing and conducting the auction sale.
- (B) Keep accurate records of said sale, and permit Seller(s) to examine same. Seller(s) to be furnished a copy of said records.
- (C) Receive as compensation for promoting, advertising and conducting said auction sale 10 % (percent) of gross selling price, which shall be payable by the Seller(s) at the auction site, immediately following said auction, or deduction from Seller's proceeds on day of auction. A 10 % Buyer's Premium WILL / WILL NOT be charged and if so will be divided Zero % to Seller(s) and Ten % to Auctioneers in addition to stated commission or as follows: \_\_\_\_\_

### THE SELLER SHALL:

- (A) Maintain and provide premises in which said property is located, and furnish light, water, license, personal and public liability insurance. Seller(s) SHALL / SHALL NOT provide labor in assisting with this auction sale, set up and check out
- (B) Not sell, dispose of or otherwise withdraw from said auction sale any part of said property or refuse to submit said property, or any part thereof.
- (C) Not interfere, prevent or prohibit auctioneer, in any manner, prior to or during auction, from carrying out his duties and obligations of this agreement.
- (D) In the event of breach of covenants contained herein, pay the auctioneer as liquidated damages, all advertising and other expenses incurred and a commission of Ten Percent (10%) of the appraised value of said property, prior to auction being cancelled.

Further Conditions Three (3) year Contract for 2013-2014-2015 with Commission Rates staying The same thru at the contract. Auctioneer must comply with E-Verify and SAVE attached hereto and marked Appendix A'

Auctioneer is acting as agent only and represents the Seller(s) in this transaction. Nothing herein contained shall be construed to or constitute the parties hereto as partners. In the event it becomes necessary for either party to collect any sum or sums due through legal action, Seller(s) waives venue and agrees to pay all costs and expenses of such an action, including reasonable attorney's fees. This agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Seller(s) have read the foregoing contract and thoroughly understand the contents thereof; and further represent the statements hereof are made by them as true to the best of their knowledge, and that this contract contains and sets out the entire agreement of the parties.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVISE.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 12  
at \_\_\_\_\_ County, Cherokee

AUCTIONEER [Signature] SELLER \_\_\_\_\_  
SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
SIGNATURE REPRESENTS PERSONAL GUARANTY

## **Employment of Unauthorized Aliens Prohibited**

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

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

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

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

Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Consultant's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-

.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

\_\_\_ 500 or more employees.

\_\_\_ 100 or more employees.

\_\_\_ Fewer than 100 employees.

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

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

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

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

## APPENDIX 'A'

### **Employment of Unauthorized Aliens Prohibited**

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

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the 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).

**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:

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

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

\_\_\_\_\_  
Name of Contractor

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

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

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

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

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

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

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

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

[NOTARY SEAL]

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

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

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

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

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

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

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

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

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

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

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

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

[NOTARY SEAL]

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

**Cherokee County, Georgia  
Agenda Request**

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SUBJECT: Professional Services – Engineering Services      MEETING DATE: December 18, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

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**COMMISSION ACTION REQUESTED:**

Approve renewal of contract between Cherokee County and Rindt-McDuff Associates, Inc. (RMA) for the Blalock Road Landfill closure at a cost not to exceed \$148,000.

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**FACTS AND ISSUES:**

Rindt-McDuff Associates, Inc. (RMA) has performed professional services in conjunction with the Blalock Road Landfill closure project. RMA has reduced their fees approximately 9% from 2009 – from \$154,600 in 2010 to \$148,500 in 2012, and reduced slightly to \$148,000 in 2013. Services include:

- Appendix I Groundwater Sampling and Reporting
- Appendix II Groundwater Sampling and Reporting
- Monthly and Quarterly Methane Monitoring
- Project Management/Regulatory Liaison
- Blalock Road Methane Mitigation Supervision
- Enhanced Monitored Natural Attenuation Testing

In addition to the aforementioned services, EPD may require a modification of the Active Methane System to improve system near MP-15 in the amount of \$15,000. If necessary, the request will be submitted to the BOC for consideration.

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**BUDGET:**

Budgeted Amount: \$150,000	Account Name: Professional Services
Amount Encumbered: \$0	Account #:
Amount Spent to Date: \$0	
Amount Requested: \$148,000	
Remaining Budget	

Budget Adjustment Necessary: No

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**ADMINISTRATIVE RECOMMENDATION:**

Approve renewal of contract with RMA for an amount not to exceed \$148,000 for services in conjunction with closure of the Blalock Road Landfill.

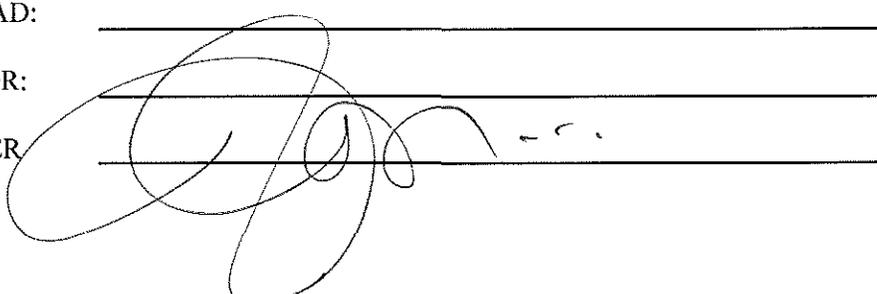
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**REVIEWED BY:**

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

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

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



## Jerry Cooper

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**From:** Richard Akin <rakin@rindt-mcduff.com>  
**Sent:** Friday, December 07, 2012 2:56 PM  
**To:** Jerry Cooper  
**Subject:** Blalock Road MSWLF  
**Attachments:** Cherokee 2013 Proposal for Services.pdf

Good afternoon Jerry,

I hope all is well. I have prepared a proposal/cost estimate for RMA to continue providing professional services on the Blalock Road MSWLF in 2013 (copy attached). At this time, it appears that the level of service and requirements will be very similar to 2012. EPD is requiring an update to the Corrective Action Plan (CAP) in 2013, which has been included in our tasks. RMA's not-to-exceed cost for 2013 is slightly less than the original budget proposed for 2012. As noted in the chart, post closure costs for the facility have continued to decline since 2009.

Methane readings in well MP 15 have been within compliance four out of the past five months. Hopefully this will be a continuing trend that may prevent the need for modifications to the methane extraction system, but we recommend that you also include funds in your budget as a contingency.

If you are going to be available next week, I will be glad to come up with the original copy and go over the proposal. Just let me know a couple of times that would be convenient and we'll schedule it.

I have enjoyed working with you and Geoff on this project and look forward to continuing our working relationship.

Thanks,

**Richard J. Akin**  
**Rindt-McDuff Associates, Inc.**  
334 Cherokee Street  
Marietta, GA 30060  
Tel: 770-427-8123  
Fax: 770-425-8930  
Cell: 404-680-6204  
[www.rindt-mcduff.com](http://www.rindt-mcduff.com)

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



Rindt-McDuff Associates, Inc.  
Engineering and Environmental Consulting

December 6, 2012

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

**Subject: Proposal for 2013 Professional Services Contract  
for the Blalock Road Landfill**

Dear Mr. Cooper:

Rindt-McDuff Associates, Inc. (RMA) is submitting this proposal to continue the Professional Services for the Blalock Road Landfill (Site). This proposal was prepared as a Lump Sum cost for the continued post-closure care of the site for the 2013 calendar year. RMA's anticipated activities and associated cost for the upcoming year are as follows:

#### **2013 REQUIRED SCOPE OF WORK**

##### Groundwater Sampling -- Appendix I & Appendix II Testing

RMA will continue to provide services required to complete the regulatory required semi-annual groundwater sampling, the monthly methane monitoring, and all associated reporting requirements for the Site. The Assessment (Appendix II) groundwater-sampling event will occur in April 2013 and the Detection (Appendix I) groundwater-sampling event will occur in October 2013.

##### Methane Sampling

Monthly Methane monitoring events will occur each month throughout the year. For each event, RMA will also include the testing of approx. 25 methane geo-probe points along Blalock Road to track the effectiveness of the Methane Abatement System that was installed in September of 2011.

##### Project Management, Regulatory Liaison, Hazardous Waste Trust Fund Submittal

Several branches at the Georgia Environmental Protection Division (GAEPD) exercise oversight and review of the landfill. These separate branches often submit requests for information, ask for site meetings, or require coordination activities. RMA manages these requests and coordinates with the regulatory agency on behalf of Cherokee County. RMA also prepares the submittal package each year for the Hazardous Waste Trust Fund for possible reimbursement of remediation expenses incurred at the landfill. RMA also addresses various community issues concerning the landfill and its relationship to surrounding neighbors.

Mr. Jerry Cooper

**RE: Proposal for 2013 Professional Services Contract for the Blalock Road Landfill**

December 6, 2012

#### Blalock Road Methane Mitigation

In 2010-2011, it was observed that methane was migrating into the right of way along Blalock Road. In response to this fact, EPD required the county to install a methane mitigation system to contain the methane within the fence boundary. This system was converted to an active system in September of 2011. This low cost option, has successfully reduced the methane levels in MP-16, however MP-15 has still registered some higher methane levels than hoped for and has been noted by EPD.

As such, EPD requested a proposed Methane Remediation Plan, which was submitted in May 2012. If approved, this plan will require a modification to the active mitigation system. RMA will continue to monitor these methane levels for 2013, in hopes that the methane problem will diminish without the need for a modification to the active system.

It should be noted that this methodology has proven effective over the past years in correcting methane exceedances at the property line.

#### Enhanced Monitored Natural Attenuation Pilot Test

In 2005, EPD approved the Monitored Natural Attenuation (MNA) approach to the groundwater constituents at the landfill. It was agreed that the county would monitor the constituents for 3 years and address any items that are not naturally being attenuated at the landfill.

Apparently, at wells GWC-18A and GWC-30, the Chlorinated Hydrocarbons had stabilized and had not fallen in concentration below the required MCLs. Therefore, EPD is requiring the County to develop a solution to this problem. RMA recommended an Enhanced Monitored Natural Attenuation (EMNA) process in which electron donors are injected into the groundwater (drill 2 small wells and pour in Soy or other electron donors) up-gradient of the problem wells. These two donor wells and two testing wells were installed in 2009. These wells were tested in 2010, 2011 & 2012; however no definitive results have been detected. These wells will continue to be monitored in 2013 to see if there has been any reduction of Chlorinated Hydrocarbons due to the introduction of electron donors.

It is hoped that this low cost pilot test will enhance the natural bioremediation occurring in this area and bring these constituents into compliance with the groundwater MCLs.

#### Revise Corrective Action Plan (CAP)

Based on the EMNA results submitted in August 2012, EPD is requiring the County to provide an updated Corrective Action Plan (CAP). RMA will update the existing CAP following the initial testing and monitoring event in 2013.

Mr. Jerry Cooper

RE: Proposal for 2013 Professional Services Contract for the Blalock Road Landfill

December 6, 2012

## COMPENSATION

RMA's Lump Sum costs to conduct activities at the Site for calendar year 2013 are as follows. (Please note these fees are approx. 9% less than RMA's 2009 cost to manage the Landfill.) This also includes a new requirement from EPD to Update the Landfill's Corrective Action Plan.

<u>Required 2013 RMA Tasks</u>	<u>2013 Cost</u>
▪ Appendix I Groundwater Sampling and Reporting	\$ 40,000
▪ Appendix II Groundwater Sampling and Reporting	\$ 56,000
▪ Monthly and Quarterly Methane Monitoring	\$ 32,000
▪ Project Management/Regulatory Liaison	\$ 8,800
▪ Blalock Road Methane Mitigation Supervision	\$ 2,800
▪ Enhanced Monitored Natural Attenuation Testing	\$ 4,700
▪ Update Landfill Design & Operation Post Closure Plan	\$ 3,700
<b>2013 RMA NOT-TO-EXCEED COST</b>	<b>\$ 148,000</b>

\*\*\*\*\*Additional Recommended Budget (Not included in RMA's Contract)\*\*\*\*\*

• **Modification of Active Methane System  
to improve Active system near MP-15**

**\$ 15,000**

(This work is not included in RMA's Scope of work for 2013. This modification of the Methane System will be made only if required by EPD.)

Above is the itemized Scope of Work and Compensation covering the 2013 landfill tasks. Please incorporate this Scope and Fee into the Standard Cherokee County Contract and we will continue to manage the landfill without interruption for 2013.

We appreciate this opportunity to be of service to Cherokee County. We maintain that RMA is a highly qualified team and that our philosophy of seeking the most cost-effective solution to the continued care of the landfill and its associated compliance issues will continue to serve the County's best interest on this project for years to come.

I have enjoyed working with you this year and look forward to continuing to provide our services as Project Manager for this landfill project. If you have any questions concerning this matter, please do not hesitate to call me at (770) 427-8123.

Sincerely,

RINDT-MCDUFF ASSOCIATES, INC.

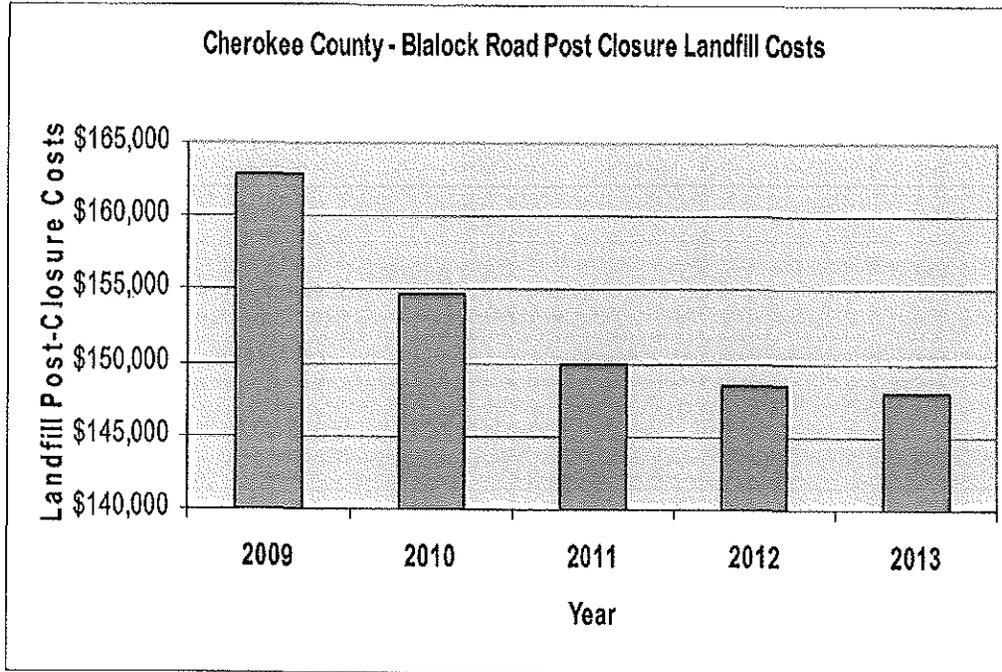


Richard J. Akin  
Principal

Mr. Jerry Cooper

**RE: Proposal for 2013 Professional Services Contract for the Blalock Road Landfill**

December 6, 2012





BILTINC-01

FRADYL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2012

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

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

<b>PRODUCER</b> Insurance Office of America - ATL 2839 Paces Ferry Road, Suite 1200 Atlanta, GA 30339	<b>CONTACT NAME:</b> Lisa Frady	
	<b>PHONE (A/C, No, Ext):</b> (678) 919-1150	<b>FAX (A/C, No):</b> (678) 919-1151
<b>E-MAIL ADDRESS:</b> Lisa.Frady@ioausa.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Indemnity Company		25658
<b>INSURER B:</b> Continental Casualty Company		20443
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
  
 Rindt-McDuff Associates, Inc.  
 334 Cherokee Street, NE  
 Marietta, GA 30060

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X		6806877L422	11/1/2012	11/1/2013	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY			BA6878L93A	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	UMBRELLA LIAB			CUP7939Y354	11/1/2012	11/1/2013	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
B	Professional			AEH113974469	7/14/2012	7/14/2013	Per Claim	2,000,000	
B	Liability			AEH113974469	7/14/2012	7/14/2013	Aggregate	2,000,000	

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

RE: Blalock Road Landfill

Cherokee County, Georgia is listed as Additional Insured with respects to the General Liability if required by written contract.

**CERTIFICATE HOLDER**

Cherokee County, Georgia  
 Attn: Jerry Cooper, County Manager  
 1130 Bluffs Parkway  
 Canton, GA 30114

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*William Hugh Holley*

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# Cherokee County, Georgia Agenda Request

SUBJECT: Hazardous Waste Trust Fund Reimbursement Application    MEETING DATE: 12/18/2012

SUBMITTED BY:    Jerry W. Cooper, County Manager

**COMMISSION ACTION REQUESTED:**

Approval of resolution and agreement with the Georgia Department of Natural Resources, Environmental Protection Division, for reimbursement in the amount of \$20,721.83 of eligible cost the county spent for Blalock Road Landfill.

**FACTS AND ISSUES:**

The county spends over \$150,000 annually in closure costs at Blalock Road Landfill, including:

- Groundwater Sampling – Appendix I & II Testing
- Monthly and Quarterly Methane Monitoring
- Project Management/Regulatory Liaison
- Methane Mitigation Supervision
- Enhanced Monitored Natural Attenuation Testing
- Updates to Landfill Design & Operation Post Closure Plan

**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:**

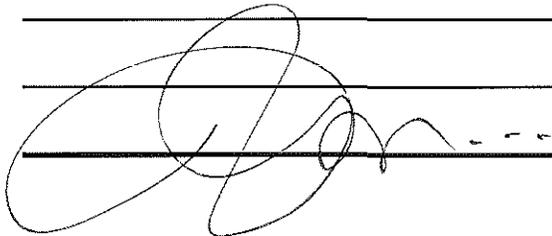
Approval of Resolution and Agreement for reimbursement of eligible costs in the amount of \$20,721.83.

**REVIEWED BY:**

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

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

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



**Georgia Department of Natural Resources**  
**Environmental Protection Division**

2 Martin Luther King Jr., Dr., Suite 1152 Atlanta, Georgia 30334  
Judson H. Turner, Director  
Land Protection Branch  
Keith M. Bentley, Branch Chief  
Phone: 404/656-7802 FAX: 404/651-9425

October 19, 2012

Jerry Cooper, County Manager  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114

RECEIVED

NOV 06 2012  
C. G. Martin  
Chairman

RE: Hazardous Waste Trust Fund Application for Reimbursement  
HSI# 10650 Cherokee County Blalock Road MSWL

Dear Mr. Cooper:

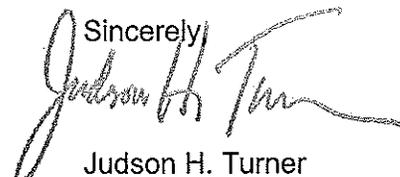
This letter is in response to your request for reimbursement from the Hazardous Waste Trust Fund for costs spent investigating and cleaning up your landfill. Our review shows that you have \$20,721.83 in eligible costs.

In order for you to receive this funding, please return the following items to EPD no later than November 19, 2012:

- One signed and certified copy of a resolution, authorizing the County Manager to execute the contract. You may use the attached model resolution or draft one of your own; and
- Three signed and attested originals of the contract, "Agreement Governing Expenditures for State & Local Government Costs", including its attachments.

Once EPD receives both items back in proper form, we will execute the contract, and return an original copy to you.

If you have any questions regarding the enclosed documents, please contact Ms. Jacqueline Keith at (404) 657-8600.

Sincerely,  
  
Judson H. Turner  
Director

Enclosures: 3 Contract Originals  
1 Model Resolution

**RESOLUTION**

**Authorization to Execute Agreement Governing Expenditures for State & Local Government Costs**

WHEREAS, Cherokee County Board of Commissioners, Georgia has submitted an application to the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") in order to receive funds from the Hazardous Waste Trust Fund; and

WHEREAS, EPD has submitted an Agreement Governing Expenditures for State & Local Government Costs to the Cherokee County Board of Commissioners for execution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the proposed Agreement is hereby approved and the Chairman is hereby authorized to execute, on behalf of Cherokee County Board of Commissioners, the referenced Agreement and any other related documents necessary to obtain the funding as provided therein; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to take any and all other action, without further approval or action of this Board, which may be necessary or appropriate in order to fully consummate and carry out the intent of the Agreement.

This \_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Commissioner

FEDERAL ID# \_\_\_\_\_

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**CERTIFICATION**

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Cherokee County Board of Commissioners on the date so stated in said Resolution.

I further certify that I am the \_\_\_\_\_ and that said Resolution has been  
(Title)  
duly entered in the official records of the Cherokee County Board of Commissioners and remains in full force and effect this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

# AGREEMENT GOVERNING EXPENDITURES FOR STATE & LOCAL GOVERNMENT COSTS

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD"), and Cherokee County Board of Commissioners, Georgia, by and through its Board, pursuant to Resolution passed \_\_\_\_\_, 20\_\_ (hereinafter, "APPLICANT").

## I. RECITALS

WHEREAS, the Hazardous Waste Trust Fund ("HWTF") has been continued in existence by law for the fulfillment of certain environmental purposes and declared public policy for the State of Georgia (O.C.G.A. Section 12-8-90 et seq.); and

WHEREAS, the Director of EPD is authorized and directed by law to serve as Trustee of the HWTF; and

WHEREAS, the Director of EPD, in his capacity as Trustee of the HWTF, is authorized by law to expend moneys deposited in the HWTF, in accordance with rules promulgated by the Board of Natural Resources, for financing of the state and local share of the costs associated with the investigation, remediation, and postclosure care and maintenance of sites placed on the National Priority List pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or sites placed on the Hazardous Site Inventory pursuant to O.C.G.A. Section 12-8-97; and

WHEREAS, APPLICANT is a "local government" as defined in the Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD Rules"), Rule number 391-3-19-.09; and

WHEREAS, APPLICANT has, in accordance with EPD Rule 391-3-19-.09(2)(f), submitted an application for financial assistance in the form of reimbursement of "eligible costs" [as described in EPD Rule 391-3-19-.09(4)(a)] heretofore expended in connection with that certain site more particularly described in Exhibit "A", attached hereto and incorporated herein and made a part hereof (hereinafter, "the SITE"); and

WHEREAS, APPLICANT is in compliance with the Georgia Local Government Services Delivery statutes; and

WHEREAS, APPLICANT has met all financial assistance eligibility requirements as set forth in EPD Rule 391-3-19-.09(2); and

WHEREAS, EPD has completed its review of APPLICANT'S application for financial assistance as above-referenced; and,

WHEREAS, EPD is ready and willing to extend financial assistance to APPLICANT in the form of reimbursement to cover certain eligible costs, and APPLICANT is willing to accept same, upon the terms and conditions set forth in Part II below; and

WHEREAS, the parties hereto are authorized by law to enter into this agreement at this time;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration set forth below (the receipt and sufficiency of which is acknowledged by the respective parties), the parties hereby agree as follows:

## II. TERMS AND CONDITIONS

### A. SCOPE OF FINANCIAL ASSISTANCE

EPD hereby agrees APPLICANT is eligible to receive reimbursement from the Hazardous Waste Trust Fund, pursuant to O.C.G.A. 12-8-95 and EPD Rule 391-3-19-.09. The maximum amount APPLICANT may receive from the HWTF for "eligible costs" expended for the SITE, pursuant to this or any other Agreement, or combination of agreements, is \$2,000,000. APPLICANT'S eligibility for future funding from the Hazardous Waste Trust Fund for the SITE shall be reduced by the amount of funds actually disbursed to APPLICANT pursuant to this Agreement.

#### (1) "Reimbursed Costs"

(a) EPD hereby agrees to reimburse APPLICANT for those "eligible costs" heretofore expended by APPLICANT, as set forth and described in Exhibit "B" attached hereto (and incorporated herein and made a part hereof); for a total sum of **20,721.83** (said total sum hereinafter being referred to as the "REIMBURSED COSTS").

(b) Payment of the REIMBURSED COSTS to APPLICANT shall be made as funds are made available.

(2) The REIMBURSED COSTS actually paid to APPLICANT shall hereinafter be referred to as "the FINANCIAL ASSISTANCE".

## **B. PAYMENT**

The following person(s) are hereby designated as being authorized to receive payments of FINANCIAL ASSISTANCE on behalf of APPLICANT:

NAME: Jerry Cooper TITLE: County Manager

ADDRESS: Cherokee County  
1130 Bluffs Parkway  
Canton, GA 30114

TELEPHONE#: (678) 493-6000

The above person(s) may be substituted or changed by APPLICANT upon written notice to EPD pursuant to paragraph below.

## **C. TERM**

Unless earlier terminated by EPD pursuant to Paragraph J below, the initial term of this Agreement shall be for two (2) years from the date of execution.

## **D. ACCOUNTING RECORDS/RIGHT TO INSPECT**

### **(1) Accounting System/Records Retention Requirements**

APPLICANT shall maintain an accounting system, which meets the requirements of the Government Accounting Standards Board (hereinafter "GASB"). The accounting system shall maintain books, records, documents, and other evidence, which pertain to and sufficiently support (in accordance with GASB) the FINANCIAL ASSISTANCE provided to APPLICANT pursuant to this Agreement (hereinafter collectively, the Records). Accounting procedures, policies, and the Records shall be completely open to State audit at any time during and for a period of five (5) years from the date of payment of any respective item of FINANCIAL ASSISTANCE, and APPLICANT shall preserve and make available such accounting procedures, policies and the Records during such time period. APPLICANT may, with the prior written consent of EPD, and in fulfillment of its obligation to retain the Records as required by this paragraph, substitute photographs, microphotographs or other authentic reproductions of the Records, after the expiration of two (2) years following the date of payment of the respective item of FINANCIAL ASSISTANCE to which such Records relate, unless a shorter period is authorized by EPD with the concurrence of the State Auditor or his duly authorized representative. Permission to substitute the Records as provided herein shall be within the sole discretion of EPD.

### **(2) Audit Requirements**

The State standards for audits of contractors, and programs conducted under this Agreement are applicable to this section and are incorporated by reference as though fully set out herein.

## **E. RIGHT TO INSPECT WORK**

EPD, the State Auditor of Georgia, or their authorized representatives shall, during normal business hours, have the right to enter into the premises of APPLICANT and/or all subcontractors, or such other places where the work for which the FINANCIAL ASSISTANCE is provided herein has been performed, for the purpose of inspecting, monitoring, or otherwise evaluating such work. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

## **F. DUTY TO COMMUNICATE**

APPLICANT warrants that it has fully disclosed to EPD any and all information or knowledge currently within its possession or control relating to the sources of, and potentially responsible parties for the release of "regulated substances" [as those terms are defined in EPD Rule 319-3-19-.02(2)] at the SITE. APPLICANT agrees that in the event any such additional information or knowledge comes to its attention, or otherwise becomes available to it in the future, it will promptly provide same to EPD in writing.

## **G. RELATIONSHIP OF THE PARTIES**

Neither APPLICANT nor any of its agents, servants, employees or subcontractors shall become or be deemed to become an agent, servant or employee of the State of Georgia or EPD as a result of this Agreement. Provided further, this Agreement shall not be construed so as to create a partnership or joint venture between APPLICANT and EPD or the State of Georgia.

## **H. TRADING WITH STATE EMPLOYEES**

The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. 45-10-20 et seq. in any respect.

## **I. INDEMNIFICATION**

APPLICANT hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund and any other self-insurance fund established and/or maintained by the Georgia Department of Administrative Services on behalf of the State), EPD and its Director, their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character, and invasion of privacy) and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission (whether intentional or negligent, through theft or otherwise) on the part of APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or due to any breach of this Agreement by APPLICANT; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or caused by any other person.

This indemnification applies whether: (i) the activities involve third parties or employees or agents of APPLICANT or Indemnitees; (ii) the Indemnitees are responsible for the situation giving rise to the claim; or (iii) a claim results in a monetary obligation that exceeds any contractual commitment.

This indemnification extends to the successors and assigns of APPLICANT, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of APPLICANT.

This indemnification does not apply to the extent of the willful or wanton misconduct of the Indemnitees, their officers or employees. This indemnification does not apply to the extent of the sole negligence of the Indemnitees, their officers or employees, concerning activities within the scope of O.C.G.A. 13-8-2 (b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance fund established and maintained by the Georgia Department of Administrative Services on behalf of the State (collectively, the "Funds"), APPLICANT agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, APPLICANT and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Fund and insurers participating there under, to the full extent of this indemnification.

APPLICANT shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitee.

## **J. TERMINATION**

This Agreement may terminate or may be terminated by EPD for any or all of the following reasons: for any default by APPLICANT; for the convenience of EPD; in the event of the insolvency of or declaration of bankruptcy by APPLICANT; and in the event sufficient funds no longer exist for the payment of EPD's obligations hereunder. Each of these is described in the following paragraphs.

### **(a) Termination for Default**

The failure of APPLICANT to comply with any term, condition, or provision of this Agreement shall, at the option of EPD, constitute a default by APPLICANT. In the event of default, EPD shall notify APPLICANT in writing by hand-delivery or by certified or registered mail, return receipt requested, of the specific act or omission of APPLICANT which constitutes default. APPLICANT shall have fifteen (15) days from the date of receipt of such notification to cure such default; provided, however, if, in the sole discretion of EPD, APPLICANT'S default poses an imminent danger to the safety and health of the general public, EPD may require in the written notification that APPLICANT cure the default within a time period less than fifteen (15) days. In the event of default, and during the above specified grace period, performance under the Agreement shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) days (or within such other time period as required by EPD in the written notification of default to APPLICANT), EPD may, at its sole option, terminate the Agreement for default. Such termination shall be accomplished by written notice of termination forwarded to

APPLICANT by certified or registered mail and shall be effective at the close of business on the date specified in the notice. Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD), and shall immediately return to EPD all FINANCIAL ASSISTANCE previously paid to APPLICANT. Provided, however, if it is determined, after notice of termination for default, that APPLICANT'S failure was due to causes beyond the control of and without error or negligence of APPLICANT, the termination shall be deemed a termination for convenience under Paragraph (b) below. The remedies provided EPD herein shall be in addition to and not in lieu of any other remedies that EPD may have by reason of APPLICANT'S breach of this Agreement.

**(b) Termination for Convenience**

EPD may terminate this Agreement in whole or in part whenever, for any reason, EPD determines that such termination is in the best interest of the State of Georgia. In the event that EPD elects to terminate the Agreement pursuant to this provision, it shall so notify APPLICANT by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

**(c) Termination for Bankruptcy or Insolvency**

In the event that APPLICANT shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, EPD may at its option, terminate this Agreement. In the event EPD elects to terminate the Agreement under this provision it shall do so by sending notice of termination to APPLICANT by registered or certified mail, return receipt requested. The effective date of termination shall be deemed to be the date such notice is mailed to APPLICANT, unless otherwise specified. Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD).

**(d) Termination for Unavailability of Funds**

Notwithstanding any other provision of this Agreement, the parties hereto agree that the charges hereunder are payable by EPD from the Hazardous Waste Trust Fund. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the matters addressed herein, in the sole discretion EPD and of the State, then this Agreement as to all such matters or, as the case may be, as to any of the matters addressed under this Contract, shall terminate without further obligation of EPD and the State as of that moment. The certification of EPD and the State of the events stated above shall be conclusive. Should funding cease or otherwise become unavailable, this Agreement will immediately become null and void. Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD)

**K. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Georgia.

**L. FORCE MAJEURE**

The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war or public enemy.

**M. NOTICES**

All notices under this Agreement shall be deemed duly given: Upon delivery, if delivered by hand (against receipt); or three days after posting, if sent by Registered or Certified Mail, Return Receipt Requested; to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto.

APPLICANT: Jerry Cooper, County Manager  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114

EPD: Ms. Jackie Keith  
Response and Remediation Program  
2 Martin Luther King Jr., SE  
Floyd Tower East, Suite 1462  
Atlanta, Georgia 30334

**N. WAIVER**

The waiver by EPD of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

**O. AUTHORITY**

APPLICANT warrants that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of APPLICANT has been properly authorized and empowered to enter into this Agreement. APPLICANT further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

**P. SEVERABILITY**

If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken here from.

**Q. HEADINGS**

The paragraph headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**R. AMENDMENTS IN WRITING**

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

**S. ASSIGNMENT**

APPLICANT shall not assign its right to receive FINANCIAL ASSISTANCE, or any obligations required of it pursuant to this Agreement without the express written consent of EPD.

**T. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

**U. IMMIGRATION REFORM AND CONTROL ACT**

Each party hereby certifies that it has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for all new employees and executing any affidavits required by Ga. Comp. R & Regs. r. 300-10-1-.01 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GEORGIA DEPARTMENT OF NATURAL RESOURCES,  
ENVIRONMENTAL PROTECTION DIVISION ("EPD")

By:

\_\_\_\_\_  
Judson H. Turner, Director

Cherokee County Board of Commissioners, GEORGIA ("APPLICANT")

By

\_\_\_\_\_  
Jerry Cooper, County Manager

ATTEST:

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

Cherokee County, Georgia  
Agenda Request

2.9

SUBJECT: Public Safety Software Contract - Tiburon

MEETING DATE: 12/18/2012

SUBMITTED BY: Chris Collett, Chief Marshal

---

COMMISSION ACTION REQUESTED:

Consider approving public safety software contract with Tiburon.

---

FACTS AND ISSUES:

In 2011 a cross-functional committee was formed to determine if the current public safety software (Tiburon) was meeting our business requirements, or if the county should consider other software tools/suppliers.

The committee was comprised of: Chris Collett (Committee Chairperson), Bert Love (Sheriff Office), Priscilla Bridges (E911), Joe Woycke (GIS), Greg Dodgen (Procurement), Tim Prather (Fire) and Angelo Sanders & Brenda Flowers (IT).

After reviewing functionality requirements and visiting other counties to evaluate their public safety software, the committee agreed the current software was the most cost-effective solution - providing Tiburon management would agree to renegotiate terms of the contract, complete a series of upgrades, provide training on new functionality, and commit to on-going support. The estimated cost to change companies is \$1.2 million +/-.

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BUDGET:

Budgeted Amount Capital: \$1,500,000

Account Name: SPLOST 2012 E911

Account #: 33802000-542200-67600

Budgeted Amount Operating: \$170,000  
(E911 - \$85,000 | General Fund - \$85,000)

Account Name: Non Asset Computer Equipment

Account #: E911 Fund: 23800000-531660  
General Fund 1153500-531660-C1000

Amount Encumbered: \$225,130 (previously approved Motorola Replacement E911 Phone System)

Amount Spent to Date: \$0

Amount Requested Capital: \$350,000

Amount Requested Operating: \$110,000 (annual maintenance for 7 years)

Remaining Budget Capital: \$924,870

Remaining Budget Operating: \$60,000

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

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ADMINISTRATIVE RECOMMENDATION:

Approval

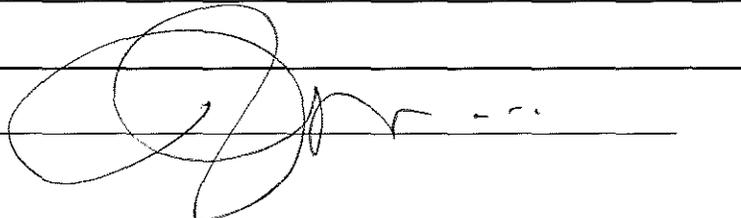
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REVIEWED BY:

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

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

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



## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is effective as of this 19th day of December 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 **TIBURON, INC.**, a Virginia corporation, ("Consultant"), collectively referred to as the "Parties."

### **WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services to upgrade licensed products and services for Consultant's named applications; 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. The Work**

- i) The Work to be completed under this Agreement (the "Work") consists of the services to be performed as set forth in the attached Statement of Work, which is incorporated herein as Exhibit D. Additionally, upon County's acceptance of this Agreement, for those applications specifically named in the SOW, County's existing Consultant Application licenses will be converted to subscription licenses subject to the terms and conditions of the attached Subscription License Agreement, which is incorporated herein as Exhibit E. The Subscription License Agreement shall replace and supersede the existing software license agreement between Consultant and County for the applications named in the SOW. Consultant shall also provide County maintenance and support services as identified in the attached Maintenance and Support Guidelines, which are

incorporated herein by this reference as Exhibit F.

- ii) Consultant and County wish to work together to manage costs and continuously implement enhancements, upgrades, and new technologies to improve speed and functionality while allowing for the maximum flexibility of software and hardware agnostic solutions. Consultant agrees to provide County with information relating to getting involved with and influencing Consultant's Steering Committees.

**B. 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 continue in effect for four (4) years thereafter ("Initial Term"). Following the Initial Term this Agreement shall automatically renew for another four (4) year period, unless either party gives the other one hundred twenty (120) days prior written notice prior to the end of the Initial Term. The actual schedule events, as delineated in the Statement of Work, Exhibit D hereto shall be mutually agreed to and organized into a project schedule at project a kick-off meeting which shall be scheduled to occur before the end of March 2013. The schedule for completion shall not exceed twelve months from the initiation of the project kick-off meeting. 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 of each calendar year, provided 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, however title to Consultant's software shall always remain vested with Consultant, County has a license to use the software only. The parties contemplate that this Agreement shall remain in effect for at least four (4) years. In the event the County terminates the Agreement pursuant to this provision, Client's right to use the subscription licenses shall immediately terminate.

**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.

**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. The fee for the Work to be provided hereunder is \$350,000 due at the time of execution of this Agreement by both parties, and \$110,000 annually thereafter for the initial term and renewal term if executed. The annual fees shall be due on or before the anniversary date of the execution date of this Agreement, or 20 December, whichever occurs first. A late penalty of one and one-half percent (1.5%) per month shall be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the Initial Term. County hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the contract price to satisfy its payment obligations hereunder.

B. Exhibit G, attached hereto and incorporated herein by reference, specifies certain Service Level Agreements required for acceptable performance.

C. The parties have established hourly rates for 2013 that will be adjusted annually by three percent (3%). Job titles and corresponding rate are contained in Exhibit H attached hereto and incorporated herein by reference.

### **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. 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 and adequacy thereof. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's processes.

**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. Additionally, County agrees to provide appropriate staff and personnel for the work required hereunder, such staff shall be competent and knowledgeable in their respective subject matters related hereto. County acknowledges that the Consultant applications will be implemented simultaneously, as set forth in the mutually agreed upon project schedule, and therefore will assure the project will be appropriately staffed.

**E. Consultant's Representative**

Consultant shall appoint a Project Manager to be authorized to act on behalf of Consultant during the upgrade phase (as mutually agreed to by the parties) of this Agreement.

**F. Assignment of Agreement**

Neither party may assign nor transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the other party, except Consultant may assign this Agreement to a successor of all or substantially all of Consultant's business without 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 resulting to it on account of Consultant's performance 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") resulting from Consultant's willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the

Consultant or subcontractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the intentional acts, negligence or willful misconduct 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 be limited to the amount actually paid out from Consultant's insurance policy. 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. Limitation on Liability**

WITH THE EXCEPTION OF THE CONSULTANT'S OBLIGATION ABOVE TO INDEMNIFY THE COUNTY, EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY COUNTY HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSULTANT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **I. 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.

**J. 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. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Additionally, Consultant shall provide an umbrella policy of no less than \$5,000,000 (five million dollars).
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (v) 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.
- (vi) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been

given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least one (1) year after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

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

**K. 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).

**L. 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, 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.

(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, at Consultant's offices, 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, , records of personnel (excluding payroll), conditions of employment and or data relating to all matters covered by this Agreement.

**M. 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.

**N. Confidentiality**

(1) **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including County data, the Work, business and marketing plans, technology and technical information, product designs, and business processes. For oral disclosures to be protected, they must be followed up in writing to the receiving parties within twenty-one calendar days and must identify the nature of the confidential information disclosed, the date and location of the disclosure. Confidential Information (except for County data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

(2) **Confidentiality Survival.** The obligations hereunder with respect to each item of Confidential Information shall survive the termination of this Agreement.

(3) **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this

Agreement, except disclosure of Confidential Information shall not be precluded if (i) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such Confidential Information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; (ii) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose and the Disclosing Party was provided prior written notice and the opportunity to obtain an injunction against such disclosure; or (iii) the recipient of such Confidential Information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

- (4) Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind (but in no event using less than reasonable care).
- (5) Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.
- (6) The County's compliance with the Georgia Open Records Act shall not constitute a violation of these confidentiality provisions.

**O. 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.

**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**

Subject to the limited rights expressly granted hereunder, Consultant reserves all rights,

title and interest in and to the Work, including all related intellectual property rights. No rights are granted to County hereunder other than as expressly set forth herein.

## V. COVENANTS OF THE COUNTY

### A. Right of Entry

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

### B. County's Representative

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

## VI. INFORMAL DISPUTE RESOLUTION

- A. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth below.
- i. If either party (*the "Disputing Party"*) has a dispute, that party shall bring the matter to the attention of the other party at the earliest possible time via a Dispute Notice, a written statement in the form of an email, provided that the subject line shall read in all caps "DISPUTE NOTICE" and the body defines of the nature of the point(s) in dispute, in order to resolve such dispute.
  - ii. If such dispute is not resolved, or a mutually agreed to schedule which adherence to would resolve the dispute (the "Resolution Schedule") is not agreed to by the Project Manager's within ten (10) business days, the Disputing Party shall deliver to both second levels of representatives, below, a Dispute Notice.
  - iii. Receipt by the second level of representatives of a Dispute Notice shall commence a time period within which the respective representatives shall communicate with one another in good faith in order to resolve the dispute. If the respective representatives cannot resolve the dispute or develop a mutually agreed to Resolution Schedule within the given time period, the dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.
  - iv. If the third level of representative, below, are unable to resolve the dispute or develop a mutually agreed to Resolution Schedule in accordance with the escalation procedures set forth below, the parties may assert their rights under this Agreement.

<b>Escalation Timetable (<i>Business Days</i>)</b>	<b><u>Tiburon Representative</u></b>	<b><u>Client Representative</u></b>
0 to 10 <sup>th</sup>	Project Manager	Project Manager
11 <sup>th</sup> to 15 <sup>th</sup>	Operations Director	Director of E911
16 <sup>th</sup> to 20 <sup>th</sup>	Executive Officer	Chief Marshal

- B. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures set forth herein, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.
- C. Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures

## VII. TERMINATION

- A. Termination for Convenience. The County may terminate this Agreement for convenience at any time for any reason upon at least one hundred twenty (120) days advanced written notice to the other party. If County terminates this Agreement at any time during the Initial Term, County shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term. If County terminates this Agreement during the Renewal Term, County shall pay one hundred percent (100%) of the remaining fees owed for the Renewal Term. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Consultant for County's failure to satisfy the commitment set forth in this Proposal on which County's pricing is based upon.
- B. Termination for Cause. Subject to prior completion of the Informal Dispute Resolution procedures set forth herein, in the event either party materially defaults in the performance of any of its obligations hereunder, the other party may, at its option, terminate this Agreement by providing the defaulting party sixty (60) days' prior written notice of termination delivered in accordance with Section XII hereof, which notice shall identify and describe with specificity the basis for such termination, and allow the non-terminating party to either cure the default or develop a mutually agreed to Resolution Schedule. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party (as evidenced by written notice delivered by the non-defaulting party in accordance with Section XII hereof), termination shall not take place.
- C. Licenses Upon Termination. County's subscription license shall automatically convert to a perpetual license upon the occurrence of either termination for convenience or cause, as specified above. However, in the event the Agreement is terminated for convenience by

the County in the Renewal Term, the County shall pay all applicable fees prior to the transition of the license takes place. The subscription license shall not convert to a perpetual license should County terminate the Agreement for convenience during the Initial Term. Additionally, upon the completion of all eight (8 years) of the Agreement, as contemplated herein, County's subscription license shall automatically convert to a perpetual license, at such time maintenance is no longer included and a separate maintenance agreement will be required for support.

### **VIII. 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.

### **IX. 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.

### **X. 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.

### **XI. 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 State or Superior Court of Cherokee County, Georgia.

### **XII. 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.

### **XIII. 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.

### **XIV. NOTICES**

All formal 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:

Tiburon, Inc.  
Attn: Contracts  
3000 Executive Parkway, Suite 500  
San Ramon, CA 94583

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**

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

### **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.

**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]

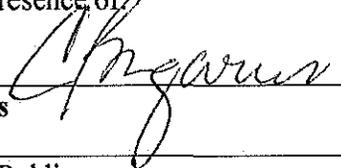
**CONSULTANT:**



By: Scott Carroll  
Its: Contracts Manager

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

  
Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

**CHEROKEE COUNTY**

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

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

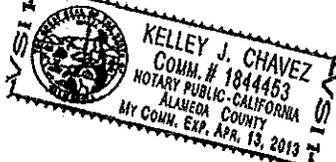
My Commission Expires:

\_\_\_\_\_

State of California  
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 14th  
day of December, 2012, by Scott Carroll

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

*Kelley J. Chavez*

**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:

237947  
Federal Work Authorization User Identification  
Number

Sept. 2010  
Date of Authorization

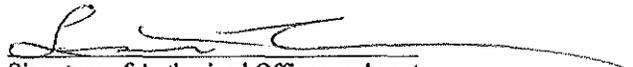
Tiburon, Inc.  
Name of Contractor

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

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

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

Executed on December, 14, 2012 in Sanflow(city),  
GA (state).

  
Signature of Authorized Officer or Agent

Scott Carroll, Contracts Manager  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2012.

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

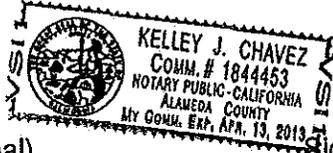
[NOTARY SEAL]

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

State of California  
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 14th  
day of December, 2012, by Scott Carroll

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature Kelley J. Chavez

**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 Tiburon, 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:

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

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

N/A  
Name of Subcontractor

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

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

\*\*\* Tiburon is not, nor anticipates, using any subcontractors for this project.

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

Executed on December 11, 2012 in San Diego (City),  
CA (state).

  
Signature of Authorized Officer or Agent

Scott Carroll, Contracts Manager  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2012.

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

[NOTARY SEAL]

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

State of California  
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 14th  
day of December, 2012, by Scott Carroll

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

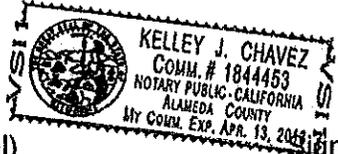
Signature Kelley J. Chavez



State of California  
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 14th  
day of December, 2012, by Scott Carroll

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

*Kelley J. Chavez*

**EXHIBIT “D”**  
**Statement of Work**

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## INTRODUCTION

This Statement of Work (SOW) defines the principle activities and responsibilities of the Client and Tiburon, Inc. (Tiburon) for the implementation of Tiburon Applications (the “Project”) defined below.

The Tiburon Applications described below will be deployed in a Microsoft Windows environment.

The Statement of Work tasks are not always completed sequentially and some tasks may be concurrent. The completion and acceptance of any task is not necessarily contingent upon completion of the preceding task. All Client data is owned and maintained by Client. It is Client’s responsibility to maintain backups of all Client data. Tiburon shall not be liable for the accuracy, completeness, corruption, or loss of any Client data.

The Tiburon Applications to be deployed in accordance with this Statement of Work include:

- CommandCAD, version 2.8 or current version
  - Includes 911 Mapping
- MobileCOM, version 2.2 or current version
  - Includes 911 Mobile Mapping
- LawRECORDS, version 7.9 or current version
  - Includes TIPS and Property Room Bar Code
- JailRECORDS, version 7.9 or current version

Development and approval of Client-specific application-related documentation will occur as follows:

- Tiburon will deliver a baseline specification document in electronic format for each Tiburon Application that will be delivered under this project prior to the development of Client-specific tailoring and configuration parameters.
- As part of the Business Practice Review (BPR) task, Tiburon and the Client will review Client-specific parameters and field tailoring, which Tiburon will document in an Application Tailoring Document (ATD). Tiburon will prepare and deliver the ATD in electronic format to the Client for review and approval.
- The baseline specification document(s) together with the approved ATD(s) will become the blueprint for configuring the Tiburon Applications for delivery under this Statement of Work.

Attachment A.1 is an Interface Deliverable List. Tiburon will deliver a Client-specific version in electronic format describing the interfaces developed during the Interface BPR and thereafter referred to as the Interface Control Document (ICD). The ICD will be used for a system integration demonstration of the Tiburon Applications.

## **PROJECT MANAGEMENT COMMITMENT**

The Client and Tiburon shall each designate a project manager to oversee the project and support the following:

### **Tiburon Responsibilities:**

- a. Maintain project communications with the Client's Project Manager.
- b. Schedule all Tiburon staff and subcontractor support to ensure project progress and completion in accordance with the project schedule.
- c. Conduct status meetings with the Client's Project Manager as required.
- d. Provide responses to Client inquiries within ten (10) business days.
- e. Prepare and submit a monthly project status report that identifies the activities of the previous month, as well as activities planned for the current month. Tiburon will deliver these reports no later than the tenth (10th) calendar day of each month.

### **Client Responsibilities:**

- a. Maintain project communications with Tiburon's Project Manager.
- b. Coordinate and facilitate all Client staff and third-party (vendors and/or agencies) support to ensure project progress and completion in accordance with the project schedule.
- c. Participate in status meetings with Tiburon's Project Manager.
- d. Provide written responses to Tiburon inquiries, task completion letters, and document submittals within ten (10) business days.
- e. Ensure Tiburon (Cisco) VPN remote access including dedicated high speed (T1 (1.544mb/s) or greater bandwidth). Access to Client servers on Client site(s) must be interactive, including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, secure shell (SSH), and application-level TCP/IP socket connectivity as determined necessary by Tiburon. Access provided to Tiburon must include local administrative control of all servers involved in the Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download files to the server(s) without third-party intervention.
- f. Ensure workspace is available at the Client's project site for Tiburon's Project Manager. This space should include desks, chairs, and electrical connections.
- g. Ensure telephones are located at each of the workspaces and adjacent to the central processor for the duration of the project. Tiburon will be responsible for all Tiburon-initiated long-distance charges while on site.

## **TASK 1      PROJECT INITIATION MEETING**

### **Task Description:**

A project initiation meeting will be scheduled on a mutually agreed to date and conducted by Tiburon at the Client's project site. The objectives of this event include:

- Client and Tiburon personnel introductions;
- Review project scope;
- Review Client and Tiburon roles and responsibilities;
- Establish a clear chain of communication and authority;
- Review the initial project schedule; and
- Review the process, agenda, and the resource and scheduling requirements for the BPR.

### **Tiburon Responsibilities:**

- a. Coordinate with the Client's Project Manager to establish a schedule, location, and agenda for the meeting.
- b. Conduct the project initiation meeting.
- c. Deliver one (1) complete set of baseline specification documents in electronic format for each Tiburon Application listed above.

### **Client Responsibilities:**

- a. Coordinate with Tiburon's Project Manager to establish a schedule, location, and agenda for the meeting.
- b. Ensure that all appropriate Client personnel attend and actively participate in the project initiation meeting.

### **Completion Criteria:**

This task is considered complete when:

- The project initiation meeting has been held; and
- Baseline specification documentation for each Tiburon Application has been delivered.

Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 2 BUSINESS PRACTICE REVIEW(S)**

### **Task Description:**

The BPR is a process of evaluating the Client's existing business practices in conjunction with Tiburon Application functionality. The Client and Tiburon will meet to review the baseline specification documentation for Tiburon Applications. The key objectives of these meetings are to promote understanding of system functionality, identify product tailoring requirements, and evaluate the integration of existing external interfaces. This process will allow the Client to identify any existing operating policies and/or procedures that may be modified to accommodate Tiburon Application functionality.

Tiburon and the Client will identify and document all tailoring for each Tiburon Application. Application tailoring includes the renaming of agency-specific data elements and the reformatting of existing data entry screens, as well as defining site-specific parameters (such as the lengths of certain fields, and field formats). Application tailoring for database products includes adding an existing or new code table behind an existing field (no processing can be included). Application tailoring does not include modifications such as to the software source code, database layouts, report output column headers or formatting, or interfaces to internal or external databases or systems. Any such modifications are considered "customization" and, unless specifically identified as "included customizations," are not included in the scope of this project.

Tiburon will summarize the information gathered during the BPR regarding Tiburon Application tailoring requirements and site specific parameters in an ATD. The ATD will define how the Tiburon Application(s) will be tailored for deployment at the Client site. Requested customization not included in the contract may be processed as a Change Order to the project, if requested by Client. Any Change Order processed will include an update to the Project Plan to add necessary development and implementation time.

As a part of the BPR, Tiburon and the Client will review and define the parameters for all system interfaces. Those interface parameters will be described in the ICD.

### **Tiburon Responsibilities:**

- a. Utilize the baseline specification documents as a guide for demonstration of Tiburon Application functionality.
- b. Utilize the ICD as a guide for discussion of interface functionality and update ICD if necessary.
- c. Document and deliver the ATD(s)
- d. Provide pertinent information, record layouts, documents, and connectivity necessary to establish interfaces with all local and remote systems, to the extent known by Consultant.

### **Client Responsibilities:**

- a. Ensure participation of Client staff with operational, policy, and procedure expertise, and decision-making authority, to analyze business practices in relation to Tiburon Application functionality.
- b. Provide pertinent information, data, record layouts, documents, and make tailoring decisions for Tiburon Applications.
- c. Review and approve records layout, documents, and connectivity necessary to establish interfaces with all local and remote systems. For new functionality, provide pertinent information, record layouts, documents, and connectivity necessary to establish interfaces with all local and remote systems, as reasonably requested by Tiburon.
- d. Review the ATD submitted by Tiburon and identify in writing any specific issues found within ten (10) business days.

**Completion Criteria:**

This task is complete when the Client has approved the ATD. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be presented for the BPR as each Tiburon Application is completed. Completion of this task is required before Tiburon will proceed with any further project work.

### **TASK 3      FINALIZE HARDWARE REQUIREMENTS**

#### **Task Description:**

Tiburon and the Client will validate the system hardware configuration list. Client will utilize the list to procure the system hardware and third-party software components. All such items shall be procured to support the project schedule.

#### **Tiburon Responsibilities:**

- a. Develop and deliver a mutually agreed upon final list of all hardware, third-party software, and third-party services required for this project.

#### **Client Responsibilities:**

- a. Upon request, provide information on existing hardware/system software components and terminal networks, as well as projected utilization statistics and other information as may be reasonably required to validate final hardware requirements.
- b. Ensure that all equipment can be physically installed in equipment room(s).
- c. Review and approve the final hardware configuration document within ten (10) business days of being present by Tiburon.

#### **Completion Criteria:**

This task is complete when the Client has approved the final hardware configuration document. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Procurement of the hardware/software is not required for task completion.

## **TASK 4 DATA FILE CONVERSION PLANNING**

### **Task Description:**

Analyze source data, generate field mapping documents, and deliver the data conversion plan. Data conversion services are included for the following applications only:

- CARS Version 2 to Datawarehouse Version 2.8 or current version
- LawRECORDS Version 7.3.1 to LawRECORDS Version 7.9 or current version
- JailRECORDS Version 7.3.1 to JailRECORDS Version 7.9 or current version

### **Tiburon Responsibilities:**

- a. Meet with the Client to review and generate the data mapping worksheets.
- b. Receive and review source data.
- c. Generate a data conversion plan and provide recommendations based upon the source data information.
- d. If needed, provide an updated project plan that properly reflects the amount of time necessary to complete the data conversion task.
- e. Map old application to the new applications.

### **Client Responsibilities:**

- a. Designate a knowledgeable person with decision-making authority to work with the Tiburon Data Conversion Team to confirm the mapped fields.
- b. Prior to the conversion process, purge unnecessary data, if any, to ensure that the database or data provided to Tiburon contains only the data that the Client intends Tiburon to convert.
- c. Provide Tiburon access to the data to be converted
- d. Review and approve the data conversion plan within ten (10) business days of being presented by Tiburon.
- e. Prepare end users for any record layout or definition changes through an appropriate Change Management Plan.

### **Completion Criteria:**

This task is complete when the data analysis has been completed, and Tiburon has delivered the data conversion plan. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. . Completion of this task is required before Tiburon will proceed with any further data conversion work. If completed after Task 5, Tiburon may process a Change Order with an updated Project Plan to reflect needed time to complete necessary data conversion tasks.

## **TASK 5      PROJECT SCHEDULE**

### **Task Description:**

Finalize the project schedule and define the priorities and inter-dependencies among tasks. Upon the Client's approval, the project schedule will supersede the initial project schedule. Following the approval of the project schedule, any changes to the cutover date must follow the change proposal process.

### **Tiburon Responsibilities:**

- a. Work with Client to finalize the project schedule.
- b. Confirm that all Tiburon tasks in the project schedule can be met.
- c. Deliver the project schedule document for the Client's review and approval.

### **Client Responsibilities:**

- a. Work with Tiburon to develop the project schedule.
- b. Confirm that all Client tasks in the project schedule can be met.
- c. Review and approve the project schedule within ten (10) business days of being presented by Tiburon.
- d. Implement a Change Management Plan that includes the agreed upon schedule.

### **Completion Criteria:**

This task is complete upon the Client's written approval of the project schedule. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Completion of this task is required before Tiburon will proceed with any further project work.

## TASK 6 GEO-DATA FOR COMMANDCAD (LVS)

### Task Description:

Tiburon will implement procedures to support the loading of Client-Supplier Geo-data in the LVS format and will perform the initial conversion and loading. Tiburon will also provide training and documentation on the conversion and loading process. The Client will be responsible for ongoing conversions and loading of updated information using the Tiburon documented procedures.

### Tiburon Responsibilities:

- a. Obtain from the Client a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the systems proposed. The minimum essential street data for each record include a StreetName field (or fields containing directional prefix, street name, street type, and directional suffix). The street centerline file must also contain, for each segment record in the street centerline file, appropriate ranges for low and high addresses, on both left and right sides, each in its own respective field (Example: From\_Left, To\_Left; From\_Right, To\_Right). All map layers must have the same geographic projection.

*Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.*

- b. Obtain from Client all polygon boundary ArcView shapefiles for each service to be dispatched plus a City Boundary Layer. Common response boundary layers are: Police and/or Fire and/or EMS, reporting districts (RDs, grids, or atoms). Each service must be contained in a separate map layer which should be drawn as accurately as possible. Each layer must contain the following information, each in its own respective field: ServiceID, Agency, Dispatch Group, Area/Name ID (RD), Response Modifier (if any), and (Community). The City Boundary Layer must contain the City Name and three-letter City Code. All map layers must have the same geographic projection.

*Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.*

- c. Use MaverickLVS to convert the collected map layers for system use.
- d. Provide the Client with documentation of the conversion/loading process.
- e. Provide the Client with information regarding the types of data exceptions that may be detected during data conversion and loading operations that require correction in the Client-provided source data.
- f. Provide training to the Client on the use of Maverick MapSetup which is used for the conversion, configuration and distribution of map layers. The Client is responsible for both initial geo-data development and ongoing data maintenance.

**Client Responsibilities:**

- a. Provide ESRI ArcView shapefile for each required layer as described in Paragraphs A and B of Tiburon Responsibilities section above. Layer content requirements are further detailed in the accompanying document titled MAVERICK LV-Map Content Requirements

*Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.*

- b. Assume responsibility for both initial geo-data development and ongoing data maintenance.
- c. Provide a Map Administrator to act as the point of contact regarding conversion and loading issues.
- d. Provide the above-specified ESRI ArcView shapefiles for import into the system via network connection, by compatible tape drive or CD-ROM media.
- e. Review the provided documentation to ensure an understanding of the data requirements and usage.
- f. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.
- g. Provide trained staff to make data additions, deletions, or corrections as necessary in support of geo-data conversion and loading for on-line operations and for continuing geo-data maintenance.
- h. Be solely responsible for the content and accuracy of the source map layers and all related data.

**Completion Criteria:**

This task is complete when the data has been successfully loaded into the system. Data errors in the Client-provided source will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. Task completion is required before Tiburon will proceed with any Code Table/ System File Training.

## **TASK 7      GEOFILE – LAWRECORDS (GCT)**

### **Task Description:**

Tiburon will implement procedures to support loading the Client-supplied geofile data in Tiburon format into Tiburon Application software system files, and will support the Client in conducting an initial geofile conversion and loading process. Tiburon will also provide documentation and a workshop on the geofile conversion and loading processes. The Client will be responsible for ongoing conversions and loading using the Tiburon-documented procedures.

### **Tiburon Responsibilities:**

- a. Obtain from the Client a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the proposed applications. The minimum essential street data for each record must include a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and city code. The street centerline file must also contain appropriate ranges for low and high addresses, on both left and right sides, for each segment record in the street centerline file. All of this data must reside in their own respective fields within the attribute table. The street centerline data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.
- b. Obtain from the Client all polygon boundary ArcView shapefiles representing police and/or fire and/or EMS reporting districts (RDs, grids, or atoms). Within each polygon boundary shapefile, all polygons representing RDs, grids, or atoms must include a polygon identifier or tag. The polygon identifiers must be unique in each respective polygon boundary shapefile. The polygon boundary data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.
- c. Use the Tiburon Geographic Data Optimization (GDO) tool to convert the data into the Tiburon format in preparation for loading into CommandCAD or LawRECORDS.
- d. Provide the Client with GDO documentation.
- e. Provide the Client with information regarding the types of data exceptions that may be detected during data conversion and loading operations that require correction in the Client-provided source data.
- f. Using the point-in-polygon (PIP) functionality of GDO, attach the appropriate reporting district (polygon tag) data to the respective street centerline segment records.
- g. Provide a training workshop to the Client on the use of GDO. The Client is responsible for both initial geofile development and ongoing geofile data maintenance.

### **Client Responsibilities:**

- a. Provide a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the Tiburon Applications. The minimum street data for each record must include a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and city code. The street centerline file must also contain appropriate ranges for low and high addresses, on both left and right street sides, for each segment record in the street centerline file. All of this data must reside in their own respective fields within the attribute table. The street

centerline data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.

- b. Provide all polygon boundary ArcView shapefiles representing police and/or fire reporting districts. Within each polygon boundary shapefile, all polygons representing Reporting Districts must include a polygon identifier or tag. The polygon identifiers must be unique in each respective polygon boundary shapefile. The polygon boundary data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.
- c. Assume responsibility for both initial geofile development and ongoing geofile data maintenance.
- d. Provide a geofile coordinator to act as the point of contact regarding geofile conversion and loading issues.
- e. Provide the above specified ESRI ArcView shapefiles for import into the GDO system via network connection, by compatible tape drive or CD-ROM media.
- f. Review the Tiburon-provided GDO documentation and other provided geofile development documents to ensure an understanding of the geofile data requirements and usage.
- g. Provide other polygon and polypoint shapefiles, and any other data files as necessary for the timely and accurate development of essential geofile data in support of the systems proposed.
- h. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.
- i. Provide trained staff to make data additions, deletions, or corrections as necessary in support of geofile conversion and loading for on line operations and for continuing geofile data maintenance.
- j. Be solely responsible for the content and accuracy of the geofile and all related data.

**Completion Criteria:**

This task is complete when the Tiburon Application database has been successfully loaded. Loading initial geofile data is sufficient for task completion; data errors in the Client-provided source data will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Task completion is required before Tiburon will proceed with any code table/system file training.

## **TASK 8      INITIAL SYSTEM INSTALLATION**

### **Task Description:**

Install system hardware and software required on servers to support software tailoring and demonstration of Tiburon Applications.

### **Tiburon Responsibilities:**

- a. Install system hardware and software required on servers to support software tailoring and demonstration of Tiburon Applications.
- b. Deliver the site plan that identifies system characteristics such as network information, system architecture information, and hardware information.
- c. Install primary database software.
- d. Provide training on the installation of the application onto workstations.

### **Client Responsibilities:**

- a. The Client will procure, inventory, and install the hardware configuration and operating systems. The equipment to be installed will be sufficient to support initial software installation, application program tailoring, initial interface development, and testing activities.
- b. Provide Tiburon with the server and third-party information necessary for the Tiburon support files.
- c. Provide a site adequate for the installation, operation, and maintenance of all computer and workstation equipment.
- d. Provide all communication lines, modems, hubs, routers, cabling, and other components necessary for system operation and maintenance that are not provided by Tiburon.
- e. Assume responsibility for modifications to furniture as required for workstation operation and maintenance.
- f. Assist with the installation and verify operation of interfaces to any Client-provided networks.
- g. Provide TCP/IP communications support for any existing networks, workstations, and printers that access Tiburon Applications.
- h. Install and test all initial test-remote workstations and communications equipment.

### **Completion Criteria:**

This task is complete when the initial system installation is completed. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 9      APPLICATION SOFTWARE TAILORING**

The Tiburon Application software will be tailored in accordance with the ATD.

### **Tiburon Responsibilities:**

- a. Tailor the Tiburon Application software in accordance with the ATD.

### **Client Responsibilities:**

- a. Respond to all questions that arise during system tailoring within ten (10) business days to avoid impacting the overall project schedule.

### **Completion Criteria:**

This task is complete when the tailored Tiburon Applications are installed. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **TASK 10      INITIAL DATA CONVERSION**

### **Task Description:**

This task involves the extract, conversion, loading, and testing of specified legacy application data into the new application database(s), based upon the approved data conversion plan.

### **Tiburon Responsibilities:**

- a. Prepare the required conversion software to accept the files from the Client's legacy system and create the necessary Tiburon Application data files.
- b. Perform the data conversion process to load the test files.
- c. Provide testing parameters and protocols to allow for certainty of accurate data conversion.

### **Client Responsibilities:**

- a. Provide access to the environment to allow Consultant to convert data (if different from the data provided in the data conversion planning task).
- b. Conduct testing on the initial conversion to review functionality and data results.
- c. Review data conversion results, document any problems, and collaborate with Tiburon on a plan for corrective action within ten (10) business days.

### **Completion Criteria:**

This task is complete when Tiburon has converted the initial data. Data correction is not a requirement for completion of this task. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 11      SYSTEM INTERFACES**

### **Task Description:**

Install and test the following interfaces as defined Attachment A.1 and in the ICD(s).

### **Tiburon Responsibilities:**

- a. Test interfaces to demonstrate conformance with the ATD and the ICD(s).
- b. Resolve any discrepancies discovered during the demonstration.

### **Client Responsibilities:**

- a. Assume responsibility for any hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by Tiburon.
- b. Act as the liaison between the agencies and third-party vendors required to support the interfaces.
- c. Provide Tiburon with the physical connections for each interface, to allow Tiburon to test the functionality of each interface in an appropriate environment.
- d. If the interfaces are currently in operation, it is the Client's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing. Testing may be required more than once during the project to ensure operational readiness.

### **Completion Criteria:**

This task is complete when all interfaces have been demonstrated to function in accordance with the ICD. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where demonstration is delayed through no fault of either the Client or Tiburon, the Client shall authorize the demonstration of the interface function at a later date. **Such rescheduling of interface demonstrations shall not delay the scheduled go-live or any subsequent tasks unless County determines that core or mission critical functionality is potentially at risk.** Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Interface.

**TASK 12 CODE TABLE AND SYSTEM FILE TRAINING**

**Task Description:**

Tiburon will provide a sample set of test/training files and deliver production data tables. This training **will not be scheduled** until the geofile has been successfully completed by the Client and is loaded into the application. Tiburon will then train Client staff in the entry of agency-specific data. All training courses will be conducted Tuesday through Friday between the hours of 0800 and 1700. On scheduled training weeks, Monday’s shall be reserved for Tiburon staff travel and onsite prep.

**Tiburon Responsibilities:**

- a. Provide a sample set of test/training files and deliver production data tables.
- b. Training will be planned for session duration hours as listed below. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.
- c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.
- d. Conduct training courses as outlined below:

Administration/Support Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD System Administration Training	8	8	1
CommandCAD File and Table Maintenance Training	40	10	1
CommandCAD Browser Setup Training	8	8	1
MobileCOM Application Administration & Installation	8	6	1
ReformatDESIGNER	16	6	1
LawRECORDS System Administration	8	6	1
LawRECORDS System Code Tables / Authorizations	40	10	1
JailRECORDS System Administration	8	8	1
JailRECORDS System Code Tables / Authorizations	40	10	1

**Client Responsibilities:**

For each of the training courses described above, the Client will:

- a. Complete entry of agency-specific data (i.e., code tables and parameters).
- b. Assign personnel with basic Windows software skills to receive training. The number of course attendees shall not exceed the class sizes listed in the tables above.
- c. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.
- d. Provide one (1) set of training materials for each student; either hard copy or CD.

**Completion Criteria:**

This task is complete when Tiburon has conducted the training courses described above. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **TASK 13      WORKSTATION INSTALLATION**

### **Task Description:**

Tiburon will install the client software on a pilot set of three (3) workstations or mobiles. The workstations will be tested for connectivity and communication. The Client is then responsible for the installation of the applicable software on the remaining workstations.

### **Tiburon Responsibilities:**

- a. With the Client's assistance, install Tiburon's client software on up to three (3) computer desktop workstations or mobiles.
- b. During installation, train Client participants on the installation procedures.

### **Client Responsibilities:**

- a. Install and configure the Tiburon-provided client software on all remaining workstations.
- b. Prior to use, comply with the setting requirements for the software.
- c. Test each workstation to ensure operation by logging in, launching the application, and completing a query, entry, and modification.

### **Completion Criteria:**

This task is complete when Tiburon certifies that the three pilot workstations or mobiles have been installed with attendance of Client staff. The installation, testing, and demonstration of client software operating on more than three (3) is not required for task completion. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 14      APPLICATION SOFTWARE FUNCTIONAL DEMONSTRATION**

### **Task Description:**

Tiburon will demonstrate Tiburon Application software functionality in accordance with the ATD(s).

### **Tiburon Responsibilities:**

- a. Conduct a functional demonstration of the Tiburon Application(s) at the Client facility.

### **Client Responsibilities:**

- a. Provide workstations to support Tiburon's functional demonstration(s).
- b. Witness the functional demonstration(s).
- c. Ensure workstations running Tiburon Application(s) are located at each workspace and have access to the following:
  - Client's system
  - Print services

### **Completion Criteria:**

This task is complete when Tiburon Application software functions have been demonstrated to operate in accordance with the ATD(s). Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

**TASK 15 TIBURON APPLICATION TRAINING**

**Task Description:**

Training will be conducted at a Client facility. All training courses will be conducted Tuesday through Friday between the hours of 0800 and 1700. On scheduled training weeks, Monday’s shall be reserved for Tiburon staff travel and onsite prep. Exceptions will be made for any training sessions with a duration of 40 hours, which will be conducted Monday – Friday. Training on the Tiburon Applications will not commence until the application software functional demonstration is complete.

Application Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD Combined Dispatcher/Calltaker Training – Train the Trainer	40	10	1
CommandCAD Supervisor Training – Train the Trainer	4	10	1
CARS Data Warehouse Training	16	6	1
MobileCOM Application Training – Train the Trainer	4	10	2
LawRECORDS Training – Train the Trainer	64	10	2**
JailRECORDS Training – Train the Trainer	64	10	1

\*\*If mutually agreed, such training shall be performed over two (2) consecutive sessions.

**Tiburon Responsibilities:**

For each of the training courses described above, Tiburon will:

- a. Provide training in accordance with a mutually agreed to schedule.
- b. Training will be planned for session duration hours as listed above. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.
- c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.

**Client Responsibilities:**

For each of the training courses described above, the Client will:

- a. Assign personnel with basic Windows software skills to receive training. Number of course attendees shall not exceed the class sizes listed in the above tables.

- b. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and for the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.
- c. Provide one (1) set of training materials for each student.
- d. Provide end-user training for all remaining Client personnel in accordance with the project schedule
- e. Provide a Change Management Plan to Client personnel that outlines necessary changes and decisions for operational and functional needs related to this project.
- f. Provide needed refresher or remedial training necessary to ensure Client personnel are able to retain information received through this task.

**Completion Criteria:**

This task is complete when Tiburon has provided all of the scheduled training. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **TASK 16      SYSTEM INTEGRATION DEMONSTRATION**

### **Task Description:**

Demonstrate system interoperability between Tiburon Applications and Tiburon interfaces as listed in Attachment A.1

### **Tiburon Responsibilities:**

- c. Demonstrate system interoperability.
- d. Resolve any discrepancies discovered during the demonstration.

### **Client Responsibilities:**

- a. Conduct testing and verify system interoperability.
- b. Document any discrepancy in system interoperability discovered during the demonstration.

### **Completion Criteria:**

This task is complete when Tiburon has conducted the interoperability demonstration. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where demonstration is delayed through no fault of either the Client or Tiburon, the Client shall authorize the demonstration of the integration function at a later date. **Such rescheduling of interface demonstrations shall not delay the scheduled go-live or any subsequent tasks unless County determines that core or mission critical functionality is potentially at risk**

## **TASK 17      FINAL DATA CONVERSION**

### **Task Description:**

Final conversion of the Client's data files will be accomplished in accordance with the data conversion plan.

### **Tiburon Responsibilities:**

- a. Receive the Client's final data files and execute the conversion programs in accordance with the approved data conversion plan.
- b. Immediately following final data conversion, Tiburon will notify the Client that the Tiburon Application(s) is ready for cutover.

### **Client Responsibilities:**

- a. Correct any problems identified during the initial data conversion task.
- b. Provide Tiburon with access to the environment to allow access to the data files to be converted.
- c. Review resulting files, document any problems, and collaborate with Tiburon on a plan for corrective action.

### **Completion Criteria:**

This task is complete after Tiburon has delivered the final converted data. In case of errors, this task will be complete upon the Client's approval of a corrective action plan. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application for which data is converted.

## **TASK 18      CUTOVER**

### **Task Description:**

Tiburon will assist the Client in placing the Tiburon Application(s) in operational status and support the Client with onsite staff for up to five (5) consecutive days, maximum eight (8) hours per day, during Tiburon's normal business hours of 8 am and 5 pm.

The Client may wish to delay the cutover of specific subsystems or modules, but such delays will not prevent Tiburon from proceeding with subsequent tasks. Tiburon will support the cutover of those subsystems via remote access.

### **Tiburon Responsibilities:**

- a. Notify the Client when the Tiburon Application(s) is ready for live production status.
- b. Monitor the operation of the Tiburon Application(s) for up to the above contracted consecutive days. If the Client elects to delay cutover of specific subsystems or modules, Tiburon will support the cutover of those subsystems or modules via remote access.
- c. Assist Client staff in utilizing and supporting the system(s).

### **Client Responsibilities:**

- a. Begin operational use of the system(s)
- b. Execute the Client provided Change Management Plan.

### **Completion Criteria:**

This task is complete when the Tiburon Application(s) is placed in live production operation. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **ATTACHMENT A.1: INTERFACE DELIVERABLE LIST**

- E911 Interface
- TDD Interface
- GCIC Interface
- Netclock Interface
- Fire Station Alerting Interface
- Alpha Numeric Paging Interface
- Pro-QA Interface
- Fingerprint Interface
- Identix Interface
- Commissary Interface

**EXHIBIT "E"**  
**Subscription License Agreement**

**1. Definitions**

The following definitions apply to the terms used within this License:

**1.1. "Authorized Server"** shall mean, with respect to any Licensed Application, the server identified in the Agreement, as corresponding to such Licensed Application, or if not identified, the actual server in which the Licensed Applications are initially installed on.

**1.2. "Authorized Site"** shall mean, with respect to any Authorized Server, the address and room number identified as corresponding in the Agreement to such Authorized Server, or if not identified, the actual site in which the Authorized Server resides.

**1.3. "Derivative Works"** shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved for such Licensed.

**1.4. "Documentation"** shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Tiburon, Tiburon's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Tiburon, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

**1.5. "Enhancement"** shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application, or that is related to a given Licensed Application but offered separately by Tiburon.

**1.6. "Error"** shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning as designed.

**1.7. "License"** shall mean Licensee's rights to use the Licensed Application(s) in accordance with the terms and conditions set forth herein, which consist of Tiburon's standard licensing terms and shall supersede and apply regardless of any additional, conflicting or contradicting terms and conditions contained in Licensee's purchase order.

**1.8. "Licensed Application"** shall mean each of the Tiburon developed software applications set forth in the Statement of Work and furnished to the Licensee, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

**1.9. “Licensee”** shall mean the County

**1.10. “Maintenance Modifications”** shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the Licensed Application.

**1.11. “Object Code”** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

**1.12. “Source Code”** shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

**1.13. “Sublicensed Applications”** shall mean the software application specified in the Statement of Work developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System. In addition to the terms and conditions contained herein, Licensee’s right to use the Sublicensed Applications is strictly contingent upon Licensee’s compliance with the manufacturer’s terms and conditions. Solely in regards to Sublicensed Applications, in the event of any conflict or discrepancy between this License and the manufacturer’s terms and conditions, the manufacturer’s terms and conditions shall control.

**1.14. “System”** shall mean the Licensee’s computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

**1.15. “Tiburon”** shall mean Consultant.

## **2. Licenses and Restrictions**

**2.1. Grant of Licenses.** Subject to the conditions set forth in Section 2.2 hereof and unless otherwise set forth in the Agreement, Tiburon hereby grants to the Licensee, pursuant to the terms and conditions hereof and for the term set forth in the Agreement, a limited, nonexclusive, nontransferable license:

- (a) to use each Licensed Application, in Object Code only, on the Authorized

Server with respect thereto and at the Authorized Sites with respect thereto in the quantities licensed;

(b) to conduct internal training and testing on each Licensed Application;

(c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application;

(d) to make no more than two (2) archival copies of any Licensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices;

(e) to perform all of the above with regards to any Sublicensed Application, in accordance with and subject to the terms and conditions of the manufacturer's license agreement for such Sublicensed Application.

**2.2. Conditions to Grant of Licenses.** No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

**2.3. Restrictions on Use**

(a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Tiburon. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Tiburon's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Tiburon. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

**3. Ownership.** Except for the rights expressly granted therein pursuant to Section 2 hereof, Tiburon shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Tiburon) and the respective owners of the Sublicensed Applications shall retain all right, title and interest in and to each Sublicensed Application and all Derivative Works thereof. By this License, the Licensee hereby assigns to Tiburon any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Tiburon).

#### **4. Term and Termination**

**4.1. Effective Date.** This License shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon's receipt of written notification from the Licensee that any certification or approval of this License required by statute, ordinance, or established policy of the Licensee has been obtained.

**4.2. Term.** This License shall continue in effect until terminated as set forth in the Agreement.

**4.3. Termination.** Tiburon may terminate this License if the Licensee breaches any provision of this License, or upon conclusion of the applicable subscription period. Additionally, if Client's account is past-due (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Tiburon reserves the right to suspend the subscription provided to Licensee, until such amounts are paid in full at which time the subscription will be restored. In the event Licensee breaches any provision herein, Tiburon may terminate the license upon providing notice and a reasonable opportunity to cure the breach.

**4.4. Effect of Termination.** Upon termination of this License for breach of contract pursuant to paragraph 4.3 above, and in addition to all other available remedies, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this License, (a) the Licensee shall return to Tiburon, within ten (10) business days of such termination, all Tiburon Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to

Tiburon, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of the Licensed Applications and the Sublicensed Applications has been discontinued.

## **6. Miscellaneous**

**7.1. Relationship.** The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into Licenses of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

**7.2. No Rights in Third Parties.** This License is entered into for the sole benefit of the Tiburon and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this License shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this License to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this License.

**7.3. Entire License.** This License sets forth the final, complete and exclusive License and understanding between Tiburon and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this License and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Licensee unless specifically set forth in this License.

**EXHIBIT “F”**  
**Maintenance and Support Guidelines**

**A. Technical Support Services**

Consultant's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Customers.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Customer Quotation.

Additionally, Customer is eligible for two (2) upgrades, one (1) to be provided during the Initial Term as mutually agreed and one (1) during the Renewal Term as mutually agreed, which shall include all associated Consultant software, training and implementation at no additional cost. The services and licenses for third party products and services to provide the upgrade will be quoted at time of upgrade. The upgrades provided hereunder are for Tiburon's baseline applications and does not include Customer's custom features and functionality, if any. Throughout the performance of any upgrade, Customer must remain a current Consultant support customer.

**B. Help Desk Service**

The Help Desk service includes technical support on products purchased from Consultant including Consultant licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Customers for all P1 Consultant product issues. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues. All other issues will be handled during normal business hours.

High priority issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Consultant's Customers.

For urgent and high priority tickets (see Table A), Customers are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following numbers (please call the numbers in descending order first):

877.445.2110 (toll free)  
925.621.2720 (direct)  
510.579.4609 (backup cell #1)  
510.579.17147 (backup cell #2)

For routine and lower priority tickets (see Table A), Customers are encouraged to send an email to [support@tiburoninc.com](mailto:support@tiburoninc.com) which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Consultant has received the Customer’s email. A Help Desk representative will contact the Customer with a ticket # and status within the timeframes defined in the SLA (see below for details).

**C. Help Desk Call Taking Process**

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only ‘closed’ by Consultant upon positive confirmation from the Customer.

**D. Table A: Ticket Priorities and the Service Level Agreement (SLA)**

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

<b>PRIORITY</b>	<b>PRIORITY DEFINITION</b>	<b>SLA FOR CALL BACK BY TECHNICAL SPECIALIST WITHIN</b>
<b>(1) URGENT</b>	<u>Severe Operational Impact:</u> The system is not operational or the Customer’s operation is severely impaired.	<b>30 MINUTES</b>
<b>(2) HIGH PRIORITY</b>	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer’s normal operation but essential services are still supported.	<b>24 HOURS</b>
<b>(3) LOW</b>	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	<b>AS AGREED WEEKLY</b>
<b>(4) INQUIRY</b>	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	<b>AS AGREED WEEKLY</b>

## **E. Product Specialist and Training Services**

Customer may contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

## **F. Customer Responsibilities**

(a) **Technical Service Tickets** The Customer shall provide all information requested by Consultant necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.

(b) **Remote Access** The Customer will facilitate high speed 512Kbps or greater remote VPN access for Consultant to access the servers and workstations at the Customer Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Consultant. Consultant personnel will require local administrative control of all servers and workstations involved in Consultant implementation. In addition, Consultant requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Consultant technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Consultant's request to halt any System functionality shall require the Customer's appropriate management approval. Consultant shall not perform any service-affecting activity without informing the Customer's appropriate management in advance and receiving proper authorization.

Consultant recognizes the need for security of remote access facilities. Consultant shall work within the Customer's security guidelines whenever possible. If the Customer's remote access facility is dysfunctional, Consultant shall not be held liable for response times.

Consultant shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Consultant shall use the data connection solely in connection with the provision of its services hereunder. The Customer may be required to run tests deemed necessary by Consultant following each remote access as requested by Consultant.

(c) **Access** The Customer shall provide Consultant's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Customer shall ensure that maintenance and back-up activities relating to the Consultant proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records pursuant to the County's retention policy and Federal and State laws and running reports and assisting in the performing diagnostics, are timely carried out.

- (e) **Data Input** The Customer shall enter, update and maintain the input data as required for satisfactory operation of the Consultant proprietary software, and be responsible for the accuracy of all Customer-provided data.
- (f) **Third-Party Product Support** Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Consultant, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Consultant to request support services there under on the Customer's behalf.
- (g) **System Security** The Customer shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.
- (h) **System Change, Alteration, or Modification** The Customer shall ensure that, with respect to the Consultant proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Customer shall ensure that each authorized site conforms in all respects to the site specifications as required by Consultant. The Customer shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Consultant; provided, however, that said consent is not intended to constitute in any manner Consultant's approval, certification, endorsement, or warranty of the System configuration or System performance.
- (i) **Database Administration Change Authorization** Customer shall maintain a system to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Consultant's Technical Support Services department. Database administration shall be in compliance with Consultant provided guidelines. Consultant cannot assist Customer personnel other than those on the most current authorization list.
- (j) **Authorized Customer Representative** The Customer shall designate, in a written notice a single individual to act as the Customer's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Customer's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Customer's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Consultant's services under these Maintenance and Support Guidelines. The Customer may change the individual designated hereunder by providing Consultant advance written notice designating the new individual authorized to act as the Customer Representative.
- (k) **Technical Support Coordinators** The Customer shall designate, in a written notice one or more individuals to act as the Customer's technical support coordinator (a "Technical Support Coordinator"). The Customer shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Consultant proprietary software and System training and shall otherwise be familiar with the Consultant proprietary software and the System. The Customer shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle

operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Consultant to aid Consultant in performing its services hereunder. The Customer may change any individual designated hereunder by providing Consultant with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Customer shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Consultant proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Consultant proprietary software applications, the Customer shall provide Consultant a listing of command input, resulting output and any other data, including databases and back-up systems, that Consultant may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

#### **G. Exclusions to Technical Support Services**

The following services are outside the scope of the Technical Support Services provided by Consultant and may result in additional charges, on a time and material basis:

(a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;

(b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;

(c) Repair of problems caused by the use of the System for purposes other than for which it is designed;

(d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Consultant's prior approval;

(e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Consultant shall not be obligated to repair or replace any component of the System which has not been installed by Consultant or a Consultant authorized technician;

(f) Removal, relocation and/or reinstallation of the System or any component thereof;

- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Consultant and explicitly covered by a Consultant warranty or maintenance program.

Exhibit “G”  
 State of Georgia  
 County of Cherokee  
**Service Level Agreements**

Problem Severity Levels—the following table defines the Consultant’s applications maintenance services severity levels and contains call back expectations. Priority levels of individual service requests are not to be changed without written agreement between the parties,

**Table 1.1 Applications Maintenance Service Level Severity Levels Defined**

<b>PRIORITY</b>	<b>PRIORITY DEFINITION</b>	<b>SLA FOR CALL BACK BY TECHNICAL SPECIALIST WITHIN</b>
<b>(1) URGENT</b>	<u>Severe Operational Impact:</u> The system is not operational or the Customer’s operation is severely impaired.	<b>30 MINUTES</b>
<b>(2) HIGH PRIORITY</b>	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer’s normal operation but essential services are still supported.	<b>24 HOURS</b>
<b>(3) LOW</b>	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	<b>TO BE HANDLED AND PRIORITIZED DURING WEEKLY CLIENT LIAISON CALL</b>
<b>(4) INQUIRY</b>	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	<b>TO BE HANDLED AND PRIORITIZED DURING WEEKLY CLIENT LIAISON CALL</b>
<b>End of Table</b>		

H. \*\* Tiburon will assign a Client Liaison who will be responsible for on-going Client interactions. This position will serve in a client advocacy role including management and oversight of client TSR prioritization and resolution. The Client Liaison will work with Tiburon’s TASC staff to conduct the necessary data research and validation required to resolve Client reported issues. The process will include verification of TSR data for completeness and accuracy, prioritizing cases to ensure that schedules are set based upon client needs, and follow-up with assigned Tiburon and Client resources, including key Client contacts, to ensure resolution. Tiburon agrees to schedule weekly calls between the County and Client Liaison for the purposes described above. Throughout the term of this Agreement, the material responsibilities set forth above will be carried out.

**Exhibit H**  
**2013 Labor Rates**

<b><u>Title</u></b>	<b><u>Hourly Billing Rate</u></b>
<b>Project Manager</b>	<b>\$150.00**</b>
<b>Engineer</b>	<b>\$130.00**</b>
<b>Trainer</b>	<b>\$100.00**</b>

\*\* The hourly rates above are subject to an annual increase of three percent (3%).

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is effective as of this 19th day of December 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 **TIBURON, INC.**, a Virginia corporation, (“Consultant”), collectively referred to as the “Parties.”

### **WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services to upgrade licensed products and services for Consultant’s named applications; 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. The Work**

- i) The Work to be completed under this Agreement (the “Work”) consists of the services to be performed as set forth in the attached Statement of Work, which is incorporated herein as Exhibit D. Additionally, upon County’s acceptance of this Agreement, for those applications specifically named in the SOW, County’s existing Consultant Application licenses will be converted to subscription licenses subject to the terms and conditions of the attached Subscription License Agreement, which is incorporated herein as Exhibit E. The Subscription License Agreement shall replace and supersede the existing software license agreement between Consultant and County for the applications named in the SOW. Consultant shall also provide County maintenance and support services as identified in the attached Maintenance and Support Guidelines, which are

incorporated herein by this reference as Exhibit F.

- ii) Consultant and County wish to work together to manage costs and continuously implement enhancements, upgrades, and new technologies to improve speed and functionality while allowing for the maximum flexibility of software and hardware agnostic solutions. Consultant agrees to provide County with information relating to getting involved with and influencing Consultant's Steering Committees.

**B. 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 continue in effect for four (4) years thereafter ("Initial Term"). Following the Initial Term this Agreement shall automatically renew for another four (4) year period, unless either party gives the other one hundred twenty (120) days prior written notice prior to the end of the Initial Term. The actual schedule events, as delineated in the Statement of Work, Exhibit D hereto shall be mutually agreed to and organized into a project schedule at project a kick-off meeting which shall be scheduled to occur before the end of March 2013. The schedule for completion shall not exceed twelve months from the initiation of the project kick-off meeting. 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 of each calendar year, provided 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, however title to Consultant's software shall always remain vested with Consultant, County has a license to use the software only. The parties contemplate that this Agreement shall remain in effect for at least four (4) years. In the event the County terminates the Agreement pursuant to this provision, Client's right to use the subscription licenses shall immediately terminate.

**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.

**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. The fee for the Work to be provided hereunder is \$350,000 due at the time of execution of this Agreement by both parties, and \$110,000 annually thereafter for the initial term and renewal term if executed. The annual fees shall be due on or before the anniversary date of the execution date of this Agreement, or 20 December, whichever occurs first. A late penalty of one and one-half percent (1.5%) per month shall be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the Initial Term. County hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the contract price to satisfy its payment obligations hereunder.

B. Exhibit G, attached hereto and incorporated herein by reference, specifies certain Service Level Agreements required for acceptable performance.

C. The parties have established hourly rates for 2013 that will be adjusted annually by three percent (3%). Job titles and corresponding rate are contained in Exhibit H attached hereto and incorporated herein by reference.

### **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. 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 and adequacy thereof. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's processes.

**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. Additionally, County agrees to provide appropriate staff and personnel for the work required hereunder, such staff shall be competent and knowledgeable in their respective subject matters related hereto. County acknowledges that the Consultant applications will be implemented simultaneously, as set forth in the mutually agreed upon project schedule, and therefore will assure the project will be appropriately staffed.

**E. Consultant's Representative**

Consultant shall appoint a Project Manager to be authorized to act on behalf of Consultant during the upgrade phase (as mutually agreed to by the parties) of this Agreement.

**F. Assignment of Agreement**

Neither party may assign nor transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the other party, except Consultant may assign this Agreement to a successor of all or substantially all of Consultant's business without 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 resulting to it on account of Consultant's performance 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") resulting from Consultant's willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the

Consultant or subcontractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the intentional acts, negligence or willful misconduct 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 be limited to the amount actually paid out from Consultant's insurance policy. 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. Limitation on Liability**

WITH THE EXCEPTION OF THE CONSULTANT'S OBLIGATION ABOVE TO INDEMNIFY THE COUNTY, EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY COUNTY HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSULTANT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **I. 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.

**J. 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. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Additionally, Consultant shall provide an umbrella policy of no less than \$5,000,000 (five million dollars).
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (v) 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.
- (vi) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been

given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least one (1) year after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

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

**K. 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).

**L. 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, 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.

(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, at Consultant's offices, 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, , records of personnel (excluding payroll), conditions of employment and or data relating to all matters covered by this Agreement.

**M. 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.

**N. Confidentiality**

(1)\_ **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including County data, the Work, business and marketing plans, technology and technical information, product designs, and business processes. For oral disclosures to be protected, they must be followed up in writing to the receiving parties within twenty-one calendar days and must identify the nature of the confidential information disclosed, the date and location of the disclosure. Confidential Information (except for County data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

(2) Confidentiality Survival. The obligations hereunder with respect to each item of Confidential Information shall survive the termination of this Agreement.

(3) Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this

Agreement, except disclosure of Confidential Information shall not be precluded if (i) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such Confidential Information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; (ii) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose and the Disclosing Party was provided prior written notice and the opportunity to obtain an injunction against such disclosure; or (iii) the recipient of such Confidential Information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

- (4) Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind (but in no event using less than reasonable care).
- (5) Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.
- (6) The County's compliance with the Georgia Open Records Act shall not constitute a violation of these confidentiality provisions.

**O. 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.

**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**

Subject to the limited rights expressly granted hereunder, Consultant reserves all rights,

title and interest in and to the Work, including all related intellectual property rights. No rights are granted to County hereunder other than as expressly set forth herein.

## V. COVENANTS OF THE COUNTY

### A. Right of Entry

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

### B. County's Representative

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

## VI. INFORMAL DISPUTE RESOLUTION

- A. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth below.
- i. If either party (*the "Disputing Party"*) has a dispute, that party shall bring the matter to the attention of the other party at the earliest possible time via a Dispute Notice, a written statement in the form of an email, provided that the subject line shall read in all caps "DISPUTE NOTICE" and the body defines of the nature of the point(s) in dispute, in order to resolve such dispute.
  - ii. If such dispute is not resolved, or a mutually agreed to schedule which adherence to would resolve the dispute (the "Resolution Schedule") is not agreed to by the Project Manager's within ten (10) business days, the Disputing Party shall deliver to both second levels of representatives, below, a Dispute Notice.
  - iii. Receipt by the second level of representatives of a Dispute Notice shall commence a time period within which the respective representatives shall communicate with one another in good faith in order to resolve the dispute. If the respective representatives cannot resolve the dispute or develop a mutually agreed to Resolution Schedule within the given time period, the dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.
  - iv. If the third level of representative, below, are unable to resolve the dispute or develop a mutually agreed to Resolution Schedule in accordance with the escalation procedures set forth below, the parties may assert their rights under this Agreement.

<b>Escalation Timetable (<i>Business Days</i>)</b>	<b><u>Tiburon Representative</u></b>	<b><u>Client Representative</u></b>
0 to 10 <sup>th</sup>	Project Manager	Project Manager
11 <sup>th</sup> to 15 <sup>th</sup>	Operations Director	Director of E911
16 <sup>th</sup> to 20 <sup>th</sup>	Executive Officer	Chief Marshal

- B. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures set forth herein, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.
- C. Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures

## **VII. TERMINATION**

- A. Termination for Convenience. The County may terminate this Agreement for convenience at any time for any reason upon at least one hundred twenty (120) days advanced written notice to the other party. If County terminates this Agreement at any time during the Initial Term, County shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term. If County terminates this Agreement during the Renewal Term, County shall pay one hundred percent (100%) of the remaining fees owed for the Renewal Term. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Consultant for County's failure to satisfy the commitment set forth in this Proposal on which County's pricing is based upon.
- B. Termination for Cause. Subject to prior completion of the Informal Dispute Resolution procedures set forth herein, in the event either party materially defaults in the performance of any of its obligations hereunder, the other party may, at its option, terminate this Agreement by providing the defaulting party sixty (60) days' prior written notice of termination delivered in accordance with Section XII hereof, which notice shall identify and describe with specificity the basis for such termination, and allow the non-terminating party to either cure the default or develop a mutually agreed to Resolution Schedule. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party (as evidenced by written notice delivered by the non-defaulting party in accordance with Section XII hereof), termination shall not take place.
- C. Licenses Upon Termination. County's subscription license shall automatically convert to a perpetual license upon the occurrence of either termination for convenience or cause, as specified above. However, in the event the Agreement is terminated for convenience by

the County in the Renewal Term, the County shall pay all applicable fees prior to the transition of the license takes place. The subscription license shall not convert to a perpetual license should County terminate the Agreement for convenience during the Initial Term. Additionally, upon the completion of all eight (8 years) of the Agreement, as contemplated herein, County's subscription license shall automatically convert to a perpetual license, at such time maintenance is no longer included and a separate maintenance agreement will be required for support.

### **VIII. 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.

### **IX. 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.

### **X. 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.

### **XI. 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 State or Superior Court of Cherokee County, Georgia.

### **XII. 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.

### **XIII. 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.

### **XIV. NOTICES**

All formal 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:

Tiburon, Inc.  
Attn: Contracts  
3000 Executive Parkway, Suite 500  
San Ramon, CA 94583

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**

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

### **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.

**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:**

\_\_\_\_\_  
By: Scott Carroll  
Its: Contracts Manager

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
**Witness**

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

[NOTARY SEAL]

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

**CHEROKEE COUNTY**

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

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

**EXHIBIT "A"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "B." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

237947  
Federal Work Authorization User Identification  
Number

Sept. 2010  
Date of Authorization

Tiburon, Inc.  
Name of Contractor

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

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

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

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

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

Scott Carroll, Contracts Manager  
Printed Name and Title of Authorized Officer or  
Agent

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

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

[NOTARY SEAL]

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

**EXHIBIT "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 Tiburon, 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:

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

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

N/A  
Name of Subcontractor

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

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

\*\*\* Tiburon is not, nor anticipates, using any subcontractors for this project.

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

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

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

Scott Carroll, Contracts Manager  
Printed Name and Title of Authorized Officer or  
Agent

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

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

[NOTARY SEAL]

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

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

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

- 1)   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: California Driver's License.

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

Executed in San Ramon, California.

\_\_\_\_\_  
Signature of Applicant  
  
Scott Carroll  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

**EXHIBIT “D”**  
**Statement of Work**

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## INTRODUCTION

This Statement of Work (SOW) defines the principle activities and responsibilities of the Client and Tiburon, Inc. (Tiburon) for the implementation of Tiburon Applications (the “Project”) defined below.

The Tiburon Applications described below will be deployed in a Microsoft Windows environment.

The Statement of Work tasks are not always completed sequentially and some tasks may be concurrent. The completion and acceptance of any task is not necessarily contingent upon completion of the preceding task. All Client data is owned and maintained by Client. It is Client’s responsibility to maintain backups of all Client data. Tiburon shall not be liable for the accuracy, completeness, corruption, or loss of any Client data.

The Tiburon Applications to be deployed in accordance with this Statement of Work include:

- CommandCAD, version 2.8 or current version
  - Includes 911 Mapping
- MobileCOM, version 2.2 or current version
  - Includes 911 Mobile Mapping
- LawRECORDS, version 7.9 or current version
  - Includes TIPS and Property Room Bar Code
- JailRECORDS, version 7.9 or current version

Development and approval of Client-specific application-related documentation will occur as follows:

- Tiburon will deliver a baseline specification document in electronic format for each Tiburon Application that will be delivered under this project prior to the development of Client-specific tailoring and configuration parameters.
- As part of the Business Practice Review (BPR) task, Tiburon and the Client will review Client-specific parameters and field tailoring, which Tiburon will document in an Application Tailoring Document (ATD). Tiburon will prepare and deliver the ATD in electronic format to the Client for review and approval.
- The baseline specification document(s) together with the approved ATD(s) will become the blueprint for configuring the Tiburon Applications for delivery under this Statement of Work.

Attachment A.1 is an Interface Deliverable List. Tiburon will deliver a Client-specific version in electronic format describing the interfaces developed during the Interface BPR and thereafter referred to as the Interface Control Document (ICD). The ICD will be used for a system integration demonstration of the Tiburon Applications.

## **PROJECT MANAGEMENT COMMITMENT**

The Client and Tiburon shall each designate a project manager to oversee the project and support the following:

### **Tiburon Responsibilities:**

- a. Maintain project communications with the Client's Project Manager.
- b. Schedule all Tiburon staff and subcontractor support to ensure project progress and completion in accordance with the project schedule.
- c. Conduct status meetings with the Client's Project Manager as required.
- d. Provide responses to Client inquiries within ten (10) business days.
- e. Prepare and submit a monthly project status report that identifies the activities of the previous month, as well as activities planned for the current month. Tiburon will deliver these reports no later than the tenth (10th) calendar day of each month.

### **Client Responsibilities:**

- a. Maintain project communications with Tiburon's Project Manager.
- b. Coordinate and facilitate all Client staff and third-party (vendors and/or agencies) support to ensure project progress and completion in accordance with the project schedule.
- c. Participate in status meetings with Tiburon's Project Manager.
- d. Provide written responses to Tiburon inquiries, task completion letters, and document submittals within ten (10) business days.
- e. Ensure Tiburon (Cisco) VPN remote access including dedicated high speed (T1 (1.544mb/s) or greater bandwidth). Access to Client servers on Client site(s) must be interactive, including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, secure shell (SSH), and application-level TCP/IP socket connectivity as determined necessary by Tiburon. Access provided to Tiburon must include local administrative control of all servers involved in the Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download files to the server(s) without third-party intervention.
- f. Ensure workspace is available at the Client's project site for Tiburon's Project Manager. This space should include desks, chairs, and electrical connections.
- g. Ensure telephones are located at each of the workspaces and adjacent to the central processor for the duration of the project. Tiburon will be responsible for all Tiburon-initiated long-distance charges while on site.

## **TASK 1      PROJECT INITIATION MEETING**

### **Task Description:**

A project initiation meeting will be scheduled on a mutually agreed to date and conducted by Tiburon at the Client's project site. The objectives of this event include:

- Client and Tiburon personnel introductions;
- Review project scope;
- Review Client and Tiburon roles and responsibilities;
- Establish a clear chain of communication and authority;
- Review the initial project schedule; and
- Review the process, agenda, and the resource and scheduling requirements for the BPR.

### **Tiburon Responsibilities:**

- a. Coordinate with the Client's Project Manager to establish a schedule, location, and agenda for the meeting.
- b. Conduct the project initiation meeting.
- c. Deliver one (1) complete set of baseline specification documents in electronic format for each Tiburon Application listed above.

### **Client Responsibilities:**

- a. Coordinate with Tiburon's Project Manager to establish a schedule, location, and agenda for the meeting.
- b. Ensure that all appropriate Client personnel attend and actively participate in the project initiation meeting.

### **Completion Criteria:**

This task is considered complete when:

- The project initiation meeting has been held; and
- Baseline specification documentation for each Tiburon Application has been delivered.

Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 2 BUSINESS PRACTICE REVIEW(S)**

### **Task Description:**

The BPR is a process of evaluating the Client's existing business practices in conjunction with Tiburon Application functionality. The Client and Tiburon will meet to review the baseline specification documentation for Tiburon Applications. The key objectives of these meetings are to promote understanding of system functionality, identify product tailoring requirements, and evaluate the integration of existing external interfaces. This process will allow the Client to identify any existing operating policies and/or procedures that may be modified to accommodate Tiburon Application functionality.

Tiburon and the Client will identify and document all tailoring for each Tiburon Application. Application tailoring includes the renaming of agency-specific data elements and the reformatting of existing data entry screens, as well as defining site-specific parameters (such as the lengths of certain fields, and field formats). Application tailoring for database products includes adding an existing or new code table behind an existing field (no processing can be included). Application tailoring does not include modifications such as to the software source code, database layouts, report output column headers or formatting, or interfaces to internal or external databases or systems. Any such modifications are considered "customization" and, unless specifically identified as "included customizations," are not included in the scope of this project.

Tiburon will summarize the information gathered during the BPR regarding Tiburon Application tailoring requirements and site specific parameters in an ATD. The ATD will define how the Tiburon Application(s) will be tailored for deployment at the Client site. Requested customization not included in the contract may be processed as a Change Order to the project, if requested by Client. Any Change Order processed will include an update to the Project Plan to add necessary development and implementation time.

As a part of the BPR, Tiburon and the Client will review and define the parameters for all system interfaces. Those interface parameters will be described in the ICD.

### **Tiburon Responsibilities:**

- a. Utilize the baseline specification documents as a guide for demonstration of Tiburon Application functionality.
- b. Utilize the ICD as a guide for discussion of interface functionality and update ICD if necessary.
- c. Document and deliver the ATD(s)
- d. Provide pertinent information, record layouts, documents, and connectivity necessary to establish interfaces with all local and remote systems, to the extent known by Consultant.

### **Client Responsibilities:**

- a. Ensure participation of Client staff with operational, policy, and procedure expertise, and decision-making authority, to analyze business practices in relation to Tiburon Application functionality.
- b. Provide pertinent information, data, record layouts, documents, and make tailoring decisions for Tiburon Applications.
- c. Review and approve records layout, documents, and connectivity necessary to establish interfaces with all local and remote systems. For new functionality, provide pertinent information, record layouts, documents, and connectivity necessary to establish interfaces with all local and remote systems, as reasonably requested by Tiburon.
- d. Review the ATD submitted by Tiburon and identify in writing any specific issues found within ten (10) business days.

**Completion Criteria:**

This task is complete when the Client has approved the ATD. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be presented for the BPR as each Tiburon Application is completed. Completion of this task is required before Tiburon will proceed with any further project work.

### **TASK 3      FINALIZE HARDWARE REQUIREMENTS**

#### **Task Description:**

Tiburon and the Client will validate the system hardware configuration list. Client will utilize the list to procure the system hardware and third-party software components. All such items shall be procured to support the project schedule.

#### **Tiburon Responsibilities:**

- a. Develop and deliver a mutually agreed upon final list of all hardware, third-party software, and third-party services required for this project.

#### **Client Responsibilities:**

- a. Upon request, provide information on existing hardware/system software components and terminal networks, as well as projected utilization statistics and other information as may be reasonably required to validate final hardware requirements.
- b. Ensure that all equipment can be physically installed in equipment room(s).
- c. Review and approve the final hardware configuration document within ten (10) business days of being present by Tiburon.

#### **Completion Criteria:**

This task is complete when the Client has approved the final hardware configuration document. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Procurement of the hardware/software is not required for task completion.

## **TASK 4 DATA FILE CONVERSION PLANNING**

### **Task Description:**

Analyze source data, generate field mapping documents, and deliver the data conversion plan. Data conversion services are included for the following applications only:

- CARS Version 2 to Datawarehouse Version 2.8 or current version
- LawRECORDS Version 7.3.1 to LawRECORDS Version 7.9 or current version
- JailRECORDS Version 7.3.1 to JailRECORDS Version 7.9 or current version

### **Tiburon Responsibilities:**

- a. Meet with the Client to review and generate the data mapping worksheets.
- b. Receive and review source data.
- c. Generate a data conversion plan and provide recommendations based upon the source data information.
- d. If needed, provide an updated project plan that properly reflects the amount of time necessary to complete the data conversion task.
- e. Map old application to the new applications.

### **Client Responsibilities:**

- a. Designate a knowledgeable person with decision-making authority to work with the Tiburon Data Conversion Team to confirm the mapped fields.
- b. Prior to the conversion process, purge unnecessary data, if any, to ensure that the database or data provided to Tiburon contains only the data that the Client intends Tiburon to convert.
- c. Provide Tiburon access to the data to be converted
- d. Review and approve the data conversion plan within ten (10) business days of being presented by Tiburon.
- e. Prepare end users for any record layout or definition changes through an appropriate Change Management Plan.

### **Completion Criteria:**

This task is complete when the data analysis has been completed, and Tiburon has delivered the data conversion plan. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. . Completion of this task is required before Tiburon will proceed with any further data conversion work. If completed after Task 5, Tiburon may process a Change Order with an updated Project Plan to reflect needed time to complete necessary data conversion tasks.

## **TASK 5      PROJECT SCHEDULE**

### **Task Description:**

Finalize the project schedule and define the priorities and inter-dependencies among tasks. Upon the Client's approval, the project schedule will supersede the initial project schedule. Following the approval of the project schedule, any changes to the cutover date must follow the change proposal process.

### **Tiburon Responsibilities:**

- a. Work with Client to finalize the project schedule.
- b. Confirm that all Tiburon tasks in the project schedule can be met.
- c. Deliver the project schedule document for the Client's review and approval.

### **Client Responsibilities:**

- a. Work with Tiburon to develop the project schedule.
- b. Confirm that all Client tasks in the project schedule can be met.
- c. Review and approve the project schedule within ten (10) business days of being presented by Tiburon.
- d. Implement a Change Management Plan that includes the agreed upon schedule.

### **Completion Criteria:**

This task is complete upon the Client's written approval of the project schedule. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Completion of this task is required before Tiburon will proceed with any further project work.

## TASK 6 GEO-DATA FOR COMMANDCAD (LVS)

### Task Description:

Tiburon will implement procedures to support the loading of Client-Supplier Geo-data in the LVS format and will perform the initial conversion and loading. Tiburon will also provide training and documentation on the conversion and loading process. The Client will be responsible for ongoing conversions and loading of updated information using the Tiburon documented procedures.

### Tiburon Responsibilities:

- a. Obtain from the Client a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the systems proposed. The minimum essential street data for each record include a StreetName field (or fields containing directional prefix, street name, street type, and directional suffix). The street centerline file must also contain, for each segment record in the street centerline file, appropriate ranges for low and high addresses, on both left and right sides, each in its own respective field (Example: From\_Left, To\_Left; From\_Right, To\_Right). All map layers must have the same geographic projection.

*Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.*

- b. Obtain from Client all polygon boundary ArcView shapefiles for each service to be dispatched plus a City Boundary Layer. Common response boundary layers are: Police and/or Fire and/or EMS, reporting districts (RDs, grids, or atoms). Each service must be contained in a separate map layer which should be drawn as accurately as possible. Each layer must contain the following information, each in its own respective field: ServiceID, Agency, Dispatch Group, Area/Name ID (RD), Response Modifier (if any), and (Community). The City Boundary Layer must contain the City Name and three-letter City Code. All map layers must have the same geographic projection.

*Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.*

- c. Use MaverickLVS to convert the collected map layers for system use.
- d. Provide the Client with documentation of the conversion/loading process.
- e. Provide the Client with information regarding the types of data exceptions that may be detected during data conversion and loading operations that require correction in the Client-provided source data.
- f. Provide training to the Client on the use of Maverick MapSetup which is used for the conversion, configuration and distribution of map layers. The Client is responsible for both initial geo-data development and ongoing data maintenance.

**Client Responsibilities:**

- a. Provide ESRI ArcView shapefile for each required layer as described in Paragraphs A and B of Tiburon Responsibilities section above. Layer content requirements are further detailed in the accompanying document titled MAVERICK LV-Map Content Requirements

*Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.*

- b. Assume responsibility for both initial geo-data development and ongoing data maintenance.
- c. Provide a Map Administrator to act as the point of contact regarding conversion and loading issues.
- d. Provide the above-specified ESRI ArcView shapefiles for import into the system via network connection, by compatible tape drive or CD-ROM media.
- e. Review the provided documentation to ensure an understanding of the data requirements and usage.
- f. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.
- g. Provide trained staff to make data additions, deletions, or corrections as necessary in support of geo-data conversion and loading for on-line operations and for continuing geo-data maintenance.
- h. Be solely responsible for the content and accuracy of the source map layers and all related data.

**Completion Criteria:**

This task is complete when the data has been successfully loaded into the system. Data errors in the Client-provided source will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. Task completion is required before Tiburon will proceed with any Code Table/ System File Training.

## **TASK 7      GEOFILE – LAWRECORDS (GCT)**

### **Task Description:**

Tiburon will implement procedures to support loading the Client-supplied geofile data in Tiburon format into Tiburon Application software system files, and will support the Client in conducting an initial geofile conversion and loading process. Tiburon will also provide documentation and a workshop on the geofile conversion and loading processes. The Client will be responsible for ongoing conversions and loading using the Tiburon-documented procedures.

### **Tiburon Responsibilities:**

- a. Obtain from the Client a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the proposed applications. The minimum essential street data for each record must include a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and city code. The street centerline file must also contain appropriate ranges for low and high addresses, on both left and right sides, for each segment record in the street centerline file. All of this data must reside in their own respective fields within the attribute table. The street centerline data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.
- b. Obtain from the Client all polygon boundary ArcView shapefiles representing police and/or fire and/or EMS reporting districts (RDs, grids, or atoms). Within each polygon boundary shapefile, all polygons representing RDs, grids, or atoms must include a polygon identifier or tag. The polygon identifiers must be unique in each respective polygon boundary shapefile. The polygon boundary data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.
- c. Use the Tiburon Geographic Data Optimization (GDO) tool to convert the data into the Tiburon format in preparation for loading into CommandCAD or LawRECORDS.
- d. Provide the Client with GDO documentation.
- e. Provide the Client with information regarding the types of data exceptions that may be detected during data conversion and loading operations that require correction in the Client-provided source data.
- f. Using the point-in-polygon (PIP) functionality of GDO, attach the appropriate reporting district (polygon tag) data to the respective street centerline segment records.
- g. Provide a training workshop to the Client on the use of GDO. The Client is responsible for both initial geofile development and ongoing geofile data maintenance.

### **Client Responsibilities:**

- a. Provide a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the Tiburon Applications. The minimum street data for each record must include a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and city code. The street centerline file must also contain appropriate ranges for low and high addresses, on both left and right street sides, for each segment record in the street centerline file. All of this data must reside in their own respective fields within the attribute table. The street

centerline data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.

- b. Provide all polygon boundary ArcView shapefiles representing police and/or fire reporting districts. Within each polygon boundary shapefile, all polygons representing Reporting Districts must include a polygon identifier or tag. The polygon identifiers must be unique in each respective polygon boundary shapefile. The polygon boundary data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.
- c. Assume responsibility for both initial geofile development and ongoing geofile data maintenance.
- d. Provide a geofile coordinator to act as the point of contact regarding geofile conversion and loading issues.
- e. Provide the above specified ESRI ArcView shapefiles for import into the GDO system via network connection, by compatible tape drive or CD-ROM media.
- f. Review the Tiburon-provided GDO documentation and other provided geofile development documents to ensure an understanding of the geofile data requirements and usage.
- g. Provide other polygon and polypoint shapefiles, and any other data files as necessary for the timely and accurate development of essential geofile data in support of the systems proposed.
- h. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.
- i. Provide trained staff to make data additions, deletions, or corrections as necessary in support of geofile conversion and loading for on line operations and for continuing geofile data maintenance.
- j. Be solely responsible for the content and accuracy of the geofile and all related data.

**Completion Criteria:**

This task is complete when the Tiburon Application database has been successfully loaded. Loading initial geofile data is sufficient for task completion; data errors in the Client-provided source data will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Task completion is required before Tiburon will proceed with any code table/system file training.

## **TASK 8      INITIAL SYSTEM INSTALLATION**

### **Task Description:**

Install system hardware and software required on servers to support software tailoring and demonstration of Tiburon Applications.

### **Tiburon Responsibilities:**

- a. Install system hardware and software required on servers to support software tailoring and demonstration of Tiburon Applications.
- b. Deliver the site plan that identifies system characteristics such as network information, system architecture information, and hardware information.
- c. Install primary database software.
- d. Provide training on the installation of the application onto workstations.

### **Client Responsibilities:**

- a. The Client will procure, inventory, and install the hardware configuration and operating systems. The equipment to be installed will be sufficient to support initial software installation, application program tailoring, initial interface development, and testing activities.
- b. Provide Tiburon with the server and third-party information necessary for the Tiburon support files.
- c. Provide a site adequate for the installation, operation, and maintenance of all computer and workstation equipment.
- d. Provide all communication lines, modems, hubs, routers, cabling, and other components necessary for system operation and maintenance that are not provided by Tiburon.
- e. Assume responsibility for modifications to furniture as required for workstation operation and maintenance.
- f. Assist with the installation and verify operation of interfaces to any Client-provided networks.
- g. Provide TCP/IP communications support for any existing networks, workstations, and printers that access Tiburon Applications.
- h. Install and test all initial test-remote workstations and communications equipment.

### **Completion Criteria:**

This task is complete when the initial system installation is completed. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 9      APPLICATION SOFTWARE TAILORING**

The Tiburon Application software will be tailored in accordance with the ATD.

### **Tiburon Responsibilities:**

- a. Tailor the Tiburon Application software in accordance with the ATD.

### **Client Responsibilities:**

- a. Respond to all questions that arise during system tailoring within ten (10) business days to avoid impacting the overall project schedule.

### **Completion Criteria:**

This task is complete when the tailored Tiburon Applications are installed. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **TASK 10      INITIAL DATA CONVERSION**

### **Task Description:**

This task involves the extract, conversion, loading, and testing of specified legacy application data into the new application database(s), based upon the approved data conversion plan.

### **Tiburon Responsibilities:**

- a. Prepare the required conversion software to accept the files from the Client's legacy system and create the necessary Tiburon Application data files.
- b. Perform the data conversion process to load the test files.
- c. Provide testing parameters and protocols to allow for certainty of accurate data conversion.

### **Client Responsibilities:**

- a. Provide access to the environment to allow Consultant to convert data (if different from the data provided in the data conversion planning task).
- b. Conduct testing on the initial conversion to review functionality and data results.
- c. Review data conversion results, document any problems, and collaborate with Tiburon on a plan for corrective action within ten (10) business days.

### **Completion Criteria:**

This task is complete when Tiburon has converted the initial data. Data correction is not a requirement for completion of this task. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 11      SYSTEM INTERFACES**

### **Task Description:**

Install and test the following interfaces as defined Attachment A.1 and in the ICD(s).

### **Tiburon Responsibilities:**

- a. Test interfaces to demonstrate conformance with the ATD and the ICD(s).
- b. Resolve any discrepancies discovered during the demonstration.

### **Client Responsibilities:**

- a. Assume responsibility for any hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by Tiburon.
- b. Act as the liaison between the agencies and third-party vendors required to support the interfaces.
- c. Provide Tiburon with the physical connections for each interface, to allow Tiburon to test the functionality of each interface in an appropriate environment.
- d. If the interfaces are currently in operation, it is the Client's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing. Testing may be required more than once during the project to ensure operational readiness.

### **Completion Criteria:**

This task is complete when all interfaces have been demonstrated to function in accordance with the ICD. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where demonstration is delayed through no fault of either the Client or Tiburon, the Client shall authorize the demonstration of the interface function at a later date. **Such rescheduling of interface demonstrations shall not delay the scheduled go-live or any subsequent tasks unless County determines that core or mission critical functionality is potentially at risk.** Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Interface.

**TASK 12 CODE TABLE AND SYSTEM FILE TRAINING**

**Task Description:**

Tiburon will provide a sample set of test/training files and deliver production data tables. This training **will not be scheduled** until the geofile has been successfully completed by the Client and is loaded into the application. Tiburon will then train Client staff in the entry of agency-specific data. All training courses will be conducted Tuesday through Friday between the hours of 0800 and 1700. On scheduled training weeks, Monday’s shall be reserved for Tiburon staff travel and onsite prep.

**Tiburon Responsibilities:**

- a. Provide a sample set of test/training files and deliver production data tables.
- b. Training will be planned for session duration hours as listed below. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.
- c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.
- d. Conduct training courses as outlined below:

Administration/Support Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD System Administration Training	8	8	1
CommandCAD File and Table Maintenance Training	40	10	1
CommandCAD Browser Setup Training	8	8	1
MobileCOM Application Administration & Installation	8	6	1
ReformatDESIGNER	16	6	1
LawRECORDS System Administration	8	6	1
LawRECORDS System Code Tables / Authorizations	40	10	1
JailRECORDS System Administration	8	8	1
JailRECORDS System Code Tables / Authorizations	40	10	1

**Client Responsibilities:**

For each of the training courses described above, the Client will:

- a. Complete entry of agency-specific data (i.e., code tables and parameters).
- b. Assign personnel with basic Windows software skills to receive training. The number of course attendees shall not exceed the class sizes listed in the tables above.
- c. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.
- d. Provide one (1) set of training materials for each student; either hard copy or CD.

**Completion Criteria:**

This task is complete when Tiburon has conducted the training courses described above. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **TASK 13      WORKSTATION INSTALLATION**

### **Task Description:**

Tiburon will install the client software on a pilot set of three (3) workstations or mobiles. The workstations will be tested for connectivity and communication. The Client is then responsible for the installation of the applicable software on the remaining workstations.

### **Tiburon Responsibilities:**

- a. With the Client's assistance, install Tiburon's client software on up to three (3) computer desktop workstations or mobiles.
- b. During installation, train Client participants on the installation procedures.

### **Client Responsibilities:**

- a. Install and configure the Tiburon-provided client software on all remaining workstations.
- b. Prior to use, comply with the setting requirements for the software.
- c. Test each workstation to ensure operation by logging in, launching the application, and completing a query, entry, and modification.

### **Completion Criteria:**

This task is complete when Tiburon certifies that the three pilot workstations or mobiles have been installed with attendance of Client staff. The installation, testing, and demonstration of client software operating on more than three (3) is not required for task completion. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 14      APPLICATION SOFTWARE FUNCTIONAL DEMONSTRATION**

### **Task Description:**

Tiburon will demonstrate Tiburon Application software functionality in accordance with the ATD(s).

### **Tiburon Responsibilities:**

- a. Conduct a functional demonstration of the Tiburon Application(s) at the Client facility.

### **Client Responsibilities:**

- a. Provide workstations to support Tiburon's functional demonstration(s).
- b. Witness the functional demonstration(s).
- c. Ensure workstations running Tiburon Application(s) are located at each workspace and have access to the following:
  - Client's system
  - Print services

### **Completion Criteria:**

This task is complete when Tiburon Application software functions have been demonstrated to operate in accordance with the ATD(s). Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

**TASK 15 TIBURON APPLICATION TRAINING**

**Task Description:**

Training will be conducted at a Client facility. All training courses will be conducted Tuesday through Friday between the hours of 0800 and 1700. On scheduled training weeks, Monday’s shall be reserved for Tiburon staff travel and onsite prep. Exceptions will be made for any training sessions with a duration of 40 hours, which will be conducted Monday – Friday. Training on the Tiburon Applications will not commence until the application software functional demonstration is complete.

Application Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD Combined Dispatcher/Calltaker Training – Train the Trainer	40	10	1
CommandCAD Supervisor Training – Train the Trainer	4	10	1
CARS Data Warehouse Training	16	6	1
MobileCOM Application Training – Train the Trainer	4	10	2
LawRECORDS Training – Train the Trainer	64	10	2**
JailRECORDS Training – Train the Trainer	64	10	1

\*\*If mutually agreed, such training shall be performed over two (2) consecutive sessions.

**Tiburon Responsibilities:**

For each of the training courses described above, Tiburon will:

- a. Provide training in accordance with a mutually agreed to schedule.
- b. Training will be planned for session duration hours as listed above. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.
- c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.

**Client Responsibilities:**

For each of the training courses described above, the Client will:

- a. Assign personnel with basic Windows software skills to receive training. Number of course attendees shall not exceed the class sizes listed in the above tables.

- b. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and for the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.
- c. Provide one (1) set of training materials for each student.
- d. Provide end-user training for all remaining Client personnel in accordance with the project schedule
- e. Provide a Change Management Plan to Client personnel that outlines necessary changes and decisions for operational and functional needs related to this project.
- f. Provide needed refresher or remedial training necessary to ensure Client personnel are able to retain information received through this task.

**Completion Criteria:**

This task is complete when Tiburon has provided all of the scheduled training. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **TASK 16      SYSTEM INTEGRATION DEMONSTRATION**

### **Task Description:**

Demonstrate system interoperability between Tiburon Applications and Tiburon interfaces as listed in Attachment A.1

### **Tiburon Responsibilities:**

- c. Demonstrate system interoperability.
- d. Resolve any discrepancies discovered during the demonstration.

### **Client Responsibilities:**

- a. Conduct testing and verify system interoperability.
- b. Document any discrepancy in system interoperability discovered during the demonstration.

### **Completion Criteria:**

This task is complete when Tiburon has conducted the interoperability demonstration. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where demonstration is delayed through no fault of either the Client or Tiburon, the Client shall authorize the demonstration of the integration function at a later date. **Such rescheduling of interface demonstrations shall not delay the scheduled go-live or any subsequent tasks unless County determines that core or mission critical functionality is potentially at risk**

## **TASK 17      FINAL DATA CONVERSION**

### **Task Description:**

Final conversion of the Client's data files will be accomplished in accordance with the data conversion plan.

### **Tiburon Responsibilities:**

- a. Receive the Client's final data files and execute the conversion programs in accordance with the approved data conversion plan.
- b. Immediately following final data conversion, Tiburon will notify the Client that the Tiburon Application(s) is ready for cutover.

### **Client Responsibilities:**

- a. Correct any problems identified during the initial data conversion task.
- b. Provide Tiburon with access to the environment to allow access to the data files to be converted.
- c. Review resulting files, document any problems, and collaborate with Tiburon on a plan for corrective action.

### **Completion Criteria:**

This task is complete after Tiburon has delivered the final converted data. In case of errors, this task will be complete upon the Client's approval of a corrective action plan. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application for which data is converted.

## **TASK 18      CUTOVER**

### **Task Description:**

Tiburon will assist the Client in placing the Tiburon Application(s) in operational status and support the Client with onsite staff for up to five (5) consecutive days, maximum eight (8) hours per day, during Tiburon's normal business hours of 8 am and 5 pm.

The Client may wish to delay the cutover of specific subsystems or modules, but such delays will not prevent Tiburon from proceeding with subsequent tasks. Tiburon will support the cutover of those subsystems via remote access.

### **Tiburon Responsibilities:**

- a. Notify the Client when the Tiburon Application(s) is ready for live production status.
- b. Monitor the operation of the Tiburon Application(s) for up to the above contracted consecutive days. If the Client elects to delay cutover of specific subsystems or modules, Tiburon will support the cutover of those subsystems or modules via remote access.
- c. Assist Client staff in utilizing and supporting the system(s).

### **Client Responsibilities:**

- a. Begin operational use of the system(s)
- b. Execute the Client provided Change Management Plan.

### **Completion Criteria:**

This task is complete when the Tiburon Application(s) is placed in live production operation. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **ATTACHMENT A.1: INTERFACE DELIVERABLE LIST**

- E911 Interface
- TDD Interface
- GCIC Interface
- Netclock Interface
- Fire Station Alerting Interface
- Alpha Numeric Paging Interface
- Pro-QA Interface
- Fingerprint Interface
- Identix Interface
- Commissary Interface

**EXHIBIT "E"**  
**Subscription License Agreement**

**1. Definitions**

The following definitions apply to the terms used within this License:

**1.1. "Authorized Server"** shall mean, with respect to any Licensed Application, the server identified in the Agreement, as corresponding to such Licensed Application, or if not identified, the actual server in which the Licensed Applications are initially installed on.

**1.2. "Authorized Site"** shall mean, with respect to any Authorized Server, the address and room number identified as corresponding in the Agreement to such Authorized Server, or if not identified, the actual site in which the Authorized Server resides.

**1.3. "Derivative Works"** shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved for such Licensed.

**1.4. "Documentation"** shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Tiburon, Tiburon's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Tiburon, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

**1.5. "Enhancement"** shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application, or that is related to a given Licensed Application but offered separately by Tiburon.

**1.6. "Error"** shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning as designed.

**1.7. "License"** shall mean Licensee's rights to use the Licensed Application(s) in accordance with the terms and conditions set forth herein, which consist of Tiburon's standard licensing terms and shall supersede and apply regardless of any additional, conflicting or contradicting terms and conditions contained in Licensee's purchase order.

**1.8. "Licensed Application"** shall mean each of the Tiburon developed software applications set forth in the Statement of Work and furnished to the Licensee, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

**1.9. “Licensee”** shall mean the County

**1.10. “Maintenance Modifications”** shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the Licensed Application.

**1.11. “Object Code”** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

**1.12. “Source Code”** shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

**1.13. “Sublicensed Applications”** shall mean the software application specified in the Statement of Work developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System. In addition to the terms and conditions contained herein, Licensee’s right to use the Sublicensed Applications is strictly contingent upon Licensee’s compliance with the manufacturer’s terms and conditions. Solely in regards to Sublicensed Applications, in the event of any conflict or discrepancy between this License and the manufacturer’s terms and conditions, the manufacturer’s terms and conditions shall control.

**1.14. “System”** shall mean the Licensee’s computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

**1.15. “Tiburon”** shall mean Consultant.

## **2. Licenses and Restrictions**

**2.1. Grant of Licenses.** Subject to the conditions set forth in Section 2.2 hereof and unless otherwise set forth in the Agreement, Tiburon hereby grants to the Licensee, pursuant to the terms and conditions hereof and for the term set forth in the Agreement, a limited, nonexclusive, nontransferable license:

- (a) to use each Licensed Application, in Object Code only, on the Authorized

Server with respect thereto and at the Authorized Sites with respect thereto in the quantities licensed;

(b) to conduct internal training and testing on each Licensed Application;

(c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application;

(d) to make no more than two (2) archival copies of any Licensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices;

(e) to perform all of the above with regards to any Sublicensed Application, in accordance with and subject to the terms and conditions of the manufacturer's license agreement for such Sublicensed Application.

**2.2. Conditions to Grant of Licenses.** No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

**2.3. Restrictions on Use**

(a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Tiburon. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Tiburon's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Tiburon. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

**3. Ownership.** Except for the rights expressly granted therein pursuant to Section 2 hereof, Tiburon shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Tiburon) and the respective owners of the Sublicensed Applications shall retain all right, title and interest in and to each Sublicensed Application and all Derivative Works thereof. By this License, the Licensee hereby assigns to Tiburon any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Tiburon).

#### **4. Term and Termination**

**4.1. Effective Date.** This License shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon's receipt of written notification from the Licensee that any certification or approval of this License required by statute, ordinance, or established policy of the Licensee has been obtained.

**4.2. Term.** This License shall continue in effect until terminated as set forth in the Agreement.

**4.3. Termination.** Tiburon may terminate this License if the Licensee breaches any provision of this License, or upon conclusion of the applicable subscription period. Additionally, if Client's account is past-due (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Tiburon reserves the right to suspend the subscription provided to Licensee, until such amounts are paid in full at which time the subscription will be restored. In the event Licensee breaches any provision herein, Tiburon may terminate the license upon providing notice and a reasonable opportunity to cure the breach.

**4.4. Effect of Termination.** Upon termination of this License for breach of contract pursuant to paragraph 4.3 above, and in addition to all other available remedies, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this License, (a) the Licensee shall return to Tiburon, within ten (10) business days of such termination, all Tiburon Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to

Tiburon, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of the Licensed Applications and the Sublicensed Applications has been discontinued.

## **6. Miscellaneous**

**7.1. Relationship.** The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into Licenses of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

**7.2. No Rights in Third Parties.** This License is entered into for the sole benefit of the Tiburon and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this License shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this License to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this License.

**7.3. Entire License.** This License sets forth the final, complete and exclusive License and understanding between Tiburon and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this License and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Licensee unless specifically set forth in this License.

**EXHIBIT “F”**  
**Maintenance and Support Guidelines**

**A. Technical Support Services**

Consultant's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Customers.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Customer Quotation.

Additionally, Customer is eligible for two (2) upgrades, one (1) to be provided during the Initial Term as mutually agreed and one (1) during the Renewal Term as mutually agreed, which shall include all associated Consultant software, training and implementation at no additional cost. The services and licenses for third party products and services to provide the upgrade will be quoted at time of upgrade. The upgrades provided hereunder are for Tiburon's baseline applications and does not include Customer's custom features and functionality, if any. Throughout the performance of any upgrade, Customer must remain a current Consultant support customer.

**B. Help Desk Service**

The Help Desk service includes technical support on products purchased from Consultant including Consultant licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Customers for all P1 Consultant product issues. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues. All other issues will be handled during normal business hours.

High priority issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Consultant's Customers.

For urgent and high priority tickets (see Table A), Customers are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following numbers (please call the numbers in descending order first):

877.445.2110 (toll free)  
925.621.2720 (direct)  
510.579.4609 (backup cell #1)  
510.579.17147 (backup cell #2)

For routine and lower priority tickets (see Table A), Customers are encouraged to send an email to [support@tiburoninc.com](mailto:support@tiburoninc.com) which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Consultant has received the Customer's email. A Help Desk representative will contact the Customer with a ticket # and status within the timeframes defined in the SLA (see below for details).

**C. Help Desk Call Taking Process**

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only 'closed' by Consultant upon positive confirmation from the Customer.

**D. Table A: Ticket Priorities and the Service Level Agreement (SLA)**

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

<b>PRIORITY</b>	<b>PRIORITY DEFINITION</b>	<b>SLA FOR CALL BACK BY TECHNICAL SPECIALIST WITHIN</b>
<b>(1) URGENT</b>	<u>Severe Operational Impact:</u> The system is not operational or the Customer's operation is severely impaired.	<b>30 MINUTES</b>
<b>(2) HIGH PRIORITY</b>	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer's normal operation but essential services are still supported.	<b>24 HOURS</b>
<b>(3) LOW</b>	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	<b>AS AGREED WEEKLY</b>
<b>(4) INQUIRY</b>	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	<b>AS AGREED WEEKLY</b>

## **E. Product Specialist and Training Services**

Customer may contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

## **F. Customer Responsibilities**

(a) **Technical Service Tickets** The Customer shall provide all information requested by Consultant necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.

(b) **Remote Access** The Customer will facilitate high speed 512Kbps or greater remote VPN access for Consultant to access the servers and workstations at the Customer Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Consultant. Consultant personnel will require local administrative control of all servers and workstations involved in Consultant implementation. In addition, Consultant requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Consultant technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Consultant's request to halt any System functionality shall require the Customer's appropriate management approval. Consultant shall not perform any service-affecting activity without informing the Customer's appropriate management in advance and receiving proper authorization.

Consultant recognizes the need for security of remote access facilities. Consultant shall work within the Customer's security guidelines whenever possible. If the Customer's remote access facility is dysfunctional, Consultant shall not be held liable for response times.

Consultant shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Consultant shall use the data connection solely in connection with the provision of its services hereunder. The Customer may be required to run tests deemed necessary by Consultant following each remote access as requested by Consultant.

(c) **Access** The Customer shall provide Consultant's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Customer shall ensure that maintenance and back-up activities relating to the Consultant proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records pursuant to the County's retention policy and Federal and State laws and running reports and assisting in the performing diagnostics, are timely carried out.

- (e) **Data Input** The Customer shall enter, update and maintain the input data as required for satisfactory operation of the Consultant proprietary software, and be responsible for the accuracy of all Customer-provided data.
- (f) **Third-Party Product Support** Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Consultant, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Consultant to request support services there under on the Customer's behalf.
- (g) **System Security** The Customer shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.
- (h) **System Change, Alteration, or Modification** The Customer shall ensure that, with respect to the Consultant proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Customer shall ensure that each authorized site conforms in all respects to the site specifications as required by Consultant. The Customer shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Consultant; provided, however, that said consent is not intended to constitute in any manner Consultant's approval, certification, endorsement, or warranty of the System configuration or System performance.
- (i) **Database Administration Change Authorization** Customer shall maintain a system to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Consultant's Technical Support Services department. Database administration shall be in compliance with Consultant provided guidelines. Consultant cannot assist Customer personnel other than those on the most current authorization list.
- (j) **Authorized Customer Representative** The Customer shall designate, in a written notice a single individual to act as the Customer's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Customer's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Customer's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Consultant's services under these Maintenance and Support Guidelines. The Customer may change the individual designated hereunder by providing Consultant advance written notice designating the new individual authorized to act as the Customer Representative.
- (k) **Technical Support Coordinators** The Customer shall designate, in a written notice one or more individuals to act as the Customer's technical support coordinator (a "Technical Support Coordinator"). The Customer shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Consultant proprietary software and System training and shall otherwise be familiar with the Consultant proprietary software and the System. The Customer shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle

operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Consultant to aid Consultant in performing its services hereunder. The Customer may change any individual designated hereunder by providing Consultant with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Customer shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Consultant proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Consultant proprietary software applications, the Customer shall provide Consultant a listing of command input, resulting output and any other data, including databases and back-up systems, that Consultant may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

#### **G. Exclusions to Technical Support Services**

The following services are outside the scope of the Technical Support Services provided by Consultant and may result in additional charges, on a time and material basis:

(a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;

(b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;

(c) Repair of problems caused by the use of the System for purposes other than for which it is designed;

(d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Consultant's prior approval;

(e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Consultant shall not be obligated to repair or replace any component of the System which has not been installed by Consultant or a Consultant authorized technician;

(f) Removal, relocation and/or reinstallation of the System or any component thereof;

- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Consultant and explicitly covered by a Consultant warranty or maintenance program.

Exhibit “G”  
 State of Georgia  
 County of Cherokee  
**Service Level Agreements**

Problem Severity Levels—the following table defines the Consultant’s applications maintenance services severity levels and contains call back expectations. Priority levels of individual service requests are not to be changed without written agreement between the parties,

**Table 1.1 Applications Maintenance Service Level Severity Levels Defined**

<b>PRIORITY</b>	<b>PRIORITY DEFINITION</b>	<b>SLA FOR CALL BACK BY TECHNICAL SPECIALIST WITHIN</b>
<b>(1) URGENT</b>	<u>Severe Operational Impact:</u> The system is not operational or the Customer’s operation is severely impaired.	<b>30 MINUTES</b>
<b>(2) HIGH PRIORITY</b>	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer’s normal operation but essential services are still supported.	<b>24 HOURS</b>
<b>(3) LOW</b>	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	<b>TO BE HANDLED AND PRIORITIZED DURING WEEKLY CLIENT LIAISON CALL</b>
<b>(4) INQUIRY</b>	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	<b>TO BE HANDLED AND PRIORITIZED DURING WEEKLY CLIENT LIAISON CALL</b>
<b>End of Table</b>		

H. \*\* Tiburon will assign a Client Liaison who will be responsible for on-going Client interactions. This position will serve in a client advocacy role including management and oversight of client TSR prioritization and resolution. The Client Liaison will work with Tiburon’s TASC staff to conduct the necessary data research and validation required to resolve Client reported issues. The process will include verification of TSR data for completeness and accuracy, prioritizing cases to ensure that schedules are set based upon client needs, and follow-up with assigned Tiburon and Client resources, including key Client contacts, to ensure resolution. Tiburon agrees to schedule weekly calls between the County and Client Liaison for the purposes described above. Throughout the term of this Agreement, the material responsibilities set forth above will be carried out.

**Exhibit H**  
**2013 Labor Rates**

<b><u>Title</u></b>	<b><u>Hourly Billing Rate</u></b>
<b>Project Manager</b>	<b>\$150.00**</b>
<b>Engineer</b>	<b>\$130.00**</b>
<b>Trainer</b>	<b>\$100.00**</b>

\*\* The hourly rates above are subject to an annual increase of three percent (3%).

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is effective as of this 19th day of December 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 **TIBURON, INC.**, a Virginia corporation, (“Consultant”), collectively referred to as the “Parties.”

### **WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services to upgrade licensed products and services for Consultant’s named applications; 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. The Work**

- i) The Work to be completed under this Agreement (the “Work”) consists of the services to be performed as set forth in the attached Statement of Work, which is incorporated herein as Exhibit D. Additionally, upon County’s acceptance of this Agreement, for those applications specifically named in the SOW, County’s existing Consultant Application licenses will be converted to subscription licenses subject to the terms and conditions of the attached Subscription License Agreement, which is incorporated herein as Exhibit E. The Subscription License Agreement shall replace and supersede the existing software license agreement between Consultant and County for the applications named in the SOW. Consultant shall also provide County maintenance and support services as identified in the attached Maintenance and Support Guidelines, which are

incorporated herein by this reference as Exhibit F.

- ii) Consultant and County wish to work together to manage costs and continuously implement enhancements, upgrades, and new technologies to improve speed and functionality while allowing for the maximum flexibility of software and hardware agnostic solutions. Consultant agrees to provide County with information relating to getting involved with and influencing Consultant's Steering Committees.

**B. 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 continue in effect for four (4) years thereafter ("Initial Term"). Following the Initial Term this Agreement shall automatically renew for another four (4) year period, unless either party gives the other one hundred twenty (120) days prior written notice prior to the end of the Initial Term. The actual schedule events, as delineated in the Statement of Work, Exhibit D hereto shall be mutually agreed to and organized into a project schedule at project a kick-off meeting which shall be scheduled to occur before the end of March 2013. The schedule for completion shall not exceed twelve months from the initiation of the project kick-off meeting. 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 of each calendar year, provided 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, however title to Consultant's software shall always remain vested with Consultant, County has a license to use the software only. The parties contemplate that this Agreement shall remain in effect for at least four (4) years. In the event the County terminates the Agreement pursuant to this provision, Client's right to use the subscription licenses shall immediately terminate.

**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.

**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. The fee for the Work to be provided hereunder is \$350,000 due at the time of execution of this Agreement by both parties, and \$110,000 annually thereafter for the initial term and renewal term if executed. The annual fees shall be due on or before the anniversary date of the execution date of this Agreement, or 20 December, whichever occurs first. A late penalty of one and one-half percent (1.5%) per month shall be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the Initial Term. County hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the contract price to satisfy its payment obligations hereunder.

B. Exhibit G, attached hereto and incorporated herein by reference, specifies certain Service Level Agreements required for acceptable performance.

C. The parties have established hourly rates for 2013 that will be adjusted annually by three percent (3%). Job titles and corresponding rate are contained in Exhibit H attached hereto and incorporated herein by reference.

### **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. 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 and adequacy thereof. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's processes.

**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. Additionally, County agrees to provide appropriate staff and personnel for the work required hereunder, such staff shall be competent and knowledgeable in their respective subject matters related hereto. County acknowledges that the Consultant applications will be implemented simultaneously, as set forth in the mutually agreed upon project schedule, and therefore will assure the project will be appropriately staffed.

**E. Consultant's Representative**

Consultant shall appoint a Project Manager to be authorized to act on behalf of Consultant during the upgrade phase (as mutually agreed to by the parties) of this Agreement.

**F. Assignment of Agreement**

Neither party may assign nor transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the other party, except Consultant may assign this Agreement to a successor of all or substantially all of Consultant's business without 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 resulting to it on account of Consultant's performance 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") resulting from Consultant's willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the

Consultant or subcontractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the intentional acts, negligence or willful misconduct 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 be limited to the amount actually paid out from Consultant's insurance policy. 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. Limitation on Liability**

WITH THE EXCEPTION OF THE CONSULTANT'S OBLIGATION ABOVE TO INDEMNIFY THE COUNTY, EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY COUNTY HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSULTANT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **I. 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.

**J. 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. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Additionally, Consultant shall provide an umbrella policy of no less than \$5,000,000 (five million dollars).
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (v) 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.
- (vi) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been

given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least one (1) year after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

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

**K. 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).

**L. 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, 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.

(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, at Consultant's offices, 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, , records of personnel (excluding payroll), conditions of employment and or data relating to all matters covered by this Agreement.

**M. 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.

**N. Confidentiality**

(1)\_ **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including County data, the Work, business and marketing plans, technology and technical information, product designs, and business processes. For oral disclosures to be protected, they must be followed up in writing to the receiving parties within twenty-one calendar days and must identify the nature of the confidential information disclosed, the date and location of the disclosure. Confidential Information (except for County data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

(2) Confidentiality Survival. The obligations hereunder with respect to each item of Confidential Information shall survive the termination of this Agreement.

(3) Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this

Agreement, except disclosure of Confidential Information shall not be precluded if (i) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such Confidential Information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; (ii) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose and the Disclosing Party was provided prior written notice and the opportunity to obtain an injunction against such disclosure; or (iii) the recipient of such Confidential Information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

- (4) Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind (but in no event using less than reasonable care).
- (5) Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.
- (6) The County's compliance with the Georgia Open Records Act shall not constitute a violation of these confidentiality provisions.

**O. 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.

**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**

Subject to the limited rights expressly granted hereunder, Consultant reserves all rights,

title and interest in and to the Work, including all related intellectual property rights. No rights are granted to County hereunder other than as expressly set forth herein.

## V. COVENANTS OF THE COUNTY

### A. Right of Entry

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

### B. County's Representative

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

## VI. INFORMAL DISPUTE RESOLUTION

- A. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth below.
- i. If either party (*the "Disputing Party"*) has a dispute, that party shall bring the matter to the attention of the other party at the earliest possible time via a Dispute Notice, a written statement in the form of an email, provided that the subject line shall read in all caps "DISPUTE NOTICE" and the body defines of the nature of the point(s) in dispute, in order to resolve such dispute.
  - ii. If such dispute is not resolved, or a mutually agreed to schedule which adherence to would resolve the dispute (the "Resolution Schedule") is not agreed to by the Project Manager's within ten (10) business days, the Disputing Party shall deliver to both second levels of representatives, below, a Dispute Notice.
  - iii. Receipt by the second level of representatives of a Dispute Notice shall commence a time period within which the respective representatives shall communicate with one another in good faith in order to resolve the dispute. If the respective representatives cannot resolve the dispute or develop a mutually agreed to Resolution Schedule within the given time period, the dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.
  - iv. If the third level of representative, below, are unable to resolve the dispute or develop a mutually agreed to Resolution Schedule in accordance with the escalation procedures set forth below, the parties may assert their rights under this Agreement.

<b>Escalation Timetable (<i>Business Days</i>)</b>	<b><u>Tiburon Representative</u></b>	<b><u>Client Representative</u></b>
0 to 10 <sup>th</sup>	Project Manager	Project Manager
11 <sup>th</sup> to 15 <sup>th</sup>	Operations Director	Director of E911
16 <sup>th</sup> to 20 <sup>th</sup>	Executive Officer	Chief Marshal

- B. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures set forth herein, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.
- C. Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures

## **VII. TERMINATION**

- A. Termination for Convenience. The County may terminate this Agreement for convenience at any time for any reason upon at least one hundred twenty (120) days advanced written notice to the other party. If County terminates this Agreement at any time during the Initial Term, County shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term. If County terminates this Agreement during the Renewal Term, County shall pay one hundred percent (100%) of the remaining fees owed for the Renewal Term. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Consultant for County's failure to satisfy the commitment set forth in this Proposal on which County's pricing is based upon.
- B. Termination for Cause. Subject to prior completion of the Informal Dispute Resolution procedures set forth herein, in the event either party materially defaults in the performance of any of its obligations hereunder, the other party may, at its option, terminate this Agreement by providing the defaulting party sixty (60) days' prior written notice of termination delivered in accordance with Section XII hereof, which notice shall identify and describe with specificity the basis for such termination, and allow the non-terminating party to either cure the default or develop a mutually agreed to Resolution Schedule. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party (as evidenced by written notice delivered by the non-defaulting party in accordance with Section XII hereof), termination shall not take place.
- C. Licenses Upon Termination. County's subscription license shall automatically convert to a perpetual license upon the occurrence of either termination for convenience or cause, as specified above. However, in the event the Agreement is terminated for convenience by

the County in the Renewal Term, the County shall pay all applicable fees prior to the transition of the license takes place. The subscription license shall not convert to a perpetual license should County terminate the Agreement for convenience during the Initial Term. Additionally, upon the completion of all eight (8 years) of the Agreement, as contemplated herein, County's subscription license shall automatically convert to a perpetual license, at such time maintenance is no longer included and a separate maintenance agreement will be required for support.

### **VIII. 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.

### **IX. 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.

### **X. 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.

### **XI. 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 State or Superior Court of Cherokee County, Georgia.

### **XII. 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.

### **XIII. 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.

### **XIV. NOTICES**

All formal 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:

Tiburon, Inc.  
Attn: Contracts  
3000 Executive Parkway, Suite 500  
San Ramon, CA 94583

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**

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

### **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.

**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:**

\_\_\_\_\_  
By: Scott Carroll  
Its: Contracts Manager

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
**Witness**

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

[NOTARY SEAL]

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

**CHEROKEE COUNTY**

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

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

**EXHIBIT "A"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "B." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

237947  
Federal Work Authorization User Identification  
Number

Sept. 2010  
Date of Authorization

Tiburon, Inc.  
Name of Contractor

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

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

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

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

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

Scott Carroll, Contracts Manager  
Printed Name and Title of Authorized Officer or  
Agent

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

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

[NOTARY SEAL]

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

**EXHIBIT "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 Tiburon, 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:

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

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

N/A  
Name of Subcontractor

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

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

\*\*\* Tiburon is not, nor anticipates, using any subcontractors for this project.

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

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

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

Scott Carroll, Contracts Manager  
Printed Name and Title of Authorized Officer or  
Agent

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

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

[NOTARY SEAL]

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

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

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

- 1)   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: California Driver's License.

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

Executed in San Ramon, California.

\_\_\_\_\_  
Signature of Applicant  
  
Scott Carroll  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

**EXHIBIT “D”**  
**Statement of Work**

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## INTRODUCTION

This Statement of Work (SOW) defines the principle activities and responsibilities of the Client and Tiburon, Inc. (Tiburon) for the implementation of Tiburon Applications (the “Project”) defined below.

The Tiburon Applications described below will be deployed in a Microsoft Windows environment.

The Statement of Work tasks are not always completed sequentially and some tasks may be concurrent. The completion and acceptance of any task is not necessarily contingent upon completion of the preceding task. All Client data is owned and maintained by Client. It is Client’s responsibility to maintain backups of all Client data. Tiburon shall not be liable for the accuracy, completeness, corruption, or loss of any Client data.

The Tiburon Applications to be deployed in accordance with this Statement of Work include:

- CommandCAD, version 2.8 or current version
  - Includes 911 Mapping
- MobileCOM, version 2.2 or current version
  - Includes 911 Mobile Mapping
- LawRECORDS, version 7.9 or current version
  - Includes TIPS and Property Room Bar Code
- JailRECORDS, version 7.9 or current version

Development and approval of Client-specific application-related documentation will occur as follows:

- Tiburon will deliver a baseline specification document in electronic format for each Tiburon Application that will be delivered under this project prior to the development of Client-specific tailoring and configuration parameters.
- As part of the Business Practice Review (BPR) task, Tiburon and the Client will review Client-specific parameters and field tailoring, which Tiburon will document in an Application Tailoring Document (ATD). Tiburon will prepare and deliver the ATD in electronic format to the Client for review and approval.
- The baseline specification document(s) together with the approved ATD(s) will become the blueprint for configuring the Tiburon Applications for delivery under this Statement of Work.

Attachment A.1 is an Interface Deliverable List. Tiburon will deliver a Client-specific version in electronic format describing the interfaces developed during the Interface BPR and thereafter referred to as the Interface Control Document (ICD). The ICD will be used for a system integration demonstration of the Tiburon Applications.

## **PROJECT MANAGEMENT COMMITMENT**

The Client and Tiburon shall each designate a project manager to oversee the project and support the following:

### **Tiburon Responsibilities:**

- a. Maintain project communications with the Client's Project Manager.
- b. Schedule all Tiburon staff and subcontractor support to ensure project progress and completion in accordance with the project schedule.
- c. Conduct status meetings with the Client's Project Manager as required.
- d. Provide responses to Client inquiries within ten (10) business days.
- e. Prepare and submit a monthly project status report that identifies the activities of the previous month, as well as activities planned for the current month. Tiburon will deliver these reports no later than the tenth (10th) calendar day of each month.

### **Client Responsibilities:**

- a. Maintain project communications with Tiburon's Project Manager.
- b. Coordinate and facilitate all Client staff and third-party (vendors and/or agencies) support to ensure project progress and completion in accordance with the project schedule.
- c. Participate in status meetings with Tiburon's Project Manager.
- d. Provide written responses to Tiburon inquiries, task completion letters, and document submittals within ten (10) business days.
- e. Ensure Tiburon (Cisco) VPN remote access including dedicated high speed (T1 (1.544mb/s) or greater bandwidth). Access to Client servers on Client site(s) must be interactive, including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, secure shell (SSH), and application-level TCP/IP socket connectivity as determined necessary by Tiburon. Access provided to Tiburon must include local administrative control of all servers involved in the Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download files to the server(s) without third-party intervention.
- f. Ensure workspace is available at the Client's project site for Tiburon's Project Manager. This space should include desks, chairs, and electrical connections.
- g. Ensure telephones are located at each of the workspaces and adjacent to the central processor for the duration of the project. Tiburon will be responsible for all Tiburon-initiated long-distance charges while on site.

## **TASK 1 PROJECT INITIATION MEETING**

### **Task Description:**

A project initiation meeting will be scheduled on a mutually agreed to date and conducted by Tiburon at the Client's project site. The objectives of this event include:

- Client and Tiburon personnel introductions;
- Review project scope;
- Review Client and Tiburon roles and responsibilities;
- Establish a clear chain of communication and authority;
- Review the initial project schedule; and
- Review the process, agenda, and the resource and scheduling requirements for the BPR.

### **Tiburon Responsibilities:**

- a. Coordinate with the Client's Project Manager to establish a schedule, location, and agenda for the meeting.
- b. Conduct the project initiation meeting.
- c. Deliver one (1) complete set of baseline specification documents in electronic format for each Tiburon Application listed above.

### **Client Responsibilities:**

- a. Coordinate with Tiburon's Project Manager to establish a schedule, location, and agenda for the meeting.
- b. Ensure that all appropriate Client personnel attend and actively participate in the project initiation meeting.

### **Completion Criteria:**

This task is considered complete when:

- The project initiation meeting has been held; and
- Baseline specification documentation for each Tiburon Application has been delivered.

Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 2 BUSINESS PRACTICE REVIEW(S)**

### **Task Description:**

The BPR is a process of evaluating the Client's existing business practices in conjunction with Tiburon Application functionality. The Client and Tiburon will meet to review the baseline specification documentation for Tiburon Applications. The key objectives of these meetings are to promote understanding of system functionality, identify product tailoring requirements, and evaluate the integration of existing external interfaces. This process will allow the Client to identify any existing operating policies and/or procedures that may be modified to accommodate Tiburon Application functionality.

Tiburon and the Client will identify and document all tailoring for each Tiburon Application. Application tailoring includes the renaming of agency-specific data elements and the reformatting of existing data entry screens, as well as defining site-specific parameters (such as the lengths of certain fields, and field formats). Application tailoring for database products includes adding an existing or new code table behind an existing field (no processing can be included). Application tailoring does not include modifications such as to the software source code, database layouts, report output column headers or formatting, or interfaces to internal or external databases or systems. Any such modifications are considered "customization" and, unless specifically identified as "included customizations," are not included in the scope of this project.

Tiburon will summarize the information gathered during the BPR regarding Tiburon Application tailoring requirements and site specific parameters in an ATD. The ATD will define how the Tiburon Application(s) will be tailored for deployment at the Client site. Requested customization not included in the contract may be processed as a Change Order to the project, if requested by Client. Any Change Order processed will include an update to the Project Plan to add necessary development and implementation time.

As a part of the BPR, Tiburon and the Client will review and define the parameters for all system interfaces. Those interface parameters will be described in the ICD.

### **Tiburon Responsibilities:**

- a. Utilize the baseline specification documents as a guide for demonstration of Tiburon Application functionality.
- b. Utilize the ICD as a guide for discussion of interface functionality and update ICD if necessary.
- c. Document and deliver the ATD(s)
- d. Provide pertinent information, record layouts, documents, and connectivity necessary to establish interfaces with all local and remote systems, to the extent known by Consultant.

### **Client Responsibilities:**

- a. Ensure participation of Client staff with operational, policy, and procedure expertise, and decision-making authority, to analyze business practices in relation to Tiburon Application functionality.
- b. Provide pertinent information, data, record layouts, documents, and make tailoring decisions for Tiburon Applications.
- c. Review and approve records layout, documents, and connectivity necessary to establish interfaces with all local and remote systems. For new functionality, provide pertinent information, record layouts, documents, and connectivity necessary to establish interfaces with all local and remote systems, as reasonably requested by Tiburon.
- d. Review the ATD submitted by Tiburon and identify in writing any specific issues found within ten (10) business days.

**Completion Criteria:**

This task is complete when the Client has approved the ATD. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be presented for the BPR as each Tiburon Application is completed. Completion of this task is required before Tiburon will proceed with any further project work.

### **TASK 3      FINALIZE HARDWARE REQUIREMENTS**

#### **Task Description:**

Tiburon and the Client will validate the system hardware configuration list. Client will utilize the list to procure the system hardware and third-party software components. All such items shall be procured to support the project schedule.

#### **Tiburon Responsibilities:**

- a. Develop and deliver a mutually agreed upon final list of all hardware, third-party software, and third-party services required for this project.

#### **Client Responsibilities:**

- a. Upon request, provide information on existing hardware/system software components and terminal networks, as well as projected utilization statistics and other information as may be reasonably required to validate final hardware requirements.
- b. Ensure that all equipment can be physically installed in equipment room(s).
- c. Review and approve the final hardware configuration document within ten (10) business days of being present by Tiburon.

#### **Completion Criteria:**

This task is complete when the Client has approved the final hardware configuration document. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Procurement of the hardware/software is not required for task completion.

## **TASK 4 DATA FILE CONVERSION PLANNING**

### **Task Description:**

Analyze source data, generate field mapping documents, and deliver the data conversion plan. Data conversion services are included for the following applications only:

- CARS Version 2 to Datawarehouse Version 2.8 or current version
- LawRECORDS Version 7.3.1 to LawRECORDS Version 7.9 or current version
- JailRECORDS Version 7.3.1 to JailRECORDS Version 7.9 or current version

### **Tiburon Responsibilities:**

- a. Meet with the Client to review and generate the data mapping worksheets.
- b. Receive and review source data.
- c. Generate a data conversion plan and provide recommendations based upon the source data information.
- d. If needed, provide an updated project plan that properly reflects the amount of time necessary to complete the data conversion task.
- e. Map old application to the new applications.

### **Client Responsibilities:**

- a. Designate a knowledgeable person with decision-making authority to work with the Tiburon Data Conversion Team to confirm the mapped fields.
- b. Prior to the conversion process, purge unnecessary data, if any, to ensure that the database or data provided to Tiburon contains only the data that the Client intends Tiburon to convert.
- c. Provide Tiburon access to the data to be converted
- d. Review and approve the data conversion plan within ten (10) business days of being presented by Tiburon.
- e. Prepare end users for any record layout or definition changes through an appropriate Change Management Plan.

### **Completion Criteria:**

This task is complete when the data analysis has been completed, and Tiburon has delivered the data conversion plan. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. . Completion of this task is required before Tiburon will proceed with any further data conversion work. If completed after Task 5, Tiburon may process a Change Order with an updated Project Plan to reflect needed time to complete necessary data conversion tasks.

## **TASK 5      PROJECT SCHEDULE**

### **Task Description:**

Finalize the project schedule and define the priorities and inter-dependencies among tasks. Upon the Client's approval, the project schedule will supersede the initial project schedule. Following the approval of the project schedule, any changes to the cutover date must follow the change proposal process.

### **Tiburon Responsibilities:**

- a. Work with Client to finalize the project schedule.
- b. Confirm that all Tiburon tasks in the project schedule can be met.
- c. Deliver the project schedule document for the Client's review and approval.

### **Client Responsibilities:**

- a. Work with Tiburon to develop the project schedule.
- b. Confirm that all Client tasks in the project schedule can be met.
- c. Review and approve the project schedule within ten (10) business days of being presented by Tiburon.
- d. Implement a Change Management Plan that includes the agreed upon schedule.

### **Completion Criteria:**

This task is complete upon the Client's written approval of the project schedule. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Completion of this task is required before Tiburon will proceed with any further project work.

## TASK 6 GEO-DATA FOR COMMANDCAD (LVS)

### Task Description:

Tiburon will implement procedures to support the loading of Client-Supplier Geo-data in the LVS format and will perform the initial conversion and loading. Tiburon will also provide training and documentation on the conversion and loading process. The Client will be responsible for ongoing conversions and loading of updated information using the Tiburon documented procedures.

### Tiburon Responsibilities:

- a. Obtain from the Client a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the systems proposed. The minimum essential street data for each record include a StreetName field (or fields containing directional prefix, street name, street type, and directional suffix). The street centerline file must also contain, for each segment record in the street centerline file, appropriate ranges for low and high addresses, on both left and right sides, each in its own respective field (Example: From\_Left, To\_Left; From\_Right, To\_Right). All map layers must have the same geographic projection.

*Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.*

- b. Obtain from Client all polygon boundary ArcView shapefiles for each service to be dispatched plus a City Boundary Layer. Common response boundary layers are: Police and/or Fire and/or EMS, reporting districts (RDs, grids, or atoms). Each service must be contained in a separate map layer which should be drawn as accurately as possible. Each layer must contain the following information, each in its own respective field: ServiceID, Agency, Dispatch Group, Area/Name ID (RD), Response Modifier (if any), and (Community). The City Boundary Layer must contain the City Name and three-letter City Code. All map layers must have the same geographic projection.

*Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.*

- c. Use MaverickLVS to convert the collected map layers for system use.
- d. Provide the Client with documentation of the conversion/loading process.
- e. Provide the Client with information regarding the types of data exceptions that may be detected during data conversion and loading operations that require correction in the Client-provided source data.
- f. Provide training to the Client on the use of Maverick MapSetup which is used for the conversion, configuration and distribution of map layers. The Client is responsible for both initial geo-data development and ongoing data maintenance.

**Client Responsibilities:**

- a. Provide ESRI ArcView shapefile for each required layer as described in Paragraphs A and B of Tiburon Responsibilities section above. Layer content requirements are further detailed in the accompanying document titled MAVERICK LV-Map Content Requirements

*Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.*

- b. Assume responsibility for both initial geo-data development and ongoing data maintenance.
- c. Provide a Map Administrator to act as the point of contact regarding conversion and loading issues.
- d. Provide the above-specified ESRI ArcView shapefiles for import into the system via network connection, by compatible tape drive or CD-ROM media.
- e. Review the provided documentation to ensure an understanding of the data requirements and usage.
- f. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.
- g. Provide trained staff to make data additions, deletions, or corrections as necessary in support of geo-data conversion and loading for on-line operations and for continuing geo-data maintenance.
- h. Be solely responsible for the content and accuracy of the source map layers and all related data.

**Completion Criteria:**

This task is complete when the data has been successfully loaded into the system. Data errors in the Client-provided source will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. Task completion is required before Tiburon will proceed with any Code Table/ System File Training.

## **TASK 7      GEOFILE – LAWRECORDS (GCT)**

### **Task Description:**

Tiburon will implement procedures to support loading the Client-supplied geofile data in Tiburon format into Tiburon Application software system files, and will support the Client in conducting an initial geofile conversion and loading process. Tiburon will also provide documentation and a workshop on the geofile conversion and loading processes. The Client will be responsible for ongoing conversions and loading using the Tiburon-documented procedures.

### **Tiburon Responsibilities:**

- a. Obtain from the Client a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the proposed applications. The minimum essential street data for each record must include a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and city code. The street centerline file must also contain appropriate ranges for low and high addresses, on both left and right sides, for each segment record in the street centerline file. All of this data must reside in their own respective fields within the attribute table. The street centerline data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.
- b. Obtain from the Client all polygon boundary ArcView shapefiles representing police and/or fire and/or EMS reporting districts (RDs, grids, or atoms). Within each polygon boundary shapefile, all polygons representing RDs, grids, or atoms must include a polygon identifier or tag. The polygon identifiers must be unique in each respective polygon boundary shapefile. The polygon boundary data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.
- c. Use the Tiburon Geographic Data Optimization (GDO) tool to convert the data into the Tiburon format in preparation for loading into CommandCAD or LawRECORDS.
- d. Provide the Client with GDO documentation.
- e. Provide the Client with information regarding the types of data exceptions that may be detected during data conversion and loading operations that require correction in the Client-provided source data.
- f. Using the point-in-polygon (PIP) functionality of GDO, attach the appropriate reporting district (polygon tag) data to the respective street centerline segment records.
- g. Provide a training workshop to the Client on the use of GDO. The Client is responsible for both initial geofile development and ongoing geofile data maintenance.

### **Client Responsibilities:**

- a. Provide a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the Tiburon Applications. The minimum street data for each record must include a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and city code. The street centerline file must also contain appropriate ranges for low and high addresses, on both left and right street sides, for each segment record in the street centerline file. All of this data must reside in their own respective fields within the attribute table. The street

centerline data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.

- b. Provide all polygon boundary ArcView shapefiles representing police and/or fire reporting districts. Within each polygon boundary shapefile, all polygons representing Reporting Districts must include a polygon identifier or tag. The polygon identifiers must be unique in each respective polygon boundary shapefile. The polygon boundary data must be resolved to latitude/longitude reference coordinates projected as GCS\_North\_American\_1983, or GCS\_North\_American\_1983\_HARN.
- c. Assume responsibility for both initial geofile development and ongoing geofile data maintenance.
- d. Provide a geofile coordinator to act as the point of contact regarding geofile conversion and loading issues.
- e. Provide the above specified ESRI ArcView shapefiles for import into the GDO system via network connection, by compatible tape drive or CD-ROM media.
- f. Review the Tiburon-provided GDO documentation and other provided geofile development documents to ensure an understanding of the geofile data requirements and usage.
- g. Provide other polygon and polypoint shapefiles, and any other data files as necessary for the timely and accurate development of essential geofile data in support of the systems proposed.
- h. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.
- i. Provide trained staff to make data additions, deletions, or corrections as necessary in support of geofile conversion and loading for on line operations and for continuing geofile data maintenance.
- j. Be solely responsible for the content and accuracy of the geofile and all related data.

### **Completion Criteria:**

This task is complete when the Tiburon Application database has been successfully loaded. Loading initial geofile data is sufficient for task completion; data errors in the Client-provided source data will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Task completion is required before Tiburon will proceed with any code table/system file training.

## **TASK 8      INITIAL SYSTEM INSTALLATION**

### **Task Description:**

Install system hardware and software required on servers to support software tailoring and demonstration of Tiburon Applications.

### **Tiburon Responsibilities:**

- a. Install system hardware and software required on servers to support software tailoring and demonstration of Tiburon Applications.
- b. Deliver the site plan that identifies system characteristics such as network information, system architecture information, and hardware information.
- c. Install primary database software.
- d. Provide training on the installation of the application onto workstations.

### **Client Responsibilities:**

- a. The Client will procure, inventory, and install the hardware configuration and operating systems. The equipment to be installed will be sufficient to support initial software installation, application program tailoring, initial interface development, and testing activities.
- b. Provide Tiburon with the server and third-party information necessary for the Tiburon support files.
- c. Provide a site adequate for the installation, operation, and maintenance of all computer and workstation equipment.
- d. Provide all communication lines, modems, hubs, routers, cabling, and other components necessary for system operation and maintenance that are not provided by Tiburon.
- e. Assume responsibility for modifications to furniture as required for workstation operation and maintenance.
- f. Assist with the installation and verify operation of interfaces to any Client-provided networks.
- g. Provide TCP/IP communications support for any existing networks, workstations, and printers that access Tiburon Applications.
- h. Install and test all initial test-remote workstations and communications equipment.

### **Completion Criteria:**

This task is complete when the initial system installation is completed. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 9      APPLICATION SOFTWARE TAILORING**

The Tiburon Application software will be tailored in accordance with the ATD.

### **Tiburon Responsibilities:**

- a. Tailor the Tiburon Application software in accordance with the ATD.

### **Client Responsibilities:**

- a. Respond to all questions that arise during system tailoring within ten (10) business days to avoid impacting the overall project schedule.

### **Completion Criteria:**

This task is complete when the tailored Tiburon Applications are installed. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **TASK 10      INITIAL DATA CONVERSION**

### **Task Description:**

This task involves the extract, conversion, loading, and testing of specified legacy application data into the new application database(s), based upon the approved data conversion plan.

### **Tiburon Responsibilities:**

- a. Prepare the required conversion software to accept the files from the Client's legacy system and create the necessary Tiburon Application data files.
- b. Perform the data conversion process to load the test files.
- c. Provide testing parameters and protocols to allow for certainty of accurate data conversion.

### **Client Responsibilities:**

- a. Provide access to the environment to allow Consultant to convert data (if different from the data provided in the data conversion planning task).
- b. Conduct testing on the initial conversion to review functionality and data results.
- c. Review data conversion results, document any problems, and collaborate with Tiburon on a plan for corrective action within ten (10) business days.

### **Completion Criteria:**

This task is complete when Tiburon has converted the initial data. Data correction is not a requirement for completion of this task. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 11      SYSTEM INTERFACES**

### **Task Description:**

Install and test the following interfaces as defined Attachment A.1 and in the ICD(s).

### **Tiburon Responsibilities:**

- a. Test interfaces to demonstrate conformance with the ATD and the ICD(s).
- b. Resolve any discrepancies discovered during the demonstration.

### **Client Responsibilities:**

- a. Assume responsibility for any hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by Tiburon.
- b. Act as the liaison between the agencies and third-party vendors required to support the interfaces.
- c. Provide Tiburon with the physical connections for each interface, to allow Tiburon to test the functionality of each interface in an appropriate environment.
- d. If the interfaces are currently in operation, it is the Client's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing. Testing may be required more than once during the project to ensure operational readiness.

### **Completion Criteria:**

This task is complete when all interfaces have been demonstrated to function in accordance with the ICD. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where demonstration is delayed through no fault of either the Client or Tiburon, the Client shall authorize the demonstration of the interface function at a later date. **Such rescheduling of interface demonstrations shall not delay the scheduled go-live or any subsequent tasks unless County determines that core or mission critical functionality is potentially at risk.** Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Interface.

**TASK 12 CODE TABLE AND SYSTEM FILE TRAINING**

**Task Description:**

Tiburon will provide a sample set of test/training files and deliver production data tables. This training **will not be scheduled** until the geofile has been successfully completed by the Client and is loaded into the application. Tiburon will then train Client staff in the entry of agency-specific data. All training courses will be conducted Tuesday through Friday between the hours of 0800 and 1700. On scheduled training weeks, Monday’s shall be reserved for Tiburon staff travel and onsite prep.

**Tiburon Responsibilities:**

- a. Provide a sample set of test/training files and deliver production data tables.
- b. Training will be planned for session duration hours as listed below. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.
- c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.
- d. Conduct training courses as outlined below:

Administration/Support Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD System Administration Training	8	8	1
CommandCAD File and Table Maintenance Training	40	10	1
CommandCAD Browser Setup Training	8	8	1
MobileCOM Application Administration & Installation	8	6	1
ReformatDESIGNER	16	6	1
LawRECORDS System Administration	8	6	1
LawRECORDS System Code Tables / Authorizations	40	10	1
JailRECORDS System Administration	8	8	1
JailRECORDS System Code Tables / Authorizations	40	10	1

**Client Responsibilities:**

For each of the training courses described above, the Client will:

- a. Complete entry of agency-specific data (i.e., code tables and parameters).
- b. Assign personnel with basic Windows software skills to receive training. The number of course attendees shall not exceed the class sizes listed in the tables above.
- c. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.
- d. Provide one (1) set of training materials for each student; either hard copy or CD.

**Completion Criteria:**

This task is complete when Tiburon has conducted the training courses described above. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **TASK 13      WORKSTATION INSTALLATION**

### **Task Description:**

Tiburon will install the client software on a pilot set of three (3) workstations or mobiles. The workstations will be tested for connectivity and communication. The Client is then responsible for the installation of the applicable software on the remaining workstations.

### **Tiburon Responsibilities:**

- a. With the Client's assistance, install Tiburon's client software on up to three (3) computer desktop workstations or mobiles.
- b. During installation, train Client participants on the installation procedures.

### **Client Responsibilities:**

- a. Install and configure the Tiburon-provided client software on all remaining workstations.
- b. Prior to use, comply with the setting requirements for the software.
- c. Test each workstation to ensure operation by logging in, launching the application, and completing a query, entry, and modification.

### **Completion Criteria:**

This task is complete when Tiburon certifies that the three pilot workstations or mobiles have been installed with attendance of Client staff. The installation, testing, and demonstration of client software operating on more than three (3) is not required for task completion. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

## **TASK 14      APPLICATION SOFTWARE FUNCTIONAL DEMONSTRATION**

### **Task Description:**

Tiburon will demonstrate Tiburon Application software functionality in accordance with the ATD(s).

### **Tiburon Responsibilities:**

- a. Conduct a functional demonstration of the Tiburon Application(s) at the Client facility.

### **Client Responsibilities:**

- a. Provide workstations to support Tiburon's functional demonstration(s).
- b. Witness the functional demonstration(s).
- c. Ensure workstations running Tiburon Application(s) are located at each workspace and have access to the following:
  - Client's system
  - Print services

### **Completion Criteria:**

This task is complete when Tiburon Application software functions have been demonstrated to operate in accordance with the ATD(s). Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

**TASK 15 TIBURON APPLICATION TRAINING**

**Task Description:**

Training will be conducted at a Client facility. All training courses will be conducted Tuesday through Friday between the hours of 0800 and 1700. On scheduled training weeks, Monday’s shall be reserved for Tiburon staff travel and onsite prep. Exceptions will be made for any training sessions with a duration of 40 hours, which will be conducted Monday – Friday. Training on the Tiburon Applications will not commence until the application software functional demonstration is complete.

Application Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD Combined Dispatcher/Calltaker Training – Train the Trainer	40	10	1
CommandCAD Supervisor Training – Train the Trainer	4	10	1
CARS Data Warehouse Training	16	6	1
MobileCOM Application Training – Train the Trainer	4	10	2
LawRECORDS Training – Train the Trainer	64	10	2**
JailRECORDS Training – Train the Trainer	64	10	1

\*\*If mutually agreed, such training shall be performed over two (2) consecutive sessions.

**Tiburon Responsibilities:**

For each of the training courses described above, Tiburon will:

- a. Provide training in accordance with a mutually agreed to schedule.
- b. Training will be planned for session duration hours as listed above. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.
- c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.

**Client Responsibilities:**

For each of the training courses described above, the Client will:

- a. Assign personnel with basic Windows software skills to receive training. Number of course attendees shall not exceed the class sizes listed in the above tables.

- b. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and for the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.
- c. Provide one (1) set of training materials for each student.
- d. Provide end-user training for all remaining Client personnel in accordance with the project schedule
- e. Provide a Change Management Plan to Client personnel that outlines necessary changes and decisions for operational and functional needs related to this project.
- f. Provide needed refresher or remedial training necessary to ensure Client personnel are able to retain information received through this task.

**Completion Criteria:**

This task is complete when Tiburon has provided all of the scheduled training. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **TASK 16      SYSTEM INTEGRATION DEMONSTRATION**

### **Task Description:**

Demonstrate system interoperability between Tiburon Applications and Tiburon interfaces as listed in Attachment A.1

### **Tiburon Responsibilities:**

- c. Demonstrate system interoperability.
- d. Resolve any discrepancies discovered during the demonstration.

### **Client Responsibilities:**

- a. Conduct testing and verify system interoperability.
- b. Document any discrepancy in system interoperability discovered during the demonstration.

### **Completion Criteria:**

This task is complete when Tiburon has conducted the interoperability demonstration. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where demonstration is delayed through no fault of either the Client or Tiburon, the Client shall authorize the demonstration of the integration function at a later date. **Such rescheduling of interface demonstrations shall not delay the scheduled go-live or any subsequent tasks unless County determines that core or mission critical functionality is potentially at risk**

## **TASK 17      FINAL DATA CONVERSION**

### **Task Description:**

Final conversion of the Client's data files will be accomplished in accordance with the data conversion plan.

### **Tiburon Responsibilities:**

- a. Receive the Client's final data files and execute the conversion programs in accordance with the approved data conversion plan.
- b. Immediately following final data conversion, Tiburon will notify the Client that the Tiburon Application(s) is ready for cutover.

### **Client Responsibilities:**

- a. Correct any problems identified during the initial data conversion task.
- b. Provide Tiburon with access to the environment to allow access to the data files to be converted.
- c. Review resulting files, document any problems, and collaborate with Tiburon on a plan for corrective action.

### **Completion Criteria:**

This task is complete after Tiburon has delivered the final converted data. In case of errors, this task will be complete upon the Client's approval of a corrective action plan. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application for which data is converted.

## **TASK 18      CUTOVER**

### **Task Description:**

Tiburon will assist the Client in placing the Tiburon Application(s) in operational status and support the Client with onsite staff for up to five (5) consecutive days, maximum eight (8) hours per day, during Tiburon's normal business hours of 8 am and 5 pm.

The Client may wish to delay the cutover of specific subsystems or modules, but such delays will not prevent Tiburon from proceeding with subsequent tasks. Tiburon will support the cutover of those subsystems via remote access.

### **Tiburon Responsibilities:**

- a. Notify the Client when the Tiburon Application(s) is ready for live production status.
- b. Monitor the operation of the Tiburon Application(s) for up to the above contracted consecutive days. If the Client elects to delay cutover of specific subsystems or modules, Tiburon will support the cutover of those subsystems or modules via remote access.
- c. Assist Client staff in utilizing and supporting the system(s).

### **Client Responsibilities:**

- a. Begin operational use of the system(s)
- b. Execute the Client provided Change Management Plan.

### **Completion Criteria:**

This task is complete when the Tiburon Application(s) is placed in live production operation. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon Application.

## **ATTACHMENT A.1: INTERFACE DELIVERABLE LIST**

- E911 Interface
- TDD Interface
- GCIC Interface
- Netclock Interface
- Fire Station Alerting Interface
- Alpha Numeric Paging Interface
- Pro-QA Interface
- Fingerprint Interface
- Identix Interface
- Commissary Interface

**EXHIBIT "E"**  
**Subscription License Agreement**

**1. Definitions**

The following definitions apply to the terms used within this License:

**1.1. "Authorized Server"** shall mean, with respect to any Licensed Application, the server identified in the Agreement, as corresponding to such Licensed Application, or if not identified, the actual server in which the Licensed Applications are initially installed on.

**1.2. "Authorized Site"** shall mean, with respect to any Authorized Server, the address and room number identified as corresponding in the Agreement to such Authorized Server, or if not identified, the actual site in which the Authorized Server resides.

**1.3. "Derivative Works"** shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved for such Licensed.

**1.4. "Documentation"** shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Tiburon, Tiburon's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Tiburon, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

**1.5. "Enhancement"** shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application, or that is related to a given Licensed Application but offered separately by Tiburon.

**1.6. "Error"** shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning as designed.

**1.7. "License"** shall mean Licensee's rights to use the Licensed Application(s) in accordance with the terms and conditions set forth herein, which consist of Tiburon's standard licensing terms and shall supersede and apply regardless of any additional, conflicting or contradicting terms and conditions contained in Licensee's purchase order.

**1.8. "Licensed Application"** shall mean each of the Tiburon developed software applications set forth in the Statement of Work and furnished to the Licensee, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

**1.9. “Licensee”** shall mean the County

**1.10. “Maintenance Modifications”** shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the Licensed Application.

**1.11. “Object Code”** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

**1.12. “Source Code”** shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

**1.13. “Sublicensed Applications”** shall mean the software application specified in the Statement of Work developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System. In addition to the terms and conditions contained herein, Licensee’s right to use the Sublicensed Applications is strictly contingent upon Licensee’s compliance with the manufacturer’s terms and conditions. Solely in regards to Sublicensed Applications, in the event of any conflict or discrepancy between this License and the manufacturer’s terms and conditions, the manufacturer’s terms and conditions shall control.

**1.14. “System”** shall mean the Licensee’s computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

**1.15. “Tiburon”** shall mean Consultant.

## **2. Licenses and Restrictions**

**2.1. Grant of Licenses.** Subject to the conditions set forth in Section 2.2 hereof and unless otherwise set forth in the Agreement, Tiburon hereby grants to the Licensee, pursuant to the terms and conditions hereof and for the term set forth in the Agreement, a limited, nonexclusive, nontransferable license:

- (a) to use each Licensed Application, in Object Code only, on the Authorized

Server with respect thereto and at the Authorized Sites with respect thereto in the quantities licensed;

(b) to conduct internal training and testing on each Licensed Application;

(c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application;

(d) to make no more than two (2) archival copies of any Licensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices;

(e) to perform all of the above with regards to any Sublicensed Application, in accordance with and subject to the terms and conditions of the manufacturer's license agreement for such Sublicensed Application.

**2.2. Conditions to Grant of Licenses.** No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

**2.3. Restrictions on Use**

(a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Tiburon. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Tiburon's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Tiburon. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

**3. Ownership.** Except for the rights expressly granted therein pursuant to Section 2 hereof, Tiburon shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Tiburon) and the respective owners of the Sublicensed Applications shall retain all right, title and interest in and to each Sublicensed Application and all Derivative Works thereof. By this License, the Licensee hereby assigns to Tiburon any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Tiburon).

#### **4. Term and Termination**

**4.1. Effective Date.** This License shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon's receipt of written notification from the Licensee that any certification or approval of this License required by statute, ordinance, or established policy of the Licensee has been obtained.

**4.2. Term.** This License shall continue in effect until terminated as set forth in the Agreement.

**4.3. Termination.** Tiburon may terminate this License if the Licensee breaches any provision of this License, or upon conclusion of the applicable subscription period. Additionally, if Client's account is past-due (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Tiburon reserves the right to suspend the subscription provided to Licensee, until such amounts are paid in full at which time the subscription will be restored. In the event Licensee breaches any provision herein, Tiburon may terminate the license upon providing notice and a reasonable opportunity to cure the breach.

**4.4. Effect of Termination.** Upon termination of this License for breach of contract pursuant to paragraph 4.3 above, and in addition to all other available remedies, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this License, (a) the Licensee shall return to Tiburon, within ten (10) business days of such termination, all Tiburon Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to

Tiburon, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of the Licensed Applications and the Sublicensed Applications has been discontinued.

## **6. Miscellaneous**

**7.1. Relationship.** The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into Licenses of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

**7.2. No Rights in Third Parties.** This License is entered into for the sole benefit of the Tiburon and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this License shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this License to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this License.

**7.3. Entire License.** This License sets forth the final, complete and exclusive License and understanding between Tiburon and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this License and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Licensee unless specifically set forth in this License.

**EXHIBIT “F”**  
**Maintenance and Support Guidelines**

**A. Technical Support Services**

Consultant's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Customers.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Customer Quotation.

Additionally, Customer is eligible for two (2) upgrades, one (1) to be provided during the Initial Term as mutually agreed and one (1) during the Renewal Term as mutually agreed, which shall include all associated Consultant software, training and implementation at no additional cost. The services and licenses for third party products and services to provide the upgrade will be quoted at time of upgrade. The upgrades provided hereunder are for Tiburon's baseline applications and does not include Customer's custom features and functionality, if any. Throughout the performance of any upgrade, Customer must remain a current Consultant support customer.

**B. Help Desk Service**

The Help Desk service includes technical support on products purchased from Consultant including Consultant licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Customers for all P1 Consultant product issues. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues. All other issues will be handled during normal business hours.

High priority issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Consultant's Customers.

For urgent and high priority tickets (see Table A), Customers are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following numbers (please call the numbers in descending order first):

877.445.2110 (toll free)  
925.621.2720 (direct)  
510.579.4609 (backup cell #1)  
510.579.17147 (backup cell #2)

For routine and lower priority tickets (see Table A), Customers are encouraged to send an email to [support@tiburoninc.com](mailto:support@tiburoninc.com) which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Consultant has received the Customer’s email. A Help Desk representative will contact the Customer with a ticket # and status within the timeframes defined in the SLA (see below for details).

**C. Help Desk Call Taking Process**

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only ‘closed’ by Consultant upon positive confirmation from the Customer.

**D. Table A: Ticket Priorities and the Service Level Agreement (SLA)**

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

<b>PRIORITY</b>	<b>PRIORITY DEFINITION</b>	<b>SLA FOR CALL BACK BY TECHNICAL SPECIALIST WITHIN</b>
<b>(1) URGENT</b>	<u>Severe Operational Impact:</u> The system is not operational or the Customer’s operation is severely impaired.	<b>30 MINUTES</b>
<b>(2) HIGH PRIORITY</b>	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer’s normal operation but essential services are still supported.	<b>24 HOURS</b>
<b>(3) LOW</b>	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	<b>AS AGREED WEEKLY</b>
<b>(4) INQUIRY</b>	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	<b>AS AGREED WEEKLY</b>

**E. Product Specialist and Training Services**

Customer may contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

**F. Customer Responsibilities**

(a) **Technical Service Tickets** The Customer shall provide all information requested by Consultant necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.

(b) **Remote Access** The Customer will facilitate high speed 512Kbps or greater remote VPN access for Consultant to access the servers and workstations at the Customer Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Consultant. Consultant personnel will require local administrative control of all servers and workstations involved in Consultant implementation. In addition, Consultant requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Consultant technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Consultant's request to halt any System functionality shall require the Customer's appropriate management approval. Consultant shall not perform any service-affecting activity without informing the Customer's appropriate management in advance and receiving proper authorization.

Consultant recognizes the need for security of remote access facilities. Consultant shall work within the Customer's security guidelines whenever possible. If the Customer's remote access facility is dysfunctional, Consultant shall not be held liable for response times.

Consultant shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Consultant shall use the data connection solely in connection with the provision of its services hereunder. The Customer may be required to run tests deemed necessary by Consultant following each remote access as requested by Consultant.

(c) **Access** The Customer shall provide Consultant's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Customer shall ensure that maintenance and back-up activities relating to the Consultant proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records pursuant to the County's retention policy and Federal and State laws and running reports and assisting in the performing diagnostics, are timely carried out.

- (e) **Data Input** The Customer shall enter, update and maintain the input data as required for satisfactory operation of the Consultant proprietary software, and be responsible for the accuracy of all Customer-provided data.
- (f) **Third-Party Product Support** Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Consultant, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Consultant to request support services there under on the Customer's behalf.
- (g) **System Security** The Customer shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.
- (h) **System Change, Alteration, or Modification** The Customer shall ensure that, with respect to the Consultant proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Customer shall ensure that each authorized site conforms in all respects to the site specifications as required by Consultant. The Customer shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Consultant; provided, however, that said consent is not intended to constitute in any manner Consultant's approval, certification, endorsement, or warranty of the System configuration or System performance.
- (i) **Database Administration Change Authorization** Customer shall maintain a system to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Consultant's Technical Support Services department. Database administration shall be in compliance with Consultant provided guidelines. Consultant cannot assist Customer personnel other than those on the most current authorization list.
- (j) **Authorized Customer Representative** The Customer shall designate, in a written notice a single individual to act as the Customer's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Customer's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Customer's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Consultant's services under these Maintenance and Support Guidelines. The Customer may change the individual designated hereunder by providing Consultant advance written notice designating the new individual authorized to act as the Customer Representative.
- (k) **Technical Support Coordinators** The Customer shall designate, in a written notice one or more individuals to act as the Customer's technical support coordinator (a "Technical Support Coordinator"). The Customer shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Consultant proprietary software and System training and shall otherwise be familiar with the Consultant proprietary software and the System. The Customer shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle

operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Consultant to aid Consultant in performing its services hereunder. The Customer may change any individual designated hereunder by providing Consultant with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Customer shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Consultant proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Consultant proprietary software applications, the Customer shall provide Consultant a listing of command input, resulting output and any other data, including databases and back-up systems, that Consultant may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

#### **G. Exclusions to Technical Support Services**

The following services are outside the scope of the Technical Support Services provided by Consultant and may result in additional charges, on a time and material basis:

(a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;

(b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;

(c) Repair of problems caused by the use of the System for purposes other than for which it is designed;

(d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Consultant's prior approval;

(e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Consultant shall not be obligated to repair or replace any component of the System which has not been installed by Consultant or a Consultant authorized technician;

(f) Removal, relocation and/or reinstallation of the System or any component thereof;

- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Consultant and explicitly covered by a Consultant warranty or maintenance program.

Exhibit “G”  
State of Georgia  
County of Cherokee  
**Service Level Agreements**

Problem Severity Levels—the following table defines the Consultant’s applications maintenance services severity levels and contains call back expectations. Priority levels of individual service requests are not to be changed without written agreement between the parties,

**Table 1.1 Applications Maintenance Service Level Severity Levels Defined**

<b>PRIORITY</b>	<b>PRIORITY DEFINITION</b>	<b>SLA FOR CALL BACK BY TECHNICAL SPECIALIST WITHIN</b>
<b>(1) URGENT</b>	<u>Severe Operational Impact:</u> The system is not operational or the Customer’s operation is severely impaired.	<b>30 MINUTES</b>
<b>(2) HIGH PRIORITY</b>	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer’s normal operation but essential services are still supported.	<b>24 HOURS</b>
<b>(3) LOW</b>	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	<b>TO BE HANDLED AND PRIORITIZED DURING WEEKLY CLIENT LIAISON CALL</b>
<b>(4) INQUIRY</b>	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	<b>TO BE HANDLED AND PRIORITIZED DURING WEEKLY CLIENT LIAISON CALL</b>
<b>End of Table</b>		

H. \*\* Tiburon will assign a Client Liaison who will be responsible for on-going Client interactions. This position will serve in a client advocacy role including management and oversight of client TSR prioritization and resolution. The Client Liaison will work with Tiburon’s TASC staff to conduct the necessary data research and validation required to resolve Client reported issues. The process will include verification of TSR data for completeness and accuracy, prioritizing cases to ensure that schedules are set based upon client needs, and follow-up with assigned Tiburon and Client resources, including key Client contacts, to ensure resolution. Tiburon agrees to schedule weekly calls between the County and Client Liaison for the purposes described above. Throughout the term of this Agreement, the material responsibilities set forth above will be carried out.

**Exhibit H**  
**2013 Labor Rates**

<b><u>Title</u></b>	<b><u>Hourly Billing Rate</u></b>
<b>Project Manager</b>	<b>\$150.00**</b>
<b>Engineer</b>	<b>\$130.00**</b>
<b>Trainer</b>	<b>\$100.00**</b>

\*\* The hourly rates above are subject to an annual increase of three percent (3%).

Cherokee County, Georgia  
Agenda Request

2.10

SUBJECT: 1<sup>st</sup> Amendment to ARC FY2013 Budget MEETING DATE: January 8, 2013

SUBMITTED BY: Nathan Brandon – Director Senior Services

COMMISSION ACTION REQUESTED: Review and approve the 1<sup>st</sup> Amendment to the ARC FY2013 budget contract.

FACTS AND ISSUES: Cherokee County received a reduction of State and Federal funds in NSIP (Nutrition Services Incentive Program). Federal funding was reduced from \$42,405 to \$24,556. State funding was reduced from \$15,705 to \$9,100. An adjustment in the number of persons served in the areas of Congregate Meals-Individual, Home Delivered meals-Individual and Homemaker-Individual has been made to accommodate this funding change. These changes do not result in any change in County portion of the budget.

BUDGET:

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

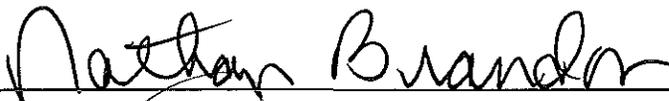
Budget Adjustment Necessary: See Attachments

ADMINISTRATIVE RECOMMENDATION:

Approve and sign the attached budget transfer/amendment form.

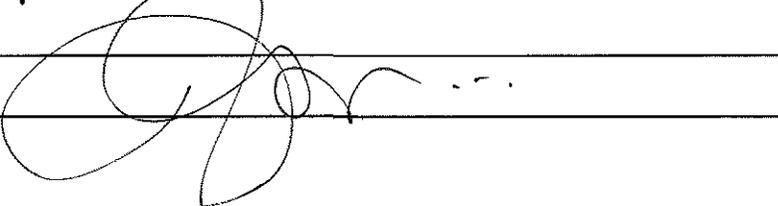
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:



ARC Contract  
No. AG1300.1

FIRST AMENDMENT OF AGING SUBGRANT CONTRACT

THIS AGREEMENT, entered into as of this 1<sup>st</sup> day of October 2012 by and between Cherokee County (hereinafter referred to as the "Subgrantee"), and the Atlanta Regional Commission (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, the parties hereto did enter into a subgrant contract dated July 1, 2012 in which the Subgrantee agreed to perform certain professional services for ARC and ARC agreed to compensate the Subgrantee for the performance of such services, all as more fully set in said contract;

WHEREAS, the parties wish to amend said contract in certain respects as set forth herein below.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

1. Pages A-1 through A-4, each labeled *SFY: 2013*, are hereby deleted in their entirety and replaced with Pages A-1 through A-4, each labeled *SFY: 2013 Amendment 1*, copies of which are attached hereto.
2. Pages B-5 and B-6, each labeled *7/1/2012*, are hereby deleted in their entirety and replaced with Pages B-5 and B-6, each labeled *Amendment 1*, copies of which are attached hereto.

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Subgrantee and ARC have hereunto agreed effective as of the date above written,

ATTEST:

\_\_\_\_\_

CHEROKEE COUNTY

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



ATLANTA REGIONAL COMMISSION

\_\_\_\_\_  
Director

ATTEST:

By: \_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chair

**DHS - Division Of Aging Services**  
**Area Plan - Provider Service Detail**

SFY: 2013 Amendment 1

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Caregiver

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
<b>HCBS-Caregiver-Group</b>									
	OAA Title III E-Family Caregiver Support	\$22,000	1.00%	410	\$0.00	36.00	\$0.00	\$53.66	\$611.11
<b>Totals for HCBS-Caregiver-Group:</b>		<b>\$22,000</b>		<b>410</b>		<b>36.00</b>	<b>\$0.00</b>	<b>\$53.66</b>	<b>\$611.11</b>
<b>HCBS-Homemaker-Ind</b>									
	CBS - Respite Care State	\$22,275	1.00%	33	\$25.00	891.00	\$22,275.00	\$675.00	\$25.00
<b>Totals for HCBS-Homemaker-Ind:</b>		<b>\$22,275</b>		<b>33</b>		<b>891.00</b>	<b>\$22,275.00</b>	<b>\$675.00</b>	
<b>HCBS-Respite Care In-Home-Ind</b>									
	Alzheimer's Program, State	\$12,649	0.54%	19	\$25.00	506.00	\$12,650.00	\$665.79	\$25.00
	OAA Title III E-Family Caregiver Support	\$10,958	0.46%	16	\$25.00	439.00	\$10,975.00	\$685.94	\$25.00
<b>Totals for HCBS-Respite Care In-Home-Ind:</b>		<b>\$23,607</b>		<b>35</b>		<b>945.00</b>	<b>\$23,625.00</b>	<b>\$675.00</b>	

**Note:** This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit\*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

**DHS - Division Of Aging Services**  
**Area Plan - Provider Service Detail**

SFY: 2013 Amendment 1

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS In-Home

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
<b>HCBS-Homemaker-Ind</b>									
	CBS - HCBS State	\$33,200	1.00%	49	\$25.00	1,328.00	\$33,200.00	\$677.55	\$25.00
<b>Totals for HCBS-Homemaker-Ind:</b>		<b>\$33,200</b>		<b>49</b>		<b>1,328.00</b>	<b>\$33,200.00</b>	<b>\$677.55</b>	

**Note:** This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit\*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

**DHS - Division Of Aging Services  
Area Plan - Provider Service Detail**

SFY: 2013 Amendment 1

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Nutrition / Wellness

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
<b>HCBS-Congregate Meals-Ind</b>									
	OAA Title III C1 - Congregate Meals	\$135,751	0.77%	75	\$14.66	9,261.00	\$135,766.26	\$1,810.22	\$14.66
	Other	\$41,616	0.23%	55	\$14.66	2,839.00	\$41,619.74	\$756.72	\$14.66
<b>Totals for HCBS-Congregate Meals-Ind:</b>		<b>\$177,367</b>		<b>130</b>		<b>12,100.00</b>	<b>\$177,386.00</b>	<b>\$1,364.51</b>	
<b>HCBS-Home Delivered Meals-Ind</b>									
	AoA Nutrition Services Incentive Program (NSIP)	\$24,556	0.07%	37	\$7.00	3,508.00	\$24,556.00	\$663.68	\$7.00
	Income Tax Check-off	\$1,395	0.00%	1	\$7.00	199.00	\$1,393.00	\$1,393.00	\$7.00
	NSIP - State	\$9,100	0.03%	14	\$7.00	1,300.00	\$9,100.00	\$650.00	\$7.00
	OAA Title III C2 - Home Delivered Meals	\$147,129	0.45%	130	\$7.00	20,101.00	\$140,707.00	\$1,082.36	\$7.00
	Other	\$148,351	0.45%	109	\$7.00	21,193.00	\$148,351.00	\$1,361.02	\$7.00
<b>Totals for HCBS-Home Delivered Meals-Ind:</b>		<b>\$330,531</b>		<b>291</b>		<b>46,301.00</b>	<b>\$324,107.00</b>	<b>\$1,113.77</b>	

**Note:** This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit\*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

**DHS - Division Of Aging Services  
Area Plan - Provider Service Detail**

SFY: 2013 Amendment 1

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Service

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
<b>HCBS-Case Management-Ind</b>									
	CBS - HCBS State	\$75,001	1.00%	365	\$0.00	2,000.00	\$0.00	\$205.48	\$37.50
<b>Totals for HCBS-Case Management-Ind:</b>		<b>\$75,001</b>		<b>365</b>		<b>2,000.00</b>	<b>\$0.00</b>	<b>\$205.48</b>	<b>\$37.50</b>
<b>HCBS-Information and Assistance-Group</b>									
	CBS - HCBS State	\$7,773	0.14%	178	\$0.00	245.00	\$0.00	\$43.67	\$31.73
	OAA Title III B - Supportive Services	\$46,628	0.86%	700	\$0.00	1,472.00	\$0.00	\$66.61	\$31.68
<b>Totals for HCBS-Information and Assistance-Group:</b>		<b>\$54,401</b>		<b>878</b>		<b>1,717.00</b>	<b>\$0.00</b>	<b>\$61.96</b>	<b>\$31.68</b>
<b>HCBS-Senior Recreation-Group</b>									
	OAA Title III B - Supportive Services	\$19,311	1.00%	900	\$0.00	46.00	\$0.00	\$21.46	\$419.80
<b>Totals for HCBS-Senior Recreation-Group:</b>		<b>\$19,311</b>		<b>900</b>		<b>46.00</b>	<b>\$0.00</b>	<b>\$21.46</b>	<b>\$419.80</b>
<b>HCBS-Transportation-Ind</b>									
	OAA Title III B - Supportive Services	\$28,031	1.00%	340	\$5.76	4,867.00	\$28,033.92	\$83.21	\$5.76
<b>Totals for HCBS-Transportation-Ind:</b>		<b>\$28,031</b>		<b>340</b>		<b>4,261.00</b>	<b>\$28,293.04</b>	<b>\$83.21</b>	
<b>HCBS-Transportation-Voucher</b>									
	CBS - HCBS State	\$14,453	0.63%	20	\$18.47	783.00	\$14,462.01	\$723.10	\$18.47
	OAA Title III B - Supportive Services	\$8,491	0.37%	22	\$18.47	1,467.00	\$27,095.49	\$1,231.61	\$18.47
<b>Totals for HCBS-Transportation-Voucher:</b>		<b>\$22,944</b>		<b>42</b>		<b>2,250.00</b>	<b>\$41,557.50</b>	<b>\$989.46</b>	
<b>HCBS-Volunteer Develop/Opp/Service-Group</b>									
	OAA Title III B - Supportive Services	\$4,951	1.00%	66	\$0.00	3,944.00	\$0.00	\$75.02	\$1.26
<b>Totals for HCBS-Volunteer Develop/Opp/Service-Group:</b>		<b>\$4,951</b>		<b>66</b>		<b>3,944.00</b>	<b>\$0.00</b>	<b>\$75.02</b>	<b>\$1.26</b>

**Note:** This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit\*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

CHEROKEE COUNTY BOARD OF COMMISSIONERS  
DISTRIBUTION OF RESOURCES  
SFY 2013

SFY 2013 BUDGET	I&A Group	Senior Rec	Trans. Ind.	Trans. Voucher	Vol Dev	308AS1 Title III-B	Home-maker	Case Mgmt	I&A Group	Trans Voucher	308AC1 CBS	Home Del. Meals	308AU1 NSIP	Home Del. Meals	308AU2 NSIP State	Congregate Meals	Home Del. Meals	308AS4 Title III-C
<b>UNIT COST REIMBURSEMENT</b>																		
Cost Per Unit of Service			5.76				25.00					7.00		7.00		14.66	7.00	
Proposed Annual Units			4,867				1,328					3,508	3,508	1,300	1,300	9,261	21,019	30,280
Total Cost			28,031			28,031	33,200				33,200	24,556	24,556	9,100	9,100	135,751	147,129	282,880
In Kind																		
<b>Total Cash Unit Costs</b>			28,031			28,031	33,200				33,200	24,556	24,556	9,100	9,100	135,751	147,129	282,880
<b>NON-UNIT COST REIMBURSEMENT</b>																		
Salaries/Fringe Benefits	32,231	4,854			2,049	39,134		59,744	7,773		67,517							
Staff Mileage	450	1,000				1,450		4,000			4,000							
Volunteer Mileage/Per Diem Reimbursement																		
Space/Building Expenses																		
Computer Operations					2,000	2,000												
Equipment Maintenance								500			500							
Copy/Printing																		
Dues/Subscriptions								800			800							
Other Equipment																		
Supplies	2,500					2,500		2,000			2,000							
Postage	400					400		200			200							
Service Sub-contracts																		
Site Supplies																		
Telephone & Other Telecommunications								2,000			2,000							
Training Expenses	250					250		400			400							
Other Supply Expenses		2,740				2,740												
Service Contracts		3,000		8,491		11,491												
Reallocated Cost from UCM	10,797	7,717			902	19,416		5,357		14,453	19,810							
<b>Total Cash Non Unit Costs</b>	46,628	19,311		8,491	4,951	79,381		75,001	7,773	14,453	97,227							
<b>TOTAL BUDGET</b>	46,628	19,311	28,031	8,491	4,951	107,412	33,200	75,001	7,773	14,453	130,427	24,556	24,556	9,100	9,100	135,751	147,129	282,880
<b>FUND SOURCES</b>																		
Federal	39,634	16,312	20,851	6,710	4,208	87,715						24,556	24,556			111,988	119,448	231,436
State Match	2,331	960	1,227	396	248	5,162										6,587	7,027	13,614
Local Match																		
Cash	4,663	1,919	2,453	789	495	10,319										13,176	14,054	27,230
Non-cash																		
State							32,000	75,001	7,773	13,453	128,227			9,094	9,094			
Voluntary Client Contributions		120				120										4,000	6,600	10,600
Client Cost Share Revenue			3,500	586		4,086	1,200			1,000	2,200							
Fees/Private Pay																		
County														6	6			
<b>Total of All Fund Sources</b>	46,628	19,311	28,031	8,491	4,951	107,412	33,200	75,001	7,773	14,453	130,427	24,556	24,556	9,100	9,100	135,751	147,129	282,880

CHEROKEE COUNTY BOARD OF COMMISSIONERS  
 DISTRIBUTION OF RESOURCES  
 SFY 2013

SFY 2013 BUDGET	Caregiver Group	In-Home Respite	308AS3 Title III-E	In-Home Respite	308AA2 ALZ State	Home Del. Meals	308AT1 ITCK	Home-maker	308AC6 CBS Respite	Home-maker	Home Del. Meals	Trans. Ind.	308DCT Care Transitions	Total
<b>UNIT COST REIMBURSEMENT</b>														
Cost Per Unit of Service		25.00		25.00		7.00	-	25.00		25.00	7.00	5.76		
Proposed Annual Units		438		506	506	199	-	891		40	143	174		
Total Cost		10,958		12,649	12,649	1,395	1,395	22,275	22,275	1,000	1,000	1,000	3,000	417,086
In Kind														
<b>Total Cash Unit Costs</b>		<b>10,958</b>	<b>10,958</b>	<b>12,649</b>	<b>12,649</b>	<b>1,395</b>	<b>1,395</b>	<b>22,275</b>	<b>22,275</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>3,000</b>	<b>428,044</b>
<b>NON-UNIT COST REIMBURSEMENT</b>														
Salaries/Fringe Benefits	11,509	-	11,509	-	-	-	-	-	-	-	-	-	-	118,160
Staff Mileage	500	-	500	-	-	-	-	-	-	-	-	-	-	5,950
Volunteer Mileage/Per Diem Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Space/Building Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Computer Operations	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000
Equipment Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	500
Copy/Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues/Subscriptions	100	-	100	-	-	-	-	-	-	-	-	-	-	900
Other Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Supplies	1,320	-	1,320	-	-	-	-	-	-	-	-	-	-	5,820
Postage	400	-	400	-	-	-	-	-	-	-	-	-	-	1,000
Service Sub-contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Site Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone & Other Telecommunications	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000
Training Expenses	250	-	250	-	-	-	-	-	-	-	-	-	-	900
Other Supply Expenses	1,450	-	1,450	-	-	-	-	-	-	-	-	-	-	4,190
Service Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	11,491
Rellocated Cost from UCM	6,471	-	6,471	-	-	-	-	-	-	-	-	-	-	45,697
														-
<b>Total Cash Non Unit Costs</b>	<b>22,000</b>	<b>-</b>	<b>22,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>198,608</b>
<b>TOTAL BUDGET</b>	<b>22,000</b>	<b>10,958</b>	<b>32,958</b>	<b>12,649</b>	<b>12,649</b>	<b>1,395</b>	<b>1,395</b>	<b>22,275</b>	<b>22,275</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>3,000</b>	<b>623,652</b>
<b>FUND SOURCES</b>														
Federal	16,500	8,218	24,718							1,000	1,000	1,000	3,000	371,425
State Match	3,300	1,644	4,944											23,720
Local Match														
Cash	2,200	1,096	3,296											40,845
Non-cash														-
State				12,549	12,549	1,395	1,395	22,265	22,265					173,530
Voluntary Client Contributions														10,720
Client Cost Share Revenue				100	100									6,396
Fees/Private Pay														-
County								10	10					16
<b>Total of All Fund Sources</b>	<b>22,000</b>	<b>10,958</b>	<b>32,958</b>	<b>12,649</b>	<b>12,649</b>	<b>1,395</b>	<b>1,395</b>	<b>22,275</b>	<b>22,275</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>3,000</b>	<b>628,652</b>

**Cherokee County, Georgia  
Agenda Request**

2.11

SUBJECT: Request to Burn Acquired Structure      MEETING DATE: 12/18/2012

SUBMITTED BY: Chief Eddie Robinson, Fire/ES

---

COMMISSION ACTION REQUESTED:

Approval for Request to Burn Acquired Structure of 155 Hickory Road, Canton, Georgia 30115

---

FACTS AND ISSUES:

Cherokee County Fire and Emergency Services is seeking approval for Request to Burn Acquired Structure (see attached copies of Release and Agreements from Holly Springs) for Fire Training purposes.

---

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 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:

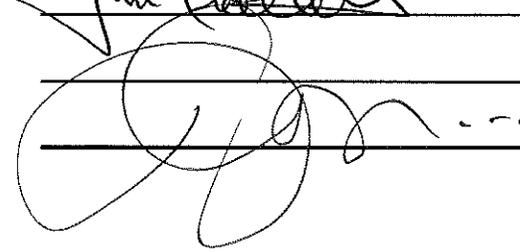
Approval of Request to Burn Acquired Structure at 155 Hickory Road, Canton, Georgia 30115

---

REVIEWED BY:

DEPARTMENT HEAD: 

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

COUNTY MANAGER 

**Mayor**  
Timothy B. Downing

**Council Members**  
Karen Barnett  
Dee Phillips  
Jeremy Smith  
Kyle Whitaker  
Michael Roy Zenchuk II



**City of Holly Springs**

Post Office Box 990  
Holly Springs, GA 30142  
www.hollyspringsga.us  
Office: 770-345-5536 - Fax: 770-345-0209

**City Attorney**  
Robert M. Dyer

**City Manager**  
Robert H. Logan

**City Clerk**  
Karen Norred

December 4, 2012

Chairman L.B. "Buzz" Ahrens  
Cherokee County  
1130 Bluff Parkway  
Canton, GA 30114

Chairman Ahrens:

Enclosed you will find two original executed Release and Agreements and the Request to Burn Acquired Structure of 155 Hickory Rd. Keep one original document for your records and please return one fully executed original document for our records to the address below:

Karen Norred  
City of Holly Springs  
P.O. Box 990  
Holly Springs, GA 30142

If you have any questions, please do not hesitate to contact me.

Sincerely,

Karen Norred  
kn

Enclosures

## Request To Burn Acquired Structure

### Fire Agency Information (Type or Print)

Date: 11.03.2012 Agency: CHEROKEE COUNTY FIRE & ES  
 Address: 150 CHATTIN DR.  
 City: CANTON Zip Code: 30115  
 County: CHEROKEE  
 Agency Head: TIM PRATHER  
 Fire Dept. Compliance Number: 789  
 Dates and times of live fire training: JAN. 10, 11, 12, 2013

### Structure Information (Type or Print)

Legal Property Owner: CITY OF HALLY SPRINGS  
 Address of the structure to be burned: 156 HICKORY RD  
 City: CANTON Zip Code: 30115  
 County: CHEROKEE  
 Estimated total square footage: 2,100 sq. ft. Number of floors: 2  
 Type of roof: ASPHALT SHINGLES TO BE REMOVED Siding: BRICK  
 Permitted landfill used for disposal training: D & D LANDFILL

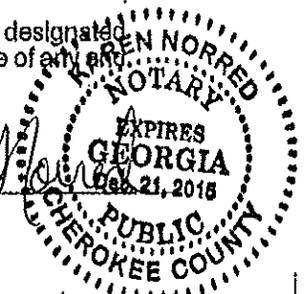
### Agreements

By the signature below I certify that I am the legal owner of the property on which the above designated structure sets. Further more I certify that I have made arrangements and will legally dispose of any and all remains of the structure after the completion of the live fire training.

Mayor Timothy B. Downing  
 Legal Property Owner  
 (Print Name)

  
 Legal Property Owner  
 (Signature)

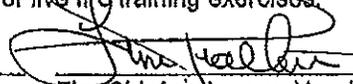
  
 Notary  
 (Seal)



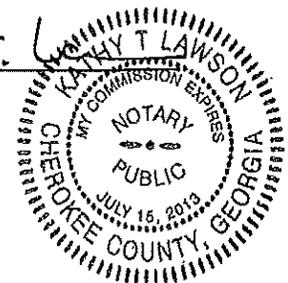
By the signature below, I certify that I am the head of the above listed agency and that I have read and agree to follow all Department of Natural Resources, Environmental Protection Division, and Air Protection Branch, recommended practices, and guidelines while utilizing the above listed acquired structure for live fire training.

Furthermore, I agree to save and hold harmless The State of Georgia and any of its agencies or authorities, and any from all liability claims, demands, causes of action and possible claims whatsoever arising out of or related to any loss, damage or injury that may be sustained by persons or property resulting from the utilization of the above listed acquired structure for live fire training exercises.

Tim Prather  
 Fire Chief or Agency Head  
 (Print Name)

  
 Fire Chief or Agency Head  
 (Signature)

Kathy T. Lawson  
 Notary  
 (Seal)



**COUNTY OF CHEROKEE**

**STATE OF GEORGIA**

**RELEASE AND AGREEMENT**

This Release and Agreement ("Agreement"), made this 3rd day of December 2012 by and between **CHEROKEE COUNTY, GEORGIA**, hereinafter referred to as "Department", and **THE CITY OF HOLLY SPRINGS**, hereinafter referred to as "Owner".

**WITNESSETH**

WHEREAS, the Department is desirous of training its firefighting members in firefighting techniques; and

WHEREAS, the undersigned Owner is desirous of destroying the Structure, as defined below, located on its property described herein; and

WHEREAS, the Owner requires a release from liability in order to accommodate said Department in its training exercises; and

WHEREAS, the Owner desire to make clear that it gives its permission to the Department to enter upon the Owner's property and conduct training activities that will likely result in the destruction of the Structure;

Now, therefore, in consideration of the mutual covenants flowing each to the other, the parties hereto agree as follows:

1.

The Department agrees to perform, and Owner consents and agrees to the Department's performance of, destructive training in a structure (the "Structure") currently planned by Owner to be demolished, and of no value, located at:

155 Hickory Road, Canton, Ga. 30115

Beginning upon execution of this Agreement until January 31, 2013, unless such date is extended or reduced by mutual written agreement of the parties hereto.

2.

The Owner herein warrants that it alone holds clear title to the Structure and its surrounding property, that there are no liens against the Structure or its surrounding property or other encumbrances of record otherwise in conflict with the demolition of the Structure by the Department as described herein, that there are no tenants of the Structure or its surrounding property, that Owner has no insurance of any type that will apply to the demolition of the Structure, and that no other persons or entities have any ownership interests whatsoever in the Structure or its surrounding property. Owner agrees that it shall make no claim under any insurance policy whatsoever with regard to the demolition of the Structure, or related activities, as contemplated by this Agreement.

3.

The Department agrees, to the extent, if any, allowed by law, to release the Owner from any damage or injury resulting from the aforesaid Department training exercises and further agrees, to the extent, if any, allowed by law, to indemnify and hold harmless the Owner from any damage or injury resulting from the aforesaid Department training exercises.

4.

The Owner further agrees to be responsible for removal and proper disposal of any and all debris remaining at or around the Structure site upon the termination of this Agreement.

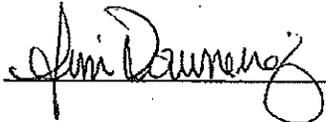
5.

Owner understands that it is the intent of the Department to burn or otherwise demolish the Structure, specifically for training purposes, and utilizing all fire-control measures as deemed necessary by personnel of the Department. Owner certifies that the Structure and surrounding property have been inspected to determine the presence of any material composed of or containing asbestos, and that any such materials found in, on, or around the Structure have been removed and disposed of in accordance with the Georgia Asbestos Safety Act and the National Emission Standards for Hazardous Air Pollutants as established by the U.S. Environmental Protection Agency. Owner further certifies that the Structure and surrounding property have been inspected to determine the presence of any other materials or conditions that are controlled or regulated in their use by an occupational or environmental agency of the State of Georgia or federal government, or that may present an unanticipated or hidden hazard to personnel or the environment in the course of the proposed training activities and demolition of the Structure, and that any such hazards have been removed, corrected, or otherwise eliminated, in compliance with all applicable laws and regulations, in preparation for said training.

In witness whereof, each of the parties hereto has duly executed this Agreement, effective this day and year, first above written.

\_\_\_\_\_  
**L.B. "BUZZ" AHRENS - CHAIRMAN**

**CHEROKEE COUNTY**



**Tim Downing, Mayor**

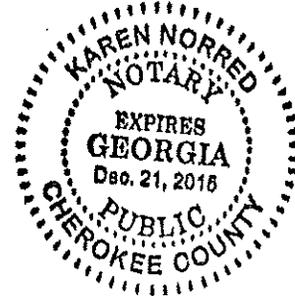
**CITY OF HOLLY SPRINGS**

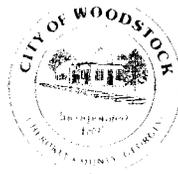
**[AFFIX CORPORATE SEAL]**

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



**NOTARY PUBLIC**





**City of Woodstock**  
**12453 Highway 92**  
**Woodstock, GA 30188**  
Website: [www.woodstockga.gov](http://www.woodstockga.gov)

---

December 12, 2012

Cherokee County Board of Commissioners  
c/o Angie Davis  
Jarrard & Davis  
105 Pilgrim Village Drive  
Suite 200  
Cumming, GA 30040

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**RE: A#060 -11 Annexation of ± 5.77**  
**Presently zoned: R-80 Cherokee County**  
**Location: 12730 Highway 92**  
**Proposed Zoning: SL-C Senior Living**

Dear Ms. Davis:

In accordance with O.C.G.A. 36-36-6, the governing authority of an annexing municipality is required to give notice of any proposed annexation to the governing authority of the County wherein the area proposed to be annexed is located. Pursuant to such requirement, the Mayor and City Council of the City of Woodstock hereby notify the Cherokee County Board of Commissioners of the proposed annexation of certain real property pursuant to O.C.G.A. 36-36-21 as follows:

**Applicant: William M. Pettit III**  
**Tax Parcel: 15N24 149B of ±5.77 acres**

A copy of the annexation application, applicant response, site plan and zoning/tax map showing the location of the property are enclosed.

Should you have any further questions please call me at 770-592-6050.

Sincerely,

Patricia D. Hart  
Zoning Administrator  
Community Development

CC: Vicki Taylor Lee

Enclosure: Application, Applicant Response, Site Plan, Zoning/Tax Map.

---

7006 3450 0002 0880 4078

**EXPERIENCE WOODSTOCK-HER HERITAGE-HER VISION**

# CITY of WOODSTOCK

## Application for Public Hearing

### Important Notes:

1. Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form. This page should be the first page of your completed application package.
2. All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages WILL NOT BE ACCEPTED.
3. Please contact the Zoning Administrator in the Community Development Department at 770.592.6039 if you have any questions regarding the application package, this application or the public hearing process.

Contact Person: Joel Barker Phone: 770-778-9133

### Applicant's Information:

Name: William D. Pettit, III  
Address: 1938 Fairview Ave E, Suite 100 Phone: 206-676-5300  
City, State, Zip: Seattle, WA 98102 Fax: \_\_\_\_\_

### Property Owner's Information:

same as above

Name: Rachel M. Smith  
Address: 12730 Hwy 92 E Phone: 770-926-6595  
City, State, Zip: Woodstock, GA 30188 Fax: \_\_\_\_\_

### Requested Public Hearing (check all that apply):

Annexation

Rezoning

Variance

Comprehensive Plan Amendment

Other: \_\_\_\_\_

#### STAFF USE ONLY:

Case: A # 061-12  
Received by: Pats Hart  
Fee Paid: \$ N/A per City Manager  
Date: 12.7.12

#### PUBLIC HEARING SCHEDULE:

Public Input Meeting: \_\_\_\_\_  
Planning Commission: 2.7.13 @ 7PM  
Board of Appeals: N/A  
City Council: 2.25.13 @ 7PM  
Other: DPC

**Property Information:**

Location: 12730 Hwy 92 E, Woodstock, GA 30188

Parcel Identification Number(s) (PIN): 15-1176-0121 Total Acreage: 5.77

Existing Zoning of Property: R80 Future Development Map Designation: T4-Neighborhood Living  
N.East - GC

Adjacent Zonings: North Light GC South R2-SFR SEast OSI West GC

Applicant's Request (Itemize the Proposal): Annexation & Rezoning  
Senior Living Community (SL-C) For Assisted Living & Memory Care Community

150 Units - 100% Assisted Living 76 Parking Spaces

Variance- 7.746 Front Build Line moved back away from Hwy 92

Variance-7.746.3 Parking to be allowed in front as a Hwy 92 road noise buffer & conform to adjacents.

Proposed Use(s) of Property:

Senior Assisted Living & Memory Care Community

**Infrastructure Information:**

Is water available to this site?  Yes  No Jurisdiction: Cherokee County

How is sewage from this site to be managed?  
Cherokee County

Will this proposal result in an increase in school enrollment?  Yes  No

If yes, what is the projected increase? N/A students

Proposed Use(s)	# of units	Multiplier	Number of Students
Single Family (Detached) Home	N/A	0.725	
Multi Family (Attached) Home	N/A	0.287	

---

## APPLICANT RESPONSE STATEMENT ANNEXATIONS AND REZONINGS

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to an annexation and/or rezoning, please respond to the following standards in the form of a written narrative:

1. Explain the intent of the requested zoning.  
Build a 100% Assisted Living & Memory Care Neighborhood Community
2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property. 3 sides (N,E,W) are all GC & OSI  
South side is R2-SFR which our residential community is designed to compliment.
3. How the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property. Ours community will only enhance. The elderly parents of the adjacent neighborhood will live in our community. Our residents can walk to the restaurants & retail.
4. Whether the property to be affected by a proposed zoning has a reasonable economic use as currently zoned. No. It is very unlikely a SFR neighborhood would want to be built adjacent to HWY 92 with 34,000/day cars/semi-truck noises passing by.
5. Whether the proposed zoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.  
No. Over half of our residents can't drive. We have shuttle buses. 6-12 employees/shift.
6. Whether the proposed zoning is in conformity with the policy and interest of the land use plan. Yes. We are a Commercial Residential Neighborhood Community.
7. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed zoning.  
The car/semi-truck traffic counts are growing every year on HWY 92 and that trend would support a Senior Assisted Living Community. Our community would serve as a noise buffer for the SFR neighborhood south of us. The average age of residents is 83 years old. The majority of our Assisted Living residents cannot drive anymore and can walk to the restaurants, retail, banks and businesses nearby for exercise. We also have our own shuttles for them, but we highly encourage exercise to encourage independence as much as possible.

---

## **APPLICANT RESPONSE STATEMENT VARIANCES**

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to a variance, please respond to the following standards in the form of a written narrative:

1. Explain requested variance.  
See Attached.
2. How any special conditions and circumstances existing on the property which are peculiar to the land, structure(s) or building(s) involved and which are not applicable to other lands, structure(s) or building(s) in the same district.  
See Attached.
3. How the literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of right commonly enjoyed by other properties within the same district under the terms of the Zoning Ordinance.  
See Attached.
4. How the special conditions and circumstances do not result from the actions of the applicant.  
See Attached.
5. How granting of the variance requested will not confer on the applicant any special privileges that is denied by the Zoning Ordinance to other lands, structure(s) or building(s) in the same district.  
See Attached.
6. How no non-conforming use of neighboring lands, structures, or buildings in the same district and not permitted or non-use of lands, structure(s) or building(s) in other districts shall be considered grounds for issuance of a variance.  
See Attached.
7. Explain how this requested variance is the minimum necessary that will allow the reasonable use of the land, structure(s) or building(s).  
See Attached.
8. Explain how, if granted, this requested variance will be in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, surrounding properties or otherwise detrimental to the public welfare.  
See Attached.

**Traffic Generation:**

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? 45 trips

Code	Land Use(s)	# of units*	Daily Trip Ends	Number of Trips
210	Single Family Home/Townhome	N/A	9.57	
220	Apartment		6.63	

\* A unit for residential purposes is equal to one residential unit. For commercial/industrial uses it is defined in the ITE table, but most often is equal to 1,000 square feet of floor area for the use specified.

**Authorization:**

Upon receipt of the completed application package, the Community Development Department shall notify the applicant of scheduled dates, times, and locations of the public meetings/hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, William D. Pettit, III, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 6<sup>th</sup> day of December, 2012.

Print Name William D. Pettit, III

**Traffic Generation:**

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? 45 trips

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This 6<sup>th</sup> day of December, 2012.

Print Name William D. Pettit, III

Attached Responses to:

## **Applicant Response Statement - Variance**

1. To provide a “noise and safety buffer” from Hwy 92 and allow parking in the front of the facility.
2. 34,000 Cars/Trucks per day on Hwy 92 creates a lot of noise pollution. The adjoining and other uses along Hwy 92 are set back and have parking in the front of their respective businesses. This would maintain uniformity of all businesses and structures along 92.
3. The adjacent businesses have set backs and parking contiguous to Hwy 92.
4. Hwy 92 is a major thorough fare with predominately retail and office uses that have set backs and parking fronting Hwy 92.
5. The majority of the business in the District have parking in front of their businesses and are set back from the street.
6. This parcel lies in the overlay district with various zonings and requirements in the district. We are not familiar with other S/L zoning along Hwy 92 that have received variances nor requested any.
7. Utilization of a building set back with parking in front of the facility allows our residents, prospective residents and visitors visual and controlled access to the main lobby (business area). We would like more parking in the front, but as presented we feel would be a viable balance between our needs and the site characteristics of the adjacent businesses.
8. By allowing the variance it will cause the Seniors Facility to be in site balance/alignment with other businesses along Hwy 92 in that immediate area. Provide a “noise and Safety barrier” from Hwy 92.



**AEC**

30 West Spring Circle  
Atlanta, Georgia 30375  
Phone: (404) 525-1234  
Fax: (404) 525-5678  
E-Mail: info@aec.com

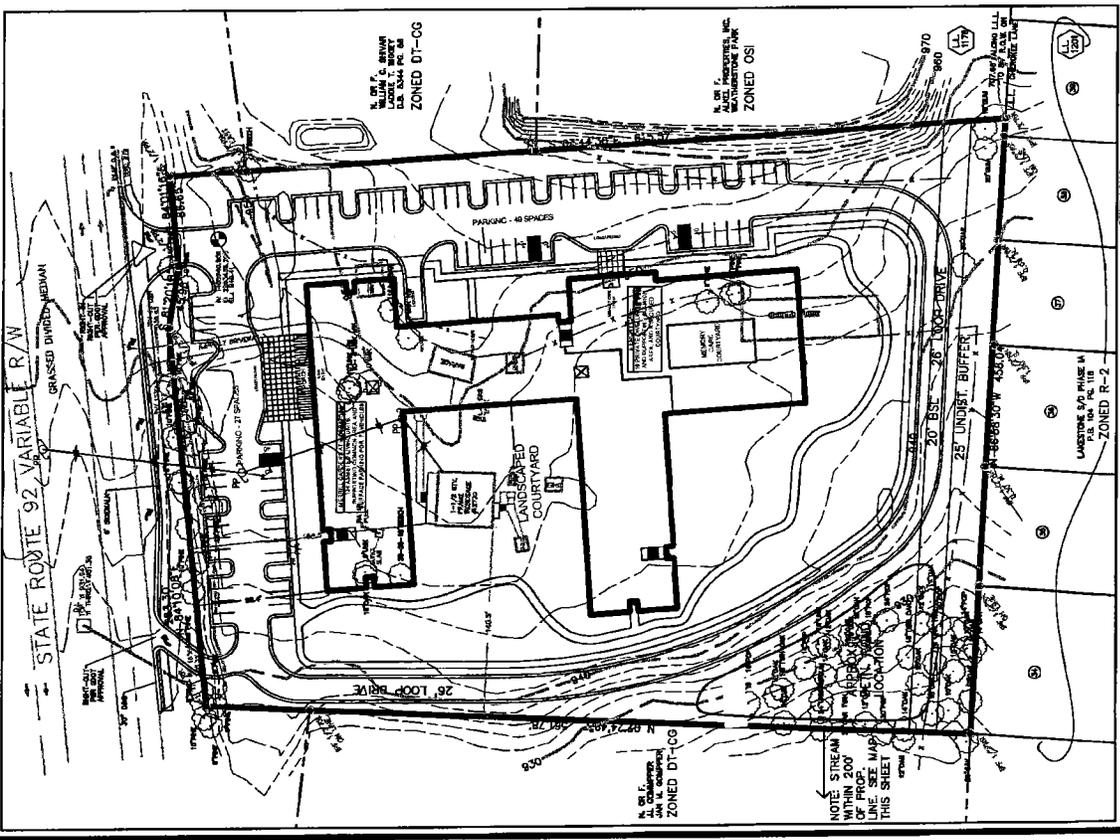
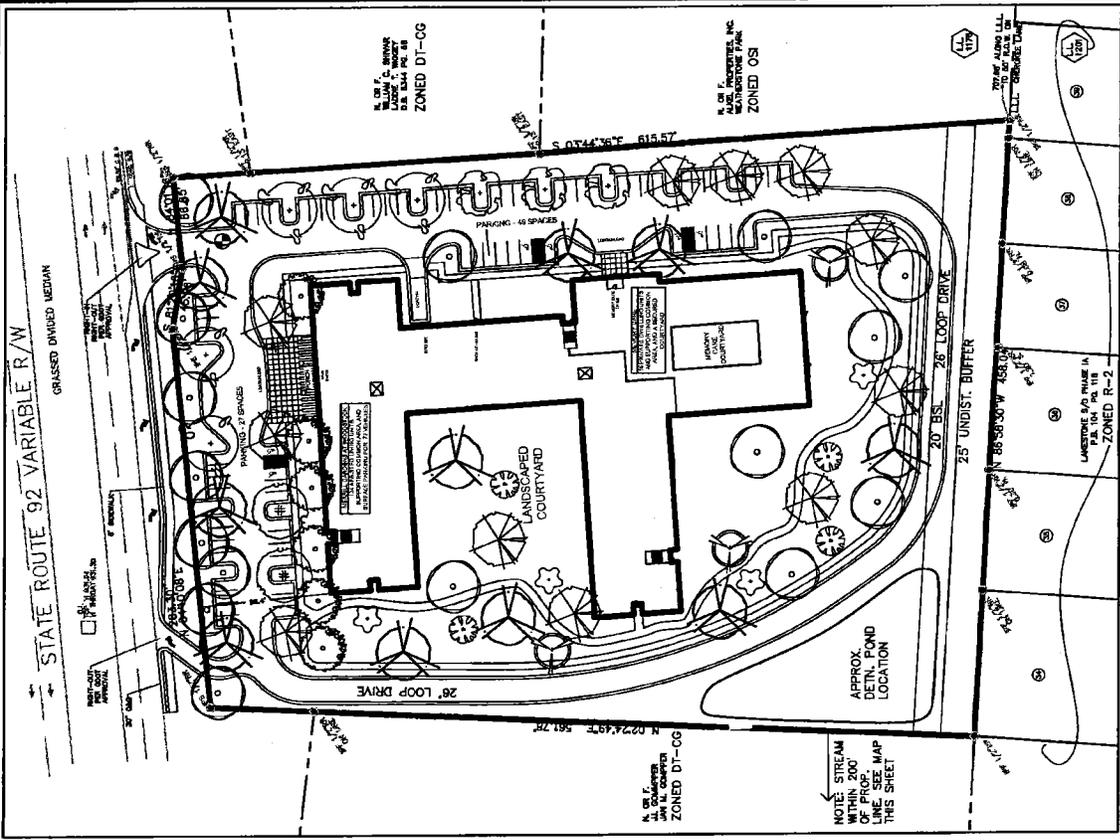
# SITE MASTER PLAN

## MERRILL GARDENS WOODSTOCK, GEORGIA

DATE	
REVISIONS	
NO.	
DESCRIPTION	

PROJECT NO. 12-3111-10  
DRAWN - RDR  
CHECKED - RDR  
DATE 12-1-12

### RZ-1



**APPLICANT/DEVELOPER**  
 WILLIAM D. PETTIT, III  
 1838 FAIRVIEW AVE. E. STE. 100  
 SEATTLE, WA 98102  
 Local Contact: Joel Barker  
 770-778-9133

**APPLICANT'S REQUEST:**  
 1. REZONED TO SL-C AND ANNEXED INTO WOODSTOCK.  
 2. 150 UNITS - 100% ASSISTED LIVING.  
 3. VARIANCE TO 7.746 - FRONT BUILD LINE MOVED BACK AWAY FROM HWY 92 TO 84.6'.  
 4. 6.5 HC SPACES PER UNIT.  
 5. 0.5 SPACES/UNIT.  
 6. NO FLOODPLAIN PER FEMA MAP.

**SETBACKS**  
 FRONT (BUILD TO LINE) - 5' MIN. 10' MAX  
 REQUEST - 96.4'  
 SIDE - N/A  
 REAR - 20' (OFF BUFFER)  
 PARKING - 76 SPACES PROVIDED (INC. 6 HC SPACES)  
 0.5 SPACES/UNIT  
 NO FLOODPLAIN PER FEMA MAP

**SITE DATA:**  
 5.77 ACRES  
 UNINCORPORATED, CHEROKEE CO.  
 REQUESTING ZONING, SL-C USE, LIVING COND.  
 REQUESTING ANNEXATION INTO CITY OF WOODSTOCK  
 USE - ASSISTED SENIOR LIVING & MEMORY CARE  
 150 DWELLING UNITS TOTAL

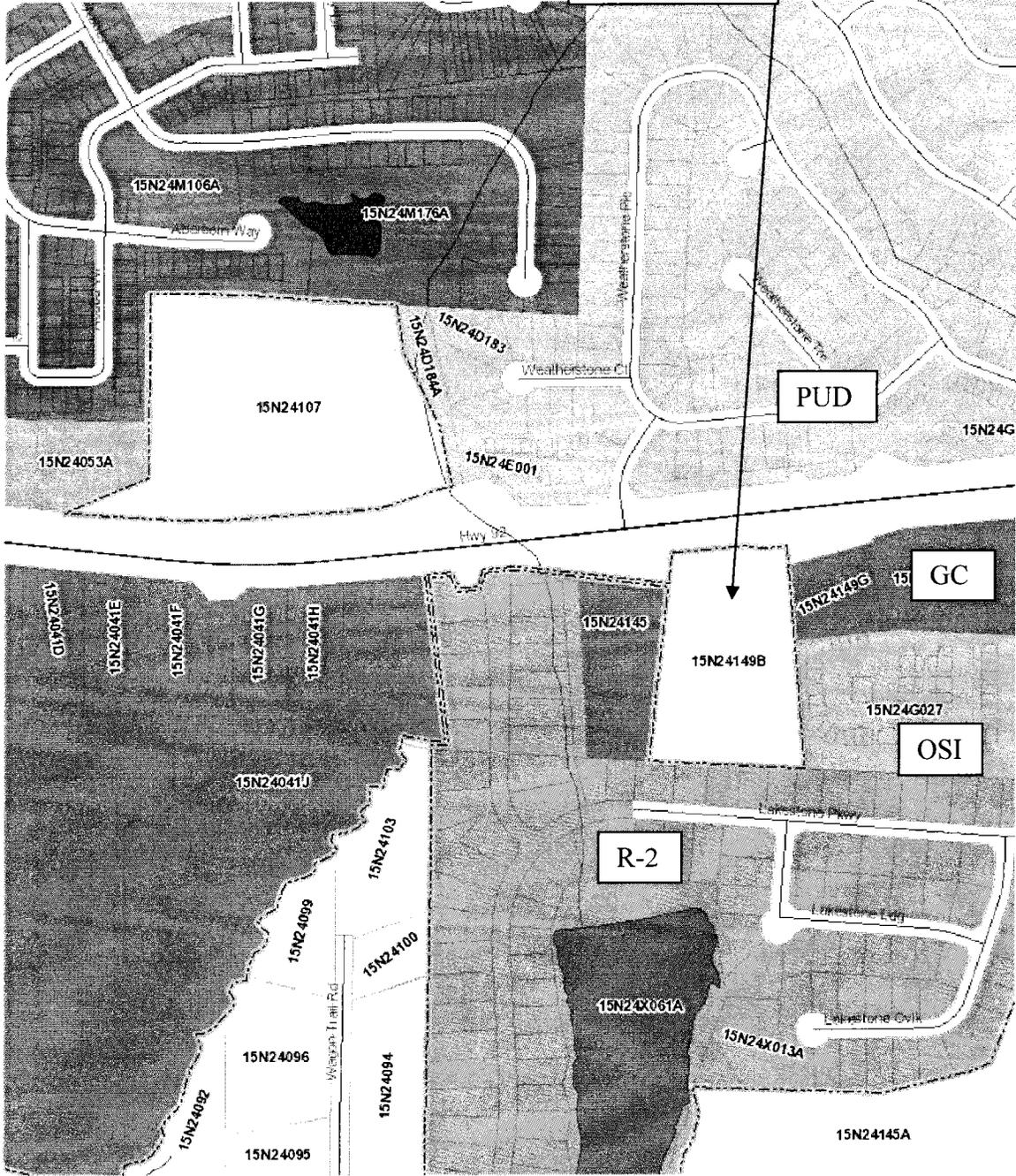
**NOTE:** STREAM WITHIN 200' OF PROPOSED BUILDING LINE. SEE MAP OF THIS SHEET FOR LOCATION.

**NOTES:** STREAM WITHIN 200' OF PROPOSED BUILDING LINE. SEE MAP OF THIS SHEET FOR LOCATION.

**APPLICANT'S REQUEST:**  
 1. REZONED TO SL-C AND ANNEXED INTO WOODSTOCK.  
 2. 150 UNITS - 100% ASSISTED LIVING.  
 3. VARIANCE TO 7.746 - FRONT BUILD LINE MOVED BACK AWAY FROM HWY 92 TO 84.6'.  
 4. 6.5 HC SPACES PER UNIT.  
 5. 0.5 SPACES/UNIT.  
 6. NO FLOODPLAIN PER FEMA MAP.



15N24 149B



# CHEROKEE COUNTY

## PUBLIC HEARINGS AND PARTICIPATION

In accordance with law and policy, the Cherokee County Board of Commissioners frequently conducts Public Hearings on a number of matters and issues. These Public Hearing rules are intended to ensure that the public has the opportunity to participate fairly in the meeting while promoting the orderly, efficient, and effective flow of the meeting.

### **Policies and Procedures for Conducting Public Hearings**

1. The Chairman shall announce the Public Hearing and call for motion and a second to open the Public Hearing; once approved by a vote of the majority, the Chairman will announce that the Public Hearing is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chairman shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chairman shall also inform the public that comments will only be received from the podium.
2. Members of the public who wish to speak must sign up on the form provided prior to the commencement of the Public Hearing. Members of the public are expected to adhere to the rules of decorum outlined herein and in the Civility Code and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.
3. **Time.** Proponents and opponents are allowed fifteen (15) minutes per side to present data, evidence, and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. No petition shall be the subject of more than one (1) public hearing before the Board of Commissioners regardless of the number of times final action is deferred by the Board, unless a simple majority of members of the Board of Commissioners vote to conduct such additional public hearings. Speakers will be called as they appear on the sign up form. Additional time may be allotted for either side at the Board's discretion and upon a simple majority of affirmative votes of the Board. Clerk's Note: State Law Mandates that the time be at least 10 minutes per side. (O.C.G.A. § 36-66-5)
4. Once the Public Hearing has concluded, the Chairman shall so announce and call for a motion and a second to close the Public Hearing; after an affirmative vote by a majority of the Board, the Board may convene into regular session to make its decisions.
5. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, or unless the Board, by a simple majority of affirmative votes, has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.
6. Public Hearings will be advertised in the newspaper of general circulation (County's Legal Organ), at least 15 days, but no more than 45 days prior to the date of the hearing.
7. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law. Any amendment to these rules of order by a Commission Member shall be submitted to the Clerk in writing one week before the designated meeting. The proposed amendment shall be included on the agenda for that meeting and distributed to all Board Members. All amendments require a simple majority of affirmative votes by the Board for adoption.
8. Public Hearings are hereby required for Zoning Ordinance modifications; adoption of the annual budget; setting of the millage rate; and other matters as required by State law or at the request of the Cherokee County Board of Commissioners.

STATE OF GEORGIA  
COUNTY OF CHEROKEE COUNTY

CHEROKEE COUNTY BOARD OF COMMISSIONERS  
POLICY NO. 03- P- 01

PUBLIC COMMENT POLICY

In 1999, the Cherokee County Board of Commissioners established a public input policy, to welcome citizen comment and attendance. The following is a revised edition of that policy. The original Policy No. 99-P-1 is hereby rescinded.

(1)

The Cherokee County Board of Commissioners does hereby establish a policy that “**Public Comment**” is invited and encouraged. However it must be made known that the Cherokee County Board of Commissioners will not participate in a public debate regarding any item of public comment.

(2)

Therefore, it is the policy of Cherokee County that time for public comment will be set aside for each regularly scheduled meeting. **If the item you wish to speak about is on the agenda, it will be at the discretion of the Board as to whether you will be allowed to speak.**

(3)

At both regular meetings, a fifteen (15) minute period, after the approval of the minutes of the previous meeting, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated area on a sign up sheet provided before the meeting, giving their name and the topic of interest; the number of citizens appearing will be limited to five (5) on a first come first-served basis and will be limited to three (3) minutes per presentation. Their comments must be limited to their chosen topic. Only items pertaining to County business may be brought before the Board. The speaker is required to state their name and location in the County and whether he/she is speaking for himself/herself or for another.

(4)

Any person or persons, organization or group wishing to be put on the agenda and address the Board of Commissioners during a public appearance at which either official action will be considered or requested are required to submit a written request to their Post Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.

(5)

Members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commissioners during public comment. All remarks shall be made to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.

(6)

A person may be barred from further speaking before the Commission in that meeting if his/her conduct is deemed out of order; a person, once barred for improper conduct, shall not be permitted to continue or again address the Commission in that meeting unless a majority vote of the Commission allows; in the event a speaker thus barred fails to obey the ruling, the Chair may take such action as is deemed appropriate. The Chairman may bar a person from addressing Commission meetings for up to thirty (30) days for improper conduct

As revised this 6th day of May, 2003.

## MISSION STATEMENT



The CHEROKEE COUNTY Board of Commissioners is dedicated to providing a " Superior Quality of Life " for its residents.

### **OUR GOAL:**

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

### **OUR PROMISE:**

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

### **OUR COMMITMENT:**

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

State-of-the-art Public Safety facilities, training, and personnel;

Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta.



## Cherokee County Board of Commissioners

### 2013 Meeting Schedule

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

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

### Cherokee County Holidays

Jan 1 – New Year’s Day  
Jan 21 – Martin Luther King Day  
May 27 – Memorial Day  
July 4 – Independence Day  
September 2 – Labor Day

November 11 – Veterans Day  
November 28 – 29 Thanksgiving  
December 24 – 26 – Christmas  
Birthday - Floating