CHEROKEE COUNTY

BOARD OF COMMISSIONERS

Work Session

February 5, 2013

3:00 p.m.

Cherokee Hall

AGENDA

1. Discussion of Regular Agenda Items.

Executive Session to Follow

FOCUS
Families of Cherokee United in Service

Cherokee FOCUS
P.O. Box 1191 Holly Springs, GA 30142
100 Hickory Circle Holly Springs, GA 30115
info@cherokeefocus.org

January 18, 2013

Jerry Cooper
County Manager
Cherokee County
1130 Bluffs Pkwy.
Canton, GA 30114

Dear Jerry,

Attached you will find a copy of the Cherokee FOCUS Annual Report for FY2012. I am also including a list of our FY2013 Board of Directors and current organizational chart. I was hoping that our CPA would have our financial review ready but it looks like it will next week. I will get that to you as soon as she has run it through the finance committee and gotten their approval.

Thank you for your support as the collaborative fiscal agent for the Family Connection grant. As you can see from our annual report we are continuing to grow and bring exciting new services to Cherokee County.

Thank you,

Sonia Carruthers
Executive Director & CEO

Cc: Konrad Ziegler
Chairman, Cherokee FOCUS Board of Directors

ph: 770-345-5483
fax: 770-704-9297
www.cherokeefocus.org

FOCUS
Families of Cherokee United in Service

Board of Directors
Fiscal Year 2013

Konrad Ziegler
Flint, Conley, & Walker
Chairman of the Board

Scott Aaronsen
Best Buy Canton Marketplace
Board Chairman Elect

Denny Rey
Home Depot Corporate
Board Treasurer/Finance Committee Chair

Jody Darby
Chattahoochee Technical College
Finance Committee

Hollie Queen
Chattahoochee Technical College
Early Childhood Coalition Chair

Dewayne Hamill & Robert Costa
Department of Juvenile Justice

Lisa Roberts
Cherokee Parent to Parent Navigator Team

Denise Bowman
Cherokee County Health Department

Bob Kovacs
Skanska

Kay Busby Wardrip
Family Solutions

Fidel Gomez
UNICO/Family Representative

Lynne Saunders
Papa's Pantry

Jon Collins
Chattahoochee Technical College
Board Vice Chairman

Nikki Raymond
Georgia H.O.P.E.
Board Secretary

Mike Zenchuck
Gallagher Benefit Services, Inc.
Finance Committee

Rob Logan
City of Holly Springs
Finance Committee

David Cannon, Jr.
Cherokee Superior Court Judge
Drug Free Cherokee Chair

Gloria Kusmik
Georgia Department of Labor

Susan White
Sequoyah Regional Library System

Kevin Williams
Chick-Fil-A

Cheryl Lewis
Highland Rivers Mental Health

Elaine Bell
Southeast Restoration

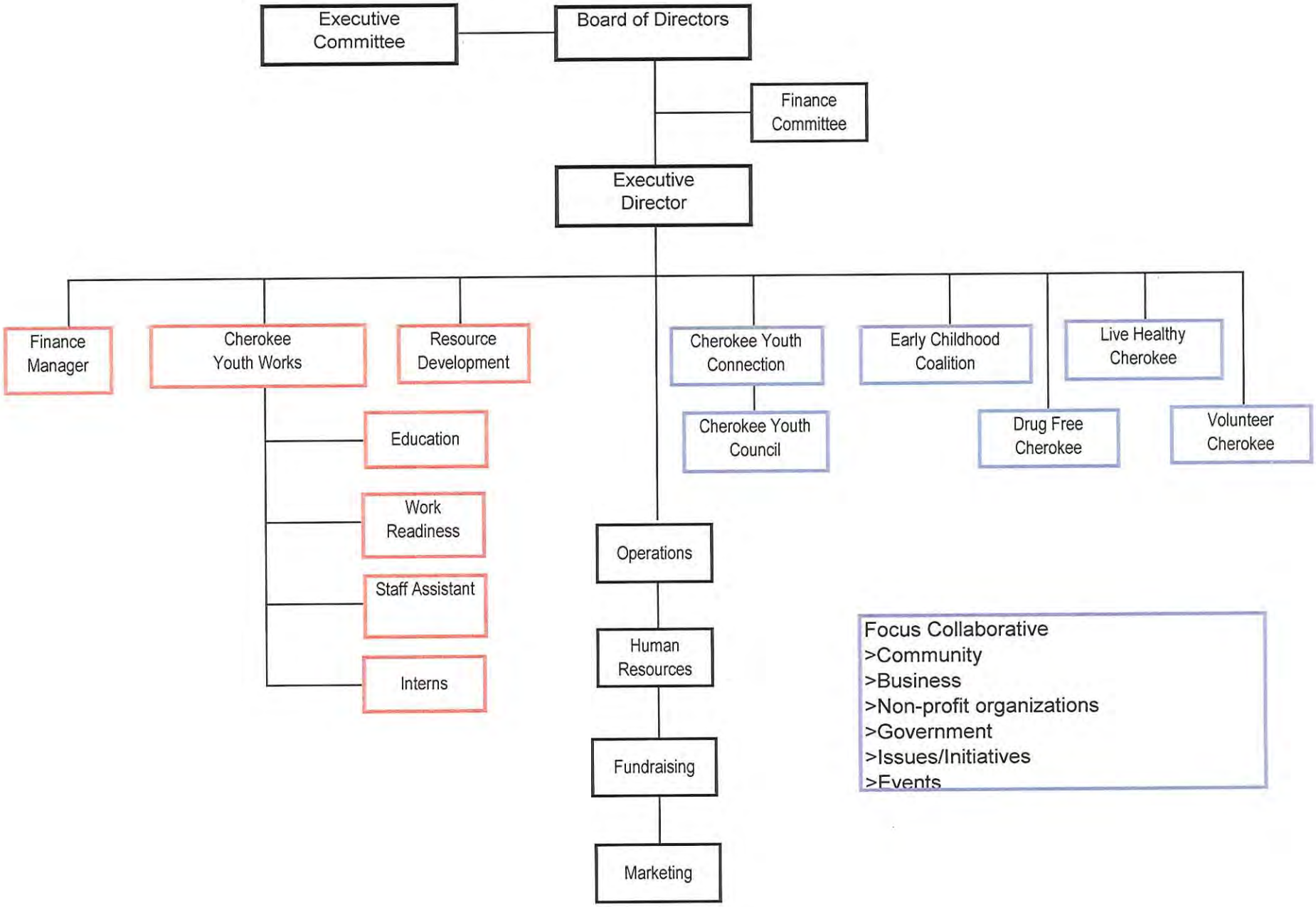
Andy Summers
Best Buy Regional

Deanie Fincher
Community Representative

Jamey Prickett
Liberty Hill Church

FOCUS
Families of Cherokee United in Service

Strengthening families, children and individuals of Cherokee County through collaboration of community resources, skills and expertise



Fiscal Agent Designation and Acceptance Agreement **COUNTY:**_____

The _____ agrees to serve
(official name of agency or board)

as the fiscal agent for the _____
(name of Georgia Family Connection collaborative)

for the period of July 1, 2013 through June 30, 2014.

The fiscal agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made under this contract, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.

Mail signed agreement with signed W-9 to:

FY 2014 Fiscal Agent Information
Georgia Family Connection Partnership
235 Peachtree Street
Suite 1600
Atlanta, GA 30303-1422

Deadline: February 15, 2013

Family Connection Collaborative Chair:

K D Ziegler
(Signature in blue ink)

Konrad G. W. Ziegler
(Print Name in Block Letters)

Date: 5 Feb 13

Fiscal Agent:

_____
(Signature of agency representative legally responsible to enter into contract. Signature in blue ink)

_____
(Print Name in Block Letters)

Title:_____
(Print Title in Block Letters)

Date: _____

Family Connection Coordinator:

Sonia Carruthers
(Signature in blue ink)

Sonia Carruthers
(Print Name in Block Letters)

Date: 02/05/2013

Attach completed W-9 form and mail to address given above.
Note: Information entered into CIMS system by collaborative will be source for contract preparation.

Annual Report 2012

Growing Resources. Growing Community.

FOCUS

Families of Cherokee United in Service

FOCUS

Families of Cherokee United in Service

CONTENTS

MISSION, VISION & VALUES	2
EXECUTIVE BOARD BOARD OF DIRECTORS	3
FINANCIAL REPORT	4
CHEROKEE YOUTH WORKS	5
CHEROKEE YOUTH CHALLENGE	7
DRUG FREE CHEROKEE	10
CONNECTING COMMUNITY	12
FOCUS STAFF	14

Focus on the Mission

Strengthening families, children and individuals of Cherokee County through collaboration of resources, skills and expertise.

Focus on the Vision

We are an empowered community of thriving families.

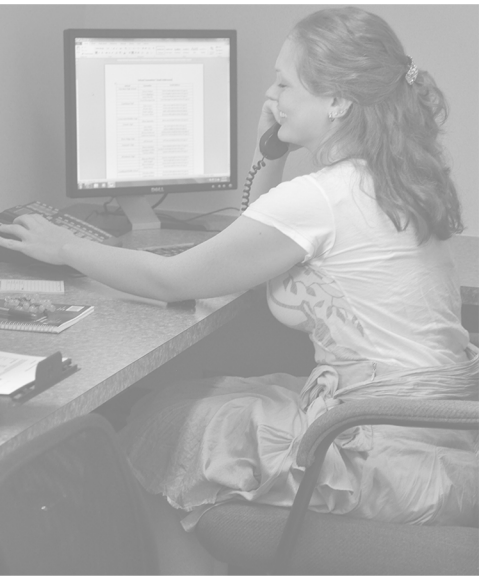
Focus on Values

Families are our bottom line!

Parents make a difference.

Youth can positively affect youth.

The community cares and will mobilize for action.



Organizations collaborate to strengthen and support the community.

GROWING THROUGH COLLABORATION

Cherokee FOCUS is a 501(c)3 non-profit collaborative that exists to improve the lives of children and families in Cherokee County. The collaborative is a partnership of organizations, agencies, civic clubs, the faith based community, law enforcement, business, education, families and individuals. These partners bring their skills, expertise and resources to the table to create and develop programs and initiatives designed to support families and children through a means that could not be accomplished by one agency or individual alone.

EXECUTIVE BOARD

Konrad Ziegler, Chairman
Flint, Conley, & Walker

Jon Collins, Vice Chairman
Chattahoochee Technical College

Michael Zenchuck, Treasure
Gallagher Benefit Services, Inc.

Joan McFather, Secretary
Community Representative

BOARD OF DIRECTORS

David Cannon, Jr.
Cherokee Solicitor General

Elaine Bell
Southeast Restoration

Clair Campbell
Community Representative

Fidel Gomez
UNICO/Family Representative

Cheryl Lewis
Highland Rivers

Lynne Saudners
Papa's Pantry

Kay Busby Wardrip
Family Solutions

Lisa Roberts
Cherokee Parent to Parent
Navigator Team

Scott Aaronsen
Best Buy

Bob Kovacs
Skanska

Denny Rey
Home Depot

Jody Darby
Chattahoochee Technical College

Denise Bowman
Cherokee County Health Dept.

Tammy Bowling
Cherokee County Health Dept.

Dee Dee Doeckel
Chattahoochee Technical College

Bettye Jo Isherwood
Reinhardt University

Dewayne Hamill, Robert Costa, Tiffany Mero
Dept. of Juvenile Justice

Jane Shelnutt
Community Representative

Andy Summers
Best Buy

Hollie Queen
Chattahoochee Technical College
Early Childhood Education

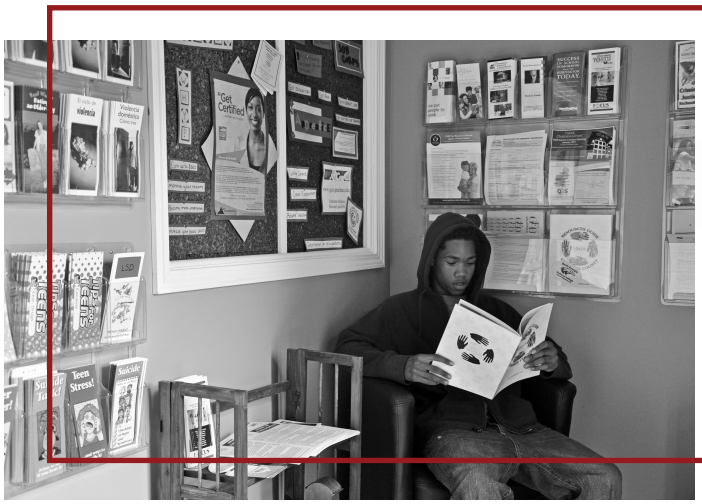
Kevin Williams
Chick-Fil-A

Susan White
Sequoyah Regional Library System

Gloria Kusmik
Georgia Department of Labor

Nikki Raymond
Georgia H.O.P.E.

FINANCIAL REPORT



Revenue

Direct Public Support	$24,128
Grants	$313,942
Special Events	$800
Contributed Assets	$16,000
Total	**$338,870**

Expenses

Personnel	$210,720
Contract Services	$56,967
Facilities & Equipment	$21,739
Operations	$35,889
Travel & Meetings	$8,565
Direct Assistance	$9,694
Total	**$343,574**
Changes in Net Assets	$4,704
Net Assets Beginning of Year	$22,391
Net Assets End of Year	$17,687

Statement of Financial Position
(June 30, 2012)

Assets	
Cash	$9,174
Accounts Receivable	$7,693
Total Current Assets	**$16,867**
Equipment	$15,092
Total Assets	**$31,959**

Liabilities and Net Assets

Liabilities	
Accounts Payable	$8,785
Other Current Liabilities	$5,487
Total Liabilities	**$14,272**
Net Assets	$17,687
Total Liabilities & Net Assets	**$31,959**

Cherokee YOUTH Works
A Cherokee FOCUS Program

"This program has helped me achieve my GED. If it wasn't for class I would still be at home with no type of education. Also, my parents now feel proud of me."
-- Courtney

The 2011-2012 year at Cherokee Youth Works came with several notable changes to the structure and inter-workings of the program. We doubled the amount of classes teens attend weekly, ensured all youth were receiving life skills and work readiness training weekly, and implemented quarterly themes including empathy, teamwork and trust, integrity, and individual responsibility. In order to further the emphasis on each theme, we took the teens on a field trip each quarter, including the Breman Holocaust Museum, the Tellus Science Museum, Chattahoochee Technical College, Berry College Ropes Course. CYW also partnered with businesses such as CVS, Chick-Fil-A, Best Buy, TJ Maxx, Cherokee County, the City of Holly Springs, and Alexander Ridge Apartments to provide employment opportunities for our at-risk youth. In addition to changes for the students, the staff of Cherokee youth works grew as well, welcoming two new full time employees, three part time employees, and three interns from local universities.

CYW STAFF

Stacy Cooper
Program Manager
Case Manager
Intake & Life Skills

Jan Edmunds
Education Specialist

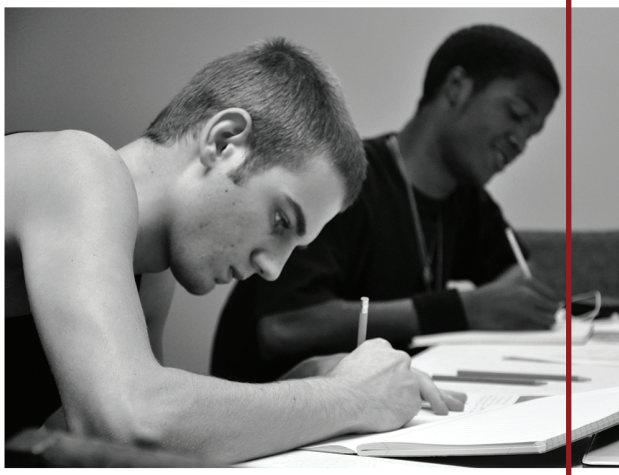
Richard Eaker
Case Manager
Work Force Development

Kathy Garrett
Case Manager
Academic Coordinator

SUPPORT STAFF

Barry Aldaheff
Mandy Goodwin
Tammy MacQueen
Ashley Marino
Elisabeth Shabi
Ashley Sharpton

"The most meaningful thing to me at this center is the staff. I can honestly say I love them like family. They treat me like family and help and support me in every way."
--Kelsey



During this year, Cherokee Youth Works worked with a total of 136 students, including...
28 students who earned their GED's
18 youth who started college
(among whom were 6 Teen Moms & 14 High School Drop Outs)
42 new students

Success Stories

When Giselle came to our program she had been out of high school for a year and needed to earn her GED. She had been working at Bojangles for two years but wanted something more. Through classes and connections at Cherokee Youth Works, Giselle was able to complete her GED and prepare for a career. Today, Giselle is enrolled in Chattahoochee Technical College for her first semester and was chosen as the top leasing agent at the Alexander Ridge apartment complex facilities.

Trent came to Cherokee Youth Works as an unemployed high school dropout. Since that time he earned his GED and walked at Chattahoochee Tech's GED graduation ceremony. Through CYW connections and classes, he obtained a full time job working for the City of Holly Springs. Trent hopes that this could be the building block of a career.

Zia was a teen mom who came to Cherokee Youth Works looking for help to finish high school. Even though she was academically talented, she was unable to find the resources she needed to finish school; one problem was getting her son to daycare. We helped her graduate high school, obtain a job at the Tax Commissioner's office in Canton, and she has also just completed her first year of college.

"This program has helped me see that there is a future for me. School is the way to go and this program is going to help me get on my feet and out on my own."
--Matt

Cherokee YOUTH Challenge

A Cherokee FOCUS Initiative

This year Cherokee FOCUS held the second annual Cherokee Youth Challenge. Bigger and better than ever, two new mazes were added to the event to address additional life obstacles that our teens face. Another highlight of this year's event was the participation of four high school seniors that lead the way as a part of their senior projects at their respective high schools, Cherokee, Polaris, Sequoyah, and Woodstock.

This year while the relationship/dating and drug/alcohol sessions of the event were similar to those in the first Youth Challenge, the senior girls and youth council helped design a third event segment titled "Reality, Life in High School," for the middle school youth. The girls collaborated and enlisted the help of their friends to put this look at high school life together. Along with the games and challenges the youth designed to give the facts and dispel the myths about the high school social scene, the group of teens wrote, acted in, filmed and edited a video that was shown to talk about popular student stereotypes and create discussion on the importance of getting to really know people who may be different from yourself.

In the "Reality After High School" maze, community leaders were enlisted to challenge high school aged students in meeting the expectations of young adulthood. Participants drew cards indicating what education level they would enter the workforce with and then based on that choice they were ask to pick a career they thought they might like to pursue one day. The

youth were then given a corresponding monthly salary and challenged to make it through the maze of uitilites, taxes, housing, grocers and other life expenses. By developing a game that was interesting to the teenagers and a challenge to them, the teens engaged in the game and as a result the youth began to understand the true cost of living, the immediate results of their choices and the need for taking seriously their future decisions.

With help from local emergency management and law enforcement the teens were able to see up close the effects of drinking and driving again this year. A mock car accident brought the reality of a poor decision up close and personal.

The highlight of this year's event was once again the teen testimonials. Two of our teen guest speakers recounted their stories of drug addiction. Another youth let the group of participants know the danger of giving out too much information on Facebook to someone you think you can trust and the horror of her own encounter with someone who was not who they said they were.

CHEROKEE
C DAVIS

The Drug Free Cherokee Mission

To Develop a Drug Free Cherokee through a collaboration of resources for individuals and families affected by substance abuse through awareness, education, prevention, intervention, and recovery.

The Vision

A united Cherokee County that is healthy, safe, and drug free.

Who We Are and What We Do

Since the inception of the Drug Free Cherokee initiative in 2004, Cherokee FOCUS has brought together concerned citizens, local business, youth, law enforcement, government agencies, alcohol and substance abuse related organizations to develop a strategic plan that addresses the needs of Cherokee County related to substance abuse prevention.

In the past, the Drug Free Cherokee initiative members have developed and hosted the Cherokee Night Out annual event and the Cherokee Anti-Drug Summit. Each of these events have been successful in bring community members together with local service providers to educate and build awareness of our counties drug and alcohol resources. This year members of the Drug Free Cherokee participated once again with the annual Cherokee Youth Challenge.

This past year Drug Free Cherokee joined the regional Community Prevention Alliance Workgroup (CPAW) to combine forces in targeting youth and alcohol. The CPAW work has been guided by the statewide efforts of the Georgia Department of Behavioral Health & Developmental Disabilities, Division of Addictive Diseases Office of Prevention Services & Programs. Following the Georgia Strategic Prevention System model allowed DFC to begin gathering the initial and secondary data that will be used during the next fiscal year to identify community needs in the area of youth and alcohol.

Why is their focus just alcohol? Because alcohol kills more kids and young people ages 18-25 than all other drugs combined. Youth ages 9-20 use it more than any other substance. An average of 2,375 people in Georgia die from alcohol-related injuries or illness each year. Alcohol is the 3rd leading cause of death in Georgia. In 2010 underage drinking cost Georgia $1.4 billion.

FOCUS
YOUTH
FOCUS
FOCUS
FOCUS

Cherokee YOUTH Connection

A Cherokee FOCUS Initiative

Along with the Cherokee Youth Challenge event the Cherokee FOCUS Youth Connection initiative strives to connect local youth with community resources. The Youth Council provides youth from different communities, backgrounds, religions, ethnicities and economic levels an opportunity to work together and seek positive change for Cherokee.

The Youth Mission

Our mission is to create a healthier future for Cherokee county youth by being a voice, taking action, and making positive changes at a local level.

The Youth Vision

Our vision is a county where all youth believe that they can create an environment they wish to have and where they have access to the support and resources to make that environment a reality. We also envision a community that believes in and supports young people's right to self-expression and values youths' input and takes it seriously.

Who We Are and What We Do

The Cherokee County Youth Council is a committee of area teenagers that are different ages, from different viewpoints and represent different areas of the county. Together we discuss issues that affect young people in Cherokee County, decide what we can do about these issues, raise our concerns about the community we live in, and make sure adults know what's important to us.

Focus Collaborative

Cherokee FOCUS community collaborative meetings are held each month at the FOCUS offices. A partnership of nonprofits, agencies, education, law enforcement, service providers, businesses, families and individuals come together to network and share resources. Through these partnerships, the collaborative establishes initiatives and programs that fill a community gap in service. Together the collaborative partners continue to accomplish things that one agency or organization could not do alone.

Cherokee FOCUS Staff

Sonia Carruthers
Executive Director and CEO

Judy Chatham
Finance Manager

Stacy Cooper
CYW Program Manager
Case Manager
Intake & Life Skills

Richard Eaker
Case Manager
Workforce Development

Kathy Garrett
Case Manager
Academic Coordinator

Jan Edmunds
Education Specialist

Tammy MacQueen
Data Systems Mgnt.

Angela Harkins
Web Designer

Elisabeth Shabi
Graphic Designer
CYW Tutor

Ashli Sharpton
Administrative Assistant

Barry Aldaheff
Tutor Coordinator

Mandy Goodwin
CYW Tutor
Intern: Kennesaw State University

Ashley Marino
CYW Tutor
Intern: Kennesaw State University

Cherokee FOCUS
Mailing Address: P.O. Box 1191
Holly Springs, GA 30142

Physical Address: 100 Hickory Circle
Holly Springs, GA 30115
Phone: 770-345-5483
Email: cherokeefocus@windstream.net
Website: www.cherokeefocus.org

CHEROKEE FOCUS

FINANCIAL STATEMENTS AS OF JUNE 30, 2012 AND 2011

TOGETHER WITH INDEPENDENT ACCOUNTANT'S REVIEW REPORT

SUSAN KENNEY
CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors
Cherokee FOCUS

I have reviewed the accompanying statements of financial position of Cherokee FOCUS (the Organization) as of June 30, 2012 and 2011, and the related statements of activities, functional expenses, and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the reviews in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require me to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. I believe that the results of my procedures provide a reasonable basis for my report.

Based on my reviews, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Susan Kenney, CPA

Alpharetta, Georgia,
January 30, 2013.

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION

5085 THORNBURY WAY, ALPHARETTA, GEORGIA 30005-8788 TELEPHONE (770) 751-6805 FAX (770) 751-6494

Cherokee FOCUS
STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2012 AND 2011

ASSETS	2012	2011
CASH AND CASH EQUIVALENTS	$ 9,174	$ 4,970
GRANTS RECEIVABLE	7,692	3,798
OTHER ASSETS	-	100
Total Current Assets	16,866	8,868
FIXED ASSETS		
Furniture and fixtures	13,395	12,352
Computer equipment and software	25,486	25,616
Less: accumulated depreciation	(23,788)	(17,637)
	15,093	20,331
TOTAL ASSETS	$ 31,959	$ 29,199
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	$ 9,134	$ 1,945
Payroll taxes payable	4,608	3,363
Other current liabilities	-	1,500
Total current liabilities	13,742	6,808
NET ASSETS		
Unrestricted net assets	18,217	20,745
Temporarily Restricted Net Assets	-	1,646
Total Net Assets	18,217	22,391
TOTAL LIABILITIES AND NET ASSETS	$ 31,959	$ 29,199

See Independent Accountant's Review Report.

Cherokee FOCUS
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	Unrestricted	Temporarily Restricted	Permanently Restricted	2012 Total	Unrestricted	Temporarily Restricted	Permanently Restricted	2011 Total
REVENUES AND OTHER SUPPORT (Note 1):								
Private Contributions	$ 8,168	$ 1,377		$ 9,545	$ 15,089	$ 13,420		$ 28,509
Government grants								
Atlanta Regional Commission	-	268,565		268,565	-	207,019		207,019
Family Connection Grant	-	44,000		44,000	-	42,250		42,250
Community Affairs	-	-		-	-	3,570		3,570
Special events	-	800		800	-	-		-
Contributed assets, materials and services	16,630	-		16,630	16,000	-		16,000
Net assets released from restriction	316,388	(316,388)		-	267,994	(267,994)		-
TOTAL REVENUES AND SUPPORT	$ 341,186	$ (1,646)	$ -	$ 339,540	$ 299,083	$ (1,735)	$ -	$ 297,348
EXPENSES (Note 2):								
Program	$ 284,649			$ 284,649	$ 239,859			$ 239,859
Management and General	54,390			54,390	40,488			40,488
Fundraising	4,675			4,675	4,061			4,061
TOTAL EXPENSES	$ 343,714	$ -	$ -	$ 343,714	$ 284,408	$ -	$ -	$ 284,408
Change in net assets	(2,528)	(1,646)		(4,174)	14,675	(1,735)		12,940
NET ASSETS AT BEGINNING OF YEAR	20,745	1,646	-	22,391	6,070	3,381	-	9,451
NET ASSETS AT END OF YEAR	$ 18,217	$ -	$ -	$ 18,217	$ 20,745	$ 1,646	$ -	$ 22,391

See Independent Accountant's Review Report.

Cherokee FOCUS
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	PROGRAM EXPENSES (NOTE 1)	MANAGEMENT AND GENERAL EXPENSES (NOTE 2)	FUND-RAISING/ DEVELOPMENT EXPENSES (NOTE 2)	TOTAL
Salaries	$ 174,115	$ 10,244	$ 3,414	$ 187,773
Contractor expenses	27,118	11,612	-	38,730
Employee benefits	5,642	332	111	6,085
Payroll taxes	14,706	858	269	15,833
Accounting fees	-	18,237	-	18,237
Rent	14,641	1,232	127	16,000
Utilities	4,201	353	36	4,590
Maintenance	276	23	2	301
Depreciation expense	6,832	575	59	7,466
Telecommunications	3,845	305	31	4,181
Computer expense	5	2,345	-	2,350
Equipment rental and maintenance	23	2	-	25
Travel	4,265	185	-	4,450
Meetings	155	-	-	155
Liability insurance	752	63	7	822
Worker's compensation insurance	957	56	19	1,032
Directors and officers' liability insurar	635	37	12	684
Dues and memberships	154	1,446	-	1,600
Postage and shipping	136	218	88	442
Supplies	3,588	5,152	-	8,740
Advertising	9,449	976	-	10,425
Assistance to program participants	9,694	-	-	9,694
Outside program events	3,460	-	500	3,960
Loss on disposal of fixed assets	-	139	-	139
TOTAL	284,649	54,390	4,675	343,714
% of Total Expenses	82.8%	15.8%	1.4%	100%

See Independent Accountant's Review Report.

Cherokee FOCUS
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2011

	PROGRAM EXPENSES (NOTE 2)	MANAGEMENT AND GENERAL EXPENSES (NOTE 2)	FUND-RAISING/ DEVELOPMENT EXPENSES (NOTE 2)	TOTAL
Salaries	$ 150,195	$ 11,575	$ 2,778	$ 164,548
Contractor expenses	17,796	15,308	17	33,121
Employee benefits	5,412	415	101	5,928
Payroll taxes	12,951	1,059	225	14,235
Accounting fees	-	3,239	-	3,239
Rent	13,920	1,600	480	16,000
Utilities	4,487	516	155	5,158
Maintenance	216	887	6	1,109
Depreciation expense	3,528	500	122	4,150
Telecommunications	3,339	316	57	3,712
Computer expense	1,446	3,709	-	5,155
Equipment rental and maintenance	546	(56)	19	509
Travel	2,670	132	-	2,802
Meetings	740	-	-	740
Liability insurance	614	71	21	706
Worker's compensation insurance	-	475	-	475
Dues and memberships	1,291	256	24	1,571
Postage and shipping	720	140	-	860
Printing and publications	-	50	-	50
Supplies	7,478	(18)	46	7,506
Advertising	744	284	10	1,038
Assistance to program participants	6,880	-	-	6,880
Outside program events	4,886	-	-	4,886
Miscellaneous	-	30	-	30
TOTAL	$ 239,859	$ 40,488	$ 4,061	$ 284,408
% of Total Expenses	84.3%	14.2%	1.5%	100.0%

See Independent Accountant's Review Report.

Cherokee FOCUS
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (4,174)	$ 12,940
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Loss on disposition of fixed assets	139	-
Depreciation	7,466	4,150
Change in accounts receivable	-	743
Change in grants receivable	(3,894)	(3,796)
Change in other assets	100	(100)
Change in accounts payable	7,187	1,414
Change in payroll taxes payable	1,245	113
Change in accrued expenses	(1,500)	1,500
NET CASH PROVIDED BY OPERATIONS	6,569	16,964
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(2,365)	(15,823)
NET CASH USED BY INVESTING ACTIVITIES	(2,365)	(15,823)
NET INCREASE IN CASH	4,204	1,141
CASH AT BEGINNING OF YEAR	4,970	3,829
CASH AT END OF YEAR	$ 9,174	$ 4,970

See Independent Accountant's Review Report.

Cherokee FOCUS
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

1. DESCRIPTION OF OPERATIONS:

Cherokee FOCUS (Families of Cherokee United in Service) (The Organization) is a 501(c) (3) non-profit and the Georgia Family Connection collaborative for Cherokee County, Georgia. The mission of the Organization is to build a strong community designed to strengthen and support families. Its vision is to help create an empowered community of thriving families. The Organization accomplishes its goals through a system of strong community partnerships including local non-profit organizations, agencies, civic clubs, the faith based community, law enforcement, education, youth and families. Cherokee FOCUS has developed strategic community plans based on assessment of need in the county. Three-year plans are developed, annual plans are executed and evaluation results are reported. Its initiatives include the Cherokee Youth Works program for at-risk teenagers, Drug Free Cherokee, Cherokee Pre-K Coalition, Cherokee County Resource Guide, Volunteer Cherokee, Live Healthy Cherokee, Cherokee Youth Connection and the Cherokee Youth Council.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The significant accounting policies of the Organization used in preparing the accompanying financial statements are as follows:

Basis of Accounting -

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation -

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Estimates -

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Statements of Cash Flows -

For purposes of the statements of cash flows, the Organization considers all unrestricted liquid investments with an initial maturity of three months or less to be cash equivalents.

Contributions -

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Grants Receivable -

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Temporarily restricted net assets were available at June 30, 2012 and 2011 for the following purposes:

	2012	2011
Drug Free Cherokee	$ -0-	$ 1,404
Student expenses	-0-	34
Salaries and contractual expenses	-0-	208
	$ 0	$ 1,646

Temporarily restricted net assets were released from donor restrictions by incurring expenditures satisfying the restricted purposes or by occurrence of other events specified by donors as follows:

	2012	2011
Atlanta Regional Commission grant	$268,565	$ 207,019
Family Connection grant	44,000	42,250
Community Affairs	-	3,570
Other grants	3,823	15,155
	$ 316,388	$ 267,994

There were no conditional or unconditional promises to give at June 30, 2012 or 2011. There were no permanently restricted net assets at June 30, 2012 and 2011.

Fixed Assets -

Acquisition of property and equipment or repairs, maintenance, or betterments that materially prolong the useful lives of assets with a cost of $500 or greater are capitalized. Fixed assets are recorded at cost or fair market value assigned by the donor. Depreciation is provided on the straight-line method over periods ranging from four (4) years for equipment and computers to five (5) years for furniture.

Contributed Facilities, Services and Materials -

In 2012 and 2011, there were no contributed services which met the requirements for recognition in the financial statements. Many individuals volunteer their time and perform a variety of tasks that

assist the Organization with specific programs, fund-raising, and various committee assignments. The Organization received approximately 1,600 and 1,400 volunteer hours in 2012 and 2011, respectively. The City of Holly Springs donated the office space for the Organization in 2012 and 2011. The fair market value of this donated facility totaled $16,100 and $16,000, respectively, and is reflected on the statements of functional expenses. In 2012, donated brochures totaled $530 and are shown on the statement of activities.

Income Taxes -

The Organization is a not-for-profit organization which is exempt from income taxes under Internal Revenue Code Section 501(c)(3). In addition, the Organization qualifies for the charitable contribution deduction and has been classified as an organization that is not a private foundation under Section 509(a)(2) of the Internal Revenue Code. However, income from certain activities not directly related to the Organization's tax-exempt purpose would be subject to taxation as unrelated business income. The Organization had no activities which would result in unrelated business income for the years ended June 30, 2012 and 2011. Accordingly, no income taxes have been considered in determining its change in net assets.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the entity and recognize a tax liability (or asset) if the entity has taken an uncertain position that more-likely-than-not would not be sustained upon examination by a taxing authority. The Organization believes that it has appropriate support for tax positions taken, and as such, does not have any uncertain positions taken that would require recognition of a liability (or asset) or disclosure in the financial statements as of year-end. The Organization's income tax returns are subject to examination by the appropriate regulatory authorities for all open years which include the last three years filed.

Functional Allocation of Expenses -

The costs of providing various programs and other activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The functional allocations of expenses are based on the personnel involved and the amount of space, material and expenses used for each project.

Joint Costs -

There were no joint costs incurred in 2012 or 2011.

Reclassification –

Certain 2011 balances have been reclassified to conform to 2012 presentation.

3. CONCENTRATIONS OF CREDIT RISK ARISING FROM CASH DEPOSITS AND INVESTMENTS IN EXCESS OF INSURED LIMITS:

The Organization maintains cash balances at financial institutions located in Canton, Georgia. Accounts at the local bank are insured up to $250,000. The Organization's uninsured balances were $0 at June 30, 2012 and 2011.

Concentrations of Credit Risk Due to Temporary
Cash Investments and Promises to Give Receivable -

Financial instruments that potentially subject the Organization to concentrations of credit risk consisting primarily of temporary cash investments. The Organization places its temporary cash investments with financial institutions and limits the amount of credit exposure to any one financial institution.

Two State of Georgia grants provided approximately 92.1% and 83.8% of the Organization's support in 2012 and 2011, respectively.

4. SUBSEQUENT EVENTS:

The Organization has evaluated subsequent events through January 30, 2013, the date which the financial statements were available to be issued.

AMENDED

AGENDA

Cherokee County Board of Commissioners

February 5, 2013
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER — CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PRESENTATIONS

Sheriff's Office Promotion Recognition Ceremony.

AMENDMENTS TO AGENDA

Under County Manager's Portion: Add 2.7-Consider request by FOCUS (Families of Cherokee United in Services) for the county to remain as fiscal agent.

ANNOUNCEMENTS

1. Guns & Hoses 5K, Saturday, February 16 at Hobgood Park. Registration information is available on the table out front or at crpa.net.

APPROVAL OF RETREAT MINUTES FROM JANUARY 17 & 18, 2013.

AMENDED

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JANUARY 22, 2013.
As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM JANUARY 22, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM JANUARY 22, 2013.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN **L. B. AHRENS**

A. Discussion on Fractional SPLOST.

B. Reappointment of Debra Frieden for a seven-year term on the Board of Ethics.

COMMISSION DISTRICT 1 **HARRY B. JOHNSTON**

COMMISSION DISTRICT 2 **RAYMOND GUNNIN**

AMENDED

COMMISSION DISTRICT 3 **BRIAN POOLE**

Appointment of Bill Dewrell to the Zoning Board of Appeals.

VICE CHAIR/COMMISSION DISTRICT 4 **JASON NELMS**

CONSENT AGENDA

1.1 Consider approval to surplus outdated computers and other outdated small office equipment in poor condition from the Cherokee County Probate Court.

1.2 Consider approval to surplus outdated computers in poor condition from the Cherokee County Animal Shelter.

1.3 Consider approval of budget amendment to increase the Sheriff's Office Uniform Patrol Division expenditures and revenues to accept monies in the amount of $1,416.48 for repair of patrol car.

COUNTY MANAGER

2.1 Consider approval to allow County Manager to execute Amendment One to the 2011 Professional Services Agreement with Convergint Technologies, Inc. for an annual cost not to exceed $17,689.00 for maintenance of the security systems (electronic key/lock systems) FY 2013. This cost is a 5% reduction from the 2012 annual fee with savings of $931.00 annually and $2,793.00 over the next three years.

2.2 Consider awarding the Professional Services Agreement to lowest and most responsive bidder, Ascension Counseling and Mental Health, LLC, for a maximum cost not to exceed $960.00 per participant and an initial clinical evaluation fee

not to exceed $30.00 per patient for the Blue Ridge Judicial Circuit Drug Accountability Court for treatment and case management services as recommended by a Selection Committee and the Risk Management Department.

2.3 Consider awarding the Professional Services Agreement to current vendor and sole bidder North Georgia Amateur Umpire Association (NGAUA) for the Adult/Youth Softball Umpiring Services for the 2013 Season at a cost of: Slow Pitch-$24 per official per game; Fast Pitch-$40 per official per game; Youth Classic-$21 per official per game. This cost reflects an increase over 2012 contract of $1.00 per official per game for Fast Pitch and Youth Classic and no change in cost for Slow Pitch.

2.4 Consider approval of Supplemental Agreement No. 2 from NJ Wilbanks Contracting Company, Inc., for additional costs associated with relocation of a detention pond and revisions to the water main design on the Commerce Boulevard- Phase 2 project in the amount of $111,164.81.

2.5 Consider approval of GDOT contract in the amount of $254,973.00 for procurement of six (6) replacement buses for the CATS 5311 Rural Public Transportation Program. Cherokee County's obligation to be $0.00.

2.6 Consideration of a contract with Total Care Transportation Services, LLC for off-peak transportation services for the CATS demand response program. This is an on-call, as-needed contract. Costs to be reimbursed through DHS supplemental fund contract approved in November 2012.

2.7 Consider request by FOCUS (Families of Cherokee United in Services) for the county to remain as fiscal agent.

COUNTY ATTORNEY

ADJOURN

GUNS AND HOSES 5K

Saturday, February 16, 2013, 8 a.m. (check in 7 a.m.)

Hobgood Park, Woodstock

REGISTRATION FORM FOR 5K RUN

$25 PRE-REGISTRATION (THROUGH FEB 1ST) / $30 RACE DAY

1 MILE FUN RUN

$10 PRE-REGISTRATION (THROUGH FEB 1ST) / $15 RACE DAY

Together with the Cherokee County Fire Department (Hoses) and the County Sheriff's Department (Guns), Cherokee Recreation and Parks Agency will be hosting its sixth annual 5K Run/Walk and Fun Run. The purpose of this run is to raise money for charity causes selected by both groups. Both groups have decided to give to CASA this year. When registering, you will pick the team that you want to represent on race day and $5 of your fee will go towards this charity. The team that has the most registrants will win a trophy. Moisture-Wicking shirts in white/red for the Hoses and navy/white for the Guns will be made available in your race packet for all 5K participants only. (Shirt size selections will be guaranteed for those that register by February 1st ONLY). All 1 mile Fun Run participants will earn a commemorative medal. For the 5K race, awards will be given in both male and female divisions and in a variety of age groups as well. For questions contact Kate Borden at (770) 924-7768 or kborden@cherokeega.com.

PARTICIPANT'S NAME: _____

BIRTH DATE: __/__/___ AGE _____ GENDER _____ T-SHIRT SIZE (5K ONLY) _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: (_____) _____ E-MAIL ADDRESS(REQUIRED): _____

PLEASE CHECK WHICH TEAM YOU ARE RUNNING FOR AND WHICH RACE:
($5 OF YOUR REGISTRATION WILL GO TO CASA)

_____5K _____1 MILE FUN RUN _____GUNS _____HOSES

WAIVER OF LIABILITY (MUST BE SIGNED):

I AGREE TO HOLD HARMLESS AND DEFEND CHEROKEE RECREATION AND PARKS AGENCY (CPRA) AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COMPENSATION, OR OTHERWISE ON THE PART OF ME, MY CHILD(REN) OR ANY OTHER PARTY WHILE PARTICIPATING IN THIS PROGRAM, AND TO REIMBURSE OR MAKE GOOD ANY LOSS OR DAMAGE OR COSTS THAT CRPA MAY HAVE TO PAY IF LITIGATION ARISES FROM INJURY TO ME, MY CHILD(REN) OR ANY OTHER PARTY, AND I HEREBY WAIVE ANY AND ALL RIGHTS OF EXEMPTION, BOTH AS TO REAL OR PERSONAL PROPERTY, TO WHICH I MAY BE ENTITLED UNDER THE LAWS OF THIS OR ANY OTHER STATE AS AGAINST CLAIMS FOR REIMBURSEMENT OR INDEMNITY BY CRPA.

SIGNATURE: _____ DATE: _____

*MAKE CHECKS PAYABLE TO CCBOC.

DROP OFF AT OR MAIL TO:

KATE BORDEN
CHEROKEE RECREATION & PARKS AGENCY
7545 MAIN ST., BLDG. 200
WOODSTOCK, GA. 30188

**REGISTRATION ALSO AVAILABLE ONLINE AT HTTP://WWW.CRPA.NET (PROCESSING FEES DO APPLY)

OFFICE USE ONLY

AMT PAID: _____ CHECK _____ CASH_____

Cherokee County Board of Commissioners
7th Annual Planning Review
Lake Lanier

January 17, 2013

MINUTES

The Chairman began at 2:01 p.m. by discussing a drawing on the flip chart of a type of bio he did of himself in February 2006. He requested the Board to do a similar bio of themselves, a sort of self-evaluation. He said that maybe they would discuss these at a future Work Session.

Achievements

He then went over some of the 'Good Things' that happened in 2012, among them being the Northside Hospital relocation, giving kudos to Brandon Beach for helping make that happen through the $4M contribution by GDOT for the project.

Commissioner Gunnin asked for details on the Opportunity Zones. The reply was that it was an incentive program to get businesses to come to Cherokee County. A business was given $3,500 per employee over two employees for five years to help offset state taxes such as payroll taxes and unemployment taxes.

Commissioner Poole asked how much of the $90M Park Bond funds were left. The reply was $30M to $35M. Commissioner Johnston added that Patriot Park and East Park completion would cost approximately $15 million of the remaining funds.

Mr. Cooper commented that the Fire Training Facility would be a positive thing for the County by helping us to achieve a 4 ISO rating. Commissioner Johnston asked when the facility was projected to open. Mr. Cooper replied

that it could be in the fall or early next year. Mr. Cooper said that a 4 ISO rating could be a significant savings to tax payers. He said he thought the savings were around $45 per $100,000 value of property.

Commissioner Gunnin added that other areas helping the ISO rating were being done such as more training and better record keeping for volunteers.

The Chairman brought up the discussion of consolidating certain fire services with the City of Canton. Commissioner Gunnin added that Station 3 needed to be replaced, and Station 9 could be taken down, so the County would have personnel available. Discussion ensued about Canton having to raise the millage rate to build and operate stations on their own.

Budget Realization

The Chairman moved on to the topic of budget realization, upside/downside. Risks discussed included tenants, Workers Comp and Health Benefits and the risks involved in the auto sales tax. Commissioner Nelms expressed concern over that becoming an unfunded or underfunded mandate.

Economic Development

Misti Martin arrived and discussion moved to Economic Development. She said one challenge they are facing is space. Commissioner Nelms asked Ms. Martin what specifically the Board could do to help. Basically it was funding that was needed. Ideas discussed were a budget increase of maybe $50,000 and another professional staff member. Ms. Martin said that part of the funding needed was to assist in evaluating properties in order to make a top five site list. Commissioner Johnston asked what size a typical site should be to make the top five and she replied 100 to 124 acres.

Commissioner Poole asked Ms. Martin what kind of businesses have been requesting information. She replied that it was a mix including Health Care, manufacturing, tech/data centers.

Chairman Ahrens mentioned that there were no resources available for recruiting and marketing, that basically two people were running it.

Ms. Martin mentioned that the County working with the cities to help identify the top five sites would be helpful.

Commissioner Johnston discussed a deal closing fund and waiving property taxes until a new business had tenants as possible business incentives.

The Chairman asked Ms. Martin about contributions from the cities for projects and Ms. Martin said that currently the cities are helping with the GIS section of their website in the approximate amount of $11,000 a year total from all cities.

Ms. Martin brought up a relocation cost fund for a business if there is potential economic impact worthy of the incentive.

Discussion turned to the possibility of remodeling the outside of the Jones Building to make it more marketable and using some of the space there for an innovation center, similar to the incubator plans.

The Chairman then brought up a topic not on the agenda, which was to inform the two new Commissioners that they needed to attend rezoning meetings because the cases were heard by the Board at a future meeting and it would give them insight.

The meeting came to a close at 5:00 p.m.

Cherokee County Board of Commissioners
7th Annual Planning Review
Lake Lanier

January 18, 2013

8:13 a.m.

MINUTES

Property Tax Rates – Georgia and Metro

- Cherokee Ranked #53
- Most above Cherokee have LOST
- Projected 10th if had LOST

➢ Question on mind: What are our expectations with regard to services and taxes?

- Know we have a hole (1-time credits)
- Very difficult to not raise rates above revenue neutral
- Tax spend per capita

➢ Rockdale and DeKalb have HOST

➢ One-times (like to do something for employees but have hole to fill)

Ambulance Services (Should we privatize)

- County-wide service
- Private company: issues and service levels (6 assign but rarely number kept in county)
- Day trucks – option to handle peak demand

Engines

- Plan to purchase with option to finance if saves money
- Emergency vs. non-emergency
- Forsyth County subsidizes EMS over $1M

Jones Building

- Restore façade (currently stucco)
- Strikes: no dedicated parking, façade, condition
- Parking adjacent to Historic Courthouse
- Challenge with downtown parking

Lifelong Communities

- Chairman – Walk through what has been done

  - Today close to 40,000 55+
  - No one is near ready
  - Aging Services of ARC
    - Housing and transportation
    - Healthy Lifestyles
    - Services
  - Cherokee Profile
  - All information on ARC website
  - Very little mobility in Cherokee
  - What role do "we", including municipalities, have in providing transportation (if any)?
  - Attendees at Lifelong Communities initiative meeting
  - Leadership issue at County at time and we put on hold. Have good leadership now and opportunity to move forward

- Two distinct paths

  1. Wealthy – would like a good taxi service
  2. Low-income – (single person) needs low/no-cost transportation

     - Assisted Living (not seeing a lot of these facilities in Cherokee)

    - Two facilities coming to Cherokee (Hwy. 92 and Eagle Drive)
- How do we make it work (housing) – where and how?
    - Sixes (Vince's project)
- Housing: 55+ → Destination
    - Where? (We need meeting, housing, etc.)

➢ Locations

- Something closer than Woodmont
- Two coming are perfect spots (Hwy 92 and Eagle Drive)
- Political acceptable and attractive to those who need (change land-use plan to accommodate)
    - Can't be too restrictive to developers
    - A balance needed
- Get Nathan involved
- Ask Jeff or Margaret to incorporate/welcomes (small lots/hotel/assisted living – separate or together)

Ethics Ordinance

➢ Two years ago had an extensive discussion referring the ethics ordinance

- Cobb, Barrow, Henry, ACCG model draft
- Legislation needs updating
- Fines (more than simple censure or reprimand)
- Local legislation
- Limits on BOC influence on hiring (no lobbying, etc.)
- Disclosure of interest to BOE
- Should we add appointments by BOC to Boards, Committees, Authorities (reference to Cobb ordinance)
- "Interests"
- Remote interest (non-profit)
- Bankers serving on Board appointed by BOC?
    - Discussion of interest if a lending officer who benefits via a customer loan/arrangement
- Political Activity (not to get employees involved)

- BOC involvement in Employee hiring/discipline:

  - O.k. to say “someone should be considered” but no lobbying and don’t lobby discipline (can raise performance issues)
  - Review what we have for employees pertaining to Board appointments

Strategic Plan

- Looking at entire County as a business

- Shareholders are citizens

- Bottom Line – managing the budget

- Vision = Future – Cherokee is County of Choice

- Values = Ethics

- Objectives =

  - Rebalancing the top digest
  - Public safety standards
  - Judicial productivity (cost, timing, and outcome)
  - Recreational

- Strategies
  (Note: Out of time – no discussion)

CHEROKEE COUNTY

BOARD OF COMMISSIONERS

Work Session

January 22, 2013

3:00 p.m.

Cherokee Hall

MINUTES

DRAFT

The Chairman began at 3:06 p.m. with all Commissioners present. The Chairman read from Mac Anderson's *The Essence of Leadership*. It named various well-known successful businesses whose owners had failed attempts to start but persevered by their "refuse to lose" attitude.

1. **Discussion of Regular Agenda Items.**

Ms. Vickie Taylor went over the **Public Hearing** portion:

Ms. Taylor stated the owners are requesting a small portion of their lot that has been zoned a buffer to be re-drawn. Commissioner Johnston asked what the neighbors (the Nevilles) thought about it. Ms. Taylor said that there have been disagreements. The applicants (Popes) have planted some 40 trees to create a buffer between the two properties. Commissioner Johnston asked if there was a possibility of a compromise. Ms. Taylor stated that any time a buffer is reduced there will be an enhancement of what's left. The Chairman asked about the reason for the 50-foot buffer for that size of lot. Ms. Taylor mentioned it was a part of the AG zone and mostly likely is there to protect the AG parcel that was developed. Commissioner Nelms asked why the Popes wanted to change what was already in place when they moved in. Ms. Taylor explained that the 50-foot buffer was there prior to the Pope's neighbors moving in as well as when the Popes moved in. Commissioner Gunnin asked if the Popes were not wanting to do anything additional to the property like adding structures, but simply wanting to be in compliance. Ms. Taylor stated that it is fair to say they just want it straightened out due to the conflict with the neighbors. Commissioner Gunnin asked who the titled owner of the buffer is. Ms. Taylor indicated it belonged to the Popes. Ms. Taylor offered to find

out the timeline of ownership of the homes and return later at the end of the Work Session.

The Chairman referenced the zoning case scheduled at the regular meeting and she replied that the applicant had withdrawn.

Mr. Jeff Watkins went over the **Zoning Case**:

Mr. Watkins clarified that it the zoning case has been through the statutory requirements and that it is now the Board's decision. He also stated the applicant would have to withdraw as a whole. The applicant is asking the Board to allow them to withdraw without prejudice so they don't encumber the property owner for the next 12 months. Mr. Watkins went over the Planning Commission's original recommendation was for denial.

Chairman Ahrens went over the **Commission Business / Chairman's** portion:

The Chairman stated that minutes will be provided from the Commissioners' retreat at the next meeting. The Chairman gave a debriefing of topics covered at the retreat. He stated they begin by looking back at the previous year of what they had and had not achieved. They then looked forward to this year and what the priorities are. The Chairman went over the bullet points from that section.

Achievements:

1. The Budget Realization: The Chairman acknowledged the efforts made by Ms. Fund and Mr. Cooper as well as each Department to make that happen.

2. The Impact of Wellness Program: People participating are healthier and that is driving costs down.

3. Development Services Center: Statewide recognition last year.

4. Partnership between Northside Hospital-Cherokee, GDOT, and the County: Worked together to get road built from Hwy 20 to Hwy 140.

5. The second Opportunity Zone.

6. The Aquatic Center.

7. The Riverwalk Interchange at Exit 9 and the Widening of Sixes Road.

Did not Achieve:

1. Did not make the progress hoped for with the Ball Ground Recycling facility: financially, legally, and operationally.

2. TSPLOST and HOST: Though voted no by the County citizens, they would have provided benefits for the County.

The Chairman stated that goals going forward in 2013:

1. To be at or under budget.

2. To continue pursuing the Ball Ground financial, legal, and operational goals.

3. To open the Aquatic Center and the new Fire Training Center on time and on budget.

4. Moving forward on the Canton Park.

The Chairman mentioned the County owns the downtown Canton Jones Building. There have been several attempts to sell, but they fell through. Some alternatives would be to remove the façade to make it more attractive, to look at parking alternatives and to consider moving the Cherokee Office of Economic Development from their current site.

The Chairman moved on to the risks in 2013 to achieve the budget:

1. Could be additional costs associated with the Ball Ground issue.

2. Potential costs with Obamacare.

3. The auto sales tax.

4. The “one time” revenues.

5. The Board is striving to come up with cost of living values.

The Chairman mentioned Ms. Misti Martin’s visit during the retreat and the discussion about economic development process and the gaps; the tools they don’t have. They’re on a very tight budget. There wasn’t really much money left for advertising or trade shows and such that can produce potential opportunities. They also discussed more possibilities if the resources became available.

The Board discussed Lifelong Communities and the Chairman said he would get together with Senior Center Director Mr. Brandon to discuss further. He said that they have a working draft on how to move forward with it.

The Chairman asked if any of the Board members had anything they wish to add. Commissioner Nelms referred to the discussion with Ms. Martin and the marketing angle of the County and what we have to offer and the population projection and the opportunities that come with the growth. He stated it will be tough but we need to try to get her the resources she needs to help make it happen. The Chairman mentioned Commissioner Johnston attending a full-day session at the Georgia Resources Center. Commissioner Johnston stated it was very informative to see how the process works to move forward with prospects and where they might locate and what various counties have to offer as well as what do's and don'ts are associated in trying to attract quality new companies that bring in the kind of jobs we're looking for. He stated they discussed on more of the larger scale companies, but the County is looking for mid-scale.

The Chairman asked the new Commissioners if they had new appointments to add. Commissioner Gunnin stated he did, Commissioner Poole stated that he did not.

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

- Consider approval to accept Georgia Office of Homeland Security Grant and budget amendment in the amount of $90,578.00 to increase revenues and expenditures for FY2013 the Multiple Grant Fund (Fund 250). There is no match required for this grant.

- Consider approval to accept a contribution from Georgia Trauma Care Network Commission for an amount up to $7,620.15 for the purchase of trauma related equipment and budget amendment to increase Fund 580 (EMS Contributions) revenues and expenditures in the same amount.

- Consider final acceptance of all public right-of-ways, roadways, and appurtenant drainage structures in the Three Branches Subdivision.

- Amended: Consider approval of budget amendment reducing Indigent Defense Budget by $40,000.00 and increasing State Court Budget by $40,000.00 to allow the creation of a secretary for the third State Court Judge. Commissioner Johnston thanked Mr. Cooper for working that out. He stated this is a great example where the demand in the work load for the State Court system is such where the judge is warranted and the State covers most, but does not cover a secretary for the judge.

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

- Consider approval to purchase twelve (12) new vehicles for the Cherokee Sheriff's Office from low bidders Cherokee Dodge and Hardy Chevrolet for a total amount of $403,161.00. Cherokee Dodge was the low bidder of the Dodge Charger at $32,317.00. Hardy Chevrolet (state contract holder) was the low bidder of the

Chevrolet Tahoe at $35,412.00. Commissioner Johnston confirmed this was budged in SPLOST.

- Consider approval of Memorandum of Understanding with the State of Georgia for reimbursement of costs incurred in an amount not to exceed $700,000.00 for construction of certain law enforcement training center facilities. Mr. Cooper added this is a cost-saving measure from the State. They're closing two other facilities consolidating operations. They have chosen Cherokee County as the location for their regional facilities. Commissioner Nelms commented on the contract and the first right of refusal on the State side.

Mr. Chris Hamilton went over items under the **County Attorney** portion:

- Consider approval of settlement agreement with Cornerstone Construction related to the Patton mold litigation. Mr. Hamilton stated this is the last link in getting this issue resolved.

Chairman Ahrens asked if there was anything else that needed discussion. Ms. Tayor re-visited the Public Hearing issue stating the Popes home was built in 2006 and the Neville house was built in 2007. The Popes purchased the house in May 2009. The Nevilles purchased theirs in November 2009. Commissioner Nelms stated he believed the issue between neighbors is not related to the buffer. Ms. Taylor stated that during the Public Hearing, it needs to be clarified at the beginning that the issue is not with Laurel Ridge Subdivision; that it is specific to the Pope's property.

Commissioner Johnston stated he wanted to bring up a topic that may be a bit controversial. He began by mentioning the past discussions regarding security in front of the meeting room. He added he is a bit uncomfortable with the screening and did not want to send a message that they were afraid of their constituents. Commissioner Johnston asked the new Commissioners their thoughts on the matter. He mentioned he was under the impression that the Chairman and Commissioner Nelms felt that the current security was the right thing to do. The Chairman stated his position is that it is not about the Board's safety but about those who come to the meetings. Commissioner Nelms added that it was about putting Chief Collett in a leadership position and letting him make a decision, and standing behind him to assure the safety of those who attend the meetings. Chairman Ahrens mentioned the incident that occurred where a gentleman became upset with the Development Services Center and threatened them and was found to have a gun in the trunk of his vehicle. The shooting in Texas was mentioned as well. Commissioner Johnston commented that he understood those situations, but having the screening at the door of the meeting room would not help those in the Development Center. The Chairman mentioned that the same type of security was in place at the Justice Center and at the Bluffs on the main floor and that no one thought a thing about it. He said that the decision to move the metal detectors to the lower level outside of Cherokee Hall was because other doors are used frequently, particularly for rentals at the Conference Center. Commissioner Nelms commented that

a criminal could find a way around security on the main floor if they wanted to. Chief Collett stated that he would rather have someone upset that he does the screenings than to have someone upset that something bad did occur and he had done nothing to prevent it.

The Chairman asked if there was anything else. Hearing none, Commissioner Nelms made a motion to adjourn to Executive Session at 4:18 p.m. Commissioner Johnston seconded and the motion carried unanimously.

Executive Session to Follow

DRAFT

MINUTES

Cherokee County Board of Commissioners

January 22, 2013
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Commissioner Nelms 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 Poole led the Pledge of Allegiance.

CALL TO ORDER — CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:02 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Vice Chair/Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Chris Hamilton; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

The Chairman called for a motion to ratify closure of Executive Session at 5:25 p.m.

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

AMENDMENTS TO AGENDA

1. Under Consent Agenda: Add item 1.4: Approval of budget amendment for Indigent Defense/State Court.

2. Under County Attorney: Add item 3.2: Authorization to proceed with abandonment of certain roads.

DRAFT

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

ANNOUNCEMENTS

1. Guns & Hoses 5K, Saturday, February 16 at Hobgood Park. Registration information is available on the table out front or at crpa.net.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JANUARY 8, 2013.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM JANUARY 8, 2013.

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

APPROVAL OF REGULAR MEETING MINUTES FROM JANUARY 8, 2013.

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

PUBLIC HEARING

The Board of Commissioners will hold a Public Hearing on January 22, 2013 at 6:00 p.m. at 1130 Bluffs Parkway, Canton, GA 30114 to hear a request for modification of a zoning condition, specifically condition 2 on rezone case number 00-12-030, Richard and Lori Pope for property located in Arbor Green Subdivision.

Commissioner Nelms made a motion to open the Public Hearing at 6:05 p.m.; Commissioner Johnston seconded and there was unanimous approval.

DRAFT

Vicki Taylor Lee summarized the request by the Popes. She said that the Popes' house was built in 2006 and purchased in May 2009. The adjacent house was built in 2007 and purchased by the Nevilles in November 2009. These are the only two lots impacted by the 50-foot buffer.

Two people had signed up to speak:

1. Lori Pope signed up in support of the request.

2. Richard Pope signed up in support of the request.

Mr. and Mrs. Pope explained that they want to restore the buffer, not encroach. Ms. Pope said the steps they have taken to restore the buffer includes the planting of 15 Leland trees, removal of kudzu, working with HOA and planting additional 20 Lelands. She said that considering these contributions, they are requesting a minimum of 15 feet variance.

Commissioner Johnston asked why they needed the variance if their intentions were only to landscape the area. Ms. Pope replied that they hoped to avoid future confrontation with the neighbors and that there was also the issue of their septic being in the buffer area currently and at some point it could need replacing or to be moved. Commissioner Johnston stated that we're stuck with the septic issue but asked for assurance of no other uses: no parking, no swing-sets, no structures, etc. Ms. Pope replied that their only intention was to restore the buffer with landscaping for privacy.

Rick Pearce, Ms. Neville's husband, asked from the audience if he could speak, stating that he did not know he needed to sign up. Chairman Ahrens allowed him to sign in and to address the Board.

Mr. Pearce stated that he and his wife bought their home specifically for privacy and because they didn't want to live in a subdivision. He added that when they moved in they could not see the Popes' home and now they can see straight to it. He said that although the Popes had planted trees where they had cleared out the natural landscape, the trees were still small with at about 8 feet between them.

Commissioner Nelms made a motion to close the Public Hearing at 6:38 p.m.; Commissioner Johnston seconded and there was unanimous approval.

Commissioner Johnston said he was still curious as to the benefit of reducing the buffer if they were still going to landscape it all. Vicki Taylor Lee added that it might be a benefit to reduce the buffer because the planted landscape could create

a more condensed screen rather than the sporadic screen provided by natural landscape that could be sparse.

Commissioner Gunnin asked Vicki Taylor Lee how to word a modification to enforce no other uses if they granted the variance. She replied that the verbiage could state no structures allowed and a year-round visual screen required. She added that they could require the County Arborist to visit the site. County Attorney Chris Hamilton interjected that they could require a County approved landscape plan and the language could include the requirement of an arborist signing off on the plan. Ms. Taylor Lee expressed concern over the cost to the Popes to hire an arborist.

Commissioner Johnston suggested adding the following verbiage to the existing modification: "With regard to lot 134, the septic system and landscaping will be allowed within the buffer area, so long as there is sufficient vegetation that will grow to provide an effective year-round visual screen."

All parties seemed to agree. Commissioner Johnston asked Mr. Pierce if he approved of this agreement and he replied yes.

Commissioner Johnston then made a motion to approve the modification of the zoning request with the above-described language. Commissioner Gunnin seconded and there was unanimous approval.

PUBLIC COMMENT

One person had signed up to speak:

1. Troy Welker signed up to speak about general topics. He commented about an event held in December by the Cherokee County Child Advocacy Center, thanking County staff and particularly Mr. Cooper and Parks and Recreation in the efforts put forth to pull off such a successful event. He also recognized former Commissioner Hubbard for bringing awareness to the event. He asked if next year the Board could encourage more support from the cities.

ZONING CASES

CASE NUMBER : 12-12-009
APPLICANT : **Trevor Barnett**
ZONING CHANGE : R-40 to GC
LOCATION : Hickory Flat Highway

MAP & PARCEL NUMBER	: 02N04 - 253
ACRES	: 1.89
PROPOSED DEVELOPMENT	: Commercial Uses
COMMISSION DISTRICT	: 2
FUTURE DEVELOPMENT MAP	: Transitional Corridor over Country Estates
PLANNING COMMISSION RECOMMENDATION	: **Denial**

As discussed in Work Session, Jeff Watkins advised that the applicant is asking the Board to allow them to withdraw the request without prejudice so that the property owner is not encumbered for the next 12 months.

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

COMMISSION BUSINESS

CHAIRMAN **L. B. AHRENS**

A. Vacancy on Region One DBHDD (Department of Behavioral Health, Development Disabilities) Planning Committee. Information is available on the table out front.

B. Debrief Board of Commissioners Retreat on January 17/18, 2013 at Commissioner Harry Johnston's Lake Lanier Home.

Chairman Ahrens stated that he gave a summary of the retreat at the Work Session but he would wait until the next meeting to discuss in more detail when the minutes would be available.

He then mentioned that the Region One DBHDD Planning Committee still has a vacancy and that applications were out front if anyone was interested.

COMMISSION DISTRICT 1 **HARRY B. JOHNSTON**

DRAFT

COMMISSION DISTRICT 2 **RAYMOND GUNNIN**

A. Appointments to various Boards and Committees.

Commissioner Gunnin made the following appointments:

Animal Control Advisory Board-Brandon Day; Construction Board of Appeals-David Turcotte; Impact Fee Appeals Board-Bonnie Ellis; Planning Commission-Richard Weatherby; Wrecker Service Advisory Board-Jason Daniels; Zoning Board of Appeals-Melissa Range.

He added that he was still looking for a candidate for the Cemetery Preservation Committee.

COMMISSION DISTRICT 3 **BRIAN POOLE**

A. Appointments to various Boards and Committees.

Commissioner Poole stated that he did have one more appointment to make but that he would make that at the next meeting.

VICE CHAIR/COMMISSION DISTRICT 4 **JASON NELMS**

CONSENT AGENDA

1.1 Consider approval to accept Georgia Office of Homeland Security Grant and budget amendment in the amount of $90,578.00 to increase revenues and expenditures for FY2013 the Multiple Grant Fund (Fund 250). There is no match required for this grant.

1.2 Consider approval to accept a contribution from Georgia Trauma Care Network Commission for an amount up to $7,620.15 for the purchase of trauma related equipment and budget amendment to increase Fund 580 (EMS Contributions) revenues and expenditures in same amount.

1.3 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Three Branches Subdivision.

1.4 AMENDED: Consider approval of budget amendment reducing Indigent Defense Budget by $40,000.00 and increasing State Court Budget by $40,000.00 to allow the creation of a secretary for the third State Court Judge.

Mr. Cooper explained that the new judge was located on the third level, away from the other judges and secretaries, and was in need of support. Commissioner Johnston thank Mr. Cooper for assisting to create this position because when the state says a third judge is warranted and pays for the judge, they don't pay for a secretary.

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

COUNTY MANAGER

2.1 Consider approval to purchase twelve (12) new vehicles for the Cherokee Sheriff's Office from low bidders Cherokee Dodge and Hardy Chevrolet for a total amount of **$403,161.00**. Cherokee Dodge was the low bidder of the Dodge Charger at $32,317.00. Hardy Chevrolet (state contract holder) was the low bidder of the Chevrolet Tahoe at $35,412.00.

Commissioner Johnston asked if the purchase was from the SPLOST budget and Mr. Cooper that it was. Commissioner Johnston and Commissioner Nelms commented that they were glad we were able to select local vendors.

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

DRAFT

2.2 Consider approval of Memorandum of Understanding with the State of Georgia for reimbursement of costs incurred in an amount not to exceed $700,000.00 for construction of certain law enforcement training center facilities.

Mr. Cooper explained that the agreement was contingent upon bond funding by the state and approval of the County Attorney, though he is not expecting major revisions. He added that with two facilities closing, he feels certain the state will approve this funding.

Chairman Ahrens asked if we are building more than we would have without the contribution. Mr. Cooper replied that we were not and that the contracts were already in place.

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

COUNTY ATTORNEY

3.1 Consider approval of settlement agreement with Cornerstone Construction related to the Patton mold litigation.

Chris Hamilton explained that this was the last link in resolving the 2005 Patton mold litigation. Chairman Ahrens asked that a summary of closure of the Patton case be prepared and Mr. Cooper replied that he would do that. The Chairman added that the settlement was in the amount of $50,000.00.

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

3.2 Amended: Authorization to proceed with abandonment of certain roads.

Chris Hamilton stated that out of Work Session came an item that needed to go before the Board regarding abandonment proceedings.

To the extent Cherokee County has any interest, said interest being expressly denied, in that portion of road in between the “end of maintenance” signs on

Garland Mountain Trail and Collins Place, Mr. Hamilton asked for a motion to direct the County Attorney and staff to begin abandonment proceedings.

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

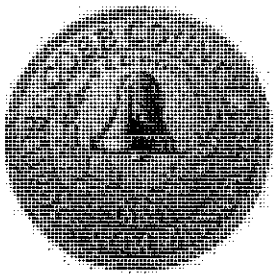
To the extent Cherokee County has any interest in a road known as Revis Road beginning at or near the "end of maintenance sign" on Garland Mountain Trail and ending at or near the Bartow County line, said interest being expressly denied, Mr. Hamilton asked for a motion to direct the County Attorney and staff to begin abandonment proceedings.

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

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made the motion to adjourn at 7:07 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

DRAFT



Cobb County Board of Commissioners

Tim Lee, Chairman

100 Cherokee Street, Suite 300
Marietta, Georgia 30090-7000
(770) 528-3305 / fax: (770) 528-2606

Comm. Dist.

All

TO: David Hankerson, County Manager

FROM: Tim Lee, Chairman

This item has been electronically signed by:
Tim Lee, Chairman

DATE: January 8, 2013

PURPOSE

To request the Board of Commissioners approve and execute a Resolution requesting legislative action to provide authorization to permit a Special Purpose Local Option Sales Tax (SPLOST) at a fraction of one percent (1%) and to implement the tax on the next succeeding calendar quarter after the certification of results of an election at which a tax is approved by voters.

BACKGROUND

The Official Code of Georgia (Part 1 of Article 3 of Chapter 8 of Title 48) authorizes the imposition of a county one percent (1%) special purpose sales and use tax (SPLOST) for the financing of certain capital outlay projects. The State of Georgia does not permit the imposition of a SPLOST at a rate of less than one percent (1%). The Board of Commissioners recognizes that fractional-penny SPLOSTs revenues would best meet the needs of Cobb County government by allowing the Board to cooperate and coordinate local sales and use taxes within the limits of the law without overburdening taxpayers.

RECOMMENDATION

The Board of Commissioners approve and execute a Resolution requesting legislative action to provide authorization to permit a Special Purpose Local Option Sales Tax (SPLOST) at a fraction of one percent (1%) and to implement the tax on the next succeeding calendar quarter after the certification of results of an election at which a tax is approved by voters.

ATTACHMENTS

- Resolution

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA REQUESTING LEGISLATIVE ACTION TO PROVIDE AUTHORIZATION TO PERMIT A SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST) AT A FRACTION OF ONE PERCENT (1%) AND TO IMPLEMENT THE TAX ON THE NEXT SUCCEEDING CALENDAR QUARTER AFTER THE CERTIFICATION OF RESULTS OF AN ELECTION AT WHICH A TAX IS APPROVED BY VOTERS.

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the "Act") authorizes the imposition of a county one percent (1%) sales and use tax known as the special purpose local option sales tax (the "SPLOST") for the purpose, *inter alia*, of financing certain capital outlay projects; and

WHEREAS, the State of Georgia is one of the few states that does not permit the imposition of a SPLOST at a rate of less than one percent (1%); and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the "Board of Commissioners") recognizes that there are times when revenues from a less than one percent (1%) SPLOST (fractional-penny SPLOST) would best meet the needs of Cobb County government, allowing the tax to be limited and targeted to proposed projects; and

WHEREAS, the Board of Commissioners recognizes that fractional-penny SPLOSTs would allow the Board to cooperate and coordinate local sales and use taxes within the limits of the law without overburdening taxpayers; and

WHEREAS, the Board of Commissioners recognizes that the flexibility to present single or multiple proposed SPLOST projects of up to one percent (1%) reflects the best stewardship of resources and would be in the best interests of the citizens of Cobb County, Georgia (the "County"); and

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Act provides for the imposition of the tax on the first day of the next succeeding calendar quarter which begins more than 80 days after the date of the election at which the tax was approved by the voters; and

WHEREAS, the Board of Commissioners believes it to be in the best interests of its citizens to implement a sales and use tax without delay following approval at a special election to result in the realization of more immediate benefits;

NOW, THEREFORE, BE IT RESOLVED that the Cobb County Board of Commissioners supports the enactment of State legislation that would provide authorization to permit SPLOSTs at a fraction of one percent (1%) and requests that the Legislature act accordingly.

BE IT FURTHER RESOLVED that the Board of Commissioners further supports the enactment of State legislation that would provide that a fractional-penny SPLOST, once approved by voters, would be imposed on the first day of the next succeeding calendar quarter after certification of results of an election at which such tax is approved by the voters.

The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of this Resolution to the members of the legislative delegation for Cobb County, Georgia.

The foregoing resolution was adopted at a regular meeting of the Cobb County Board of Commissioners, held on the ____ day of January, 2013.

COBB COUNTY, GEORGIA

_____
Timothy D. Lee, Chairman

_____
Commissioner Helen Goreham

_____
Commissioner Robert J. Ott

_____
Commissioner Joann Birrell

_____
Commissioner Lisa Cupid

ATTEST:

_____
County Clerk

Date Adopted _____

Cherokee County, Georgia
Agenda Request

SUBJECT: Surplus items/Probate Court MEETING DATE: February 5, 2013

SUBMITTED BY: Laura Jackson, Sr. Deputy Clerk, Cherokee Co. Probate Court

COMMISSION ACTION REQUESTED:
Approval of items submitted for surplus

FACTS AND ISSUES:

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

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

SURPLUS PROPERTY TRANSFER FORM

Date: _____

Transferred From:	Transferred To:

Action Requested: _____ Transfer ✓ Surplus _____ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Dell Keyboard mN SK-8135 S/N CN DDJ425-71611-6II-171X	(F)			
2	1	Dell Keyboard mN RT7D20 S/N TH.04N454.37171.293.1715	F			
3	1	Dell Keyboard mN SK-8110 S/N CN D7N242-38844273 3V26	F			
4	1	Dell Keyboard mN RT7D20 S/N TH.04N454.37171-292.0628	F			
5	1	Dell Keyboard mN RT7D20 S/N CN.04N454.37172 3BD2603	F			
6	1	Dell Keyboard mN RT7D20 S/N CN.04N454-37172.3BC-3625	F			
7	1	Dell Mouse MN M-UAR-DEL7 P/ID H3299131111L2	P			
8	1	Dell mouse mN M-S69 S/N LZH34928365	P			
9	1	Dell Mouse mN M-S69 S/N LZH34916959	P			
10	1	Dell mouse mN M-S69 S/N LZH34928348	P			
11	1	Dell mouse mN M-S69 S/N LZA23348181	P			
12	1	SHARP CALCULATOR CS-1152H # 4C007854	P			

~~Purchasing Representative~~	~~Dept Property Coordinator~~	~~Received By~~
Procurement Dept	Surplusing Department	
Signature [signature]	Signature: [signature]	Signature:
Title: Procurement Specialist	Title: Probate Judge	Title: N/A
Date: 1/28/13	Date: 1/29/13	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: _____

Transferred From:	Transferred To:

Action Requested: _____ Transfer ✓ Surplus _____ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	harman/Kardon speakers SIN CN 04N567 48220 26S00T7	F			
2	1	harman/Kardon speakers SIN CN-04N567 48220 28V06F0	F			
3	1	harman/Kardon speakers SIN CN 04N567-48220-28V-06TW	F			
4	1	Dell Speakers MN A215 SIN CN-0D3431-48220-3C8-07W0	F			
5	1	Dell Speakers MN A215 SIN CN-0D3431-48220-3C8-06H4	F			
6	1	Dell Speakers MIN A215 SIN CN 0D3431-48220-3C8-06M2	F			
7	1	Dell Monitor MIN E151FP SIN CN-0K1645-46633-2AG-8EDUT	F			
8	1	Dell monitor MIN E152FPb SIN CN-0M1619-46633-3CB-5EDU	P			
9	1	Dell monitor MIN E152FPb SIN CN-0M1619-46633-3CB5EPIL	P			
10	1	Dell monitor MIN E152FPb SIN CN-0M1619-46633-3CB-5ETU	P			
11	1	Brother Copier MIN HL-60 SIN 1160956HL352D5677	P			
12	1	HP Laserjet 4300 PN: Q1334A SIN CNFB149084	P			

Purchasing Representative Procurement Dept	Dept Property Coordinator Surplusing Dept.	Received By
Signature [signature]	Signature: [signature]	Signature:
Title: Procurement Specialist	Title: Probate Judge	Title: N/A
Date: 1/28/13	Date: 1/29/13	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: _____

Transferred From:	Transferred To:

Action Requested: _____ Transfer ✓ Surplus _____ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Xerox Phaser 3200 FPIN 6pzr S/N GAL082167	P			
2	1	APC Battery Backup MIN DE280C S/N NB0842099565	P			
3	1	APC Battery Backup MIN BR500 S/N BB0527034037	P			
4	1	APC Battery Backup MIN BR900 S/N 5B0337133423	P			
5	1	APC Battery Backup MIN BR500 S/N BB0743005670	P			
6	1	Belkin Battery Backup MIN F6C325	P			
7	5	Kantek roller CPU stands (Black)	G			
8	1	Dell CPU # H4RWD41	P			
9	1	Dell CPU # 7YXWD41	P			
10	1	Dell CPU # F5KC121	P			
11	1	Dell CPU # 7LKC121	P			
12	1	Dell Monitor # MIN E152FPb S/N CN 0M1618 46433 3CQ5E9U	P			

~~Purchasing Representative~~ Procurement Dept.	~~Dept Property Coordinator~~ Surplusing Dept.	Received By
Signature: [signature]	Signature: [signature]	Signature:
Title: Procurement Specialist	Title: Probate Judge	Title: N/A
Date: 1/28/13	Date: 1/29/13	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: _____

Transferred From:	Transferred To:

Action Requested: _____ Transfer ✓ Surplus _____ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	1 Dell Keyboard Model No. RT7020 S/N CN-0HN454-37172-5BC-3604	P			
2	4	Neval Office Products - Adjustable Foot Rests	G			
3	1	HP LaserJet 1020 Printer S/N CNBK160516 57	P			
4	1	1 Net Gear ProSafe 5 port Gigabit Switch GS105v2 S/N 1FD38250792F	P			
5	1	1 Brother Typewriter model ML 100 S/N 7K620650	G			
6	1	Brother Typewriter model ML 100 S/N 7K724334	G			
7	1	Brother Typewriter model ML 100 S/N 7K724313	G			
8	1	IBM wheelwriter 1500 S/N 11-LT037	F			
9	1	Xerox 6010 memory writer S/N DIC 185819	F			
10	1	Archer S/N Power Outlet Strip Cat. No. 61-278DA	P			
11						
12						

~~Purchasing Representative~~ Procurement Dept	~~Dept Property Coordinator~~ Supply Dept	Received By
Signature: [signature]	Signature: [signature]	Signature:
Title: Procurement Specialist	Title: Probate Judge	Title:
Date: 1/28/13	Date: 1/29/13	Date:

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Cherokee County, Georgia
Agenda Request

SUBJECT: Surplus/Disposal of outdated computers MEETING DATE: February 5, 2013

SUBMITTED BY: Susan Garcia, Animal Shelter

COMMISSION ACTION REQUESTED:

Consider request to surplus and dispose of five Dell desktop computers that are outdated and in poor condition.

FACTS AND ISSUES

The Animal Shelter has five old desktop computers that are no longer being used, either obsolete or in poor condition. Requesting to surplus the items and dispose of items.

BUDGET:

Budgeted Amount:
Amount Encumbered:
Amount Spent to Date:
Amount Requested:
Remaining Budget

Account Name:
Account #:

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

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

ADMINISTRATIVE RECOMMENDATION:

To approve the request to surplus and dispose of outdated desktop computers that no longer serves the needs of the Animal Shelter.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

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

SURPLUS PROPERTY TRANSFER FORM

Date: 1/22/2013

Transferred From:	Transferred To:
Animal Shelter	

Action Requested: _____ Transfer ___X___ Surplus _____ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Dell Optiplex GX520 OQMBK91	P			
2	1	Dell Optiplex GX520 JQMBK91	P			
3	1	Dell Optiplex GX520 FQMBK91	P			
4	1	Dell Optiplex 330 4YBS5H1	P			
5	1	Dell Optiplex GX620 FPH0C81	P			
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative	Dept Property Coordinator	Received By
Signature: Chi Collett	Signature:	Signature:
Title: Chief Marshal	Title: Director	Title:
Date: 1-22-13	Date: 1/22/2013	Date:

Cherokee County, Georgia
Agenda Request

SUBJECT: Accident Damage Recovery Monies MEETING DATE: 2/5/2013

SUBMITTED BY: Stacey Williams, Sheriff Office Director of Admin Services

COMMISSION ACTION REQUESTED:

Authorize Budget Amendment to increase the Sheriff Office Uniform Patrol Division (UPD) expenditures and revenues to accept monies for repair of patrol car.

FACTS AND ISSUES:

On December 20, 2012 a marked patrol car was accidently hit by a privately owned construction company's vehicle resulting in damages totaling $1,416.48. The construction company has issued payment to Cherokee County for the damages.

A Budget Amendment needs to be approved to accept the monies into the General Fund and increase the expenditures for the UPD.

BUDGET:

Budgeted Amount:	$0	Account Name: UPD-Veh Rep Insurance
Amount Encumbered:	$0	Account #: 13323000-522203
Amount Spent to Date:	$0	
Amount Requested:	$1,416.48	
Remaining Budget:	$1,416.48	

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

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

ADMINISTRATIVE RECOMMENDATION:

Authorize Budget Amendment to increase General Fund revenues and expenditures to accept reimbursement monies for vehicle accident.

REVIEWED BY:

DEPARTMENT HEAD: Stacey D. Williams

AGENCY DIRECTOR:

COUNTY MANAGER

Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form

Instructions:

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

REVENUES:

Department Org Code	Object	Account Name	Amount
10090	383000	INSURANCE RECEIVABLES	1,416.48
			1,416.48

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
13323000	522203	VEHICLE MAINT-INSURANCE	1,416.48
			1,416.48

PURPOSE OF TRANSFER/ AMENDMENT

ACCIDENT ON 12/20/2012 INVOLVING PRIVATE CONSTRUCTION VEHICLE AND
SO PATROL CAR (CAR 674, ASSET# 3097)
CONSTRUCTION COMPANY PAID FOR REPAIRS DIRECTLY

Department Head Approval: Stacy D. Wilt

County Manager Approval:

Date Approved by BOC (please attach a copy of Minutes) 2/5/2013

Cherokee County, Georgia
Agenda Request

SUBJECT: Convergint PSA Amendment One MEETING DATE: 2/5/2013

SUBMITTED BY: Angelo Sanders, IT Department

COMMISSION ACTION REQUESTED:

Authorize County Manager to execute Amendment One to PSA 2011 with Convergint Technologies, Inc. for an annual not to exceed cost of $17,689 for maintenance of the security systems (electronic key/lock systems).

FACTS AND ISSUES:

The annual service and maintenance of the electronic key/lock systems for the calendar year 2013 is up for renewal. The provider, Convergint Technologies, Inc., has offered a 5% reduction from the 2012 annual fee for a savings of $931 annually and $2,793 over the next three years.

The Procurement & Risk Management Department recommends renewing with Convergint for the calendar year 2013 with two one-year renewal options (to December 2015); see attached Procurement Summary.

This Amendment also incorporates the O.C.G.A. § 50-36-1 requirement for public benefits (SAVE Affidavit).

BUDGET:

Budgeted Amount:	$18,620	Account Name: IT Contracts
Amount Encumbered:	$0	Account #: 11535000-531660-C1000
Amount Spent to Date:	$0	
Amount Requested:	$17,689	
Remaining Budget:	$931	

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

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

ADMINISTRATIVE RECOMMENDATION:

Authorize County Manager to execute Amendment One to PSA 2011 with Convergint Technologies, Inc. for an annual not to exceed cost of $17,689 for maintenance of the security systems (electronic key/lock systems).

REVIEWED BY:

DEPARTMENT HEAD: Dawn Angelo Sanders 1/28/2013

AGENCY DIRECTOR: Everiste Nya 1/28/2013

COUNTY MANAGER

Procurement Summary

Date Submitted:	5-Feb-13
Submitted by:	Kristi Thompson, Procurement KT
PSA Number:	2011
Period of Performance:	3 Years; March 2013 to December 2015
Supplier Name:	Convergint Technologies, LLC
General Description of Purchase:	Annual Maintenance of Electronic Security System
Source of Funds:	Approved in Annual Operational Budget (IT Dept)

Background

In 2009 we contracted with Convergint to install security card readers for the Administration Building
This PSA is for maintenance of the service, which includes Predictive Maintenance, 24 hour response for the repairs and Database Management.

Source Selection

By selecting the card readers we have in effect sourced the maintenance.
Our options are otherwise to go without maintenance or to bid out the security card reader business. for replacement of all hardware and software.

Fair and Reasonable Price Determination

Without competitive bids or cost data the determination of fairness is difficult.
Since this service is mainly involving software we know the industry typically charges 10 - 15% of the s/w purchase price for maintenance.
The original price of the s/w installed is $215,000 for the Jail and $75,000 for the Bluffs Admin Bldg. Therefore the maintenance fee for the Jail is **5%** of the original purchase price and the maintenance fee for the Bluffs Admin Bldg is **7%** of the original purchase price; both of which are below the low end of the industry standard (10%).
In addition, we were able to secure a 5% reduction annually from current PSA price.

Special Considerations

This contract is a three year commitment.

Recommendation

Given the need for the service and the lack of practicality in obtaining a replacement supplier as discussed above, this PSA is recommented for the County Manager's approval and execution.

Cherokee County
Board of Commissioners

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

AMENDMENT ONE
to
Professional Services Agreement
for
Electronic Key/Lock Systems Maintenance

Award Date: January 1, 2011

Consultant: Convergint Technologies, LLC
1555 Oakbrook Dr, Ste 165
Norcross, GA 30093

AMENDMENT ONE

The following amendments to the Professional Service Agreement dated January 1, 2011 made and entered into by Cherokee County (County) and Convergint Technologies, LLC (Consultant) shall take precedence over any and all terms and conditions in conflict herewith as part of this Agreement:

1. Whereas the County and the Consultant mutually agree to extend the Professional Service Agreement period by three (3) years to December 31, 2015; and
2. Whereas the Annual Fee has been reduced by five percent (5%) for the Term of the Agreement; and
3. Whereas Exhibit C of Section I-A (The Work) has been modified as per Exhibit C Revised 1/1/2013 (2 pages), attached hereto and made a part hereof; and
4. Whereas Section I-C of the Agreement is modified to include the following, "This Agreement shall commence as of the date first written below. The Parties agree that this Agreement, as required by O.C.G.A § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to the Consultant at least five (5) days prior to the end of the then current calendar year."
5. Whereas Section III (Compensation and Method of Payment) has been modified as per the attached revised Exhibit C and the new total annual fee is not to exceed Seventeen Thousand Six Hundred Eighty-Nine Dollars ($17,689) for the Term of the Agreement; and
6. Whereas Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1) and pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the County attached hereto as Exhibit D.

Executed this 28th day of January 2013

CONSULTANT:

Convergint Technologies LLC

By: Jim Berry
Its: Service Manager

CHEROKEE COUNTY

By: Jerry Cooper
Its: County Manager

EXHIBIT "C"

DESCRIPTION OF SERVICES – THE "WORK"

REVISED 1/1/2013

County and Consultant expressly acknowledge and agree that in the event of any conflicts or discrepancies between (a) the Professional Services Agreement between County and Consultant (the "Agreement") to which this Exhibit is attached and (b) the Description of Services (Consultant's proposals dated 12/02/12 for the Sheriff's Office, Fire Department, and Bluffs Administration Building) set forth in the attached pages as Exhibit C Revised 1/1/2013, the terms and conditions of the Agreement shall control.

The following facility locations and pricing are based upon Convergint's Electronic Security Customer Support Program proposals dated December 2, 2012. Pricing outlined below effective to December 31, 2015.,

1. Fire Department
   County Representative: Danny Daniels
   498 Chattin Drive, Canton GA 30115
   Phone: 678-493-4015
   Email: ddaniels@cherokeega.com

Hwy 92 Facility	$930
Chattin Drive Facility	$560
Total Fire Department	$1,490
Less Multi-Year 5% Discount	$74.50
Total Fire Department	**$1,415.50**

2. Administration
   County Representative: Matt Williams
   1130 Bluffs Pkwy, Canton, GA 30114
   Phone: 678-493-6091
   Email: mwilliams@cherokeega.com

Administration Building	$5,840
Total Administration	$5,840
Less Multi-Year 5% Discount	$292
Total Administration	**$5,548**

3. Sheriff Office

County Representative: Angelo Sanders
498 Chattin Drive, Canton, GA 30115
Phone: 678-493-4125
Email: asanders@cherokeega.com

Hwy 92 Facility	$1,260
Chattin Drive Facility (Sheriff)	$8,120
Chattin Drive Facility (E-911 Center)	$1,910
Total Sheriff Office	$11,290
Less Multi-Year 5% Discount	$564.50
Total Sheriff Office	**$10,725.50**

Total All Facilities Annual Cost	$18,620
Less Total Multi-Year 5% Discount	$931
Total All Facilities Annual Cost	**$17,689**

This Agreement includes the following Convergint Technologies Standard Security Support Services:

- Predictive Maintenance*
- Database Management Services
- Software Subscription & Support
- Customer Basic Training (4 hours)
- Next Business Day Response
- Preferred 24/7 Hourly Service Rate

This Agreement includes the following Convergint Technologies Optional Security Support Services:

- Comprehensive Service-Labor Coverage
- Comprehensive Component Coverage
- Remote On-Line Diagnostics
- Priority On-Site Response

*Annual Predictive Maintenance (PM) will be performed on the system during one scheduled visit per site (i.e. Fire Department, Administration or Sheriff Office). PM will be scheduled Monday-Friday during normal working hours of 8am to 5pm.

EXHIBIT "D"

SAVE AFFIDAVIT
O.C.G.A. § 50-36-1(e)(2) Affidavit

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

1) ✓ 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 Norcross (city), GA (state).

Signature of Applicant

Timothy J. Beasley
Printed Name of Applicant

Subscribed and sworn before me on this the 28th day of January, 2013

Fern Hatzenbuhler
NOTARY PUBLIC
My Commission Expires: 4-6-2016

[NOTARY STAMP]
FERN HATZENBUHLER
Notary Public
Gwinnett County
State of Georgia
My Commission Expires Apr 6, 2016

Policy Number: CGS7409054

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Cherokee County, acting by and through its Board of Commissioners, as required by written contract.	Re: All Projects for Cherokee County Board of Commissioners according to the Service Agreement (CSP) issued to Convergint Technologies, LLC.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location And Description of Completed Operations
Cherokee County, acting by and through its Board of Commissioners, as required by written contract.	Re: All Projects for Cherokee County Board of Commissioners according to the Service Agreement (CSP) issued to Convergint Technologies, LLC.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2013

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

Willis of Illinois, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Insurance America	24554-002
INSURER B: Navigators Insurance Company	42307-001
INSURER C: XL Insurance America, Inc.	24554-102
INSURER D: Allianz Global Risks US Insurance Company	35300-002
INSURER E:	
INSURER F:	

INSURED

Convergint Technologies LLC #401
Location # 401
1651 Wilkening Rd.
Schaumburg, IL 60173-5323

COVERAGES **CERTIFICATE NUMBER:** 19302814 **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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		CGS7409054	3/1/2012	3/1/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			CAH740002401	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			CH12UMB704521IV	3/1/2012	3/1/2013	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWG740002201	3/1/2012	3/1/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	Y/N N						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Property Includes Personal Prop & Improve & Betterments EDP-Wilkening Loc only			MXI93015016	3/1/2012	3/1/2013	United States Blanket Limit is $6,000,000 Repl Cost/Special Form $5,784,465 Total Limit	

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

Re: All Projects for Cherokee County Board of Commissioners according to the Service Agreement (CSP) issued to Convergint Technologies, LLC.

Cherokee County, acting by and through its Board of Commissioners are included as Additional Insureds as respects to General Liability as required by written contract.

CERTIFICATE HOLDER

Cherokee County Board of Commissioners
Attn: Kristi Thompson
1130 Bluffs Pkwy.
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

Andrea Paino

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Cherokee County, Georgia
Agenda Request

SUBJECT: Drug Accountability Court Contract Award MEETING DATE: 2/5/2013

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

COMMISSION ACTION REQUESTED:

Award Professional Services Agreement Contract# 2013-03: Treatment and Case Management Services for Blue Ridge Judicial Circuit Drug Accountability Court to Ascension Counseling and Mental Health, LLC for a maximum not to exceed price of $960.00 per participant and an initial clinical evaluation fee not to exceed $30.00 per participant.

FACTS AND ISSUES:

The Superior Court of the Blue Ridge Judicial Circuit (BRJC) received grant funding to start an Adult Drug Accountability Court to reduce crime and substance abuse among high-risk, high need offenders. The Drug Accountability Court is a collaboration between the Superior Court Judges, the District Attorney's Office, Mental Health Providers, Cherokee Sheriff's Office, the Defense Bar and Probation. The Board accepted the three year federal grant award 2012-DC-BX-0040 from the Bureau of Justice Assistance on September 4, 2012 and the annual state grant award from the Criminal Justice Coordinating Council on November 6, 2012.

A Request For Proposals (RFP# 2013-03) was advertised on the County's website and in the Cherokee Tribune for two weeks for sealed, competitive Proposals for the Treatment and Case Management Services. Four (4) Proposals were received and opened on November 28, 2012. The Selection Committee met and ranked all Proposals based on the criteria and weighting outlined in the RFP.

Below is the Scoring Analysis:

Proposer Name	Points (out of 135)	Score (out of 100)
Ascension Counseling & Mental Health, LLC	134	99%
Highland Rivers Health	125.7	93%
Cherokee Center for Change Counseling, Inc	112	83%
Anka Bahavioral Health, Inc.	65.7	49%

The Selection Committee and the Procurement and Risk Management Department recommend award to Ascension Counseling and Mental Health, LLC.

The maximum number of participants anticipated for FY2013 is 65 at a total rate of $990 per participant ($960 for the program and $30 for clinical evaluation) for a total FY2013 expenditure of $51,150. Participants will be staggered in at a rate of 15 per month until the Program reaches full capacity of 65 total participants. The Treatment and Case Management Services will be funded by the state grant; there is no County match required for the state grant. No additional funding is requested to provide these services at the rates outlined in the Professional Services Agreement.

BUDGET:

Budgeted Amount:	$134,591	Account Name: Drug Court-State
Amount Encumbered:	$ 3,860	Account #: 25820-334100-STAT
Amount Spent to Date:	$ 388	
Amount Requested:	**$ 51,150**	
Remaining Budget:	$ 79,193	

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. (Received)

ADMINISTRATIVE RECOMMENDATION:

Award Professional Services Agreement Contract# 2013-03: Treatment and Case Management Services for Blue Ridge Judicial Circuit Drug Accountability Court to Ascension Counseling and Mental Health, LLC for a maximum not to exceed price of $960.00 per participant and an initial clinical evaluation fee not to exceed $30.00 per participant.

REVIEWED BY:

DEPARTMENT HEAD: Jennifer P. Williams 1/22/13

AGENCY DIRECTOR:

COUNTY MANAGER

CHEROKEE COUNTY BOARD OF COMMISSIONERS
RFP 2013-03: TREATMENT PROVIDERS FOR DRUG COURT

OVERALL POINTS & SCORE

	POINTS (OUT OF 135)	SCORE (OUT OF
ASCENSION COUNSELING	134	99%
HIGHLAND RIVERS HEALTH	125.7	93%
CHEROKEE CENTER FOR CHANGE	112	83%
ANKA BEHAVIORAL HEALTH, INC.	65.7	49%

INDIVIDUAL CRITERIA SCORES

ANKA		SCM 1	SCM 2	SCM 3	AVG	
Services Provided	Max 20 Pts	20	20	20	20.0	
Experience	Max 10 Pts	1	2	0	1.0	
Org Structure/Staffing	Max 10 Pts	1	2	0	1.0	
Qualifications of Personnel	Max 20 Pts	1	2	0	1.0	
Schedule/Office Location	Max 10 Pts	1	2	0	1.0	
Fee Schedule/Cost to Participants	Max 20 Pts	0	0	0	0.0	
Range of Services	Max 20 Pts	20	20	20	20.0	
Compliance with Standards	Max 20 Pts	20	20	20	20.0	
References	Max 5 Pts	2	0	3	1.7	
	135	66	68	63	**65.7**	**Total Pts (out of 135)**
					49%	**Score (out of 100%)**

ASCENSION		SCM 1	SCM 2	SCM 3	AVG	
Services Provided	Max 20 Pts	20	20	20	20.0	
Experience	Max 10 Pts	9	8	10	9.0	
Org Structure/Staffing	Max 10 Pts	10	10	10	10.0	
Qualifications of Personnel	Max 20 Pts	20	20	20	20.0	
Schedule/Office Location	Max 10 Pts	10	10	10	10.0	
Fee Schedule/Cost to Participants	Max 20 Pts	20	20	20	20.0	
Range of Services	Max 20 Pts	20	20	20	20.0	
Compliance with Standards	Max 20 Pts	20	20	20	20.0	
References	Max 5 Pts	5	5	5	5.0	
	135	134	133	135	**134.0**	**Total Pts (out of 135)**
					99%	**Score (out of 100%)**

CHEROKEE CENTER FOR CHANGE		SCM 1	SCM 2	SCM 3	AVG	
Services Provided	Max 20 Pts	15	15	15	15.0	
Experience	Max 10 Pts	10	10	10	10.0	
Org Structure/Staffing	Max 10 Pts	8	7	7	7.3	
Qualifications of Personnel	Max 20 Pts	20	20	20	20.0	
Schedule/Office Location	Max 10 Pts	8	7	7	7.3	
Fee Schedule/Cost to Participants	Max 20 Pts	10	7	5	7.3	
Range of Services	Max 20 Pts	20	20	20	20.0	
Compliance with Standards	Max 20 Pts	20	20	20	20.0	
References	Max 5 Pts	5	5	5	5.0	
	135	116	111	109	**112.0**	**Total Pts (out of 135)**
					83%	**Score (out of 100%)**

HIGHLAND RIVERS		SCM 1	SCM 2	SCM 3	AVG	
Services Provided	Max 20 Pts	20	19	20	19.7	
Experience	Max 10 Pts	7	7	7	7.0	
Org Structure/Staffing	Max 10 Pts	8	8	8	8.0	
Qualifications of Personnel	Max 20 Pts	18	17	18	17.7	
Schedule/Office Location	Max 10 Pts	10	10	10	10.0	
Fee Schedule/Cost to Participants	Max 20 Pts	19	18	18	18.3	
Range of Services	Max 20 Pts	20	20	20	20.0	
Compliance with Standards	Max 20 Pts	20	20	20	20.0	
References	Max 5 Pts	5	5	5	5.0	
	135	127	124	126	**125.7**	**Total Pts (out of 135)**
					93%	**Score (out of 100%)**

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this_____ day of _____, 20___, by and between **CHEROKEE COUNTY,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Ascension Counseling & Mental Health, LLC ("Consultant"), and the Blue Ridge Judicial Circuit (BRJC) under Georgia's system of judicial service delivery, collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County and BRJC desire to retain Consultant to provide certain services generally described as Drug Treatment and Case Management; and

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Professional Services as outlined in RFP 2013-03: Treatment and Case Management Services for Blue Ridge Judicial Circuit Drug Accountability Court

B. The Work

The Work to be completed under this Agreement (the "Work") consists of Treatment and Case Management Services as outlined in Consultant's Proposal dated November 28, 2012 attached hereto and incorporated herein by reference as Exhibit D (30 pages). In the event of any discrepancy between the terms of Exhibit D and the terms of this Agreement, that term operating most to the benefit of the County, as determined by the County in its sole discretion, shall govern.

Exhibit D includes the following Federal Assurances/Forms:

1) Appendix B - Non Collusion Affidavit; and
2) Appendix C - Certification Regarding Debarment, Suspension, Other Responsibility Matters for Primary Covered Transactions and Drug Free Workplace; and
3) Appendix F - Certification for Contracts, Grants, Loans and Cooperative Agreements; and
4) Appendix G – Federal Assurances Non-Construction Programs

C. Schedule, Completion Date, and Term of Agreement

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

II. WORK CHANGES

A. The County and BRJC reserve 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, the County and BRJC. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County and BRJC in their sole discretion, the County and BRJC shall have the right to determine reasonable terms, and the Consultant shall proceed with the changed work.

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County and BRJC of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County and BRJC *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff. Consultant understands that its compensation under this Agreement is funding by federal and state grant funds, and Consultant affirms that it is familiar with all applicable federal regulations and requirements and that it will comply with all such regulations and requirements.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed One Thousand One Hundred Thirty-Nine Dollars and Forty Cents ($1,139.40) per client for the program completion and Thirty Dollars ($30.00) per client for the Individual Session Fee, except as outlined in Section II(C) above.

The compensation for Work performed shall be based upon Section 8 and Appendix A of the Consultant's Proposal dated November 28, 2012 and outlined below:

Treatment Phase	Fee per client per month
First and Second	$120.00
Third	$50.00
Fourth	$40.00

# of Clients Completing Treatment Program	Aggregate Fee
1	$1,139.40
30	$34,182.00
65	$74,061.00

Individual Session Fee*	$30 per client
*To take place either at Cherokee County Adult Detention Center or Consultant Office	

C. There are no reimbursement costs covered in this Agreement.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

Funding for the BRJC Drug Accountability Court is provided by Federal and State Grants. Participation may be increased or decreased depending upon grant funds available each Federal and State Fiscal Year.

C. County's Reliance on the Work

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Josh Nation shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

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

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County or BRJC. 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 or BRJC 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 and BRJC with regard to the results of such services only.

I. **Insurance**

(1) Requirements:

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

(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. Not Applicable to this Agreement.

(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 $500,000 (five hundred thousand 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. Bests' 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. The entity named as an additional insured shall be "Cherokee County, acting by and through its Board of Commissioners".

J. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Affidavit

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

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

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

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

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

____ 500 or more employees.

____ 100 or more employees.

__X__ Fewer than 100 employees.

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

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

(2) SAVE Affidavit and Secure Verifiable Document

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

electronically, or by mail. Further, Consultant verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Consultant's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

K. Records, Reports and Audits

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

1. 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.

2. Consultant agrees that it will notify the office of the Chief Judge and the Presiding Drug Accountability Court Judge immediately upon the Consultant's either initiating or receiving notice of its involvement in an

action in the Superior Court of Cherokee County. This obligation shall apply to the Consultant, its officers, employees, or family members of its officers or employees, whether their participation in the action is corporate or as an individual, and shall further apply to any person contracting with the Consultant who has access to the Court's network or information. Consultant shall be responsible for educating its employees of the duty to disclose under this contract.

M. Confidentiality

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

N. Licenses, Certifications and Permits

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

O. Key Personnel

This Section not used.

P. Authority to Contract

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

Q. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Consultant ("materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County as Federal and State Confidentiality Laws allow. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost,

damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

V. COVENANTS OF THE COUNTY

A. Right of Entry

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

B. County's Representative

The Drug Accountability Court Coordinator, or their designee shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

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

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

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

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

VII. NO PERSONAL LIABILITY

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

asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

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

IX. SUCCESSORS AND ASSIGNS

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

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia. The parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations"), the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations"), and any other applicable federal or state laws and regulations. Consultant adheres to the privacy and security rules outlined in the federal Health Insurance Portability and Accountability Act (HIPAA) Act of 1996.

XI. CAPTIONS AND SEVERABILITY

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

XII. BUSINESS LICENSE

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

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Jennifer Williams for the County and BRJC, and Josh Nation for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO BRJC shall be sent to:

Coordinator
Drug Accountability Court
90 North Street, Suite 230
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Ascension Counseling & Mental Health, LLC
2885 Bob Cox Rd NW
Marietta, GA 30064

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

Neither the County, BRJC, 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, BRJC, and the Consultant have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County and BRJC.

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:

By: Joshua Nation
Its: Managing Member

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Angela Hamby
Notary Public

[NOTARY SEAL]

ANGELA HAMBY
My Commission
NOTARY
PUBLIC
EXPIRES
02-12-2016
CHEROKEE COUNTY, GEORGIA

My Commission Expires:
2-12-16

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 sue and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

636878
Federal Work Authorization User Identification Number

1/28/2013
Date of Authorization

Ascension Counseling & Mental Health LLC
Name of Contractor

BRJC Drug Accountability Court
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on the 28 day of January, 2013
in Canton (city), GA (state).

Signature of Authorized Officer or Agent

Joshua Natin
Printed Name of Authorized Officer or Agent

Managing Member
Title of Authorized Officer or Agent

Subscribed and sworn before me on this 28th day of January, 2013.

Angela Hamby
Notary Public

[NOTARY SEAL]

ANGELA HAMBY
MY COMMISSION
NOTARY
PUBLIC
EXPIRES
02-12-2016
CHEROKEE COUNTY, GEORGIA

My Commission Expires 2-12-16

EXHIBIT "B"

STATE OF Georgia
COUNTY OF Cherokee

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

636878
Federal Work Authorization User Identification Number

1/28/2013
Date of Authorization

Ascension Counseling & Mental Health LLC
Name of Subcontractor

BRJC Drug Accountability Court
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on the 28 day of January, 2013 in Canton (city), GA (state).

Signature of Authorized Officer or Agent

Joshua Nation
Printed Name of Authorized Officer or Agent

Managing Member
Title of Authorized Officer or Agent

Subscribed and sworn before me on this 28th day of January, 2013.

Angela Hamby
Notary Public

ANGELA HAMBY NOTARY PUBLIC My Commission Expires 02-12-2016 CHEROKEE COUNTY, GEORGIA

[NOTARY SEAL]

My Commission Expires 2-12-16

EXHIBIT "C"

SAVE AFFIDAVIT
O.C.G.A. § 50-36-1(e)(2) Affidavit

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

1) ✓ 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 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 Canton (city), GA (state).

Signature of Applicant

Joshua Nation
Printed Name of Applicant

Subscribed and sworn before me on this the 28th day of January, 2013

Angela Hamby
NOTARY PUBLIC
My Commission Expires: 2-12-16

[NOTARY STAMP]

ANGELA HAMBY
NOTARY PUBLIC
My Commission Expires 02-12-2016
CHEROKEE COUNTY, GEORGIA

EXHIBIT "D"
CONSULTANT'S PROPOSAL / THE "WORK"

TREATMENT AND CASE MANAGEMENT SERVICES FOR BLUE RIDGE JUDICIAL CIRCUIT DRUG ACCOUNTABILITY COURT

PROPOSAL FOR BLUE RIDGE JUDICIAL CIRCUIT DRUG ACCOUNTABILITY COURT BY ASCENSION COUNSELING & MENTAL HEALTH, LLC

RFP #2013-03

[illegible]

Table of Contents

1. Organization Description 3
2. References 4
3. Qualifications of Key Staff 4
   - Joshua Nation 4
   - Jennifer Field Mark 5
   - Todd Stumbo 6
4. Current Workload 6
5. Contract Management Plan/Approach of Work 7
   - Facilities & Participant/Counselor Ratio 7
   - Treatment Component 8
   - Case Management Component 13
6. ~~Financial Statement~~ ..... 14 A
7. Services That Will be Supplied to the Courts 15
   - Biopsychosocial Evaluation 15
   - Substance Abuse Group Therapy 15
   - Alcohol and Drug Education 15
   - Individual Therapy Sessions 16
   - On-Site Alcohol/Drug Screening 16
   - Training/ Interdisciplinary Education to BRJC Drug Accountability Court Team 16
8. Proposed Fee Schedule 16
9. Insurance and Bonding information 17
10. Conclusion 17

A. Financial Statement has been deleted from Agreement; proprietary information.

1. Organization Description

Ascension Counseling & Mental Health LLC (Ascension Counseling) is an outpatient substance abuse treatment program staffed by a diversely trained group of professionals. Formally, Ascension Counseling opened its first office in March of 2012, with the mission of providing the best available interventions to at-risk clients. The staff of Ascension Counseling provides a comprehensive list of mental health services including, but not limited to, substance abuse evaluation and treatment, domestic violence batterer's intervention, individual therapy, family therapy, couples counseling, and therapy programs targeting adolescents. Mr. Joshua Nation, Chief Executive Officer (CEO) of Ascension Counseling, has served Cherokee County since 2004, initially as a misdemeanor probation officer employed by Georgia Probation Management and then starting in 2008 as an addictions counselor. Mr. Nation was committed to affecting change in the lives of high risk/high needs clients in his prior roles and he has instilled that same commitment into Ascension Counseling. To that end, Mr. Nation has assembled a team of dedicated professionals who are committed to seeing their clients recover and thrive in an ever-changing world. The core of what makes Ascension Counseling so unique is its diversely trained staff. Ascension Counseling employs both Certified Addictions Counselors (CAC), certified through the Georgia Addictions Counseling Association (GACA), and Licensed Professional Counselors (LPC). The expert knowledge of CAC's related to the complex intricacies of successful addiction treatment aligned with the broad based therapeutic skills of LPC's creates a treatment team that is both well balanced and supremely adaptable in servicing high risk/high needs substance abuse clients. The staff of Ascension Counseling has a background in offering substance abuse services in a variety of settings ranging from residential rehabilitation and community service boards to private practices. The core staff of Ascension Counseling has over twenty-four years experience in serving clients who are struggling with addiction. Ascension Counseling is also committed to facilitating the development of the next generation of addiction professionals through links with Kennesaw State University's internship programs for bachelors and masters level students and facilitating the growth of Counselors in Training (CIT) through GACA's Addiction Counselor Certification Program. Further, Ascension Counseling is committed to bringing the very best opportunities to clients by forming and maintaining relationships with other organizations in the community such as, in Cherokee County, The Cherokee Family Violence Center and Must Ministries. The staff of Ascension Counseling is also actively involved in coordinated community responses in Cobb County and Cherokee County, by actively participating in and holding leadership positions in both the Cobb County Domestic Violence Taskforce and the Cherokee County Domestic Violence Taskforce. Ascension Counseling, while focused on offering the very best in substance abuse services to the community, also continues to support successful working relationships with other outpatient substance abuse providers, residential treatment programs, and mental health agencies. The staff of Ascension Counseling also focuses on building successful relationships with stakeholders in the community as diverse as probation, local bar association members, faith based organizations, local non-profits, and locally owned businesses.

2. References

Mr. H. Michael Bray
Attorney/ Bray & Johnson
P.O. Box 1649, Canton, GA 30114
770-479-1426

Dr. Karen Kelly
CEO/Circle of Recovery Inc.
3015 Rainbow Drive, Decatur, GA 30034
404-243-5576
liferecoverycoach2012@gmail.com

Carol Marra
LPC/Private Practice
4036 Wetherburn Way, Norcross, GA 30092
678-357-6928
carolmarralcpm@gmail.com

Meg Rogers
Executive Director/ Cherokee Family Violence Center
P.O. Box 489, Canton, GA 30169
770-479-1804
meg@cfvc.org

Jenny Meyers
Attorney/Meyers & Meyers PC
181 Lee Street, Canton GA, 30114
770-479-5257
jrmeyerslaw@aol.com

3. Qualifications of Key Staff

The treatment team from Ascension Counseling that will oversee the implementation and continued development of the treatment component of the BRJC Drug Accountability Court consists of Mr. Joshua Nation, CAC II, Mrs. Jennifer Field Mark, LPC, and Mr. Todd Stumbo, CAC I.

Joshua Nation

Mr. Joshua Nation, CEO of Ascension Counseling, graduated from the University of Georgia in 2004 with a degree from the Terry College of Business in Business Management. Upon graduation, Mr. Nation began working for Georgia Probation Management in Cherokee County. During that time, Mr. Nation supervised probationers in both Cherokee County Superior

Court and Cherokee County State Court. Mr. Nation's focus was to see his probationers successfully complete probation and reenter society more fully engaged and focused on moving forward with their lives. Mr. Nation left Georgia Probation Management in 2008 and joined Choice Counseling & Evaluation Services Inc. where he served as an Addictions Counselor and facilitator of the Family Violence Intervention Program. During his time at Choice Counseling, Mr. Nation was in charge of conducting biopsychosocial evaluations, developing/revising treatment plans, conducting individual counseling sessions, conducting group counseling sessions, ensuring HIPPA/42 CFR Part 2 compliance of all records, preparing court documents and monthly reports sent to probation/ referral sources, and overall program development and implementation. Mr. Nation also engaged in a wide array of marketing practices focused on developing strong working relationships between organizations within the community. Mr. Nation earned his certification as a CAC II through GACA while working with Choice Counseling, and became an approved provider for the Georgia Department of Behavioral Health & Developmental Disabilities DUI Intervention Program. Mr. Nation left Choice Counseling in February of 2012 in order to assemble a new team and form Ascension Counseling. Along with his commitment to counseling services, Mr. Nation has been involved in numerous community projects, most notably, chairing the Cherokee County Domestic Violence Task Force. Mr. Nation's leadership of the Task Force between 2009 and 2010 helped lay the foundation for the Task Force to be selected by the Georgia Commission on Family Violence as the 2011 Georgia Task Force of the Year. Over the past five years, Mr. Nation has also been involved in numerous public speaking engagements including speaking to at-risk high school students about the perils of substance abuse and co-presenting a workshop at the Georgia Commission on Family Violence's 2012 Statewide Domestic Violence Conference. Mr. Nation has been formally trained on numerous curriculums, including The Duluth Model of Batterer's Intervention, Moral Reconation Therapy (MRT), and CENAPS Relapse Prevention Program, a form of Relapse Prevention Therapy (RPT). Mr. Nation has also been formally trained in Motivational Interviewing, a client centered counseling approach designed to help clients overcome ambivalent attitudes. Over the past two years, Mr. Nation has attended over 130 hours of continuing education with over 45 hours of education/training alone in the Development and Successful Implementation of Drug Accountability Courts. Mr. Nation will be responsible for approximately one third of the group counseling sessions along with fifty percent of the monthly individual counseling sessions used to monitor and update participants' treatment plans. Mr. Nation will be the primary designated representative from Ascension Counseling who will be attending all BRJC Drug Accountability Court staffing sessions and drug court sessions. Mr. Nation's specific responsibilities related to treatment are outlined in more detail under the "Treatment Component" of section five.

Jennifer Field Mark

Mrs. Mark is a Licensed Professional Counselor in the state of Georgia. She has operated a private practice in Canton, Georgia, since 2003, serving both the substance abuse and mental health needs of those in Cherokee and surrounding counties. She specializes in addiction

treatment, grief counseling, marital and family issues, depression and anxiety, anger management and other social and behavioral disorders. She has had success with hundreds of clients identifying and treating the root causes of self-destructive behaviors. Prior to working in private practice, Mrs. Mark worked for Highland Rivers Community Service Board as a counselor where she worked extensively with indigent clients, and supervised pre-licensed counselors. She holds a Bachelor of Arts in Psychology from Kennesaw State University and a Master of Arts in Psychology with a counseling specialty from Argosy University. She has had advanced training in the Matrix Model of Intensive Alcohol and Drug Treatment, Positive Parenting Techniques, and Conflict Resolution. Mrs. Mark will be responsible for approximately one third of the group counseling sessions along with fifty percent of the monthly individual counseling sessions used to monitor and update participants' treatment plans. Mrs. Mark will also be the alternate designated representative from Ascension Counseling who will, if needed, attend all BRJC Drug Accountability Court staffing sessions and drug court sessions. Mrs. Mark's specific responsibilities related to treatment are outlined in more detail under the "Treatment Component" of section five.

Todd Stumbo

Mr. Stumbo is a Certified Addictions Counselor, CAC I, through GACA and has been working in the addictions field for the past eight years. Mr. Stumbo earned his Associates Degree in Social Work from Georgia Perimeter College in 2009. Since starting to work in the addictions field, Mr. Stumbo has served in executive level positions at three separate residential inpatient treatment programs. Mr. Stumbo began working at Metropolitan Serenity House, a long-term residential facility, in 2005 where he ultimately served as Operations Director between 2007 and 2009. Mr. Stumbo left Metropolitan Serenity House in 2010 and as co-owner opened Recovery Outfitters, a long-term residential facility, where he served as Clinical Director until June of 2012. Mr. Stumbo subsequently joined Blue Ridge Mountain Recovery Center (a subsidiary of Acadia Healthcare) in October of 2012 and is currently the Clinical Director at the Center. Mr. Stumbo has extensive experience in developing and implementing treatment protocols and interventions. Mr. Stumbo has served as a lead counselor at each of the facilities he has worked with and is experienced in facilitating a wide array of Cognitive Behavior Therapy based counseling sessions. Mr. Stumbo will be responsible for approximately one third of the group counseling sessions provided by Ascension Counseling. Mr. Stumbo's specific responsibilities related to treatment are outlined in more detail under the "Treatment Component" of section five.

4. Current Workload

Over the past several months, Mr. Nation has transitioned a large number of his day-to-day responsibilities at Ascension Counseling to other staff in preparation of assuming the responsibility of leading the treatment team for the Blue Ridge Judicial Circuit (BRJC) Drug Accountability Court. Currently, approximately twenty hours per week of Mr. Nation's schedule are designated to conducting substance abuse and anger management evaluations, case

supervision, and group counseling. Mr. Nation's projected workload that will be specific to managing the BRJC Drug Accountability Court, assuming a participant caseload of sixty-five clients, will be approximately eighteen hours per week. This includes facilitating group counseling sessions, individual counseling sessions focused on treatment plan formulation and review, document/report preparation, along with attendance of all drug court staffing and drug court sessions.

Currently Mrs. Mark is engaged in approximately 22 hours per week of work between her own private practice and employment with Ascension Counseling. Mrs. Mark's projected work load that will be specific to providing services for the BRJC Drug Accountability Court, assuming a participant case load of sixty-five clients, will be approximately eleven hours per week, this will include facilitation of group counseling sessions and individual counseling sessions focused on treatment plan formulation and review.

Currently Mr. Todd Stumbo, as Clinical Director of the Blue Ridge Mountain Recovery Center, directs clinical operations of the facilities Chemical Dependency Counseling Program. He also develops, implements, supervises, and evaluates all therapeutic components of the program for the assigned client population. Mr. Stumbo works approximately forty hours per week in his service to Blue Ridge Mountain Recovery Center. Mr. Stumbo's projected workload that will be specific to providing services for the BRJC Drug Accountability Court, assuming a participant caseload of sixty-five clients, will be approximately five hours per week. This will be focused on facilitating group counseling sessions and ongoing program development.

5. Contract Management Plan/Approach of Work

Facilities & Participant/Counselor Ratio

Ascension Counseling & Mental Health LLC currently operates offices located at 50 Academy Street, Canton, GA 30114 and 675 Windy Hill Rd., Smyrna, GA 30080. In an effort to make attendance of treatment for BRJC Drug Accountability Court participants easier, a third office is in the process of being opened at 5399 Bells Ferry Rd., Acworth, GA 30102. This third office will be much closer to the population center of Cherokee County and should prove more accessible for likely participants. This new office will be fully operational by the estimated start date of January 1, 2013. In assembling the treatment team, careful planning and projections were made in order to determine the appropriate number of counselors to ensure that participants had a favorable participant/counselor ratio. Having three counselors service drug court participants ensures that no group session will have more than fifteen participants in attendance. The most likely number of participants per group session, depending on the actual number of participants in a given phase of treatment, should be approximately twelve. This projection assumes that participants in the BRJC Drug Accountability Court will be enrolled in the program at a staggered rate rather than all sixty participants enrolling on January 1, 2013. Maintaining group-counseling sessions with a low participant/counselor ratio helps ensure that all participants will

have ample time to engage in-group process and receive feedback from other group members and their counselor.

Treatment Component

The treatment component of the BRJC Drug Accountability Court will be anchored by evidence-based interventions designed to ensure a consistent application that is both individualized and measurable. All treatment modalities are approved and listed in The Substance Abuse and Mental Health Services Administration's (SAMSHA) National Registry of Evidenced based Programs and Practices, (NREPP). The primary treatment interventions used for participants of the BRJC Drug Accountability Court will include The Matrix Model, Moral Reconation Therapy (MRT), and Relapse Prevention Therapy (RPT). Participants will be completing the Matrix Model utilizing the manual provided by SAMSHA that is provided on their website as a downloadable pdf document. Participants will be completing MRT by utilizing "How to Escape Your Prison: A Moral Reconation Therapy Workbook" authored by Dr. Gregory L. Little and Kenneth D. Robinson. Finally, participants engaged in RPT will utilize the "Relapse Prevention Counseling Workbook: Practical Exercises for Managing High-risk Situations" authored by Terence T. Gorski and Arthur B. Tundy. Upon completion of each treatment modality, participants will be able to look back and review the progress they have made in their personal workbook. By keeping and maintaining these workbooks, participants will be able to review exercises and principals for years to come once they have successfully graduated from the BRJC Drug Accountability Court. An additional treatment component will be Life Skills Counseling. This portion of the treatment program will focus on real world application of skills and the acquisition of a more complete knowledge base to better equip participants to function successfully in society. The treatment team is also trained in Motivational Interviewing, along with numerous other therapeutic approaches, which is a client centered counseling style listed in SAMSHA's NREPP. During all phases of treatment, participants will be expected to attend self-help support groups, such as Alcoholics Anonymous or Narcotics Anonymous. The attendance of support groups will supplement the overall treatment experience and reinforce positive changes made in participants' lives as a result of therapy.

The treatment program will be comprised of four treatment phases. Consistently across all four phases, participants will be required to schedule and attend a minimum of one individual counseling session per month with their primary counselor, who will be assigned upon acceptance into the BRJC Drug Accountability Court. This monthly individual counseling session is for the purpose of successful treatment plan formulation and continued review. Upon a participant's acceptance into the BRJC Drug Accountability Court, their first contact with the treatment program will come in the form of an individual counseling session. During this session, all necessary forms and documents will be reviewed and signed and the overall scope of the treatment program will be explained in detail to the participant. It is at this point that the participant and counselor will begin the process of treatment plan formulation. This treatment

plan will grow and change over the course of treatment, and will be reviewed or modified during each subsequent individual session. For clients to graduate from each phase of treatment, they will be expected to complete all counseling assignments and prepare/modify an existing recovery plan.

The first phase or treatment will be a minimum of sixteen weeks in length and will require a minimum of six hours of group counseling per week. During this initial phase, participants will begin and ultimately complete the Matrix Model. As excerpted from the NREPP website,

> The Matrix Model is an intensive outpatient treatment approach for stimulant abuse and dependence that was developed through 20 years of experience in real-world treatment settings. The intervention consists of relapse-prevention groups, education groups, social-support groups, individual counseling, and urine and breath testing delivered over a 16-week period. Patients learn about issues critical to addiction and relapse, receive direction and support from a trained therapist, become familiar with self-help programs, and are monitored for drug use by urine testing. The program includes education for family members affected by the addiction. The therapist functions simultaneously as teacher and coach, fostering a positive, encouraging relationship with the patient and using that relationship to reinforce positive behavior change. The interaction between the therapist and the patient is realistic and direct, but not confrontational or parental. Therapists are trained to conduct treatment sessions in a way that promotes the patient's self-esteem, dignity, and self-worth.[1]

The Matrix Model is one of the most well researched and respected intensive outpatient treatment models recognized by NREPP. In reviewing possible treatment models to be included in the BRJC Drug Accountability Court Treatment Program, the Matrix Model was chosen due to its proven effectiveness, ease of application, affordable operating cost, and sustainability. It is the belief of the Ascension Counseling treatment team that utilizing the Matrix Model will provide participants with a foundation and knowledge specific to early recovery skills and alcohol/drug education that will help stabilize clients upon initial entry into the program. Additionally, the Matrix Model's inclusion of relapse prevention from onset of treatment will be crucial in providing participants with the necessary tools they need to start forming healthier relationships and behaviors. Mrs. Mark will primarily facilitate Matrix Model group sessions for participants involved in the first phase of treatment. Mr. Stumbo will also facilitate Matrix Model group sessions once a sufficient number of participants are enrolled in the program. Mrs. Mark will be in charge of Ascension Counseling's overall quality control and fidelity to the Matrix Model due to her formal training in implementation and facilitation through The Matrix Institute.

[1] http://nrepp.samhsa.gov/ViewIntervention.aspx?id=87

Additionally during the first phase of treatment, participants will begin attending Moral Reconation Therapy (MRT), group sessions. To successfully complete the MRT component of treatment, participants will attend a minimum of twenty-six weeks of MRT therapy. Therefore, participants will transition into the second phase of treatment before successfully completing the MRT component. As excerpted from the NREPP website,

> Moral Reconation Therapy (MRT) is a systematic treatment strategy that seeks to decrease recidivism among juvenile and adult criminal offenders by increasing moral reasoning. Its cognitive-behavioral approach combines elements from a variety of psychological traditions to progressively address ego, social, moral, and positive behavioral growth. MRT takes the form of group and individual counseling using structured group exercises and prescribed homework assignments. The MRT workbook is structured around 16 objectively defined steps (units) focusing on seven basic treatment issues: confrontation of beliefs, attitudes, and behaviors; assessment of current relationships; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism and development of frustration tolerance; and development of higher stages of moral reasoning. Participants meet in groups once or twice weekly and can complete all steps of the MRT program in a minimum of 3 to 6 months.[2]

In the opinion of the Ascension Counseling treatment team, MRT is without question the most well researched and well-respected program available designed to address offender recidivism. MRT's documented effectiveness at reducing offender rearrest and reincarcertion rates was the primary reason MRT was selected for inclusion in the treatment program. MRT addresses clients' beliefs and reasoning and is a systematic, step-by-step group counseling treatment approach for treatment-resistant clients. MRT is designed to alter how clients think and make judgments about what is right and wrong. As a program that is founded in Cognitive Behavior Therapy, MRT is designed to challenge clients to reassess the way they view their world and make much needed changes. Mr. Nation will be the counselor who will primarily facilitate MRT group sessions. Due to his formal training in implementation and facilitation of MRT through Correctional Counseling Inc, Mr. Nation will be in charge of Ascension Counseling's overall quality control and fidelity to the program standards.

The second phase of treatment will be a minimum of fourteen weeks in length and will require a minimum of four hours of group counseling per week. During this phase, participants will finish the MRT component and will begin and complete Relapse Prevention Therapy (RPT). As excerpted from the NREPP website,

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[2] http://nrepp.samhsa.gov/ViewIntervention.aspx?id=34

> Relapse Prevention Therapy (RPT) is a behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. RPT can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment. Coping skills training is the cornerstone of RPT, teaching clients strategies to:
>
> - Understand relapse as a process
> - Identify and cope effectively with high-risk situations such as negative emotional states, interpersonal conflict, and social pressure
> - Cope with urges and craving
> - Implement damage control procedures during a lapse to minimize negative consequences
> - Stay engaged in treatment even after a relapse
> - Learn how to create a more balanced lifestyle
>
> Coping skills training strategies include both cognitive and behavioral techniques. Cognitive techniques provide clients with ways to reframe the habit change process as a learning experience with errors and setbacks expected as mastery develops. Behavioral techniques include the use of lifestyle modifications such as meditation, exercise, and spiritual practices to strengthen a client's overall coping capacity.[3]

RPT was chosen for inclusion in the BRJC Drug Accountability Court as a companion to the Matrix Model to expand participants' understanding of relapse and methods to avoid it. By completing the first phase of treatment, participants will have learned a great deal about relapse prevention, however after several months of sobriety, a deeper understanding by participants of relapse will be beneficial to their sustained recovery efforts. In reviewing possible curricula by which the treatment team will approach RPT, the Gorski-CENAPS Model's "Relapse Prevention Counseling Workbook: Practical Exercises for Managing High-risk Situations" was chosen. This model of RPT is one that is very approachable by clients yet challenges them to continue to grow in their recovery. Mr. Stumbo will primarily facilitate RPT group counseling sessions and will be in charge of ensuring overall quality control and fidelity to the RPT Model due to his formal training in implementation and facilitation of Relapse Prevention Counseling through the CENAPS Corporation.

The third phase of treatment will be a minimum of six weeks in length and will require a minimum of two hours of group counseling per week. During the third phase, participants will be engaged in group counseling that will focus primarily on life skills development and continued involved monitoring of their MRT and RPT ongoing recovery plans. By the time participants

[3] http://nrepp.samhsa.gov/ViewIntervention.aspx?id=97

reach the third phase of treatment, they will have completed the Matrix Model, MRT, and RPT. Participants at this phase will have been living in a sustained state of sobriety for several months and will have a comprehensive recovery plan that they will be actively working on. Participants will, by this point, have a solid foundation from which to address other problem areas of their lives outside of substance abuse. It is at this point where participants will benefit from a comprehensive intervention designed to provide them with knowledge and basic skills that they may have previously never been exposed to due to their addiction. Life Skills Development will cover areas including, but not limited to, anger/stress management, basic money management skills, and employability skills (i.e. resume building and job interviewing.) Mrs. Mark will primarily facilitate Life Skills group sessions for participants involved in this third phase of treatment. The entire treatment team will work closely together to develop this component of the treatment program, as its inclusion will help participants make the transition from sustained sobriety into full-fledged recovery.

The fourth phase of treatment will be the aftercare portion of treatment and will extend for a minimum of six months. During this period, participants will be expected to attend a minimum of one aftercare group counseling session per month, which will be ninety minutes in length. In addition, participants will be expected to continue to schedule a monthly individual session with their primary counselor in order to continue to review and update their treatment plan. Aftercare groups are designed for the purpose of keeping participants grounded and focused on their recovery plans. At this point in the treatment process, participants will have been in a sustained state of recovery for an extended period of time and will be focused on living more functional and healthy lives. Mr. Nation, who will also be responsible for ensuring their effectiveness, will primarily facilitate aftercare groups.

As mentioned previously, the treatment team is trained and knowledgeable on a wide array of therapeutic approaches designed to be effective with high-risk high-needs participants. Motivational Interviewing (MI) is one such counseling style that will be utilized heavily during all treatment phases. The following excerpt from the NREPP website is designed to give further insight into this useful counseling approach that will be leveraged heavily in working with BRJC Drug Accountability Court participants.

> Motivational Interviewing (MI) is a goal-directed, client-centered counseling style for eliciting behavioral change by helping clients to explore and resolve ambivalence. The operational assumption in MI is that ambivalent attitudes or lack of resolve is the primary obstacle to behavioral change, so that the examination and resolution of ambivalence becomes its key goal. MI has been applied to a wide range of problem behaviors related to alcohol and substance abuse as well as health promotion, medical treatment adherence, and mental health issues. Although many variations in technique exist, the MI counseling style generally includes the following elements:

- Establishing rapport with the client and listening reflectively.
- Asking open-ended questions to explore the client's own motivations for change.
- Affirming the client's change-related statements and efforts.
- Eliciting recognition of the gap between current behavior and desired life goals.
- Asking permission before providing information or advice.
- Responding to resistance without direct confrontation. (Resistance is used as a feedback signal to the therapist to adjust the approach.)
- Encouraging the client's self-efficacy for change.
- Developing an action plan to which the client is willing to commit.[4]

The treatment team at Ascension Counseling, while currently trained and certified in numerous therapeutic styles, evaluation approaches, and evidenced based interventions is committed to continuing to develop the program offerings available to the BRJC Drug Accountability Court. To that end the treatment team will continue to research and seek out education and certification opportunities and will always be open to the guidance of the Drug Court Team in reviewing and selecting additional programs and components for inclusion.

Case Management Component

Ascension Counseling is committed to maintaining all participants' records secure and confidential in accordance with HIPAA and 42 CFR Part 2 guidelines and mandates. To that end, each client will be assigned an individualized file that will be maintained in a separate, dedicated, locked file cabinet specifically for BRJC Drug Accountability Court participants. This locked file cabinet will be located in a locked file storage room. Only counselors on the treatment team will have access to the filing cabinet where drug court participants' files are located. At the time of initial evaluation for abuse/dependence, potential participants will be required to sign a release of information form that meets HIPAA and 42 CFR Part 2 standards, which will provide for the open communication with the BRJC Drug Accountability Court Team. This release form will be approved not only by Ascension Counseling & Mental Health LLC's legal counsel, but also by the BRJC Drug Accountability Court. Should a potential participant be accepted into the BRJC Drug Accountability Court, that participant's file will be updated to reflect acceptance, and the release of information form will be reviewed and updated.

Participants' files and records will be maintained in accordance with all practices as required by HIPAA and 42 CFR Part 2. These records include, but are not limited to, participants' general biographical information including name, address, birthday, social security number, contact information, emergency contact information, employer, health information, and criminal history. Participants' files will include all original diagnostic and evaluative forms and reports along with subsequent treatment plans and case management updates. Additionally, all

[4] http://nrepp.samhsa.gov/ViewIntervention.aspx?id=130

pertinent releases, disclosures, and notices will be maintained in participants' files. Each participant's separate attendance logs for all services rendered will be maintained along with session progress notes and counselor insights. Ascension Counseling recognizes the fact that successful Drug Accountability Courts maintain high levels of program monitoring and evaluation in order to effectively measure the achievement of program goals and effectiveness. To that end, all participant files will be made available to the BRJC Drug Accountability Court for review within five days of notification.

Ascension Counseling will provide weekly caseload reviews and statistical information on participants at all BRJC Drug Accountability Court staffing sessions. These reports can be tailored to the degree of specificity that the BRJC Drug Accountability Court requests, but will include at a minimum: participant's name, date of birth, phase of treatment, attendance report, overall progress in treatment, counselor's concerns, employment status, support group attendance, and drug/alcohol screen results administered by the treatment team.

In an effort to provide the BRJC Drug Accountability Court with the most efficient services possible, attendance logs for all group meetings can be e-mailed to the Drug Court Coordinator, or other designated staff at the conclusion of each group session. This should facilitate a faster response to participants whom are at risk of continued use or relapse.

Ascension Counseling is ready to begin offering BRJC Drug Accountability Court participants Phase I Treatment on the anticipated start date of January 1, 2013. Additionally, Ascension Counseling's case management system is ready to be in operation on the anticipated start date of January 1, 2013. Weekly progress reports and statistical information will be ready once consultation with the drug court team has been held to establish the exact information required in the reports.

It is the belief of the treatment team at Ascension Counseling that a combination of the previously mentioned evidence-based treatment modalities facilitated in a meaningful, genuine, caring, and ethical manner will bring about the most rapid and long lasting change in the lives of the participants of drug court. This, combined with a thorough, efficient, transparent, and confidential case management system, will provide the BRJC Drug Accountability Court with the tools it needs to facilitate change in the lives of the high-risk/high-needs clients it serves. A sample of all curriculums that will be used, along with a sample participant file and weekly report, can be provided to the BRJC Drug Accountability Court for review upon request.

6. Financial Statement

Required financial documents are enclosed as Attachment I. Ongoing financial reports will be provided on a quarterly basis to the BRJC Drug Accountability Court.

7. Services That Will be Supplied to the Courts

Biopsychosocial Evaluation

The initial evaluation, which will form part of the application package for possible participants of the BRJC Drug Accountability Court Program, will either be conducted at the Cherokee County Adult Detention Center or at one of Ascension Counseling's Cherokee County locations. This evaluation will take approximately forty-five minutes to complete and will result in a report that will be forwarded to the BRJC Drug Accountability Court for review. All evaluations will be conducted in a timely manner to ensure that all potential participants are successfully identified and placed into the program as soon as possible. This evaluation will be a full biopsychosocial evaluation, addressing all major life areas. Ascension Counseling's staff utilizes numerous nationally recognized assessment tools when conducting evaluations for abuse/dependency. These include the Michigan Alcohol Screening Test (MAST), the Drug Abuse Screening Test (DAST), and the Addiction Severity Index (ASI). While conducting evaluations for substance abuse/dependence, the staff of Ascension Counseling has at their disposal other nationally recognized assessment tools to aid in the discovery of co-occurring disorders. These tools include: the Patient Health Questionnaire (PHQ-9) used to screen for possible depression, the Mood Disorder Questionnaire (MDQ) used to screen for possible bi-polar disorder symptoms, the Suicidal Behaviors Questionnaire (SBQ-R) used to assess suicide related thoughts and behaviors, and the Generalized Anxiety Disorder Assessment (GAD 7) which is used to identify if a full evaluation for anxiety is needed. During the course of evaluation, should there be any co-occurring mental health issues suspected, referral to an appropriate treatment provider will be made, and the BRJC Drug Accountability Court Team will be made aware of this concern in the provided report.

Substance Abuse Group Therapy

As mentioned previously, Ascension Counseling will provide group treatment that consists of The Matrix Model, Moral Reconation Therapy (MRT), Gorski-CENAPS Model of Relapse Prevention Therapy, Life Skills Group Therapy, and monthly aftercare group meetings. This wide array of evidence based treatment models, when combined, form the backbone of the BRJC Drug Accountability Court Treatment Program. In providing access to a continuum of alcohol/drug related treatment and rehabilitation services, Ascension Counseling will be able to successfully meet the needs of clients placed into the program.

Alcohol and Drug Education

All participants will receive through their involvement with Ascension Counseling comprehensive and up to date education about the impact of alcohol and drug use on the mind and body. This education will be heavily leveraged during the first phase of treatment, primarily through the Matrix Model Curriculum, but will be reinforced at all stages of treatment.

Individual Therapy Sessions

At least once per month all drug accountability court participants will be required to meet with their primary counselor to address and update their treatment plan. During these individual therapy sessions, participants will be reassessed to determine if they are complying with their treatment plan and to see if there are additional services that may be necessary. Should there be any violations of the BRJC Drug Accountability Court Program that would merit a review of a participant's treatment plan, i.e. a positive drug screen, an additional individual therapy session will be required.

On-Site Alcohol/Drug Screening

Ascension Counseling utilizes the Redwood Toxicology Laboratory's Reditest Panel-Dip Tests along with Reditest Alcohol Saliva Test Strips to screen clients for alcohol and drug use. As the BRJC Drug Accountability Court did not request comprehensive alcohol/drug screening as a component of this request for proposal, screening provided by Ascension Counseling will be utilized in situations when participants arrive for treatment and are suspected of recent drug use or current intoxication. The cost of this periodic alcohol/drug screening is factored into the monthly service fee provided.

Training/ Interdisciplinary Education to BRJC Drug Accountability Court Team

Training and education services will be provided to the Drug Court Team to keep them fully abreast of new resources, practices, approaches, therapies, methodologies, training opportunities, etc.

Additional services that can be made available to BRJC Drug Accountability Court Participants, which will be on an individualized basis beyond the scope of the standard Drug Court Treatment Program, include Individual Therapy, the 24-week Family Violence Intervention Program, Couples/Marriage Counseling, and Family Therapy.

8. Proposed Fee Schedule

The monthly flat fee for participants engaged in the first and second phases of treatment will be $120.00.

The monthly flat fee for participants engaged in the third phase of treatment will be $50.00.

The monthly flat fee for participants engaged in the fourth phase of treatment will be $40.00.

The aggregate fees for a single client completing the treatment program in a timely manner will be: $1,139.40.

The aggregate fees for thirty clients completing the program in a timely manner will be: $34,182.00.

The aggregate fees for sixty-five clients completing the program in a timely manner will be: $74,061.00

The fee for administering the initial clinical evaluation either at the Cherokee County Adult Detention Center or in the office will be $30.00.

9. Insurance and Bonding information

Required ACORD Agreements from all insurance providers are enclosed as Attachment II. There is no deductible required for any provided policy. Additionally, Ascension Counseling carries no bonding. If any additional documents are required for review, including, but not limited to, proof of professional credentials, professional licenses, and training hours attended, the staff of Ascension Counseling will gladly provide the documents upon request.

10. Conclusion

In summary, the treatment team at Ascension Counseling is committed to providing the BRJC Drug Accountability Court with the finest evidence based treatment interventions available in service to our community. The team at Ascension Counseling sincerely believes that the program, as described in this proposal, when implemented, will provide the residents of Cherokee County with an unsurpassed treatment program designed for success. The treatment team at Ascension Counseling, led by Mr. Nation, is committed to helping the BRJC Drug Accountability Court to successfully integrate the Ten Key Components of a Successful Drug Court into every facet of the program. The treatment team recognizes that an integrated treatment program and criminal justice system can achieve far better results in the lives of participants when working together than either can achieve working alone. This coordinated strategy will successfully heal the broken lives, families, and communities of participants that the BRJC Drug Accountability Court serves. Ascension Counseling is eager to contribute to the success of this noble cause. Thank you for your careful consideration of this proposal.

Attachment II

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2013

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 678-494-4211 770-517-1544
DCG Insurance Services, Inc.
139 Mirramont Lake Dr.
Woodstock, GA 30189

CONTACT NAME: Derek Good
PHONE (A/C, No, Ext): 678-494-4211 FAX (A/C, No): 770-517-1544
E-MAIL ADDRESS: derek.good201@countryfinancial.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Country Financial	
INSURER B: Cincinnati Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ascension Counseling & Mental Health, LLC
[redacted]

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 ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ✓ POLICY ☐ PRO-JECT ☐ LOC			GM9122273	04/02/2012	04/12/2013	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6C28UB-5B56028	08/24/2012	08/24/2013	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 100000
							E.L. DISEASE - EA EMPLOYEE	$ 100000
							E.L. DISEASE - POLICY LIMIT	$ 500000

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

Cherokee County acting by and through its Board of Commissioners, its officials. employees, agents or volunteers are added on a primary and non-contributory basis as additional insured, including completed operations on the general liability policy. All policies contain a waiver of subrogation in favor of Cherokee County acting by and through its Board of Commissioners, its officials, employees, agents or volunteers.

CERTIFICATE HOLDER

Cherokee County acting by and through its
Board of Commissioners
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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2012

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PRODUCER
The Van Wagner Group
A Division of Sterling & Sterling, Inc.
P.O. Box 9017
Woodbury, New York 11797

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Joshua Scott Nation
[redacted]

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] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			AHM158180	8/1/2012	8/1/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 2,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			AHM158180	8/1/2012	8/1/2013	Each Incident	$ 1,000,000
							Aggregate	$ 3,000,000

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

Certified Addiction Counselor

CERTIFICATE HOLDER

FOR RECORD PURPOSES ONLY

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

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PRODUCER

The Van Wagner Group
A Division of Sterling & Sterling, Inc.
P.O. Box 9017
Woodbury, New York 11797

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED

Jennifer Mark
[redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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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] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			AHM676227	11/15/2012	11/15/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 2,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liab.			AHM676227	11/15/2012	11/15/2013	Each Incident Aggregate	$ 1,000,000 $ 3,000,000

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

Licensed Professional Counselor

CERTIFICATE HOLDER

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PRODUCER

The Van Wagner Group
A Division of Sterling & Sterling, Inc.
P.O. Box 9017
Woodbury, New York 11797

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED

Todd M Stumbo
[redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			AHM676239	11/18/2012	11/18/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 2,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			AHM676239	11/18/2012	11/18/2013	Each Incident	$ 1,000,000
							Aggregate	$ 3,000,000

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

Certified Addiction Counselor

CERTIFICATE HOLDER

FOR RECORD PURPOSES ONLY

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

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APPENDIX "A"

RFP 2013-03 TREATMENT SERVICES AND CASE MANAGEMENT FOR BLUE RIDGE JUDICIAL CIRCUIT DRUG ACCOUNTABILITY COURT

PROPOSAL ACKNOWLEDGEMENT AND SIGNATURE FORM

I hereby acknowledge that I, as the Proposer:

a) Confirm the pricing outlined above is in accordance with Section V – Minimum Specifications of the Request for Proposal No. 2013-: TREATMENT SERVICES AND CASE MANAGEMENT FOR BLUE RIDGE JUDICIAL CIRCUIT DRUG ACCOUNTABILITY COURT; and

b) Have read and understand the requirements of this RFP 2013-03; and

c) Proposal complies with all minimum technical specifications as outlined in Section V of this RFP 2013-03; and

d) Understand this Project is funded by Federal grant funds and all Federal and State laws and regulations apply to this Contract; and

e) Have received, read and understand the Addenda up to and including No. 3; and
(Fill in highest # received)

f) Am duly authorized to execute and submit the Proposal documents.

Name of Company: Ascension Counseling & Mental Health LLC

Address: [redacted]

City: Marietta State: GA Zip: 30064

Representative: Joshua S. Nation
(printed name)

Signature:

Title: CEO

Telephone: 678-763-5860 Fax: 770-213-4167

E-Mail Address: josh@ac-mh.com

Proposal Price: $ $1,139.40 **Per Participant**

Proposal Price: $ $34,182.00 **Project Total (per 30 participants)**

*** END OF APPENDIX A ***

APPENDIX "B"

NON-COLLUSION AFFIDAVIT

I state that I am CEO (Title) of Ascension Counseling & Mental Health LLC (Name of Firm)

and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid/Proposal.

I state that:

1. The budgets shown in this Bid/Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP).

2. Neither the price(s) nor the amount of the Bid/Proposal, and neither the approximate budgets nor approximate amounts in this Bid/Proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Bid/Proposal opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Bid/Proposal, or to submit any intentionally high or noncompetitive Bid/Proposal or other form of nonresponsive Bid/Proposal.

4. The price(s), proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive Bid/Proposal.

5. Ascension Counseling & Mental Health LLC (Name of Firm), its affiliated, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as follows: _____

_____

_____

_____

I state that Ascension Counseling & Mental Health LLC understands and acknowledges that
(Name of Firm)
the above representations are material and important, and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Bid/Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

Signature

Joshua S. Nation
Printed Name

CEO
Title

Sworn to and subscribed before me this 28th day of November, 20 12

(Notary Public) (SEAL REQUIRED)

My Commission Expires: 04/18/2015

*** END OF APPENDIX B ***

APPENDIX "C"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER RESPONSIBILITY MATTERS FOR PRIMARY COVERED TRANSACTIONS, AND DRUG FREE WORKPLACE

This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145, 44 CFR Part 17 and maintenance of a Drug Free Workplace (44 CFR, Subpart F). Before completing this Certifications, read all Instructions below.

1. By signing and submitting this Bid/Proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation of this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the County's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation of this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the County may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the County to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "bid/proposal" and "voluntarily excluded" as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the County to which this proposal is submitted for assistance in obtaining a copy of the applicable regulations.
6. The prospective primary participant agrees by submitting this bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" provided by the County entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for the transactions authorized under Paragraph 6 of these Instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the County may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER RESPONSIBILITY MATTERS FOR PRIMARY COVERED TRANSACTIONS AND DRUG FREE WORKPLACE

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

   a. Are not presently debarred, suspended, proposed for disbarment, declared indelible or voluntarily exeluded from covered transactions by any Federal Department or Agency;

   b. Have not within a three (3) year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transactions or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this Certification; and

   d. Have not within a three (3) year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default.

   e. As required by the Drug-Free Workplace Act of 1998 and implemented at 44 CFR Part 17, Sections 17.615 and 17.620 the applicant certifies it will continue to provide a drug-free workplaee per referenced regulations.

2. Where the prospective primary participant is unable to certify to any of the statements in this Certifications such prospeetive primary participant shall attach an explanation to this Bid/Proposal.

Business Name: Ascension Counseling & Mental Health LLC

Date: 11/28/2012 By: Joshua S. Nation / CEO

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

*** END OF APPENDIX C ***

APPENDIX "F"

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

As required by Section 1352, title 31 of the U.S. Code, and implemented at 44 CFR Part 18, the agent representing Ascension Counseling & Mental Health LLC
(Name of Firm)
in this Project certifies to the best of his/her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of the certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for each such failure.

Business Name: Ascension Counseling & Mental Health LLC

Date: 11/28/2012 By: Joshua S. Nation / CEO
Printed Name and Title of Authorized Representative

Signature of Authorized Representative

*** END APPENDIX "F" ***

APPENDIX "G"

FEDERAL ASSURANCES – NON-CONSTRUCTION PROGRAMS

Certain of these assurances may not be applicable to this specific project. If you have questions please contact Cherokee County Procurement and Risk Management Department.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project.
2. Will give the awarding agency, the Comptroller General of the United States, the State and Cherokee County access to and the right to examine all records, books, papers, or documents related to the project; and will establish a proper accounting system in accordance with the generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (4 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination.
7. Will comply, or has already complied, with the requirements of Titles II and III of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646).
8. Will comply, as applicable, with provisions of the Hatch Act (5 USC §1501-1508 and 7324-7328) which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC §276a to 276a-7), the Copeland Act (40 USC §276c and 18 USC §874) and the Contract Work Hours and Safety Standards Act (40 USC §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, as applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234).
11. Will comply with the environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 et seq); (f) conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC §§7401 et seq); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC §§1271 et seq).
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470), EO 11593 and the Archaeological and Historic Preservation Act of 1974 (16 USC §§469a-1 et seq).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544 as amended, 7 USC §§2131 et seq).
16. Will comply with the Lead-Based Paint Poisoning Preservation Act (42 USC §§4801 et seq).
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1966 and OMB Circular No A-133, "Audits of State, Local Governments and Non-Profit Organizations".
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Business Name: Ascension Counseling & Mental Health LLC

Date: 11/28/2012 By: Joshua S. Nation / CEO

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

*** END APPENDIX "G" ***

Cherokee County, Georgia
Agenda Request

SUBJECT: PSA 2013-09 Award

MEETING DATE: 2/5/2013

SUBMITTED BY: Bryan Reynolds, CRPA

COMMISSION ACTION REQUESTED:

Authorize contract award to North Georgia Amateur Umpire Association (NGAUA) for the Adult/Youth Softball Umpiring Services.

FACTS AND ISSUES:

RFB 2013-09: Adult/Youth Softball Umpiring Services was released on December 21, 2013. Advertisements were run each Friday for two consecutive weeks in the Cherokee Tribune and the RFB was posted on the County's website. Bids were received on January 10, 2013. Only one bid was received; the bidder was NGAUA at the following prices:

Slow Pitch Softball	$24/official/game
Fast Pitch Softball	$40/official/game
Youth Classic	$21/official/game

NGAUA is the current provider of softball umpiring services for CRPA. The prices quoted in this bid are an increase from the 2012 Season of $1.00 per official per game for Fast Pitch and Youth Classic; the price per official per game remained the same for Slow Pitch. In 2012 CRPA spent approximately $70,000 on softball umpiring services for the entire season including tournaments. CRPA is in agreement with the increase in price and the new prices are within the FY13 adopted operational budget for Athletics. The total for the services for the 2013 Season are undetermined at this time and dependent upon the number of teams, schedule and tournament play.

Procurement and Risk Management recommend award to the sole bidder, NGAUA, for the softball umpiring services for CRPA. The contract is the County's standard Professional Services Agreement; and is for one year with the option for two one-year renewals. There is a price increase scheduled for the 2nd year (if renewed) of $2.00 per official per game for Slow Pitch and a price increase scheduled for the 3rd year (if renewed) of $1.00 per official per game for Fast Pitch. There are no travel fees (mileage, etc.) or other reimbursements covered under the PSA.

BUDGET:

Budgeted Amount:	$231,735	Account Name: Parks Athletics – Instructional Programs
Amount Encumbered:	$20,000	Account #: 26130000-531100-(20700/20800/20900)
Amount Spent to Date:	$85,651	
Amount Requested:	$75,000 est (depends on # of games)	
Remaining Budget:	$51,084	

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

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

ADMINISTRATIVE RECOMMENDATION:

Authorize Chairman to execute PSA# 2013-09 with North Georgia Amateur Umpire Association for the Adult/Youth Softball Umpiring Services for the 2013 Season with option to renew for the 2014 and 2015 Seasons.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this _____ day of _____, **2013**, 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 **North Georgia Amateur Umpire Association** ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as **Adult/Youth Softball Umpiring Services** (the "Work"); and

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Work to be completed under this Agreement (the "Work) can general be described as **Adult/Youth Softball Umpiring Services, as more specifically described in the County's Request for Proposals (RFP) #2013-09 and the Consultant's proposal dated January 15, 2013.**

B. The Work

The Work to be completed under this Agreement (the "Work") consists of **Adult/Youth Softball Umpiring Services.**

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before **December 31, 2015**. Since the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed by Consultant upon certification by the County that the Work was actually performed in accordance with the Agreement. Compensation for Work performed shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a **monthly basis**, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the

Consultant within twenty-five (25) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred are as follows for a two (2) umpire system:

Calendar Year	Slow Pitch	Fast Pitch	Youth Classic
2013	$24/official/game	$40/official/game	$21/official/game
2014	$26/official/game	$40/official/game	$21/official/game
2015	$26/official/game	$41/official/game	$21/official/game

1. The minimum number of games scheduled per field shall be two (2).
2. If less than two (2) Slow Pitch games per field are played, CRPA will pay a maximum of two (2) games per Official.
3. If less than two (2) Fast Pitch games per field are played, CRPA will pay a maximum of one and one half games per Official.
4. Softball rates for a planned one-umpire system will pay a rate of one and one-half per game; with the exception of Youth "Coach Pitch" (8 and Under) Games.

C. There are no reimbursement costs included in this Agreement; there are no costs for travel.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's Work performed under this Agreement. The Consultant

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Glenn Stewart, 770-443-0939, shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

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

obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

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

I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

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

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or

destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of $1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.

(ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

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

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

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

(5) Acceptability of Insurers:
Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VII.

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

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

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

(9) County as Additional Insured and Loss Payee:
The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

J. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Affidavit

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

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

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

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

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

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

____ 500 or more employees.
_X___ 100 or more employees.
____ Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement, the Consultant will secure from the

subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

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

(2) SAVE Affidavit and Secure Verifiable Document

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

K. **Records, Reports and Audits**

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit

the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

L. Conflicts of Interest

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

M. Confidentiality

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

N. Licenses, Certifications and Permits

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

O. 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.

P. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Consultant ("materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or

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

Q. Scope of Work

1. **Consultant's Responsibility:** The consultant shall manage their staff to ensure that all of the requirements as set forth in this Statement of Work are met.

2. **Consultant's Personnel:**
   a) The Consultant is expected to provide officials that are competent and familiar with, and operate within, Amateur Softball Association (ASA) plus local supplements to be played at Hobgood Park located at 6688 Bells Ferry Rd Woodstock, GA 30189 and Twin Creeks Park located at 155 Brook Blvd, Woodstock 30188.
   b) The Consultant's key personnel and staff will be required to pass a background check by at their own cost, and no individuals with prior felonies or sex offender crimes will be allowed to serve as the Consultant's key personnel or staff for the adult/youth softball programs.
   c) All independent contractors (officials) for the Consultant must pass a background check provided by their organization or by CRPA at the Consultant's own cost.
   d) The Consultant shall provide written verification stating background checks are conducted annually to CRPA.

3. **The Work:**
   a) The Consultant shall manage their staff and contractors to support the work as described herein.
   b) The County expects that a typical game would involve two (2) officials from the Consultant's organization.
   c) The County requires a maximum of no more than eight (8) games in any one-day period by a 2-person crew of officials.
   d) The Consultant shall retain adequate officials to support up to 36 games per week utilizing all 9 fields available between the two parks.
   e) Regular season play is expected to run Monday – Friday starting at 6:30 pm and concluding by 11:00 pm. Regular season play will also include Saturdays from 8:00 am through 11:00 pm and Sundays as scheduled for make-up games.
   f) Tournament play will be as scheduled, typically begins Friday late afternoon or early evening and utilize both Saturday and Sundays potentially starting at 8:00 am and concluding by 11:00 pm.
   g) The period of performance for these games is expected to be from March 4th, 2013 until December 31st, 2015.
   h) The CRPA shall give the Consultant a twenty-four (24) hour notice whenever a game is canceled or added to the schedule. Rainout games are excluded from the 24 hour notice for cancellation.
   i) The CRPA shall have the right to disqualify official(s) for assignment to its games

at any time for just cause. Verbal notification must be followed in writing with three (3) days to Consultant. The CRPA shall conduct a factual hearing within seven (7) days of receiving the Consultant's written request.

j) All league and tournament games shall be played and officiated by ASA rules as applicable except for special rules that have been adopted by CRPA and accepted by the Consultant. A copy of the playing rules shall be provided to the Consultant prior to the first game.

k) The CRPA shall register all its teams with ASA.

l) The CRPA and Consultant shall agree on game schedules (original and rescheduled). The Consultant will make every effort to honor the CRPA's scheduling requests.

m) The Consultant shall be responsible that game officials arrive at game locations by a reasonable time in advance of the game.

n) CRPA shall be responsible that teams are ready for play at game time. If a team is not ready for play at game time (including grace period for first game) the game may be forfeited per League rules.

o) The Consultant and CRPA staff member shall be contacted if a protest is to be heard because of an umpire's misinterpretation of the rules and the game may have to be continued from point of protest.

4. **Preseason Meeting:**

a) A mandatory Pre-Season training meeting will be scheduled by the CRPA Staff and all officials, including time/score keepers, which may work one of the games, are expected to attend.

b) Attendance at the Pre-Season meetings will be verified by CRPA Staff.

c) The County expects all participating officials to attend these meetings at no charge to the County.

5. **Training Requirements:**

a) There will be a minimum of one (1) training meeting per month, for which attendance will be mandatory for the Consultant's officials.

b) The County expects the officials to attend these meetings at no charge to the County.

c) The County will also have an open invitation to attend these training meeting to address any concerns directly.

d) CRPA will be the final authority on any disputes, concerns or conflicts between the Consultants and/or their officials. And CRPA will, at its discretion and sole option, reserve the right to require staffing changes from the Consultant if necessary.

6. **Behavior Requirements:**

a) Cherokee County expects Consultant, its Staff and Contractors to be impartial, exhibit the highest ethical standards and act in a dignified manner.

b) All members of the Consultant's staff will abide by the Cherokee County Ethics and Performance guidelines as well as all applicable laws, and other statutory requirements in place for personnel operating a facility of this nature.

c) All members of the Consultant's staff will abide by all Cherokee County ordinances and the facility will operate at all times in compliance with all Cherokee County ordinances.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to each **game facility**, in order for Consultant to complete the Work.

B. County's Representative

John Scalera, email address:jscalera@cherokeega.com shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

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

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

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

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

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The

Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

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

IX. SUCCESSORS AND ASSIGNS

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

X. APPLICABLE LAW

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

XI. CAPTIONS AND SEVERABILITY

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

XII. BUSINESS LICENSE

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

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between **John Scalera** for the County and **Glenn Stewart** for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

With a Copy To:
Cherokee County Procurement Department
1130 Bluffs Parkway
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Glenn Stewart
North Georgia Umpire Association
431 Brightwater Drive
Dallas, GA 30157

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

XIV. WAIVER OF AGREEMENT

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

compliance by Consultant with the terms and conditions of this Agreement.

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:

By: _____
Its: _____

[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:

594342
Federal Work Authorization User Identification Number

Aug 23rd, 2012
Date of Authorization

NGAUA
Name of Contractor

Adult/Youth Softball Umpiring Services
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 28th Jan 2013 in Woodstock (city), GA (state).

Robert Stratton President
Signature of Authorized Officer or Agent

Robert Stratton President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 28 DAY OF January, 2013.

L. Camille Thomas
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
October 26, 2016

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

_____
Date of Authorization

_____
Name of Subcontractor

Youth Basketball Officiating & Refereeing
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 _____, ___, 201__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

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

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

EXHIBIT "C"
SAVE Affidavit

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

1) ✓ I am a United States citizen.

2) ✓ I am a legal permanent resident of the United States.

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

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

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

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

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

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

Robert R Streetman
Signature of Applicant

Robert Streetman
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28 DAY OF January, 2013

L. Camille Thomas
NOTARY PUBLIC
My Commission Expires:
October 26, 2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/25/2013

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
FRANCIS L. DEAN & ASSOCIATES, LLC
1776 S. NAPERVILLE ROAD, BLDG-B
P.O. BOX 4200
WHEATON, IL 60189
www.fdean.com
(800)745-2409

CONTACT NAME:
PHONE (A/C, No, Ext): 800-745-2409 FAX (A/C, No): 630-665-7294
E-MAIL ADDRESS: info@fdean.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	United States Fire Insurance Company	21113
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

North Georgia Amateur Umpires Association
2704 Green Castle Way
Marietta, GA 30062

COVERAGES CERTIFICATE NUMBER: USP108318 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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		SRPGP-101	2/1/2013	2/1/2014	GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							EACH OCCURRENCE	$1,000,000.00
							FIRE DAMAGE (Any one fire)	$300,000.00
							MED EXP (Any one person)	$5,000.00
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	GL Premium:							$876.25

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

Athletic Officials Activities

CERTIFICATE HOLDER

North Georgia Amateur Umpires Association
2704 Green Castle Way
Marietta, GA 30062

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

Francis L. Dean

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ACORD

ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY): 1/25/2013

AGENCY	CARRIER: United States Fire Insurance Company	NAIC CODE: 21113
POLICY NUMBER: SRPGP-101/USP108318	EFFECTIVE DATE: 2/1/2013	NAMED INSURED(S): North Georgia Amateur Umpires Association

ADDITIONAL INTEREST (Not all fields apply to all scenarios -- provide only the necessary data)

INTEREST: [X] ADDITIONAL INSURED; [ ] LOSS PAYEE; [ ] BEACH OF WARRANTY; [ ] MORTGAGEE; [ ] CO-OWNER; [ ] OWNER; [ ] EMPLOYEE AS LESSOR; [ ] REGISTRANT; [ ] LEASEBACK OWNER; [ ] TRUSTEE; [ ] LIENHOLDER

NAME AND ADDRESS — RANK: ____ EVIDENCE: [ ] CERTIFICATE [ ] POLICY [ ] SEND BILL

Cherokee County c/o BOC
1130 Bluffs Parkway

Canton, GA 30114

INTEREST IN ITEM NUMBER: LOCATION: ; BUILDING: ; VEHICLE: ; BOAT: ; AIRPORT: ; AIRCRAFT: ; ITEM CLASS: ; ITEM: ; ITEM DESCRIPTION:

REFERENCE / LOAN #: ; INTEREST END DATE: ; LIEN AMOUNT: ; PHONE (A/C, No, Ex): ; FAX (A/C, No): ; E-MAIL ADDRESS:

REASON FOR INTEREST:

INTEREST: [X] ADDITIONAL INSURED; [ ] LOSS PAYEE; [ ] BEACH OF WARRANTY; [ ] MORTGAGEE; [ ] CO-OWNER; [ ] OWNER; [ ] EMPLOYEE AS LESSOR; [ ] REGISTRANT; [ ] LEASEBACK OWNER; [ ] TRUSTEE; [ ] LIENHOLDER

NAME AND ADDRESS — RANK: ____ EVIDENCE: [ ] CERTIFICATE [ ] POLICY [ ] SEND BILL

INTEREST IN ITEM NUMBER: LOCATION: ; BUILDING: ; VEHICLE: ; BOAT: ; AIRPORT: ; AIRCRAFT: ; ITEM CLASS: ; ITEM: ; ITEM DESCRIPTION:

REFERENCE / LOAN #: ; INTEREST END DATE: ; LIEN AMOUNT: ; PHONE (A/C, No, Ex): ; FAX (A/C, No): ; E-MAIL ADDRESS:

REASON FOR INTEREST:

INTEREST: [X] ADDITIONAL INSURED; [ ] LOSS PAYEE; [ ] BEACH OF WARRANTY; [ ] MORTGAGEE; [ ] CO-OWNER; [ ] OWNER; [ ] EMPLOYEE AS LESSOR; [ ] REGISTRANT; [ ] LEASEBACK OWNER; [ ] TRUSTEE; [ ] LIENHOLDER

NAME AND ADDRESS — RANK: ____ EVIDENCE: [ ] CERTIFICATE [ ] POLICY [ ] SEND BILL

INTEREST IN ITEM NUMBER: LOCATION: ; BUILDING: ; VEHICLE: ; BOAT: ; AIRPORT: ; AIRCRAFT: ; ITEM CLASS: ; ITEM: ; ITEM DESCRIPTION:

REFERENCE / LOAN #: ; INTEREST END DATE: ; LIEN AMOUNT: ; PHONE (A/C, No, Ex): ; FAX (A/C, No): ; E-MAIL ADDRESS:

REASON FOR INTEREST:

INTEREST: [X] ADDITIONAL INSURED; [ ] LOSS PAYEE; [ ] BEACH OF WARRANTY; [ ] MORTGAGEE; [ ] CO-OWNER; [ ] OWNER; [ ] EMPLOYEE AS LESSOR; [ ] REGISTRANT; [ ] LEASEBACK OWNER; [ ] TRUSTEE; [ ] LIENHOLDER

NAME AND ADDRESS — RANK: ____ EVIDENCE: [ ] CERTIFICATE [ ] POLICY [ ] SEND BILL

INTEREST IN ITEM NUMBER: LOCATION: ; BUILDING: ; VEHICLE: ; BOAT: ; AIRPORT: ; AIRCRAFT: ; ITEM CLASS: ; ITEM: ; ITEM DESCRIPTION:

REFERENCE / LOAN #: ; INTEREST END DATE: ; LIEN AMOUNT: ; PHONE (A/C, No, Ex): ; FAX (A/C, No): ; E-MAIL ADDRESS:

REASON FOR INTEREST:

INTEREST: [X] ADDITIONAL INSURED; [ ] LOSS PAYEE; [ ] BEACH OF WARRANTY; [ ] MORTGAGEE; [ ] CO-OWNER; [ ] OWNER; [ ] EMPLOYEE AS LESSOR; [ ] REGISTRANT; [ ] LEASEBACK OWNER; [ ] TRUSTEE; [ ] LIENHOLDER

NAME AND ADDRESS — RANK: ____ EVIDENCE: [ ] CERTIFICATE [ ] POLICY [ ] SEND BILL

INTEREST IN ITEM NUMBER: LOCATION: ; BUILDING: ; VEHICLE: ; BOAT: ; AIRPORT: ; AIRCRAFT: ; ITEM CLASS: ; ITEM: ; ITEM DESCRIPTION:

REFERENCE / LOAN #: ; INTEREST END DATE: ; LIEN AMOUNT: ; PHONE (A/C, No, Ex): ; FAX (A/C, No): ; E-MAIL ADDRESS:

REASON FOR INTEREST:

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

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Cherokee County, Georgia
Agenda Request

Agenda No.
2.4

SUBJECT: Commerce Boulevard – Phase 2
Construction Contract
Supplemental Agreement No. 2

MEETING DATE: February 5, 2013

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of Supplemental Agreement No. 2 from NJ Wilbanks Contracting Company, Inc., for additional costs associated with relocation of a detention pond and revisions to the water main design on the Commerce Boulevard – Phase 2 project in the amount of $111,164.81.

FACTS AND ISSUES:

During grading operations on the Commerce Boulevard project the contractor has encountered more waste earth than per the original design. In discussions with Northside Hospital, their desire is to keep all materials on-site. In order to do that, the existing fill area needs to be expanded. In order to accomplish that, an existing detention pond is required to be relocated. This agreement includes the costs for that additional work.

The construction of the water main on this project, the new water main along the SR 140 intersection requires additional valves and service line replacements for tie-ins in order to keep existing customers in service during the replacement of the water main. In addition, the water main design across the bridges has been revised to utilize mechanical joints rather than slip joints, as were shown on the original design plans. This agreement also includes the costs for all the additional water main work.

BUDGET:

Budgeted Amount (2013):	$8,040,687.35
Amount Spent to Date:	$2,101,426.20
Amount Requested:	$ 111,164.81
Total Revised Budget Amount:	$8,151,852.16
Budget Adjustment Required:	($ 111,164.81)

Account Name: Commerce Boulevard
Account #: 53068

GDOT LMIG Funds:	$4,300,000.00
Northside Hospital Funds:	$2,451,852.16
Cherokee County SPLOST VI:	$1,400,000.00

ADMINISTRATIVE RECOMMENDATION:

Approval of Supplemental Agreement No. 2 from NJ Wilbanks Contracting Company, Inc., for additional costs associated with relocation of a detention pond and revisions to the water main design on the Commerce Boulevard – Phase 2 project in the amount of $111,164.81.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Grading North Georgia Since 1957

Office: 770-479-3291
Fax: 770-479-2676

Contract Change Order

Subcontract No:
Change Order No: 002 REV
Specification No:

OWNER
Cherokee County Board of Commissioners

Date: 1/17/2013
Project: Commerce Blvd Phase 2

ATTN: Mr. Geoff Morton

This change order modifies the Subcontract as described below. Unless expressly modified by this change order, the terms and conditions of the Subcontract remain in full force and effect and apply to the modification required by this change order.

Provide the following changes:

Item No:	Description:	Qty		Unit Price		Total Cost
	Additional costs incurred due to revised utility coordination drawings					
165	Sawcut Asphalt (LF)	62	$	4.00	$	248.00
165	Remove Asphalt (SY)	100	$	8.00	$	800.00
165	Installation and Trenching of Dry Utility Contuits Under Approach Slab	1	$	3,040.00	$	3,040.00
165	Layout	1	$	1,200.00	$	1,200.00
		Total Change Order Amount:			$	5,288.00

PLEASE SIGN AND RETURN ONE COPY WITHIN (10) CALENDAR DAYS

(Owner)

Accepted By:

Printed Name:
Title:
Date:

N.J. Wilbanks Contractor, Inc.
(Subcontractor)

By:

Printed Name: Sean Snyder
Title: Project Manager
Date: 1/17/2013

Grading North Georgia Since 1957

Office: 770-479-3291
Fax: 770-479-2676

Contract Change Order

Subcontract No:
Change Order No: 003
Specification No:

OWNER
Cherokee County Board of Commissioners

ATTN: Mr. Ocoff Morton

Date: 1/11/2013
Project: Commerce Blvd Phase 2

This change order modifies the Subcontract as described below. Unless expressly modified by this change order, the terms and conditions of the Subcontract remain in full force and effect and apply to the modification required by this change order.

Provide the following changes: Waterline Revisions

Item No:	Description:	Qty	Unit Price	Total Cost
	Additional work requested by City of Canton along Hwy 140			
	Long Side Service	2	$ 1,384.00	$ 2,768.00
	8" Gate Valve at tie ins	2	$ 2,052.00	$ 4,104.00
	Deduct 16" Gate Valve	-1	$ 5,264.00	$ (5,264.00)
	Add 12" Gate Valve	1	$ 2,794.00	$ 2,794.00
	Additional work due to revised utility drawings at the bridge			
	Relocate Existing 16" Gate Valve	1	$ 1,300.00	$ 1,300.00
	Additional 16" Bends	8	$ 1,065.00	$ 8,520.00
	Additional 12" Bends	4	$ 562.00	$ 2,248.00
			Total Change Order Amount:	$ 16,470.00

PLEASE SIGN AND RETURN ONE COPY WITHIN (10) CALENDAR DAYS

(Owner)

Accepted By:

Printed Name:
Title:
Date:

N.J. Wilbanks Contractor, Inc.
(Subcontractor)

By:

Printed Name: Sean Snyder
Title: Project Manager
Date: 1/11/2013

Grading North Georgia Since 1957

Office: 770-479-3291
Fax: 770-479-2676

Contract Change Order

Subcontract No:
Change Order No: 004
Specification No:

OWNER
Cherokee County Board of Commissioners

Date: 1/21/2013
Project: Commerce Blvd Phase 2

ATTN: Mr. Geoff Morton

This change order modifies the Subcontract as described below. Unless expressly modified by this change order, the terms and conditions of the Subcontract remain in full force and effect and apply to the modification required by this change order.

Provide the following changes: Relocate Pond B

Item No:	Description:	Qty		Unit Price		Total Cost
	Relocate Pond B and Adjacent Fill Slope					
*	Clearing, grind and haul off	1	$	12,973.00	$	12,973.00
*	Temp. pipe and riser, STA 70+00 LT	1	$	3,000.00	$	3,000.00
*	Excavate Pond B (CY)	6167	$	1.60	$	9,867.20
*	Layout	1	$	4,540.00	$	4,540.00
171-0030	Temp. Silt Fence, TP C	2900	$	2.25	$	6,525.00
163-0542	Construct and Remove Stone Filter Ring	1	$	2,000.00	$	2,000.00
603-2181	Stone Dumped Rip Rap, Type 3, 18"	160	$	29.00	$	4,640.00
603-7000	Plastic Filter Fabric	160	$	2.00	$	320.00
163-0527	Construct and Remove Rip Rap Check Dams	20	$	175.00	$	3,500.00
163-0520	Construct, Maintain and Remove Temp. Pipe Slope Drain	400	$	13.00	$	5,200.00
163-0541	Construct Rock Filter Dam	1	$	4,650.00	$	4,650.00
550-1301	Storm Drain Pipe, 30" H10-15	11	$	55.69	$	612.59
550-1363	Storm Drain Pipe, 36" H20-25	200	$	83.45	$	16,690.00
668-4300	Storm Sewer Manhole, Type 1	1	$	1,550.00	$	1,550.00
668-4311	Storm Sewer Manhole, Type 1, Add'l Depth, C11	7	$	171.00	$	1,197.00
641-1200	Guardrail Type W	-770	$	15.50	$	(11,935.00)
641-5001	Guardrail Anchorage, Type 1	-1	$	620.00	$	(620.00)
641-5012	Guardrail Anchorage, Type 12	-1	$	1,648.00	$	(1,648.00)
		Total Change Order Amount:			$	63,061.79

* Denotes new pay item

PLEASE SIGN AND RETURN ONE COPY WITHIN (10) CALENDAR DAYS

(Owner)

Accepted By:

Printed Name:
Title:
Date:

N.J. Wilbanks Contractor, Inc.
(Subcontractor)

By:

Printed Name: Sean Snyder
Title: Project Manager
Date: 1/21/2013

N.J. WILBANKS CONTRACTOR, INC.
770-479-3291
CANTON, GEORGIA

Grading North Georgia Since 1957

Office: 770-479-3291
Fax: 770-479-2676

Contract Change Order

Subcontract No:
Change Order No: 005
Specification No:

OWNER
Cherokee County Board of Commissioners

ATTN: Mr. Geoff Morton

Date: 1/28/2013
Project: Commerce Blvd Phase 2

This change order modifies the Subcontract as described below. Unless expressly modified by this change order, the terms and conditions of the Subcontract remain in full force and effect and apply to the modification required by this change order.

Provide the following changes: Restrained Joint waterline on the bridge

Item No:	Description:	Qty		Unit Price		Total Cost
	Install Restrained Joint DIP on the bridge					
*	12" Restrained Joint DIP	414	$	60.07	$	24,868.98
670-1120	Water Main, 12 IN	-414	$	49.26	$	(20,393.64)
*	16" Restrained Joint DIP	414	$	83.32	$	34,494.48
670-1160	Water Main, 16 IN	-414	$	61.70	$	(25,543.80)
*	12" Expansion Joint	1	$	5,384.00	$	5,384.00
*	16" Expansion Joint	1	$	7,535.00	$	7,535.00
		Total Change Order Amount:			$	26,345.02

* Denotes new pay item

PLEASE SIGN AND RETURN ONE COPY WITHIN (10) CALENDAR DAYS

(Owner)

Accepted By:

Printed Name:
Title:
Date:

N.J. Wilbanks Contractor, Inc.
(Subcontractor)

By:

Printed Name: Sean Snyder
Title: Project Manager
Date: 1/28/2013

Geoff Morton

From: Geoff Morton
Sent: Tuesday, January 29, 2013 8:50 AM
To: 'Watson, Jacki B.'
Cc: Millsaps, F. Carroll; conney.stracener@windstream.com; james; jimt@ellijay.com; carl.hepburn@windstream.com; bbroach@aglresources.com; fbabb@aglresources.com; jhitt@cherokeega.com; Mike Ross (mross@ross-civil.com); Sean Snyder <Ssnyder@njwilbanks.com> (Ssnyder@njwilbanks.com)
Subject: RE: Utility Openings in Commerce parkway bridges
Attachments: CO #02 REV NJW - Bridge Utilities.pdf

Importance: High

Good morning Jacki.

Just following up on this issue. I have attached the final version of NJ Wilbanks proposal to run conduits under the utility slab; between the back of curb and the bridge end walls. Conduit materials would be supplied to NJW by each of the utility companies.

Per your scenario below, if you take the 13 proposed conduits and divide by the total, comes out to be $406.77 per conduit.

Broken down:

Georgia Power – 8 conduits = $3,254.16
Windstream – 3 conduits = $1,220.31
ETC – 1 conduit = $406.77
Comcast – 1 conduit = $406.77

If the gas company joins in, the totals will be less.

Does this look in line to what you were all thinking?

Please advise.

Thanks

Geoff

Geoffrey E. Morton, P.E.
Public Works Agency Director
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114
(678)493-6077

From: Watson, Jacki B. [mailto:JBWATSON@southernco.com]
Sent: Saturday, January 12, 2013 12:10 PM
To: mross@ross-civil.com; Geoff Morton
Cc: Millsaps, F. Carroll; conney.stracener@windstream.com; james; jimt@elljay.com; carl.hepburn@windstream.com
Subject: Utility Openings in Commerce parkway bridges

Geoff and Mike,
I thank you for sharing the information surrounding the additional bridge cut outs and their cost implications with us yesterday afternoon.

Let me start by saying that we (Canton GPC) have no memory or evidence of ever receiving solicitation for input on the bridge design in January 2012. I still very much want a copy of this document so that I may ascertain where it was sent within GPC so as to avoid this circumstance in the future. GPC in Canton prides itself on serving this community and performing our duties safely and in a timely manner. I wish for us to uphold this reputation and apologize for the non-response you received to your letter.

Following the whole committee discussion yesterday afternoon, the utility partners met separately. We (Jim Taylor of ETC, Carl Hepburn and Conney Stracener of Windstream, myself and Carroll Millsaps of GPC) believe that we have agreed on bare necessity conduit and cut-out design. We believe that we can adequately serve the parkway, the hospital and future development with one 20" by 20" opening in west bridge with hangers and supports for 2x2 matrix of 6" conduits. Three of these 6" conduits will be property of GPC and one will belong to Windstream. We will additionally require one 20" by 20" opening on east bridge. This opening will house a proposed 3X3 matrix of 4" conduits. Four of these conduits would be property of GPC, two belonging to Windstream and one to ETC, one to Comcast and the last one to either Comcast or ETC (that will be decided next week as we communicate with Comcast about potential resolution).

As we (the utilities) do not perform this type of hanger work, we have had to solicit a vendor to verify this design is possible. Once we have this verification early next week and have opportunity to share with Comcast for their buy-in, we should be able to respond to you (as individual utilities and as the utility partners that we strive to be) that we can abide the planned cut outs and avert the additional work for you and your contractor and additional costs to all of us. We will also have the number of ferrules at given distances analyzed and provided to you also. We simply do not know at this time as we have revised cable locations.

I wish we could provide you with something more definitive, but we cannot as of yet. We did wish to let you know where our discussion led yesterday, though. We will update you (and hopefully have definitive response) early next week.

Have a nice weekend.

Sincerely,

Jacki B Watson
Georgia Power Company
Engineering Supervisor, Canton

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

Cherokee County, Georgia
Agenda Request

SUBJECT: FY 2013 Section 5311 Capital Contract Between Georgia Department of Transportation And CATS

MEETING DATE: February 5, 2013

SUBMITTED BY: Geoffrey Morton

COMMISSION ACTION REQUESTED:

Consider approval of GDOT contract in the amount of $254,973.00 for procurement of six (6) replacement buses for the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be $0.00.

FACTS AND ISSUES:

The Georgia Department of Transportation has received approval from the FTA to use leftover ARRA Stimulus funds for its FY 2013 bus and other capital purchases. The ARRA funds are 100% Federal dollars so there will be no state or local match requirement.

The County had budgeted for a 10% match (up to $36,000) for the purchase of six (6) replacement buses for its CATS 5311 Rural Public Transportation Program, through the standard GDOT capital contract process. Since GDOT is able to utilize remaining ARRA funds for this years' purchase, the County will not be required to provide any match.

BUDGET:

Budgeted Amount:	$254,973.00	Account Name: 5311 ARRA Grant
Federal Portion:	$254,973.00	Account #: 25541000-542200-ARRA2
County Portion:	$ 0.00	

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 GDOT contract in the amount of $254,973.00 for procurement of six (6) replacement buses for the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be $0.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form

Instructions:

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

REVENUES:

Department Org Code	Object	Account Name	Amount
24010	331252-ARRA2	ARRA FED GRANT - 5311	254,973.00
			254,973.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
25541000	542200-ARRA2	VEHICLES	254,973.00
			254,973.00

PURPOSE OF TRANSFER/ AMENDMENT

ACCEPT FTA PASSTHROUGH FROM GDOT FOR PURCHASE OF SIX (6) NEW VEHICLES FOR THE RURAL (5311) TRANSPORTATION PROGRAM

Department Head Approval: _____

County Manager Approval: _____

Date Approved by BOC (please attach a copy of Minutes) 2/5/2013

Geoff Morton

From: Terry Hinton
Sent: Thursday, January 10, 2013 5:04 PM
To: Geoff Morton
Cc: Barbara Shearin
Subject: FW: FY 2013 Transit Capital Contracts

Importance: High

Geoff,

GDOT needs a quick response on this.....any reason the county would not be willing to accept ARRA funds again for bus purchases ? (We can save the 10% match we had budgeted - $36K)

Thanks,
Terry

From: Black, Freida [mailto:fblack@dot.ga.gov]
Sent: Thursday, January 10, 2013 4:59 PM
To: 'dudleyw@bartowga.org'; jean.altman@catoosa.com; Martha Tucker (chattcom@windstream.net); Terry Hinton; Rita Kirby (rdavis@fannincountyga.org); David Gibson (dgibson@gordoncounty.org); h_transit@bellsouth.net; murraytransit@yahoo.com; Tabitha Pollard (tpollard@paulding.gov); Faye Harvey; mscott@whitfieldcountyga.com; Barbara Shearin; 'Ruth Ann Waters'; 'Matthew Sanford'
Subject: FY 2013 Transit Capital Contracts
Importance: High

Good afternoon!

I have good news! GDOT has received approval from FTA to use leftover ARRA Stimulus funds for our FY 2013 bus and other capital purchases. The ARRA funds are 100% Federal dollars so there will be no state match. Each recipient will however need to submit a 1589 monthly report (as done in the past) until the contracts are closed. Our goal is to close out by end of September, with buses 100% delivered by August.

The GDOT Intermodal Office has asked me to contact each of you to see if your local government is willing to accept ARRA funding. I need to document your responses for the Atlanta office. If you decide to refuse ARRA funds, your capital contract will be drawn up from the regular Section 5311 funds with 10% local match. **Please let me know your response by close of business tomorrow. I need to know either yes or no and when your next commission meeting will be.** We need to get all the contracts approved/signed by end of February.

I will follow up via phone call tomorrow as we are on a tight time schedule.

Freida Black, Public Transportation Coordinator
Division of Intermodal Programs
Georgia DOT – District 6
P.O. Box 10, Cartersville, GA 330120
fblack@dot.ga.gov | www.dot.ga.gov
T: (770) 387-5496 | C: (770) 262-3778 | F: (770) 387-4851

Keith Golden, P.E., Commissioner

GEORGIA DEPARTMENT OF TRANSPORTATION
One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

January 17, 2013

Mr. Terry Hinton, Transit Director
Cherokee County Area Transit
884 Univeter Rd.
Canton, GA 30114

Dear Mr. Hinton:

Enclosed for execution by Cherokee County are three (3) contracts for the FTA 5311 Program. The project contains 100% federal funds in the amount of $254,973.00.

Please have all three contracts signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit E) is now included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract. It will be dated by the Department when returned to us for execution.**

Return the contacts to:

Georgia Department of Transportation
Division of Intermodal
600 W. Peachtree St., NW
Atlanta, Georgia 30308

If you have any questions, please contact Frieda Black, Public Transportation Coordinator, at (770) 387-5496.

Sincerely,

Nancy Cobb

Nancy C. Cobb, Administrator
Division of Intermodal

NCC: tkb
Enclosures

AGREEMENT

FOR

CAPITAL IMPROVEMENT ASSISTANCE

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CHEROKEE COUNTY
PID – T004589

This agreement, made and entered into this _____ day of _____, _____ by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and CHEROKEE COUNTY, hereinafter called the "SPONSOR".

WHEREAS, the SPONSOR is desirous of acquiring capital improvements to be used in initiating mass transportation services to the public in the CHEROKEE COUNTY area; and

WHEREAS, this Mass Transportation System will have a profound impact upon the development of the total organized transportation services in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to promote such development through its participation in such acquisition; and

WHEREAS in a letter to the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) dated January 24, 1979, the Governor, as Chief Executive of the State, designated the DEPARTMENT as his representative on transportation matters in Georgia as the recipient agency for Section 5311 funding of the Federal Transit Act, 49 U.S.C. Section 5311 funds; and

WHEREAS, under Section 32-9-1 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW THEREFORE, for and in consideration of the mutual promises and covenants, it is agreed by and between the DEPARTMENT and the SPONSOR:

ARTICLE I
SCOPE AND PROCEDURE

This Agreement covers the obligations of the parties in connection with the acquisition of:

Six (6) Logos; Four (4) Shuttle Buses with Lift; One (1) Shuttle Van and

One (1) Shuttle Van with Lift

For, and in consideration of the mutual promises herein contained, the parties agree as follows:

(a) (1) Pursuant to the terms of this Agreement, the DEPARTMENT shall cause the acquisition of the following item(s):

Six (6) Logos; Four (4) Shuttle Buses with Lift; One (1) Shuttle Van and

One (1) Shuttle Van with Lift

(2) Upon acquisition of the equipment listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title in said equipment to the SPONSOR.

(3) The DEPARTMENT shall participate in the purchase by the SPONSOR of:

None.

Prior to the purchase of this equipment the SPONSOR shall obtain the approval of the DEPARTMENT for the amount and items purchased.

(b) The SPONSOR shall accept and retain title to or purchase said PROJECT equipment and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the DEPARTMENT as first lienholder on the Title Certificate for the duration of the life of the equipment.

(c) That during the period of contract performance, the SPONSOR shall use the PROJECT equipment for the provisions of mass transportation service in the CHEROKEE COUNTY area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. To effectively fulfill this responsibility, the SPONSOR will designate an individual to be general manager of the system and shall notify the DEPARTMENT in writing of this designation. The SPONSOR agrees to be responsible for all operating costs of the system.

(d) That during the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT equipment; and shall submit to the DEPARTMENT, upon

request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT equipment is used in a manner or for a purpose other than mass transportation.

(e) That during the period of contract performance, the SPONSOR shall maintain the PROJECT equipment at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.

(f) That the SPONSOR shall maintain, in amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.

(g) During the period of contract performance, the SPONSOR agrees to provide each project vehicle with a passenger capacity of 15 passengers or less with liability insurance in an amount not less than $100,000 per person, $300,000 per accident and $50,000 property damage. The SPONSOR further agrees to provide each project vehicle with a passenger capacity greater than 15 passengers with liability insurance in an amount not less than $100,000 per person, $500,000 per accident and $50,000 property damage.

(h) If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph (d) of this Article, then the DEPARTMENT, at its discretion shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT one hundred percent (100%) of the fair market value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.

(i) The SPONSOR shall not permit the use of the PROJECT equipment for partisan political purposes.

(j) The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.

ARTICLE II
COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant federal, state, and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fees, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability to or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III
PROHIBITED INTEREST

No member, officer, or employee of the SPONSOR during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IV
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Comptroller General of the United States Department of Transportation may at all reasonable times inspect all vehicles and equipment purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such vehicles, and all relevant PROJECT data and records.

The SPONSOR shall also permit the authorized representatives to audit the books, records, and accounts of the SPONSOR pertaining to the PROJECT.

ARTICLE V
AUTHORIZATION AND APPROVAL

It is understood and agreed by the parties to this Agreement, that the purchase of the equipment pursuant to this Agreement, will be terminated if FTA does not approve the funding assistance and distribution as described in Exhibit "A", Budget Estimate, for this PROJECT.

The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. The purchase of the improvements provided under the terms of this Agreement shall be completed by August 31, 2013.

ARTICLE VI
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR, its agents and employees, shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of work under this Agreement, and further, the SPONSOR agrees to hold harmless the DEPARTMENT from all suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment, material, or facility purchased by the SPONSOR under this Agreement or from the installation and operation thereof.

ARTICLE VII
COMPENSATION

It is understood and agreed that the DEPARTMENT shall deliver to the SPONSOR the following:

Six (6) Logos; Four (4) Shuttle Buses with Lift; One (1) Shuttle Van and

One (1) Shuttle Van with Lift

It is understood and agreed that the total estimated eligible net project cost is TWO HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY-THREE and 00/100 Dollars ($254,973.00), as shown in EXHIBIT A, Budget Estimate, which is attached and incorporated as if fully set out herein. The SPONSOR shall pay to the DEPARTMENT ZERO AND 00/100 Dollars ($ .00), which shall constitute the local share in acquiring the said

improvements. The DEPARTMENT'S participation in the acquisition cost of said improvements shall be TWO HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY-THREE and 00/100 Dollars ($254,973.00), which includes the funding provided by FTA which is one hundred percent (100%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT which is zero percent (0%) of the total cost of the PROJECT. The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.

It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of TWO HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY-THREE and 00/100 Dollars ($254,973.00). However, if the sum total of the actual cost in acquiring the improvements shall be less than TWO HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY-THREE and 00/100 Dollars ($254,973.00), the DEPARTMENT shall be obligated to pay only one hundred percent (100%) of the actual cost.

It is further understood and agreed that the DEPARTMENT is not obligated to pay any amount and the DEPARTMENT shall not be obligated to purchase and deliver Title to or participate in the purchase of said improvements if the grant application on behalf of the SPONSOR is not approved by FTA. The SPONSOR shall submit to the DEPARTMENT the amount of ZERO AND 00/100 Dollars ($ .00) which is the local share of the acquisition of said improvements, prior to the purchase of said improvements. It is further understood and agreed that any line item budget estimate shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved by the DEPARTMENT in writing.

ARTICLE VIII
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under this Agreement, a Supplemental Agreement may be executed between the parties.

Minor changes in the proposal which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

ARTICLE IX
PAYMENT

A. PARTIAL PAYMENT: The SPONSOR shall submit to the DEPARTMENT itemized vouchers stating, in reasonable detail, the actual expenses incurred by the SPONSOR on the PROJECT for the voucher period as well as a specific designation and certification of receipt of the item or items purchased as listed in ARTICLE I. Upon the basis of its review and approval of such vouchers, the DEPARTMENT will, at the request of the SPONSOR, make payment to the SPONSOR pursuant to this ARTICLE as the PROJECT progresses but not more than once a month. Payment will be made by the DEPARTMENT for the expenses incurred by the SPONSOR, less any previous partial payment, for any item and for each item specified in the voucher and which is specifically set forth in ARTICLE I. It is agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay to the SPONSOR more than one hundred percent (100%) of the SPONSOR'S total actual share of the cost for each item as explained in ARTICLE VII, COMPENSATION.

B. FINAL PAYMENT: IT IS FURTHER AGREED that upon receipt and installation of the capital improvements purchased in accordance with this Agreement, the SPONSOR shall submit to the DEPARTMENT a final statement of costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay to the SPONSOR a sum equal to one hundred percent (100%) of the compensation it owes the SPONSOR less the total of all previous partial payments paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, labor and materials furnished in connection with same.

ARTICLE X
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make such material available at all times during the period of this Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished if requested. The SPONSOR agrees that the provisions of this Article shall be included in any Contract it may make with any subcontractor, assignee or transferee. All charges to the PROJECT account shall be supported by invoices, Contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

ARTICLE XI
SUBLETTING, ASSIGNMENT, OR TRANSFER

Unless otherwise authorized in writing by the DEPARTMENT, the SPONSOR shall not assign any portion of the work to be performed under this Agreement, or execute any Contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the DEPARTMENT. The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT prepared estimates for the DEPARTMENT'S review and written concurrence in advance of their execution. All Contracts shall provide that subcontracts exceeding $10,000.00 in cost shall contain all the required provisions of the prime Contract.

ARTICLE XII
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XIII
TERMINATION

The Department reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR.

ARTICLE XIV
COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned certify that the provisions of Code Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, relating to Conflict of Interest, have been complied with in full.

B. IT IS FURTHER agreed that the SPONSOR shall comply and shall require its Consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT B, CERTIFICATION OF SPONSOR, COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.

C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT C of this Agreement.

D. It is further required that the SPONSOR shall, and shall require its contractors and subcontractors to comply with the applicable provisions of the American Recovery and Reinvestment Act of 2009, including but not limited to those items set in EXHIBIT D of this Agreement.

E. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT E and GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT REQUIREMENT, as attached in this Agreement.

F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, TERMS AND CONDITIONS, United States of America Department of Transportation Federal Transit Administration, Master Agreement, located at www.fta.dot.gov/documents/17-Master.pdf , incorporated by reference and made a part of this Agreement as if fully set out herein.

G. The SPONSOR shall comply and require its consultants to comply with the requirements of 29 C.F.R. Section 215.7 as amended. The Special Warranty Arrangement is incorporated herein by, Labor Standards as more specifically referenced in U.S. Department of Labor correspondence dated August 18, 2009, incorporated by reference as if fully set out herein.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION BY:

_____
Commissioner

ATTEST:

_____
Treasurer

CHEROKEE COUNTY:

BY: _____(SEAL)
(Title) L. B. Ahrens
Chairman

IN THE PRESENCE OF:

_____
Witness

Sworn and subscribed to be this ____
Day of _____, 20____.

_____
Notary Public

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

58-6000-799

EXHIBIT A
CAPITAL IMPROVEMENT
BUDGET ESTIMATE
CHEROKEE COUNTY

I. EQUIPMENT: PURCHASE ORDER OBLIGATION

Four (4) Shuttle Buses with Lift; One (1) Shuttle Van and

One (1) Shuttle Van with Lift

	TOTAL	FEDERAL/ STATE	LOCAL
	$251,373.00	$251,373.00 FTA (100%) $ 0.00 STATE (0%)	$ 0.00
TOTAL	$251,373.00	$251,373.00	$ 0.00

II. EQUIPMENT: CONTRACT OBLIGATION
Six (6) Logos

	TOTAL	FEDERAL/ STATE	LOCAL
	$3,600.00	$3,600.00 FTA (100%) $ 0.00 STATE (0%)	$ 0.00
TOTAL	$3,600.00	$3,600.00	$ 0.00

TOTAL BUDGET	$254,973.00	$254,973.00	$ 0.00

PROJECT ID NUMBER - T004589

GRANT NUMBER - GA-86-X001

EXHIBIT B

CERTIFICATION OF SPONSOR
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principal and duly authorized representative of Cherokee County whose address is 1130 Bluffs Parkway, Canton, Georgia 30114, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

(e) The audits of each local government shall be conducted in accordance with the generally accepted government auditing standards.

_____
Date

_____
Signature
L. B. Ahrens, Chairman

EXHIBIT C

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Cherokee County whose address is 1130 Bluffs Parkway, Canton, Georgia 30114, and it is also certified that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for the Sponsor's employees during the performance of the contract; and

(3) Each subcontractor hired by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor, certifies to the Sponsor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

(4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

L. B. Ahrens, Chairman

EXHIBIT D

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

SPECIAL PROVISION

Required Federal Aid American Recovery and Reinvestment Act Contracts

(Applicable to all Federal Aid American Recovery and Reinvestment Act (ARRA) funded contracts and subcontracts)

Monthly Employment Reports shall be completed and submitted to the Engineer within ten calendar days after the end of each month. Failure to provide the required documentation will be grounds for withholding all payments on this contract.

Access to the monthly reporting information is available on the GADOT Construction Bidding Administration Web Site at wwwb.dot.state.ga.us/dot/construction/contractsadmin/index.shtml.

ARRA Section 902

Provides the U. S. Comptroller General or authorized representative will be allowed:

"(1) To examine any records of the contract or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) To interview any officer or employee of the contractor of any its subcontractors, or any State or local government agency administering the contract, regarding such transactions."

ARRA Section 1515

Provides Authority for the Inspector General or authroized representative during the term of this contract plus an additional three (3) years thereafter:

"(1) To examine any records or interview any employee or officers working on this contract. The contractor is advised representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

MONTHLY EMPLOYMENT REPORT
AMERICAN RECOVERY AND REINVESTMENT ACT

1. First day of reporting period (mm/dd/yy):	2. Report Month (mm/yy)	3. Contracting Agency
4. Federal-Aid Project Number	5. State Project Number or ID Number	6. Project Location: State, County or Federal Region
7. CONTRACTOR NAME AND ADDRESS		
8. Contractor/Subcontractor DUNS number:		

9. Employment Data

	EMPLOYEES	HOURS	PAYROLL
Prime Contractor Direct, On-Project Jobs (see guidance for definitions)			
Subcontractor Direct, On Project Jobs			
Subcontractor Name(s):			
Prime and Subcontractor Totals			

10. PREPARED BY CEO or Payroll Official *(Signature and Title)*	DATE

Monthly Employment Report

Coding Instructions

BOX 1. First day of reporting period: The first day of reporting period is the first day of the first payroll period of the month. If the beginning of the month splits the payroll period then the report will include dates from the prior month as necessary to complete the payroll period.

BOX 2. Report Month: The month and year covered by the report, as mmyy e.g. "May 2009" would be coded as "0509."

BOX 3. Contracting agency: The name of the contracting agency. Leave blank for State projects. For non-State projects, enter the name of the contracting agency (Federal agency, tribe, MPO, city, county, etc).

BOX 4. Federal-aid project number: The State assigned federal-aid project number, consistent with the format reported in FMIS.

BOX 5. State project number or identification number: The State assigned project number or ID, consistent with the format reported in FMIS.

BOX 6. Project location: State where project occurs. If the project performed for Federal Lands, provide the region name.

BOX 7. Contractor name and address: The name and address of firm shall include the name, street address, city, state, and zip code for the contractor.

BOX 8. Contractor DUNS number: The unique nine-digit number issued by Dun & Bradstreet. Followed by the optional 4 digit DUNS Plus number. Leave blank if contractor does not have one. Reported as "999999999.9999" Monthly

Monthly Employment Report

BOX 9. **Employment data**

Subcontractor name: The name of each subcontractor that was active on the project for the reporting month.

Employees: The number of employees on the contractor's workforce that month, and the number of employees for each of the active subcontractors that month. Do not include material suppliers. Total field at bottom will be automatically calculated. Reported as a whole number.

Hours: The total hours on the specified project for all employees on the contractor's workforce that month, and the total hours for all employees for each of the active subcontractors that month. Total field at bottom will be automatically calculated. Reported as a whole number.

Payroll: The total dollar amount of wages paid by the contractor that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Total field at bottom will be automatically calculated. Rounded to the nearest whole dollar and reported as a whole number.

BOX 10. **Prepared by:**

Name: Indicate the person responsible for preparation of the form. By completing the form the person certifies that they are knowledgeable of the hours worked and employment status for all the employees. Contractors are responsible to maintain data to support the employment form and make it available to the State should they request supporting materials.

Date: The date that the contractor completed the employment form. Reported as "mmddyy."

GRANT INFORMATION - 5311

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:
Original Project Certification Date: 8/18/2009

Project Description:

182 Vehicles, ITS, Facilities, MM

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concure, statements in other documents including Attachments entered into TEAM-Web.

Special Provisions for Projects Financed Under the American Recovery and Reinvestment Act (Recovery Act).

The Recipient agrees that the following provisions apply to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent FTA determines otherwise in writing:

a. Identification of Recovery Act Funding. A Grant Agreement or Cooperative Agreement financed with Recovery Act funds will indicate that the Recovery Act is the source of funding as follows:

(1) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery," the Project or Projects are financed with Recovery Act funds appropriated for the Transit Capital Assistance for the Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.

(2) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to support the FTA Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.

(3) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – New Starts - Economic Recovery," the Project is financed with Recovery Act appropriations for Capital Investment Grants authorized for Small Starts or New Starts by 49 U.S.C. §§ 5309(d) or (e), respectively.

(4) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – Fixed Guideway - Economic Recovery," the Project is financed with Recovery Act appropriations for Fixed Guideway Infrastructure Investment for Modernization, authorized by 49 U.S.C. 5309(b)(2).

(5) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement "49 USC 5311 – Nonurbanized Area - Economic Recovery," the Project is financed with Recovery Act appropriations for Transit Capital Assistance for the Nonurbanized Area Formula Program authorized by 49 U.S.C. § 5311.

(6) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5311 – Nonurbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to support the Nonurbanized Area Formula Grant Program authorized by 49 U.S.C. § 5311.

(7) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement or Cooperative Agreement displays "77 – Transportation Investments for Greenhouse Gas & Energy Reduction ARRA," the Project is financed with Recovery Act funds specified for capital investments that will assist in reducing the energy consumption or greenhouse gas emissions of their public transportation systems.

b. Identification of Project(s). The Project or Projects for which Recovery Act funding is provided are set

forth in the Recipient's application and reflected in the Approved Project Budget.

c. Federal Requirements. In addition to applicable Recovery Act statutory and regulatory requirements, the Recipient agrees that applicable requirements of 49 U.S.C. chapter 53 apply to federally assisted transit projects financed with Recovery Act funds and the Recovery Act funding, except that the Federal share of the costs for which any Grant is made under this heading shall be, at the option of the recipient, up to 100 percent.

d. U.S. OMB Provisions. The Recipient agrees to comply with applicable provisions of U.S. Office of Management and Budget, "Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards," 2 C.F.R. Part 176, 74 Fed. Reg. 18449 et seq., April 23, 2009. Specifically, the Recipient acknowledges and agrees to comply with the following provisions

(1) Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The Recipient agrees to submit the requisite reports no later than ten calendar days after each calendar quarter in which it receives the Federal assistance award funded in whole or in part by the Recovery Act.

(c) The Recipient agrees to maintain, and to require its first-tier subrecipients to maintain, current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient agrees to report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at http://www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(2) Buy America Requirements under Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Buy America requirements sufficient for compliance with Section 1605 of the Recovery Act

(3) Wage Rate Requirements under Section 1606 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Wage Rate requirements involving construction, alteration, maintenance, or repair sufficient for compliance with Section 1606 of the Recovery Act.

(4) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients.

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 49 C.F.R. § 18.20 or 49 C.F.R. § 19.21, as applicable, the Recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(b) A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The Recipient agrees to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When the Recipient awards Recovery Act funds for an existing program, the Recipient agrees to furnish sufficient information to each subrecipient that distinguishes the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The Recipient agrees to require each subrecipient to include on its SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the Recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by FTA, DOT, Offices of Inspector General and the Government Accountability Office.

e. One-Time Funding. The Recipient acknowledges that receipt of Recovery Act funds is a "one-time" disbursement that does not create any future obligation by the FTA to advance similar funding amounts.

f. Integrity. The Recipient agrees that all data it submits to FTA in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity.

g. Violations of Law. The Recipient agrees that it and each of its subrecipients shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

h. Maintenance of Effort. A Recipient that is a State agrees to comply with the maintenance of effort certification it has made in compliance with Section 1201 of Recovery Act.

i. Emblems. The Recipient agrees to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds that are provided by U.S. DOT in a manner consistent with Federal guidance, and to include this provision in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

j. Further Requirements. The Recipient agrees to comply with applicable future Federal requirements that may be imposed on the use of Recovery Act funds.

Based on the accepted corrective action plan, GDOT will be allowed to execute its FTA grants, including ARRA, upon award. However, any evidence of insufficient progress towards addressing the issues may result in ECHO restrictions on all obligated grants.

This grant award is subject to the terms and conditions set forth in the Special Warranty Arrangement applicable to the Other Than Urbanized Area program as established by the U.S. Department of Labor at 29 C.F.R. Section 215.7, as amended. The Special Warranty Arrangement is incorporated herein by reference.

Date	Signature L. B. Ahrens, Chairman

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Cherokee County

Contract No. and Name: T004589 – FY13 – 5311 – Capital

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

47188
E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Steven B. McClure
Printed Name of Authorized Officer or Agent

Director, Human Resources
Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT E
Revised 12/01/11

APPENDIX A
CERTIFICATION OF SPONSOR

I hereby certify that I am the Chairman and duly authorized representative of the firm Cherokee County whose address is 1130 Bluffs Parkway, Canton, GA 30114. I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the participant shall require that the language of this certification will be included in all lower tier subcontracts which exceed $10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sponsor) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Sponsor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____
Date

_____
Signature
L. B. Ahrens, Chairman

APPENDIX B

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

Date Commissioner

APPENDIX C

PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Chairman and duly authorized representative of Cherokee County, whose address is 1130 Bluffs Parkway, Canton, GA, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;

(d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and

(e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____
Date

_____ (SEAL)
Signature
L. B. Ahrens, Chairman

Instrictions for Appendix C Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Sponsors)

1. By signing and submitting this contract the Sponsor is providing the certification set out in Appendix C.

2. The inability of the Sponsor to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Sponsor shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The Sponsor shall provide immediate written notice to the Department if at any time the Sponsor learns that it certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The Sponsor agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The Sponsor further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A Sponsor in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sponsor may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Sponsor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the Sponsor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX D

LOWER TIER CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Chairman and duly authorized representative of Cherokee County, whose address is 1130 Bluffs Parkway, Canton, GA, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ Date

_____ (SEAL)
Signature
L. B. Ahrens, Chairman

Instructions for Appendix D Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix D.

2. The certification, Appendix D, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

Cherokee County, Georgia
Agenda Request

Agenda No.
2.6

SUBJECT: Cherokee County CATS Program
Contract for Off-Peak Service Provider
Total Care Transportation Services, LLC

MEETING DATE: February 5, 2013

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of a contract with Total Care Transportation Services, LLC for off-peak transportation services for the CATS demand response program. This is an on-call, as-needed contract. Costs to be reimbursed through DHS supplemental fund contract approved in November 2012.

FACTS AND ISSUES:

A request for proposals for off-peak, on-call Human Services Transportation Services for the Cherokee County CATS demand response program was issued on November 30, 2012. One firm responded to the RFP.

The 2013 DHS annual contract funding was increased by $47,690.36. This covers an increase in available funds to Cherokee County from DHS to address actual anticipated trips for current client population for the elderly and disabled. DHS funds supplement GDOT 5311 funds for transit. The funds are a combination of federal ($37,868.86) and state ($9,821.50) funds. A copy is attached.

This on-call, as-needed contract is for service requests made during off-peak hours of CATS operation from the hours of 6 PM to 6 AM, on weekends and for trips outside the CATS service area. From time-to-time CATS receives those requests and must turn them down. With the availability of the additional DHS funds, the option to service these trips would now be available. This service will be scheduled by the CATS dispatcher, as needed. The service will not be encouraged. Once available funds for the fiscal year are depleted, the service will be stopped.

BUDGET:

Budgeted Amount:	$ 9,821.50	Account Name: Professional Services
Amount Spent to Date:	$ 0.00	Account #: 2.5541-52.1200
Amount of Request:	$ 9,821.50	
Remaining Budget:	$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

Approval of a contract with Total Care Transportation Services, LLC for off-peak transportation services for the CATS demand response program. This is an on-call, as-needed contract. Costs to be reimbursed through DHS supplemental fund contract approved in November 2012.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Cherokee County
Board of Commissioners

1130 Bluffs Parkway
Canton, Georgia 30114

Agreement
For
Cherokee Area Transportation System (CATS)
Human Services Coordinated Transportation
Off-Peak Service

Award Date: February 5, 2013

Contractor: Total Care Transportation Services, LLC
931 Monroe Drive, Suite 102
Atlanta, Georgia 30308

AGREEMENT

This Agreement (the "Agreement") is made and entered into this ___ day of _____, 2013, 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 (hereinafter referred to as the "County"), and TOTAL CARE TRANSPORTATION SERVICES, LLC, a Georgia corporation (hereinafter referred to as the "Contractor"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, County desires to provide the citizens of Cherokee County who are consumers of the Department of Human Services (DHS) and other human service providers with transportation outside of normal service hours, outside of the normal service area and during hours of insufficient capacity. These trips will occur within and outside of Cherokee County

WHEREAS, County intends to provide for the participation of private transportation companies in this program to the maximum extent feasible; and

WHEREAS, Contractor is a private firm specializing in human services coordinated transportation, and Contractor is willing and able to provide the services described in this Agreement; and

NOW THEREFORE, the County and Contractor, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. <u>Contract Documents</u>

The following documents are incorporated herein by reference and constitute the Contract Documents:

A. This Agreement;

B. Request for Proposals, dated November 30, 2012, attached hereto as Exhibit "A";

C. Proposal, dated December 17, 2012, attached hereto as Exhibit "B";

D. Alien Employment Affidavits attached hereto as Exhibits "C" and "D" and SAVE Affidavit attached hereto as Exhibit "E";

Section 2. <u>Project Description</u>

This project will provide Human Services Coordinated Transportation. Service will entail providing transportation to consumers of the Department of Human Services (DHS) and other

human service providers for services outside of normal service hours, outside of the normal service area and during hours of insufficient capacity of the existing CATS demand response program.

Section 3. The Work

The Work is specified and indicated in the Request for Proposals and Agreement (the "Work"). The Work previously described includes all material, labor, insurance, tools, equipment, and any other miscellaneous items necessary to complete the Work as described. Contractor shall complete the Work in strict accordance with the Contract Documents.

Section 4. Contract Time

The term of this contract shall be for a period of one year from date of Notice to Proceed. County has the option to renew this Contract for two (2) additional one-year periods from its expiration date. In the event that the County does not intend to renew the contract, written notice shall be provided by the County to the Contractor at least thirty (30) calendar days prior to the contract expiration date. 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 year of the Term, and further, that this Agreement shall automatically renew on each subsequent year absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current term year.

Section 5. Contractor's Compensation; Method of Payment

The amount to be paid under this Agreement is an all-inclusive rate structure as follows:

Core Trips	$15.00
Core Trips (seniors)	$10.00
Non-core Trips (one-way)	$33.00
Long Distance Trip (30-75 miles)	$2.15/mile
Long Distance Trip (>75 miles)	$2.15/mile
Field Trip (hourly)	$33.00
Wait Rate for Field Trip and Long Distance Trip	$10.00/hour
Wheelchair Trip (Lift)	$45.00
Wheelchair Trip (Non-lift)	$40.00

Contractor will submit to County on a monthly basis by the fifteenth (15th) of each month an invoice for services due in the subsequent month, and will request payment for such billings within thirty (30) days of the date of invoice. County agrees to process and pay billings promptly.

Section 6. 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 Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and the Contractor shall proceed with the changed work.

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

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. 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 $10,000.00, must be approved by resolution of the Cherokee County Board of Commissioners.

Section 7. **Covenants of Contractor.**

A. Compliance with Law

Contractor will comply with all applicable Federal, state and local laws and regulations (including permits and licenses) necessary to operate human services transportation services as described herein. All vehicles will be maintained and operated in compliance with all applicable Federal, state and local rules, regulations and codes governing the operation of vehicles used for commuter vanpooling. Without limiting the generality of the foregoing, Contractor will obtain and maintain at its cost, all permits and licenses necessary to operate such vehicles and other equipment under such applicable laws and regulations. Contractor will be appropriately licensed and authorized to perform the services required in this Agreement, including, but not limited to, all necessary Georgia motor vehicle licenses and certificates. The cost of any required license or permits will be the responsibility of the Contractor. Contractor will pay for all Federal, state and local taxes imposed on Contractor due to ownership or leasing any vehicle, equipment or inventory or operation of the transporation service.

B. Contractor's Representative

Malika Humphries shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

C. Assignment of Agreement

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

D. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor 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. Contractor 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 Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole 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 Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor 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 Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive termination of this Agreement.

E. Independent Contractor

Contractor 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 Contractor 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 contractors, 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 Contractor 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 Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

As the County and the Contractor are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

F. Insurance

(1) Requirements: The Contractor 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 Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney as 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: Contractor shall maintain limits no less than:

(a) Comprehensive General Liability of $1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

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

(c) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of $1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.

(ii) The Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor 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. Bests' rating of no less than A:VII.

(6) Verification of Coverage: Contractor 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 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 review at VPSI's local office complete, certified copies of all required insurance policies, at any time. The Contractor 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: Contractor 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: Contractor 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: The County shall be named as an additional insured on all policies required by this Agreement.

G. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Requirements

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 "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided as Exhibit "C", and submitted such affidavit to the County. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor 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, Contractor 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 Contractor's and Contractor's subcontractors' verification process at a reasonable time to determine that the verification was correct and complete. The Contractor and Contractor'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 Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making 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 report same to the Department of Homeland Security. The Contractor's failure to 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.

Contractor 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. 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 hereto as Exhibit "C".

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

____ 500 or more employees.

____ 100 or more employees.

____ Fewer than 100 employees.

Contractor agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor 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 Contractor's legal status in the Country *each* time that Contractor obtains a public benefit, including any contract, from the County. Contractor 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 "E", and submitted such affidavit to the County in person, electronically, or by mail. Further, Contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Contractor's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Contractor 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).

H. Records, Reports and Audits

Contractor agrees that County, the United States Department of Transportation, or any duly authorized representatives shall, for the purposes of audit and examination, be permitted to inspect all work materials, payrolls and other data, records and accounts with respect to this program. Contractor agrees to maintain required records for at least three (3) years after County makes final payment and other pending matters are closed.

(1) Records:

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

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

(2) Reports and Information: Upon request with reasonable notice, the Contractor shall furnish to the County, in a reasonable time and manner, any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections: Upon reasonable notice and in a reasonable time and manner, during normal business hours and as often as the County and Contractor 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 Contractor 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.

I. Conflicts of Interest

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

J. Confidentiality

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

K. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor 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 Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

The Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses, or approvals that may be necessary for the performance of the Work. The Contractor shall furnish copies of all such permits, licenses, or approvals to County's representative, as provided in Section 8(B), within ten (10) days after issuance.

L. Key Personnel

Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

M. Authority to Contract

The Contractor 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 Contractor to the terms of this Agreement, if applicable.

Section 8. **Covenants of the County**

A. Right of Entry

The County shall provide for right of entry for Contractor and all necessary equipment to the premises where the Work is to be performed in order for Contractor to complete the Work.

B. County's Representative

Terry Hinton, or his designee, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

Section 9. **Termination for Convenience by Either Party**

Should any disagreements between the parties arise during the course of this Agreement, both parties pledge to make their best efforts to settle such disputes in an amicable fashion, so as not to affect the successful operation of the service.

A. The County may terminate this Agreement for convenience at any time upon at least sixty (60) days written notice to Contractor. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed prior to the date of termination. Within two months after termination for convenience, Contractor may submit a termination claim, with invoices containing the information required for regular payment of compensation through the effective date of termination. The County shall have no further liability to Contractor for such termination.

B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor thirty (30) days written notice of its intent to terminate the Agreement and the reasons therefore, and, if Contractor fails to cure the default within that period, this Agreement shall be terminated upon expiration of the thirty (30) day period without further notice. The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor until all costs of completing the Project according to the alternative arrangements are paid. If the balance of the Contract Price exceeds the cost of completing the Project, the County shall pay the Contractor for Work actually completed prior to termination.

C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 9(A) above.

D. Upon termination, the Contractor shall: (1) promptly discontinue all services

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

E. The rights and remedies of the County and the Contractor provided in this Section are in additlon to any other rights and remedies provided under this Agreement or at law or in equity.

Contractor may terminate this Agreement for convenience by serving notice of termination. The notice must predate actual termination of service by at least sixty (60) days from the date of receipt of the notice of termination. County shall be liable only for payment for services rendered before the effective date of termination. Contractor shall deliver and other-wise make available all pertinent data, reports, summaries and other such information and materials as may have been accumulated by the Contractor in performing under this Agreement, whether completed or in progress. All equipment shall remain the property of Contractor.

Section 10. Miscellaneous

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

B. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

D. Invalidity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid or unenforceable, the offending portion of the Agreement should be severed, and such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

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

NOTICE TO COUNTY shall be sent to:

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114
Attention: County Manager

NOTICE TO CONTRACTOR shall be sent to:

Total Care Transportation Services, LLC
931 Monroe Drive, Suite 102
Atlanta, Georgia 30308
Attention: Malika Humphries

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

F. 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.

G. Force Majeure. Neither the County nor Contractor 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: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) 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.

H. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

I. 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 Contractor 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 Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor'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 Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

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

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

L. 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.

M. Severability. The parties agree that if the provisions of this Agreement are held invalid for any reason, the remainder would then continue to conform to the purposes, terms and requirements of applicable law.

N. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this agreement.

O. Merger. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter thereof, and no modification shall be effective unless it is in writing executed by the parties. This Agreement supersedes all prior discussions, understanding and agreements between the parties with respect to any and all matters contained herein.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first above written.

TOTAL CARE TRANSPORTATION SERVICES, LLC

By: _____
Malika Humphries, Senior Partner

Attest:_____

[AFFIX CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____
Witness

_____
Notary Public

[NOTARY SEAL]

My Commission Expires:
_____

CHEROKEE COUNTY BOARD OF COMMISSIONERS

_____
L.B. Ahrens, Jr., Chairman

_____
[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____
Witness

_____
Notary Public

[NOTARY SEAL]

My Commission Expires:
_____

EXHIBIT "A"

[INSERT REQUEST FOR PROPOSAL HERE]

EXHIBIT "B"

[INSERT CONTRACTOR'S PROPOSAL HERE]

EXHIBIT "C"

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:

_____
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 _____ DAY OF _____, 201__.

_____
Notary Public

[NOTARY SEAL]

My Commission Expires:
_____

EXHIBIT "D"

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 Enterprise Holdings 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 "E"
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 Government
Engineering Department
Capital Program Management
1130 Bluffs Parkway
Canton, GA 30114
678-493-6077 FAX 678-493-6088
www.cherokeega.com

January 23, 2013

Ms. Malika Humphries
Total Care Transportation Services, LLC
931 Monroe Drive, Suite 102
Atlanta, Georgia 30308

Re: Cherokee County
Human Services Coordinated Transportation
Contract Documents

Dear Ms. Humphries:

Attached please find three (3) copies of the contract for the above referenced project for executing.

The award of the contract is expected to be made at the February 5, 2013 Board of Commissioners meeting. A notice to proceed will be issued once the Board approves of the contract.

Please note that in addition to completing and signing the contract, you are also responsible for filling out Exhibits C, D and E.

If any additional information or clarification is required please contact us at 678-493-6077.

Sincerely,

Geoffrey E. Morton, P.E.
County Engineer

Attachments
Cc: Terry Hinton

DHS
Georgia Department of Human Services

Nathan Deal, Governor

Clyde L. Reese, III, Esq., Commissioner

Georgia Department of Human Services • Office of Procurement & Contracts
Two Peachtree Street, NW • Suite 27-213 • Atlanta, GA 30303 • 404-656-4980

December 28, 2012

Geoffrey E. Morton, PE
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

Dear Mr. Morton:

We are pleased to send you one fully signed copy of your contract with the Department of Human Services, contract #42700-362-0000013464 Amend # 1. Use this number when you are submitting payment requests and programmatic reports, as well as with other contract-related activity.

If, during the course of the contract period, you feel that a change is needed to any of the terms of this contract, including your proposal and payment annex (budget, progress payment schedule, or rate schedule) check with your programmatic officer. However, please remember that verbal approval for changes is not legally sufficient and that a contract amendment will generally be required. Also, an amendment must be developed and signed before you are authorized to implement any changes.

The department's accounts payable office has asked us to remind contractors to include their invoice or expenditure account number on all payment requests. There is a blank for this number in the upper left-hand corner of the DHS invoice and expenditure report forms.

Sincerely,

Sharrie Eubanks
Departmental Contract Liaison

Enclosures

STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT AMENDMENT

The Department of Human Services contract identified below is amended as indicated within this contract amendment. The effective date of this amendment is November 26, 2012. All other provisions of the contract remain unchanged.

DEPARTMENTAL ADMINISTRATIVE INFORMATION:

DHS CONTRACT #42700-362-1000013464 Amendment # 1

Fiscal Summary (Net $ effect of this change):

X Expense; _____ Revenue

Total Obligation: $47,690.36
Total De-obligation: $_____

Federal:	$37,868.86	93.558	CFDA #
State:	$ 9,821.50	20.513	CFDA #
Match:	$ 0.00	84.126	CFDA #

SECTION I:
PARA #101 CONTRACT BETWEEN: (101) 05/01/12

This contract is made and entered into by and between the **Department of Human Services, through its Office of Facilities and Support Services** , (responsibilities and obligations pursuant to this contract will be performed by the Department's division/office identified above and by the sub-unit and individuals identified in Paragraph #103 of this contract), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the "Department" or "DHS";

AND

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

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the "Contractor".

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

DHS Contract Paragraph #301, Section III

As Reads

SECTION III:
PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR: (301F) 3/27/97*

The Department will pay the Contractor according to the Rate Schedule attached as Annex F after receipt of specified documentation and approval by the Department.

Total approved contract amount is $169,665.13 comprised of federal, state, and local funds as indicated below:

a. Social Services Block Grant (SSBG) funds from Division of Aging Services are $0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed $0.00 (federal funds).

b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are $0.00. Total payments for services against these funds shall not exceed $0.00 (federal funds).

c. Title III fund of the Older Americans Act from Division of Aging Services are $0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed $0.00.

d. State funds available from Division of Aging Services are $0.00. Payments for services against these funds shall not exceed $0.00.

e. Multiple fund sources available for services not specifically designated for Division of Aging Services ' clients are $169,665.13. Payments for services against these funds shall not exceed $169,665.13.

Total fund sources available for trips for all clients, including senior citizens, are $169,665.13 (state and federal). Total payments for services against these funds shall not be exceeded.

Is Amended to Read

SECTION III:
PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR: (301F) 3/27/97*

The Department will pay the Contractor according to the Rate Schedule attached as Annex F after receipt of specified documentation and approval by the Department.

Total approved contract amount is $217,355.49 comprised of federal, state, and local funds as indicated below:

a. Social Services Block Grant (SSBG) funds from Division of Aging Services are $0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed $0.00 (federal funds).

b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are $0.00. Total payments for services against these funds shall not exceed $0.00 (federal funds).

c. Title III fund of the Older Americans Act from Division of Aging Services are $0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed $0.00.

d. State funds available from Division of Aging Services are $0.00. Payments for services against these funds shall not exceed $0.00.

e. Multiple fund sources available for services not specifically designated for Division of Aging Services ' clients are $217,355.49. Payments for services against these funds shall not exceed $217,355.49.

Total fund sources available for trips for all clients, including senior citizens, are $217,355.49 (state and federal). Total payments for services against these funds shall not be exceeded.

DHS Contract Annex F is DELETED and REPLACED by the attached Annex F.

SIGNATURES TO CONTRACT AMENDMENT #1 BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

CHEROKEE COUNTY BOARD OF COMMISSIONERS

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

I, the undersigned Commissioner of Cherokee County, certify that this contract is entered in Book No. _____, Page No. _____, of the official minutes of the Commission of _____ County.

CONTRACTOR EXECUTION:

Signature

11/20/12
***Date signed by Contractor

L.B. Ahrens
*Typed name of individual signing
Chairman, Commission of

Cherokee County

DATE: NOV. 20, 2012

Christy Black
Attestor's signature

Christy Black
Attestor's typed name

County Clerk
**Title of Attestor

DEPARTMENTAL EXECUTION:

Department of Human Services

Clyde L. Reese, III w/p MAH
Clyde L. Reese, III, Esq.
Commissioner

12-6-12
Date signed by the Department

Division/Office Director

James T. Bricker, Director
Office of Facilities and Support Services

12/3/12
Date signed by Department

*Must be Chairman or sole Commissioner.
**Must be Clerk of Commission.

ANNEX F

Cherokee County Board Of Commissioners
FY 2013 COST PROPOSAL
Amendment One Rate Additions
Effective Dates: 1 July 2012 to 30 June 2013

Type	DEFINITION	RATE
CORE TRIP CATS	Any one-way trip that occurs between 6 AM and 6 PM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.	Aging: $ 4.50 DFCS & VR: $ 11.50 BH/DD: $ 5.50 DOJ: $ 12.00 per trip 10-ride pass: $12.50 10 ride pass 62 & older: $ 6.00
NON-CORE TRIP	Any one-way trip that occurs between 6 PM. and 6 AM, or on weekends. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response. This will include all non-core hour trips, holidays, and weekends.	0-29 miles - $ 25.00
*LONG DISTANCE TRIP (30 - 75 MILES)	An hourly rate for the transport time of a long distance trip. A long distance trip is defined as any trip over 30 miles one-way and no more than 75 miles (will only include mileage for the passenger being counted as long distance).	30-49 miles - $ 35 50-75 miles - $ 45
LONG DISTANCE TRIP (> 75 MILES)	Long distance trip is defined as any trip over 75 miles (will only include mileage for the passenger being counted as long distance).	
FIELD TRIP HOURLY	Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger.	
WAIT RATE FOR FIELD TRIPS AND LONG DISTANCE TRIPS	An hourly rate for the time a driver must wait for a consumer that cannot be dropped off and picked up at a later time.	$20.00 hour
WHEELCHAIR TRIP	Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cand, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps.	

* Some RTOs may define this trip type as any trip over 25 miles.
** Some RTOs may opt not to have this trip type as a separate rate, including this rate and type in the core and non-core rate.

TECHNICAL PROPOSAL RESPONSE FORM

CHEROKEE COUNTY HUMAN SERVICES COORDINATED TRANSPORTATION

RFP #2013-08

Submitted by:	Total Care Transportation Services, LLC.
Firm Name:	Total Care Transportation
Address:	931 Monroe Dr., Suite 102
City, State, Zip	Atlanta, GA 30308
Telephone:	678-379-9589
Fax:	1-877-730-0244
E-Mail Address:	mhumphries@totalcaretransit.com
Signed:	
Print Name:	Malika Humphries
Title:	Senior Partner
Date:	December 17, 2012

December 17th, 2012

Dear Cherokee County Procurement and Risk Management Department,

Thank you for considering Total Care Transportation Services, LLC. (Hereinafter as "TCT" or "Contractor") as a candidate for the Cherokee County Human Services Coordinated Transportation RFP. We realize the value and importance of this project and find it an absolute privilege to serve your residents.

TCT is a Georgia based Woman-Minority owned company, taking great pride in servicing our very own communities to support life essential needs through compassionate, quality care in every transportation experience.

TCT has set forth to become a modernizer for delivering efficient transportation through emergence of empowering rider-friendly technology and transparent coordination packaged in a safe, customer-focused transit environment that "totally cares".

Our team looks forward to becoming your partner in transportation and help move you forward in providing Coordinated Transportation.

Sincerely,

Malika Humphries
Senior Partner
Total Care Transportation Services, LLC.

Letter of Transmittal

This TRANSPORTATION SERVICES PROPOSAL (the "Proposal"), is in response to the Request for Proposal for Cherokee County Human Services Coordinated Transportation. This Proposal shall remain valid for a period not less than 90 days from the date of submittal.

Total Care Transportation Services, LLC. Information:

Total Care Transportation Services, LLC.
Total Care Transportation
931 Monroe Dr., Suite 102
Atlanta, GA 30308
Phone (678) 379-9589
Fax (877) 730-2044
Email contact@totalcaretransit.com
Website: www.totalcaretransit.com

Contact Information:

Any questions regarding the content of TCT's response to the Proposal should be directed to:
Malika Humphries
Senior Partner
931 Monroe Dr., Suite A102
Atlanta, GA 30308
Phone 770-407-9736
Email mhumphries@totalcaretransit.com

By: _____
(Officer's signature authorized to bind the terms of this proposal)

Name: Malika Humphries
Title: Senior Partner
Telephone: 770-407-9736
E-mail: mhumphries@totalcaretransit.com

Table of Contents

Letter of Transmittal 3

Total Care Transportation Services, LLC. Information: 3

Contact Information: 3

Table of Contents 4

Executive Summary 5

Technical Proposal 6

OVERVIEW 6

I. Service Delivery 6

II. Receiving/Scheduling/Delivering Trips 8

III. Sub-Contractor Agreements 17

IV. Vehicle Fleet (Please complete for all your organization and Sub-contractor vehicles) 17

V. Financial Capability (Please complete for your organization and all Sub-contractors) 19

VI. Transit System Budget Form 19

VII. References (for first-time proposal submissions only) 19

APPENDIX: Assurances 21

APPENDIX: Responder Information Sheet

APPENDIX: Cost Proposal

APPENDIX: Project Plan

APPENDIX: Transit System Budget Form

APPENDIX: Financial Statements

APPENDIX: Financial References

Executive Summary

Total Care Transportation is a small business with a big heart. Though formed as a Limited Liability Corporation in March 2012, we are no strangers to the transportation industry. Over the past 10 years, we have voluntarily serviced our own families, community neighbors, disabled, and Faith-based organizations in providing safe, compassionate transportation services to the transportation-disadvantaged populations in the Metropolitan surrounding counties in Georgia.

This Request for Proposal calls for a business that can provide clean, on-time, reliable, safe, and efficient transportation services outside of normal service hours/areas, and during hours of insufficient capacity within and outside of Cherokee County. Rated as one of the fastest growing Counties with most growth potential in America by the American Business Chronicle, it's no surprise Cherokee's proud residents will demand more accessible transportation. The ability to meet these life essential needs of the community requires a comprehensive solution enabling transparency in transportation coordination through effective rider-friendly technology. Because of our peer connections with National Rural Transit Assistance Program (NRTAP), Federal Transit Association (FTA), and other prominent organizations, we are fortunate to leverage best practices, to best coordinate transportation request through emerging technologies and availability of real-time information by working closely with transit professionals to promote the success of transit operations. We are strategically staffed with diverse expertise in Transportation, Training, ADA compliance, Recruitment, Financials, Project Management, and Six Sigma Process Management built to embrace the "Information Age"; these collective skillsets are a "powerhouse" for success. The greatest of all, being none less than "Superior" customer service is what branded the "Total Care" in Total Care Transportation Services, LLC. Excellence in service is the gateway to longevity.

Choosing TCT to deliver transportation services to your valued consumers will further complement the service provided today by rewarding the community with extended, flexible transportation options. You need a dedicated team of professionals that knows how to roll sleeves up to work, and roll sleeves down to lead...lead in being the most cost-effective, clean, on-time, reliable, safe, compassionate, and efficient transportation service to meet the mobility needs of the communities through improved coordination and ridership. The opportunity for TCT to demonstrate its ability will be worth your investment.

Technical Proposal

OVERVIEW

TCT will deliver transportation services in accordance with DHS Office of Facilities and Support Services Transportation Manual (#MAN1425). The minimum guidelines included in this manual involves record keeping, reservations, trip scheduling, cancellations, types of transportation services, hours of operation, customer service, vehicle monitoring, complaint processing and service delivery.

TCT's foundation is built with a team of 4 partners certified in Project Management (PMP), Lean Six Sigma, Human Resource Management (PHR), Americans with Disability ACT (ADA) Program Specialist, Citizen's Fire & Rescue, Industry leading Training Specialist, and a Master in Financial Management and Audit. Collectively, we operate Total Care Transportation by serving as the Transit Directors, Dispatchers, Operators, and even drivers. We understand exactly what's needed to run a successful operation from hands on experience.

Our delivery model to onboard transportation services is simple. We treat every contract as a Project and leverage the Project Management Institute Methodology for execution. Please see the proposed project schedule in the appendix section to meet the extended demand for transportation services called for in this Proposal.

I. Service Delivery

The respondent must address how transportation services will be delivered, including type and number of vehicles, telephone capability to interact with human service providers and consumers, fax capabilities to receive trip requests and other written communication (24/7 answering machine and fax capabilities required), core hours of operations and complaint resolution. NOTE: It is the responsibility of the transportation provider to supply the needed vehicles.

TCT Response:

TCT will deliver transportation services in accordance with DHS Office of Facilities and Support Services Transportation Manual (#MAN1425). TCT's intelligent Computer Aided Dispatch and Scheduling System (Hereinafter CADS) is the foundation of any transit operation. The CADS system is highly robust, and mainly responsible for route optimization, real-time schedule/updates, dispatching, reporting, and exporting trip plans directly to mobile devices, email, and GPS units for turn-by-turn directions. We aim to achieve:

- Better Decision-Making and automation
- Reduced Redundant Data Entry
- Reduced Delays in the Flow of Information between Agencies, Customers, and Drivers
- Improved Information Available to Agencies
- Improved Staff Productivity
- Reduced Paper Costs
- Reduced Time Locating Information or Data
- Improved Data Integrity
- Improved Reporting

Vehicles

The CADS system provides scalability to work with 1 to over 1500 vehicles, allowing complete maximization of routes and schedule control. Though TCT currently operates with 1

Minivan seating 4-6 passengers, we are positioned to meet the growing demand of this proposal, and will evaluate expansion needs on a monthly basis or as needed. Planned growth is forecasted for review January 2013.

Communication
TCT's main number is available 24 hours a day and will route to the first available operator. TCT successfully implemented Google's voice and data exchange services. This service has tremendous benefits as any and all calls are logged in TCTs voice system; voicemails are translated in email and provides a sophisticated audit trail of caller activity in date timestamp order. Fax services are just as sophisticated. TCT owns an eFax number which all faxes are received to a secured fax system, 24 hours a day. Notifications are automatically sent via email and Instant Messaging, for both phone and fax confirmations.

Hours of Operation
TCT core hours are 6am-6pm Mon-Fri; extended hours offered 6pm-6am resulting in a 24 hour, 7 days a week operation. We are proud to service our community around the clock, and as demand beckons.

Complaint Handling
Given customer service is the backbone of any service organization, TCT prides itself in being a customer-focused face of transit. Therefore, excellence in service satisfaction is TCT's #1 priority. However TCT understand no matter how well the job is done, complaints are inevitable. In addition to adhering to DHS Complaint Policies & Procedures, TCT has a well-documented Complaint Policy, in which TCT management receives all complaints and applies the five simple guidelines within a reasonable timeframe to resolve:

- Open with an Introduction and Invitation to describe complaint
- Listen to Understand and ask Relevant Questions
- Apologize, and Identify the Caller's Feelings
- Work diligently towards a solution
- ALWAYS close on a Positive Note

Complaints and/or disputes will be documented and placed in a file marked "Complaint File" to use as lessons learned and improve operations.

Using the Section below, provide a detailed list identifying which services your agency proposes to provide transportation services for. (See the Cost Proposal for suggested trip types.)

Agency	Number of Trips	Trip Type	Rate
Division of Aging Services	Open to fulfill trip demand	Will provide all trip types. *(Note: Vehicle cannot accommodate wheelchairs at this time unless assisting customer in/out of wheelchair and fold-up.)*	See FY2013 Cost Proposal
Division of Family and Children Services			
Department of Behavioral Health and Developmental Disabilities (DBHDD)			
Georgia Department of Labor (DOL)			
Other Programs			

1. What are the administrative office hours of your organization?

TCT Response:

TCT administrative office hours are 6am-6pm Mon-Fri. All Transit Directors are available after hours (6am-6pm) to oversee extended services and scheduling, as we operate a 24/7 operation and have on-call schedules.

II. Receiving/Scheduling/Delivering Trips

A. How will trip orders be received, scheduled and transportation services delivered?

1) Describe in detail the procedure used to:

a) How will you Receive trip request?

TCT Response: TCT shall receive trip request through any of the following methods of communication atleast 24 hours in advance:

- Send email to trips@totalcaretransit.com
- Send fax to 877-730-0244
- Call main number 678-379-9589 to verbally confirm receipt or delivery of trip request; *phone calls do not substitute a trip request form, which should always be provided to TCT.*

Email Notifications and phone call follow-up will be sent to requesting agency for confirmation of receipt of approved request.

b) How will you Schedule & Dispatch trip request?

TCT Response: Upon receipt of approved Trip order TCT will perform the following steps for scheduling and dispatching using the web-based, CADS system:

- Transit Operator performs data entry of trip order information into CADS.
- System matches trip request with appropriate vehicles and drivers
- System determines the routes vehicles will take to transport vehicles and produce an optimized route plan for import into mobile devices, GPS, and forward electronically to driver.
- Each route contains route #, route start/end times, vehicle/driver assignment, customer pick-up/drop-off detail information (name, address, phone number, transport requirements) and other data required by DHS.
- A sanity check is done throughout process to confirm route plans are accurate and successfully transmitted; any disruptions in system availability TCT revert to back-up processing and manual logs.
- The uniformed driver accepts the daily route plan assignment and leave in time to conduct a pre-inspection check of the assigned vehicle.
- The dispatcher is in constant communication with the driver to resolve in disruptions in service.

c) How will you Deliver trip request?

TCT Response: Trip request will be electronically forwarded to the assigned driver based on the below key factors. In addition the driver prints out the trip manifest/daily schedule from the CADS system to use as back-up.

- Distance from TCT's fleet location to pick-up destination
- Driver and route capacity
- Driver expertise to passenger sensitivity and special needs

The trip manifest is exported to GPS device in vehicle and/or smart phone device. In case of interruptions, the dispatcher will be available to provide driver with turn-by-turn directions, if needed.

d) How will you Log completed trip request? **TCT Response:** TCT will follow DHS Policies & Procedural forms for trip completions. In addition, the driver is required to record the trip pick-up and drop-off times and report these times in the trip log form, preferably real-time so TCT operators can maintain status.

e) Who is responsible for verifying trip logs? Explain your Trip Verification Process?

TCT Response: The dispatcher for that day is responsible for verifying trip logs and remains in constant contact with driver throughout the manifest. The driver completes the trip log as each driver enters and exits the vehicle. By end of trip day, the log is provided electronically to the dispatcher for sign-off. Each driver has a smart phone with vehicle locator turned on. This allows the dispatcher to track status of driver and provide immediate assistance as needed. If any fraudulent information is provided, the driver will be reprimanded according to TCT strict policies and procedures. These types of fraudulent activities are not tolerated and comprise the reputation of TCT.

2) Describe in detail Communication Equipment used for transportation services.

TCT Response:

Telephone lines → Consist of a main phone line that can ring up to 6 numbers allowing staff flexibility to answer calls in the field, office, after hours, etc; All call activity is automatically tracked and transcribed to email using Voice Over IP (VOIP) technology.
Cell Phones → Each staff member is equipped with smart phones; main telephone line serves as a "single-point of call entry" which can ring each cell phone directly.
Fax Lines → Consist of a dedicated electronic fax (eFax) number which stores all faxes (whether failed or passed attempts) and detailed information in date timestamp order. This sophisticated eFax system allows for advance search, archive, and document management.
Internet/Email Capabilities → All communication received from fax and main phone line is routed to the main TCT's domain email address for tracking management. Internet is accessible 24/7, and in the event of an internet outage, hard-wired capability is available. TCT's website is also a form of communication for allow for instant messaging via Live Chat, and can call TCT directly from the internet.
Answering Systems --> An answering machine is available to catch missed calls and also routes messages to email.
Computer Equipment → Consist of 4 laptops and 2 desktops. All technology systems used are accessible via the internet and TCT can see the same information at the same time through the web-based CAD system, email, eFax.

3) Will an answering machine be available during non-office hours? If yes, give number.

TCT Response: Yes, TCT's main phone number, (678) 379-9589, is available 24/7 and will always have a staff member available to answer.

4) Will an after-hours contact number be available for scheduling or cancelling trips? If yes, please list.

TCT Response: Yes, trips can be cancelled a number of ways, to include a call to the main number (678) 379-9589, fax (877-730-0244), and email (trips@totalcaretransit.com).

5) What days and hours will transportation services be available and provided?

TCT Response: TCT's hours of operation is displayed in the table below.

Days	Core Business Hours	Extended Business Hours
Monday - Friday	6am – 6pm	6pm – 6am
Saturday	6am – 6pm	6pm – 12pm
Sunday	12pm – 6pm	6pm – 6am
Holidays	6am – 6pm	6pm – 6am

6) Will weekend and/or extended services be available? (If not, are you willing to expand your service hours if the demand indicates the need?)

TCT Response: Yes, weekend and extended services will be available and adhere to DHS Days and Hours of Service Policy.

B. How will service delivery operate during inclement weather and/or other types of emergencies? Include policies and procedures if applicable.

TCT Response:

TCT will adhere to DHS Inclement Weather Policies and Procedures. In addition, TCT policies include:

1) What is your contingent plan if bad weather occurs:

a) Prior to providing a requested trip?

TCT Response:

1. Total Care drivers shall utilize radio (WSB 95.5FM), company dispatch, client recommended communication (i.e. radio stations, news channels, public service announcements, etc), and discretion when operating vehicle in inclement weather.
2. Total Care shall notify servicing client of route cancellations or early pickup due to inclement weather; notification may include:
    a. Source consulted prior to cancellation of service
    b. Date(s) of cancellation (if necessary)
    c. Time(s) of early pick-up (if applicable)
    d. Date/Time that transport will resume (if known)
    e. Emergency contact number of Total Care account representative

b) While providing transportation?

TCT Response: TCT drivers know the safety of passengers should never be compromised. While providing transportation the driver should turn on hazards and pull over in a safe location if road conditions are hazardous for slow speeds adhere to policy manuals in the vehicle as needed.

c) Prior to completing return trip?

TCT Response: TCT drivers will access driving conditions, always turn hazards on and contact dispatch for assistance with inclement weather.

2) What is your contingent plan if vehicle breaks down while providing services?

TCT Response: TCT will adhere to DHS Policies and Procedures in addition to our policies referenced below.

Guidelines:

1. In the event of a vehicle being disabled for any reason, the driver shall:
    a. Pull out of the traffic stream, if possible
    b. Turn on the four-way flashers
    c. Engage the parking brake
    d. Engage fast idle unless the situation calls for the vehicle to be shut down
2. The driver should notify TCT dispatch immediately of the reason for the vehicle being disabled, the exact location of the vehicle, and the number of passengers on board.
3. TCT dispatch will make every reasonable effort to contact the next person(s) scheduled for pick up.
4. TCT will dispatch another vehicle to pick up the driver and any passengers.
5. The driver should advise the passengers of the situation providing them with alternatives, the approximate time of the delay, and endeavor to keep everyone calm.
6. The driver should then display the emergency road triangles, reflectors, or flares.
7. If the event occurs after regular business hours, TCT will make arrangements to return the incapacitated vehicle to its garage location, and for the safe return of the driver and passengers.
8. If adverse weather conditions exist and wait time will be excessive, the driver will notify TCT dispatch (will notify client) and the passenger.

3) What is your plan if a client becomes ill during transport with additional passengers on board?

TCT Response: TCT will adhere to DHS Policies and Procedures in addition to our policies referenced below.

Once driver becomes aware of ill or injured passenger the following actions are to be implemented:

1. Driver will stop vehicle in a safe location and assess the situation by verifying the injury or illness of affected passenger(s); call 911 if needed
2. Grab the vehicle's first aid kit, and to lend aid to affected passenger(s)
3. In the event multiple passengers are ill or injured, driver will triage (prioritize) passengers based on the severity of their condition
4. Driver to notify TCT dispatch of the situation and current location.

5. Ask non-affected passengers to remain seated or move away from the ill passenger as appropriate; **DO NOT** move passengers with broken bones or spinal damage until medical assistance arrives; If injuries are minor, provide aid using vehicle first aid kit;
6. Gather incident information include pictures as needed via vehicle camera
7. As soon as practical, complete incident report
8. Check all passengers for injury.

4) Describe how communication between drivers, office, HSP's, and consumers' families will occur during emergencies.

TCT Response: TCT will adhere to DHS Policies and Procedures for contacting all involved stakeholders while adhering to privacy of information.

C. On-time service delivery (95% on-time performance rate) is expected with courteous treatment of all passengers.

1) How will you ensure on-time performance and all aspects of customer service are given by you, your employees and your sub-contractor(s)?

TCT Response: TCT will adhere to DHS Policies and Procedures for on-timer performance rate of 95%. In addition, we deliver on-going customer service training to drivers and staff and require drivers to notify customer of unavoidable delays as soon as possible.

2) Describe your policy and procedures for assuring client confidentiality.

TCT Response:

Confidentiality includes any element of privacy attached to physical or verbal records and is intended to minimize the exposure or dissemination of personal, health, staff, passenger or organizational information. Policies and procedures are as follows:

1. All staff is expected to protect passenger/staff information/records, both paper and electronic, from loss, defacement, tampering, and unauthorized use.

2. No staff is allowed unauthorized review, use or disclosure of protected health or personal information.

3. Staff is expected to maintain the confidentiality of all fellow employees and passengers at all times.

4. Staff is prohibited from discussing confidential information pertaining to fellow employees or passengers without prior consent.

5. Passenger/staff information are placed/stored electronically and will be safeguarded with passwords and limited access from members of TCT.

6. Any questions regarding the confidential status of a specific employee or passenger information should be directed to the Transit Director.

D. How will complaints be resolved? Explain your procedure including response time once a complaint is received.

TCT Response: TCT will adhere to DHS Policies and Procedures for handling complaints. In addition, Complaints will be resolved through a written or verbal process within a 24 hour timeframe of receipt of complaint or question.

E. Describe your No Show procedures.

TCT Response: TCT will adhere to DHS Policies and Procedures for No Show. The driver will wait atleast 5 minutes, and call dispatcher to receive confirmation to continue route and deem as a "No Show". We will make every effort to contact the customer.

F. Please describe your organizations and any sub-contractors(s)'s experience and qualifications in the area of transportation.

a. Discuss the organizations past experience in providing transportation services.

TCT Response: TCT has provided transportation services on a voluntary basis within our local communities, pharmacy pick-up, and to a host of extended families' life essential transportation needs. In addition, TCT Partners are well-versed in transportation coordination through previous employment in the transportation industry. We are well connected to transportation agencies such as FTA, NRTAP, CTAA, NCSL, Veteran's Transportation, Leading Age, SBA, and participate in many focus groups and white papers/case studies regarding transportation improvements and need assessments. TCT is proud to be a major contributor of "A Mission To Serve: State Activities to Help Veterans Access Transportation" for the state of Georgia; this paper will be released by National Conference of State Legislatures in 2013. We are very connected to our community and transit leaders.

b. Discuss the organizations past experience in providing transportation services funded by the Department of Human Services.

TCT Response: TCT has not contracted with DHS to provide transportation services, however looking forward to the opportunity.

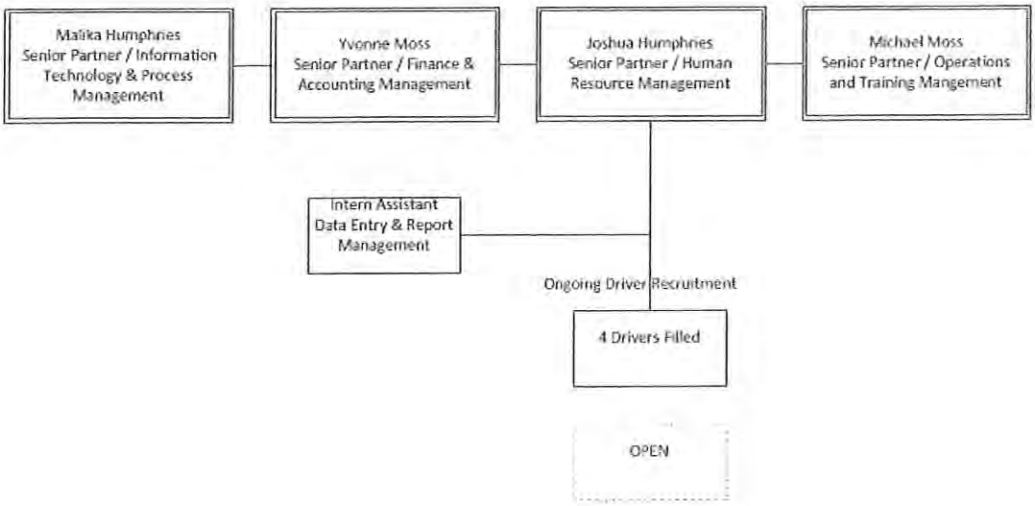
G. Please describe how your organization and your sub-contractor(s)'s business are staffed to meet all of the responsibilities required under DHS Coordinated Transportation.

a. Provide an organization chart detailing staff structure and lines of authority. Chart should include staff positions and lines of authority with names of current employees. (Job descriptions for the staff responsible for supervising or directing the proposed programs/services must be in place and available for review.)

TCT Response: TCT's dedicated 4 partners is the Core Management Team in place for meeting the needs of this proposal. We share overall transit operation responsibility, while serving in our key expertise areas. Each member is CPR certified and trained in basic life support.

Total Care Transportation Services

Organization Chart for Cherokee County



Staff Roles and Responsibilities:

Senior Partner / Information Technology & Process Management – Malika Humphries is known for "Transforming Organizations into the Information Age". A certified Senior Project Manager and Six Sigma specialist serving over 10 years in the IT, Healthcare, Telecommunications, and Government entities. She is also a "Citizen" Fire Fighter trained from the Atlanta Fire & Rescue Citizen Academy. Her role involves oversight of technology systems, process improvement, quality control and risk management, business development, and the company's visionary leader in the new era of transit. This role has the authorization for proposal and project execution, and the escalation point for issue resolution. Malika serves as one of the drivers based on an on-call schedule; transit duties such as scheduling, routing, and dispatching are performed by Malika during the off schedule week. Malika will be the primary point of contact for this contract.

Senior Partner / Financial & Accounting Management – Yvonne Moss is a "powerhouse" with numbers and excels at lean budget management and effective resource maximization. Yvonne has over 10 years of experience in the financial arena with a Masters in Accounting. Her role involves oversight of accounting financials, operation budget management, audit control compliance, and asset procurement. This role has the authorization for budget negotiations, transactions, and approvals. Yvonne serves as one of the drivers based on an on-call schedule; transit duties such as scheduling, routing, and dispatching are performed by Yvonne during the off schedule week.

Senior Partner / Human Resource Management – Joshua Humphries has an indisputable passion for people and empowering the community; receiving "Employee of the Year" is a perfect example. Joshua is a Senior level, certified Human Resource professional with over 20 years' experience in public and private entities. Joshua has served in Transportation industries, high-volume Transportation Recruitment, and a highly sought after, ADA Specialist. His role involves oversight of Human Resources, Recruitment, Talent Management, Training Specialist in ADA and specialized areas, Emergency Preparedness Planning, Policy development, and strategic planning. This role has the authorization for resource onboarding and federal/state law compliance. Joshua serves as one of the drivers based on an on-call schedule; transit duties such as scheduling, routing, and dispatching are performed by Joshua during the off schedule week.

Senior Partner / Operations & Training Management – Michael Moss is the cornerstone of relationship management and excellence in communication. Michael has over 10 years of experience in diverse industries such as Transportation, Human Resource, Education, IT, Service Delivery, and Public entities, with a Masters in Public Administration. His role involves oversight of training management, operations management, asset management, public relations, and business partnerships. Michael serves as one of the drivers based on an on-call schedule; transit duties such as scheduling, routing, and dispatching are performed by Michael during the off schedule week.

b. Discuss how you will provide transportation service training to both administrative and operational staff.

TCT Response: TCT has leveraged many of NRTAP train-the-trainer modules which are excellent sources, along with DOT and State of Georgia training requirements. We offer both train-the-trainer and on-demand webcast, where applicable. TCT will adhere to DHS policies and procedures on training, in addition to the trainings TCT deem required to include:

Administrative Staff

- Continuous training on physical and electronic file maintenance
- Training on route management solutions as a backup to the Transportation Coordinator
- Confidentiality and sensitive information training
- Management training (upper level management)
- Vendor maintenance and data training
- Emergency Preparedness

Operational Staff

- Operator Training (on-road training and refresher courses)
- Continuous First Aid/CPR/Life Support Training (as needed)
- Defensive Driving refresher courses
- ADA regulated training
- State of Georgia mandated training
- Sensitivity Training (with clients)
- Emergency Preparedness

c. Describe quality control mechanisms that are in place to assure that quality services are being provided.

   i. Describe the qualifications and job responsibilities of the drivers employed by or contracted by your organization.

TCT Response:

Total Care Transportation employs friendly, qualified drivers that have solid, demonstrated experience in the transportation field and a clean 7-year MVR record. Excellence in customer service is a requirement. Our drivers range from former military, CDL and regular routine drivers with the experience needed to fully and safely serve our clients. Each driver is required to have and maintain the following:

- CPR/First Aid certifications
- Defensive Driving certifications
- State Certified Driver's Licenses
- Blood Borne Pathogens (If necessary)
- Drug and Alcohol Testing
- Customer Satisfaction Training
- Emergency Preparedness Training

ii. List driver training requirements

TCT Response: TCT will adhere to DHS Policies and Procedures for driver training requirements. In addition, each driver is required to have the minimal training/certificates:

- CPR/First Aid certifications
- Defensive Driving certifications
- State Certified Driver's Licenses
- Blood Borne Pathogens (If necessary)
- Drug and Alcohol Testing

iii. List driver job responsibilities

TCT Response: TCT will adhere to DHS policies and procedures for driver responsibilities. In addition, TCT has a detailed policy on the expectations of our drivers. In a nutshell, each driver is responsible for transporting clients to and from their destination in a safe and timely manner. Drivers are also responsible for ensuring the safety of customers while in TCT's vehicle. This responsibility includes, but is not limited to, obeying traffic laws, utilizing the safest driving methods possible, and ensuring that the customer's experience is as pleasurable as possible.

iv. Are drivers responsible for keeping vehicle cleaned?

TCT Response: Each driver is responsible for keeping the inside of their vehicle clean from all debris, trash, and unwanted items. A daily pre and post inspection

is required by the driver. The Transit Director is responsible for scheduling regular cleaning and maintenance of the vehicle fleet.

v. Are drivers trained to help people with disabilities and/or special needs? Explain.

TCT Response: Yes, one of our Transit Directors is an ADA Specialist and conduct training classes on the different disabilities, sexual harassment, and the law surrounding these matters. In addition, TCT orders several training materials from NRTAP that are excellent training resources made available to all staff.

vi. Discuss methods taken and or policies in place which ensure that drivers meet these qualifications.

TCT Response: TCT conducts hands-on training and demonstrations to ensure drivers understand how to work with different conditions and equipment. Periodic job shadowing and performance based incentives are also rewarded to staff.

III. Sub-Contractor Agreements

A. Please list the names, addresses, phone numbers and fax numbers, e-mail addresses, counties and/or human services providers that will be served by any sub-contractor that you will utilize in transportation service delivery.

TCT Response: None at this time.

B. Please provide a copy of all sub-contractor agreements to Cherokee County.

IV. Vehicle Fleet (Please complete for all your organization and Sub-contractor vehicles)

C. Please complete the table below for all your organization and your sub-contractor's vehicles used to transport consumers. (Further vehicle information is requested in another form.)

TCT Response: TCT has planned to onboard additional vehicles and will evaluate if more than 3 are needed to meet demand between January - March 2013.

Year/Mileage	Make/model	Capacity (AMB/LIFT)	Owner (Private, County, DOT, DHR)
2008	Chevrolet Uplander	5672	Private (TCT)
Planned vehicle #1			*Private (TCT)*
Planned vehicle #2			*Private (TCT)*
Planned vehicle #3			*Private (TCT)*

*Please use additional sheet to list additional vehicles.

B. Please describe your vehicle maintenance program (preventative & corrective).

TCT Response: TCT will adhere to DHS Policies and Procedures for vehicle maintenance. In addition, TCT maintains a mandatory vehicle maintenance schedule per 3000 mile intervals to include:

- Change Oil and Filter
- Rotate Tires & Check Pressure
- Check Coolant, Hoses, Clamps, and Belts
- Replace Air Filter
- Replace Spark Plugs/Glow Plugs
- Change Transmission Fluid
- Lubricate Suspension & Universal Joints
- Inspect Brakes
- Calculate vehicle remaining life for replacement

C. Please describe your vehicle replacement plan for any vehicle deemed inoperable or if the need to expand services occurs.

TCT Response: TCT adheres to its mandatory vehicle maintenance schedule, yielding longevity and extended wear and care. At approx. 155K mile mark, the vehicle monitored and added to the replacement schedule and timeframe is determined for replacement. Our customer's safety is vitally important and through strict maintenance schedules our goal is to prevent disruptions in service due to vehicles out of service.

1) Do you currently have funds budgeted for vehicle replacement? If so, list type of vehicle, replacement date, and funds budgeted.

   TCT Response: TCT has budgeted funds for additional vehicle purchases, and will be determined based on demand; Current plan forecast additional 3 vehicles between January - March 2013.

D. Please attach proof of insurance, including coverage levels, for all vehicles used to transport consumers.

List Insurance Providers Name: AdvisorNet Property & Casualty

Phone Number: 1-866-896-0281

TCT Response: TCT has attached a copy of the insurance policy which includes minimal amount to operate, which are currently below this Proposal minimum. However, TCT will provide increased coverage to meet this Proposal's requirement and have prepared accordingly.

E. Please state your procedure and how you will ensure all accidents are reported immediately to the Regional Transportation Office.

TCT Response: TCT will adhere to DHS Policies and Procedures for reporting accidents and complete all applicable forms. Each driver will have a contact information sheet

readily available in the vehicle and mobile devices, which contains all key contact name and numbers. All accidents regardless of nature must be reported immediately, by the following:

- Immediately stop in a safe place and secure the vehicle
- Turn emergency flashers on and turn off ignition
- Set the parking brake and make sure keys are removed from ignition
- Contact dispatch to conduct a triage of the situation
- Follow 911 contact procedures, and further contacts with key contact sheet per the policy outlined for incident reporting.

V. Financial Capability (Please complete for your organization and all Sub-contractors)

A. Please provide verification of financial stability. Some acceptable types of verification are Letter of Credit from the financial institution, written statement from the financial institution describing the financial stability/good standing of the transportation provider, or a letter from the commission or State Department describing the financial standing of the transportation provider, or Third-Party operational status of the provider.

1) Provide a brief financial history that proves the organization has financial capability and capacity to deliver the services for which the organization is applying. All organizations must demonstrate financial stability, fiscal control and compliance with Generally Accepted Accounting Principles.

   TCT Response: TCT started up in March 2012, and has done well in sustaining and following Generally Accepted Accounting Principles. Though a reserve exist for business operations, we continue to work to expand our business without reliance on reserve. More information can be provided if needed in the future.

2) List any other Federal/State grants the agency has administered during the past five (5) years. **TCT Response:** Not applicable.

3) Provide a copy of the last completed audit and respond to any audit findings or corrective action plans implemented to resolve audit findings. If the agency is not audited, provide financial statements for the organization's most recent accounting period.

   TCT Response: TCT has provided recent statements, however, can provide more detail if required in the future as we work to continue to expand our business.

VI. Transit System Budget Form

Please provide information requested in the Transit System Budget form (separate file).

TCT Response: Please see Appendix for TCT's Transit Budget Form.

VII. References (for first-time proposal submissions only)

Please provide three business references (name, address, telephone, and fax number).

TCT Response: Please see references below:

Total Care Transportation Business References		
Rex Knowlton, CCTM Principal, Knowlton Advisors NRC UWR Ambassador-Region 3 Cell: 2022471390/8008910590x728 Fax: 8567862141	**Bahia Carson** Accountant LogistiCare Solutions, LLC 1275 Peachtree St. NE 6th FL Atlanta, GA 30309 404-888-5868 (direct dial) 1-800-486-7647 ext. 468 404-888-5998 (fax) bahiac@logisticare.com	**Jess Wallis** Resource Center Customer and Product Specialist National Rural Transit Assistance Program (National RTAP) 5 Wheeling Avenue, Unit B Woburn, MA 01801 nationalrtap.org 888-589-6821 Phone 781-404-5020 Direct 781-895-1122 Fax

APPENDIX: Assurances

ATTACHMENT A

CONTRACTOR'S ANNUAL SAFETY CERTIFICATION FOR VEHICLE COMPLIANCE

Name of Prime Contractor: Total Care Transportation Services, LLC.

Name of Subcontractor (if applicable): N/A

The following vehicles have been inspected to meet the DHS Annual Safety Certification requirements. These vehicles meet the requirements of DHS.

YEAR	MAKE/MODEL	VIN #	Tag #	CAPACITY (AMB/LIFT)	OWNER
2008	Chevrolet/Uplander	1GNDV23W28D177341	LW1234	5,672	Total Care Transportation Services, LLC.

ASSURANCES

Contractual and Administrative Assurances

The following assurances must be signed and included with the response:

- General Financial Requirements and Assurances
- Assurance of Compliance with Title VI of the Civil Rights Act of 1964, As Amended
- Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, As Amended and the Americans' with Disabilities Act of 1990, As Amended
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Disclosure of Lobbying Activities
- Health Insurance Portability Act Business Associate Agreement
- Certification of Non-Collusion
- Contractor Affidavit under O.C.G.A. § 13-10-91
- Sub-contractor Affidavit under O.C.G.A. §13-10-91(b)(4)
- SAVE Affidavit

GENERAL FINANCIAL REQUIREMENTS AND ASSURANCES

The Responder/provider assures that the following general financial conditions are understood and will be met as a requirement for entering into a contract with Cherokee County.

Initial Each:

_____ 1. I understand that Cherokee County shall have the right to suspend/withhold payment if conditions of the contract are not met.

_____ 2. I understand that Cherokee County shall not be liable for non-payment or late payment for services rendered if funds are not available or have not been received from the Georgia Department of Human Services.

_____ 3. I understand that required monthly transportation reports must be submitted on the 5th business day following the end of the month of service and that failure to do so may result in a delay in payment.

_____ 4. I understand that the financial reports must be submitted by the end of business on the 5th following the end of the month of service. Failure to submit reports by this date can jeopardize timely reimbursement.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY THE FINANCIAL CONDITIONS AS STATED ABOVE.

Malika Humphries
Name of Responder (typed or printed)

Senior Partner
Title (typed or printed)

_____ 12/17/12
Signature of Legally Authorized Person Date

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

THE RESPONDER HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI and the Act and the Regulation, no person in the United States shall, on the ground of political affiliation, religion, race, color, sex, handicap, age, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity financed in whole or in part by federal funds, which the RESPONDER provides or participates directly through a contractual or other arrangement.

The RESPONDER agrees to make no distinction on the ground of political affiliation, religion, race, color, sex, handicap, age, or national origin with respect to admission policy or procedure or in the provision of any aid, care, service or other benefits to individuals admitted or seeking admission to the RESPONDER.

This assurance is given in consideration of and for the purpose of receiving any and all payments from state agencies receiving federal grants. The RESPONDER recognizes and agrees that state agency financial payments will be extended in reliance on the presentations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance.

The assurance is binding on the RESPONDER, its successors, transferees, and assignees, and the persons whose signatures appear below are authorized to sign this assurance on behalf of the RESPONDER.

Malika Humphries
Name of Responder (typed or printed)

Senior Partner
Title (typed or printed)

Signature of Legally Authorized Person

12/17/12
Date

ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, AND THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED

The RESPONDER HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable DHHS regulation (45 CFR Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to sub-section 84.5(a) of the regulation (45 CFR 84.5(a)), the RESPONDER gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on Responses for federal financial assistance that were approved before such date.

The RESPONDER recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the RESPONDER, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal assistance is extended by it to the Department of Health and Human Services or, where the assistance is in the form of real property, for the period provided for in sub-section 84.5(b) of the regulation (45 CFR 84.5(b)).

The RESPONDER: (check (a) or {b})

a. ✓ Employs fewer than fifteen (15) persons.

b. ____ Employs fifteen (15) or more persons and, pursuant to sub-section 84.7(a) of the regulation (45 CFR 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Joshua Humphries
Name of Compliance Person

45-4848938
Employer Identification # (IRS #)

I certify that this information is complete and correct to the best of my knowledge.

Malika Humphries
Name of Responder (typed or printed)

Senior Partner
Title (typed or printed)

Signature of Legally Authorized Person

12/17/12
Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Department of Human Services to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/sub-grantee: "contract/grant" refers to both contract/grant and subcontract/subgrant. By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, the Georgia Department of Human Services, or Cherokee County may pursue available remedies, including suspension and/or debarment.

2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal", "response," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, the Georgia Department of Human Services and/or Cherokee County as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract?

_____YES __✓__ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for

Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, the Georgia Department of Human Services, or other state department or agency, as applicable, and/or Cherokee County may pursue available remedies, including suspension and or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS.

Indicate which statement applies to the covered potential contractor/grantee:

✓ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Georgia.

_____ The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE Total Care Transportation Services, LLC

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. 45-4848938

Signature of Authorized Representative

Malika Humphries
Printed/Typed Name of Authorized Representative

12/17/12
Date

Title of Authorized Representative

DISCLOSURE OF LOBBYING ACTIVITY

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/response b. initial award c. post-award	a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity: ✓ Prime ___ Subawardee Tier_____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known:$
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s)	b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): $_____ actual ___ planned	13. Type of Payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: nature_____ value_____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form--LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing of attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Response (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the response/response control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The contractor, Total Care Transportation Services, LLC., satisfactorily assures Cherokee County that it is in compliance with Health Insurance Portability and Accountability Act (HIPAA), Public Law No. 104-19 1, 110 Stat. 1936. (Kassenbaum, Kennedy), 45 CFR 160, et seq. (HIPAA Privacy Regulations) and its regulations, including but not limited to the Privacy rule promulgated in 45 CFR 160 and Part 164 subparts A and E, that pursuant to HIPAA became effective April 14, 2003. The contractor (provider) understands and acknowledges that the Georgia Department of Human Services is a covered entity as defined by HIPAA and is required to adopt and implement standards and procedures for the handling of protected health information by April 14, 2003. Further, as Cherokee County is for purposes of HIPAA, a business associate of the Georgia Department of Human Services; its contractors that provide aging related services and handle protected health information are business associates of both Cherokee County and the Department. The contractor (provider) further understands and acknowledges that upon entering a contract with Cherokee County, it is a business associate of the Georgia Department of Human Services and Cherokee County as defined by HIPAA and is required to agree to comply with and abide by the Department's and Cherokee County's privacy standards and procedures. The contractor (provider) therefore agrees that any use of protected health information pursuant to this contract will comply with all HIPAA and Department and Cherokee County requirements and privacy standards and procedures.

Further, the contractor agrees to provide training for its employees as required by HIPAA. It shall provide the privacy, security, and electronic data interchange safeguards as outlined by federal law and regulations. It shall provide clients' rights, notice of privacy policies, maintain minimum necessary and de-identified information as required by HIPAA and will comply with any policies of the Georgia Department of Human Services or Cherokee County. The contractor further acknowledges and agrees that the Georgia Department of Human Services and Cherokee County provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information **must be shared with them and authorization is not required**, according to HIPAA.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY ALL CONDITIONS AS STATED HEREIN.

Name of Responder Malika Humphries (typed) Date: 12/17/12

Signature of Legally Authorized Person Title: Senior Partner

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia)
)ss.
County of Fulton)

_____, being first duly sworn, deposes and says that:

(1) He is Partner (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) [signature]

Name Malika Humphries

Title Senior Partner

Subscribed and Sworn to before me
this 18 Day of December, 2012.

Michael S. Moss (SEAL)

STATE OF GEORGIA NOTARY PUBLIC
MICHAEL S. MOSS
Notary Public, Georgia
Cobb County
My Commission Expires
August 19, 2016

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 "D" 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:

45-4848938
Federal Work Authorization User Identification Number

Date of Authorization

Malika Humphries
Name of Contractor

Cherokee County Human Service coordinated Transportation
Name of Project

N/A
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on December, 18, 2012 in Fulton (city), Georgia (state).

Signature of Authorized Officer or Agent

Malika Humphries / Senior Partner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 18 **DAY OF** December, **2012.**

Michael S Moss

Notary Public

[NOTARY SEAL] MICHAEL S. MOSS
Notary Public, Georgia
Cobb County
My Commission Expires
August 19, 2016

My Commission Expires:
August 19, 2016

STATE OF GEORGIA

COUNTY OF CHEROKEE

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 Atlanta (city), Georgia (state).

MICHAEL S. MOSS
Notary Public, Georgia
Cobb County
My Commission Expires
August 19, 2016

Signature of Applicant

Malika Humphries
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
18 DAY OF December, 2012

Michael S. Moss
NOTARY PUBLIC
My Commission Expires:
August 19, 2016

RESPONDER INFORMATION SHEET

Name of Responder: Malika Humphries

Physical Address:
Street: 931 Monroe DR Suite A102

City: Atlanta State: GA Zip: 30308

Phone Number: 678-379-9589 Fax Number: 877-730-2044

E-Mail: mhumphries@totalcaretransit.com

Mailing Address:
Street and/or P.O. Box: 931 Monroe DR. A102

City: Atlanta State: GA Zip: 30308

Type of Organization:
(check all that apply)
(for informational/statistical purposes only)

___ Public
✓ Private Proprietary
✓ Female owned
___ Private Non-Profit
✓ Minority owned
✓ Less than 500 employees
✓ Disadvantaged Business Enterprise (DBE)

Federal Identification number: 45-4848938
Fiscal Year End Date: December
Primary Contact Person: Name: Malika Humphries
Title: Senior Partner

Total Care Transportation LLC does hereby accept all the terms of the Request for Proposals, and I certify that to the best of my knowledge and belief, the cost data in this response are accurate, complete, and current.

Name of Person Legally Authorized to Act for Agency (typed or printed)

Malika Humphries Date: 12/17/12

Signature of Person Legally Authorized to Act for Agency

Have you or your firm defaulted on a contract or failed to complete any work awarded, or been involved in work related to litigation (if yes, please describe)?

No

Cherokee County Board Of Commissioners
FY 2013 COST PROPOSAL
Amendment One Rate Additions
Effective Dates: 1 July 2012 to 30 June 2013

TYPE	DEFINITION	RATE
CORE TRIP CATS	Any one-way trip that occurs between 6 AM and 6 PM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.	$15 $10 (for seniors)
NON-CORE TRIP	Any one-way trip that occurs between 6 PM. and 6 AM, or on weekends. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response. This will include all non-core hour trips, holidays, and weekends.	$33.00 per one way trip
*LONG DISTANCE TRIP (30 - 75 MILES)	An hourly rate for the transport time of a long distance trip. A long distance trip is defined as any trip over 30 miles one-way and no more than 75 miles (will only include mileage for the passenger being counted as long distance).	$2.15 per mile
LONG DISTANCE TRIP (> 75 MILES)	Long distance trip is defined as any trip over 75 miles (will only include mileage for the passenger being counted as long distance).	$2.15 per mile
FIELD TRIP HOURLY	Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 3 hours. These trips are not charged per passenger.	$33 per hour
WAIT RATE FOR FIELD TRIPS AND LONG DISTANCE TRIPS	An hourly rate for the time a driver must wait for a consumer that cannot be dropped off and picked up at a later time.	$10 per hour, rounded to nearest hour.
WHEELCHAIR TRIP	Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cand, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps.	$45 (wheelchair lifts) $40 (non-wheelchair lifts per trip

* Some RTOs may define this trip type as any trip over 25 miles.
** Some RTOs may opt not to have this trip type as a separate rate, including this rate and type in the core and non-core rate.

ID	Task Name	Key Personnel	Duration	Start	Finish
1	**Total Care Transportation Contract Onboarding**		**29 days**	**Tue 1/1/13**	**Fri 2/8/13**
2	**Initiation**		**11 days**	**Tue 1/1/13**	**Tue 1/15/13**
3	Contract Award & Signature	Malika Humphries, Michael Moss	10 days	Tue 1/1/13	Mon 1/14/13
4	Team Onboarding	Malika Humphries, Michael Moss, Joshua Humphries, Yvonne Moss, Agency Team	1 day	Tue 1/15/13	Tue 1/15/13
5	**Planning**		**16 days**	**Wed 1/2/13**	**Wed 1/23/13**
6	Establish Planning Checklist and Deployment Plan	Malika Humphries, Michael Moss, Joshua Humphries, Yvonne Moss	5 days	Wed 1/2/13	Tue 1/8/13
7	Conduct in-depth review of DHS Policy & Procedures to ensure compliance	Malika Humphries, Michael Moss, Joshua Humphries, Yvonne Moss, Driver Team	5 days	Tue 1/15/13	Mon 1/21/13
8	Define performance standards specific to Client	Malika Humphries, Michael Moss	1 day	Wed 1/16/13	Wed 1/16/13
9	Setup invoicing & Payment Structure	Yvonne Moss	1 day	Thu 1/17/13	Thu 1/17/13
10	Prepare all reports, forms, etc. and place in appropriate folder structures	Joshua Humphries, Michael Moss, Malika Humphries, Yvonne Moss	2 days	Fri 1/18/13	Mon 1/21/13
11	Conduct dry-runs of servicing county area to familiarize most traveled locations, peak periods/MPH, traffic frequency, CATS routes, etc.	Malika Humphries, Michael Moss, Joshua Humphries, Yvonne Moss, Driver Team	5 days	Wed 1/2/13	Tue 1/8/13
12	Access & Prepare Fleet Vechicles, ID badges, uniforms, etc.	Michael Moss, Joshua Humphries	3 days	Tue 1/15/13	Thu 1/17/13
13	Configure CADs system with HSP information, locations, etc.	Malika Humphries, Michael Moss	2 days	Fri 1/18/13	Mon 1/21/13
14	Access wireless signal strength to determine if signal booster device is needed in vehicle	Michael Moss, Joshua Humphries	1 day	Tue 1/15/13	Tue 1/15/13
15	On-site inspections to ensure drivers and vehicles are in compliance and equipped with safety requirements.	Michael Moss, Joshua Humphries	2 days	Wed 1/16/13	Thu 1/17/13
16	Refine Recruitment efforts and onboarding	Michael Moss, Joshua Humphries	1 day	Fri 1/18/13	Fri 1/18/13
17	Review Vehicle Procurement Plan to strategize schedule of purchases	Yvonne Moss, Malika Humphries	5 days	Tue 1/15/13	Mon 1/21/13
18	Review Planning Checklist for Sign-off	Malika Humphries, Michael Moss, Joshua Humphries, Yvonne Moss, Driver Team	2 days	Tue 1/22/13	Wed 1/23/13
19	*Planning Complete*		0 days	Wed 1/23/13	Wed 1/23/13
20	**Execution**		**13 days**	**Tue 1/15/13**	**Thu 1/31/13**
21	GO Decision Reached to begin execution	Malika Humphries, Michael Moss, Joshua Humphries, Yvonne Moss, Agency Team	1 day	Thu 1/24/13	Thu 1/24/13
22	Execute Deployment Plan	Joshua Humphries, Michael Moss, Malika Humphries, Yvonne Moss	3 days	Fri 1/25/13	Tue 1/29/13
23	Execute TCT and DHS Operating Procedures	Joshua Humphries, Michael Moss, Malika Humphries, Yvonne Moss	3 days	Tue 1/15/13	Thu 1/17/13
24	Setup any equipment in vehicle and test all devices	Joshua Humphries, Michael Moss, Malika Humphries, Yvonne Moss	3 days	Tue 1/15/13	Thu 1/17/13
25	Conduct end-to-end test run to simulate real trips and confirm process efficiency	Joshua Humphries, Michael Moss, Malika Humphries, Yvonne Moss	3 days	Tue 1/15/13	Thu 1/17/13
26	Sign-off on Test Execution	Joshua Humphries, Michael Moss, Malika Humphries, Yvonne Moss	1 day	Fri 1/18/13	Fri 1/18/13
27	**GO Decision Reached to Open for business**	**Malika Humphries, Michael Moss, Joshua Humphries, Yvonne Moss, Agency Team**	**1 day**	**Wed 1/30/13**	**Wed 1/30/13**
28	**TCT Begins Providing Transportation Services to servicing County!!**	**Malika Humphries, Michael Moss, Joshua Humphries, Yvonne Moss, Agency Team**	**2 days**	**Wed 1/30/13**	**Thu 1/31/13**
29	Execution Complete		0 days	Thu 1/31/13	Thu 1/31/13
30	**Monitoring & Control**		**5 days**	**Thu 1/31/13**	**Wed 2/6/13**
31	Continuous Process Improvement & Quality Control	Malika Humphries, Yvonne Moss	5 days	Thu 1/31/13	Wed 2/6/13

ID	Task Name	Key Personnel	Duration	Start	Finish
32	Provide corrective action as needed and document lessons learned	Malika Humphries, Yvonne Moss	5 days	Thu 1/31/13	Wed 2/6/13
33	Determine additional training needs	Joshua Humphries, Michael Moss	5 days	Thu 1/31/13	Wed 2/6/13
34	Review Vehicle Procurement Plan to determine purchase needs to meet demand	Yvonne Moss	5 days	Thu 1/31/13	Wed 2/6/13
35	On-going Recruitment	Joshua Humphries, Michael Moss	5 days	Thu 1/31/13	Wed 2/6/13
36	**Close**		**2 days**	**Thu 2/7/13**	**Fri 2/8/13**
37	Lessons Learned	Malika Humphries, Michael Moss, Joshua Humphries, Yvonne Moss, Driver Team, Agency	2 days	Thu 2/7/13	Fri 2/8/13
38	*Close Complete*		0 days	Fri 2/8/13	Fri 2/8/13

Annual Transportation Program Expenses and Revenues - Page One

Transit System Cost/Budget Report

Organization Name: Total Care Transportation Services, LLC.

Fiscal Year: 2012

Expenses:

Category	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
VEHICLE OPERATIONS EXPENSES					
Driver Salaries					$ -
Driver Salaries (Non-dedicated)					$ -
Escort/Attendant Salaries					$ -
Escort/Attendant Salaries (Non-ded.)					$ -
Dispatcher Salaries					$ -
Dispatcher Salaries (Non-dedicated)					$ -
Scheduler/Reservationist Salaries					$ -
Scheduler/Res. Salaries (Non-ded.)					$ -
Fringe Benefits					$ -
Fuel & Oil					$ -
Tubes & Tires					$ -
Vehicle Insurance					$ -
Vehicle Depreciation					$ -
Vehicle Lease					$ -
Vehicle License/Registration					$ -
Vehicle Storage/Securement					$ -
Operations Training					$ -
Staff/Vol. Mileage Reimbursement					$ -
Client Reimbursement					$ -
Communications					$ -
Computer Software/Hardware					$ -
Uniforms					$ -
Other					$ -
Subtotal Operations	$ -	$ -	$ -	$ -	$ -
PURCHASED SERVICE	$ -	$ -	$ -	$ -	$ -
MAINTENANCE EXPENSES					
Mechanic Salaries					$ -
Mechanic Aid Salaries					$ -
Fringe Benefits					$ -
Maintenance Contract					$ -
Materials & Supplies					$ -
Maintenance Facility Rental					$ -
Equipment Rental					$ -
Utilities					$ -
Maintenance Training					$ -
Maintenance Uniforms					$ -
Other					$ -
Subtotal Maintenance	$ -	$ -	$ -	$ -	$ -

Annual Transportation Program Expenses and Revenues - Page One

Transit System Cost/Budget Report

ADMINISTRATIVE EXPENSES					
Finance Director Salary (Non-ded.)					$ -
Program Director Salary (Non-ded.)					$ -
Program Supervisor Salary					$ -
Program Supervisor Salary (Non-ded.)					$ -
Bookkeeper Salary (Non-ded.)					$ -
Other Salaries					$ -
Other Salaries (Non-dedicated)					$ -
Fringe Benefits					$ -
Materials & Supplies					$ -
Telephone					$ -
Office Rental					$ -
Office Equipment Rental					$ -
Utilities					$ -
Other					$ -
Subtotal Administration	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	$ -	$ -	$ -	$ -	$ -

Organization inputs in yellow

Worksheet outputs in blue

Accounts

Income/Expense Details

Account	Account #	From	To
Total Care Transpo	Checking *3077	01/01/2012	12/18/2012

Income

Cash Deposit

Date	Check	Description / Memo	Amount
08/20/2012		ATM DEP Card 7755 3020 PACESMILL RD ATLANTA GA FIDELITY B	2100.00
09/04/2012		Customer Deposit	1000.00
10/02/2012		Customer Deposit	7.00
		Total	3107.00
		Total Income	3107.00

Expense

Advertise/Promotion

Date	Check	Description / Memo	Amount
08/29/2012		DDA PUR Card 7755 VISTAPR*VistaPrint 866-6148002 MA VISTAPR*Vi	-24.48
08/30/2012		DDA PUR Card 7755 VISTAPR*VistaPrint 866-6148002 MA VISTAPR*Vi	-19.49
08/30/2012		DDA PUR Card 7755 VISTAPR*VistaPrint 866-6148002 MA VISTAPR*Vi	-19.49
08/30/2012		DDA PUR Card 7755 VISTAPR*VistaPrint 866-6148002 MA VISTAPR*Vi	-19.49
10/16/2012		DDA PUR Card 7755 VISTAPR*VistaPrint 866-6148002 MA VISTAPR*Vi	-24.57
10/18/2012		DDA PUR Card 7755 VISTAPR*VistaPrint 866-6148002 MA VISTAPR*Vi	-75.00
11/02/2012		DDA PUR Card 7755 VISTAPR*VistaPrint 866-6148002 MA VISTAPR*Vi	-60.46
		Total	-242.98

Auto Insurance

Date	Check	Description / Memo	Amount
09/04/2012		DDA PUR Card 7755 AMERICAN COUNTRY I 312-4562000 IL AMERICAN C	-527.80
10/09/2012		DDA PUR Card 7755 AMERICAN COUNTRY I 312-4562000 IL AMERICAN C	-214.30
11/08/2012		DDA PUR Card 7755 AMERICAN COUNTRY I 312-4562000 IL AMERICAN C	-223.10

FIDELITY BANK
Member FDIC

P.O. Box 105075
Atlanta, GA 30348-5075

(404) 639-6500
www.lionbank.com

December 18, 2012

Total Care Transportation LLC
931 Monroe Drive NE
Suite 102-428
Atlanta, GA 30308-1793

Re: Account # 8023077

Dear Valued Customer:

Thank you for choosing Fidelity Bank.
Based on your request, we have provided the following information for your record:

Bank Routing #:____061102400_____
Opening Date_____04/27/12_____
Checking Acct#____ 8023077____
Current Balance ___$3,093.27____

We value your business and want to continue to provide you with the best customer service.
Thank you again for banking with Fidelity Bank.

Sincerely,

Angela Everett

Angela Everett

**Note:* *Legally, Fidelity Bank is very limited with what information can be provided in a letter. However, if further confirmation is necessary, please contact:*
Thomas Townsend
Assistant Manager - Bells Ferry Branch
1220 Cobb Parkway N
Marietta, GA 30062
(404) 553-2645 Direct #
(404) 553-2640 Branch #
(678) 486-2335 Fax #

AdvisorNet
PROPERTY & CASUALTY

October 12, 2010

Total Care Transportation Services
300 Vining Vintage Circle
Mableton, GA 30126

Cherokee County Government
1350 Bishop Rd
Ball Ground, GA 30107

To Whom It May Concern:

Total Care Transportation Services has been an insurance client of our agency since August 2012. They have paid all their premiums in a timely manner.

Please accept this letter as confirmation that Total Care Transportation Services can secure the insurance limits required by the RFP issued.

Sincerely,

Nicholas Mahlik
Commercial Lines Insurance Agent

701 Fourth Avenue South, Suite 1620 | Minneapolis, MN 55415
Toll Free: 866-896-0281

REQUEST FOR PROPOSALS

RFP # 2013-08

CHEROKEE COUNTY HUMAN SERVICES COORDINATED TRANSPORTATION

November 30, 2012

Cherokee County is seeking proposals from qualified entities interested in providing Human Service Coordinated Transportation.

Service will entail providing transportation to consumers of the Department of Human Services (DHS) and other human service providers for services outside of normal service hours, outside of the normal service area and during hours of insufficient capacity. These trips will occur within and outside of Cherokee County.

This program is made possible with funds received through the Georgia Department of Human Services' Division of Aging Services and Division of Family and Children Service, Georgia Department of Behavioral Health and Developmental Disabilities, Department of Labor – Vocational Rehabilitation, and the Federal Transit Administration's Sections 5310, 5316 and 5317.

All proposals are to be submitted to the attention of the Cherokee County Procurement and Risk Management Department, 1130 Bluffs Parkway, Canton, Georgia 30114.

Proposals must be received by Cherokee County no later than 9:45 AM December 19, 2012. Proposals received after this time and date will not be accepted, and will be returned unopened to the Proposers.

The Proposer shall submit an original and two (2) copies of its proposal in a sealed envelope plainly marked "Cherokee County Human Services Coordinated Transportation" with the name and address of the Proposer in the upper left hand corner.

The designated representative for questions pertaining to this Request for Proposal is Geoffrey E. Morton, PE at (678) 493-6077, or via Fax at (678) 493-6088. The deadline for submission of questions is 5:00 PM, December 12, 2012.

The term of this contract shall be from Notice to Proceed (January 15, 2013 is the estimated start date) through June 30, 2013. Cherokee County has the option to renew this Contract for two (2) additional one-year periods from its expiration date. In the event that the County does not intend to renew the contract, written notice shall be provided by the County to the Proposer at least thirty (30) calendar days prior to the contract expiration date.

The volume of trips covered under this contract will vary and is not guaranteed. The contract will be limited to availability of funds. The contract is being funded in part by the Georgia

Department of Human Services. Continuation of the contract will be contingent upon continued funding by the Department of Human Services.

During the term of this contract, Proposer shall purchase and maintain any insurance required by this contract. Proposer shall furnish acceptable certificates of insurance to County within ten (10) days after award of contract, and prior to commencement of any contract work. Proposer shall indemnify County for any liability or damages that County may incur due to Proposer's failure to purchase or maintain any required insurance.

Proposer shall be responsible for the payment of all premiums and deductibles.

(1) Requirements: The Contractor 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 Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney as 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: Contractor shall maintain limits no less than:

(a) Comprehensive General Liability of $1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

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

(c) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of $1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as additional insureds as respects: liability arising out of

activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.

(ii) The Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor 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. Bests' rating of no less than A:VII.

(6) Verification of Coverage: Contractor 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 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 review at VPSI's local office complete, certified copies of all required insurance policies, at any time. The Contractor 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: Contractor 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: Contractor 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: The County shall be named as an additional insured on all policies required by this Agreement.

All contractors must also meet the Georgia Department of Human Services requirements for vehicles and drivers, including criminal background checks. A link to the DHS manual detailing those requirements can be found at:
http://www.odis.dhr.state.ga.us/1000_adm/1400_t&S/1425_Trans/MAN1425.doc

Issuance of the RFP and receipt of proposals does not commit County to award a contract. County reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the Proposer, to negotiate with more than one Proposer simultaneously, or to cancel all or part of this RFP.

Should negotiations with the first Proposer to terminated, County may negotiate with the next ranked Proposer.

County reserves the right to accept or reject any and all proposals submitted in response to this RFP, or refuses to enter into any contract resulting from any proposal submitted, without expense to County.

No person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or Proposer representing such a person (or entity), shall contact through any means or engage in any discussion concerning the selection of a successful Proposer or award of the contract with any member of the governing body of the County or his or her personal staff during the period beginning on the date of proposal submission deadline and ending on the date of selection of the Proposer. Such contact shall be grounds for disqualification of the Proposer.

During the period beginning on the date of the issuance of the RFP and ending on the date of selection of a Proposer, any contact with County staff by a Proposer should be limited to the written clarification and amendment process. Proposers are not precluded from raising questions or points of clarification verbally with the designated County representative, but any verbal responses received are not binding on the County and do not operate to clarify or amend the RFP. Any such clarification or amendment must be in writing and issued by the County. At no time may any Proposer have any communication with a member of the Evaluation Committee.

The Proposer selected from the RFP, shall give all notices and comply with all existing and future Federal, State, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract resulting from this RFP.

County reserves the right to withdraw this RFP at any time without prior notice, and makes no representations that any contract will be awarded to any Proposer responding to this RFP. County expressly reserves the right to postpone proposal opening for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection.

CONTENTS OF PROPOSAL

Cover Page

A letter of transmittal signed by an authorized officer of the Proposer submitting the proposal containing the following:

- Identification of the offering firm, including name, address and telephone number of each firm;
- Proposed working relationship among offering firms, if applicable;
- Acknowledgement of receipt of RFP addenda, if any;
- Name, title, address and telephone number of contact person during period of proposal evaluation;

- A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

Executive Summary

Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP; a history of the Proposer's background and experience in providing similar services; the qualifications of the Proposer's personnel to be assigned to this project; the subcontractors or sub-consultants and a brief history of their background and experience; and, any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or sub-consultants and any other relevant information.

Technical Information and Cost Proposal

Describe Proposer's project plan, methodology and recommended solutions in performing the services and describe Proposer's specific policies, plans, procedures or techniques to be used in providing the services to be performed. The Proposer shall describe its approach to project organization and management, responsibilities of Proposer's management and staff personnel that will perform work in this project.

List the names and addresses of all major first tier subcontractors and sub-consultants, and describe the extent of work to be performed by each first tier subcontractor or sub-consultant.

A Proposer/Responder information sheet and Technical Proposal are attached.

All Proposers are to submit a cost proposal that includes a cost for the various trip types identified in the attached FY 2013 Cost Proposal.

Assurances

All Proposers shall submit a completed set of Contract Assurances in conjunction with their proposal. The assurances are attached as Assurances.

The County reserves the right to award a contract based on the initial proposal. However, The County may request oral presentations with one or more of the Proposers if necessary. The contract award will be subject to final agreement on the Scope of Services (which the proposal may become), contract provisions, and availability of funds.

The County reserves the right to postpone the selection date, to reject any and all proposals, and to negotiate with one or more Proposers.

The County is not liable for any cost incurred in responding to this RFP, or any costs associated with clarification discussions relating to the RFP.

The County reserves the right to request additional information from any and all Proposers.

The County reserves the right to conduct a pre-award evaluation to ensure the successful Proposer has adequate facilities, equipment, and staff.

RESPONDER INFORMATION SHEET

Name of Responder: _____

Physical Address:

Street: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

E-Mail: _____

Mailing Address:

Street and/or P.O. Box: _____

City: _____ State: _____ Zip: _____

Type of Organization:
(check all that apply)
(for informational/statistical purposes only)

_____Public
_____Private Proprietary
_____Female owned
_____Private Non-Profit
_____Minority owned
_____Less than 500 employees
_____Disadvantaged Business Enterprise (DBE)

Federal Identification number: _____

Fiscal Year End Date: _____

Primary Contact Person: Name: _____

Title: _____

_____ does hereby accept all the terms of the Request for Proposals, and I certify that to the best of my knowledge and belief, the cost data in this response are accurate, complete, and current.

_____

Name of Person Legally Authorized to Act for Agency (typed or printed)

_____ Date: _____

Signature of Person Legally Authorized to Act for Agency

Have you or your firm defaulted on a contract or failed to complete any work awarded, or been involved in work related to litigation (if yes, please describe)?

_____

_____

_____

TECHNICAL PROPOSAL

When preparing the proposal narrative, all bidders must respond by providing information related to the items identified below (please insert answers below questions). If a question does not apply, please indicate with "NA". The proposal narrative will be used during the evaluation of proposals and should demonstrate your agency understands of the work to be performed and capacity to carry out such work if awarded.

I. **Service Delivery** – The respondent must address how transportation services will be delivered, including type and number of vehicles, telephone capability to interact with human service providers and consumers, fax capabilities to receive trip requests and other written communication (24/7 answering machine and fax capabilities required), core hours of operations and complaint resolution. NOTE: It is the responsibility of the transportation provider to supply the needed vehicles.

- Using the Section below, provide a detailed list identifying which services your agency proposes to provide transportation services for. (See the Cost Proposal for suggested trip types.)

Agency	Number of Trips	Trip Type	Rate

1. What are the administrative office hours of your organization?

Cherokee County Board Of Commissioners
FY 2013 COST PROPOSAL
Amendment One Rate Additions
Effective Dates: 1 July 2012 to 30 June 2013

TYPE	DEFINITION	RATE
CORE TRIP CATS	Any one-way trip that occurs between 6 AM and 6 PM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.	
NON-CORE TRIP	Any one-way trip that occurs between 6 PM. and 6 AM, or on weekends. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response. This will include all non-core hour trips, holidays, and weekends.	
*LONG DISTANCE TRIP (30 - 75 MILES)	An hourly rate for the transport time of a long distance trip. A long distance trip is defined as any trip over 30 miles one-way and no more than 75 miles (will only include mileage for the passenger being counted as long distance).	
LONG DISTANCE TRIP (> 75 MILES)	Long distance trip is defined as any trip over 75 miles (will only include mileage for the passenger being counted as long distance).	
FIELD TRIP HOURLY	Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger.	
WAIT RATE FOR FIELD TRIPS AND LONG DISTANCE TRIPS	An hourly rate for the time a driver must wait for a consumer that cannot be dropped off and picked up at a later time.	
WHEELCHAIR TRIP	Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cand, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps.	

* Some RTOs may define this trip type as any trip over 25 miles.
** Some RTOs may opt not to have this trip type as a separate rate, including this rate and type in the core and non-core rate.

II. Receiving/Scheduling/Delivering Trips

A. How will trip orders be received, scheduled and transportation services be delivered?

1. Describe in **detail** the procedures used to:
   (a) **How will you Receive trip requests?**
   (b) **How will you Schedule & Dispatch trip requests?**
   (c) **How will you Deliver trip requests?**
   (d) **How will you Log completed trip requests?**
   (e) **Who is responsible for verifying trip logs? Explain your Trip Verification Process.**

2. Describe in detail Communication Equipment used for transportation services.

   Telephone lines
   Cell Phones
   Radios
   Fax Lines
   Internet/Email Capabilities
   Answering Systems
   Computer Equipment

3. Will an answering machine be available during non-office hours? If yes, give number.

4. Will an after hours contact number be available for scheduling or canceling trips? If yes, please list.

5. What days and hours will transportation services be available and provided?

6. Will weekend and/or extended services be available? (If not, are you willing to expand your service hours if the demand indicates the need?)

B. How will service delivery operate during inclement weather and/or other types of emergencies? Include policies and procedures if applicable.

1) What is your contingent plan if bad weather occurs:

   a) Prior to providing a requested trip?

   b) While providing transportation?

   c) Prior to completing return trip?

2) What is your contingent plan if vehicle breaks down while providing services?

3) What is your plan if a client becomes ill during transport with additional passengers on board?

4) Describe how communication between drivers, office, HSP's, and consumers' families will occur during emergencies.

C. On-time service delivery (95% on-time performance rate) is expected with courteous treatment of all passengers.

1) How will you ensure on-time performance and all aspects of customer service are given by you, your employees and your sub-contractor(s)?

2) Describe your policy and procedures for assuring client confidentiality.

D. How will complaints be resolved? Explain your procedure including response time once a complaint is received.

E. Describe your No Show procedures.

F. Please describe your organizations and any sub-contractor(s)'s experience and qualifications in the area of transportation.

1. Discuss the organizations past experience in providing transportation services.

2. Discuss the organizations past experience in providing transportation services funded by the Department of Human Services.

G. Please describe how your organization and your sub-contractor(s)'s business are staffed to meet all of the responsibilities required under DHS Coordinated Transportation.

1) Provide an organization chart detailing staff structure and lines of authority. Chart should include staff positions and lines of authority with names of current employees. **(Job descriptions for the staff responsible for supervising or directing the proposed programs/services must be in place and available for review.)**

2) Discuss how you will provide transportation service training to both administrative and operational staff.

3) Describe quality control mechanisms that are in place to assure that quality services are being provided.

(a) Describe the qualifications and job responsibilities of the drivers employed by or contracted by your organization.

(b) List driver training requirements

c) List driver job responsibilities

d) Are drivers responsible for keeping vehicle cleaned?

e) Are drivers trained to help people with disabilities and/or special needs? Explain.

f) Discuss methods taken and or policies in place which ensure that drivers meet these qualifications.

III. Sub-Contractor Agreements

A. Please list the names, addresses, phone numbers and fax numbers, e-mail addresses, counties and/or human services providers that will be served by any sub-contractor that you will utilize in transportation service delivery.

B. Please provide a copy of all sub-contractor agreements to Cherokee County.

IV. Vehicle Fleet (Please complete for all your organization and Sub-contractor vehicles)

A. Please complete the table below for all your organization and your sub-contractor's vehicles used to transport consumers. (Further vehicle information is requested in another form.)

YEAR/MILEAGE	MAKE/MODEL	CAPACITY (AMB/LIFT)	OWNER (Private, County, DOT, DHR)

*Please use additional sheet to list additional vehicles.

B. Please describe your vehicle maintenance program (preventative & corrective).

C. Please describe your vehicle replacement plan for any vehicle deemed inoperable or if the need to expand services occurs.

1) Do you currently have funds budgeted for vehicle replacement? If so, list type of vehicle, replacement date, and funds budgeted.

D. Please attach proof of insurance, including coverage levels, for all vehicles used to transport consumers.

List Insurance Providers Name_____

Phone Number _____

E. Please state your procedure and how you will ensure all accidents are reported immediately to the Regional Transportation Office.

V. Financial Capability (Please complete for your organization and all Sub-contractors)

A. Please provide verification of financial stability. Some acceptable types of verification are Letter of Credit from the financial institution, written statement from the financial institution describing the financial stability/good standing of the transportation provider, or a letter from the commission or State Department describing the financial standing of the transportation provider, or Third-Party operational status of the provider.

1) Provide a brief financial history that proves the organization has financial capability and capacity to deliver the services for which the organization is applying. All organizations must demonstrate financial stability, fiscal control and compliance with Generally Accepted Accounting Principles.

2) List any other Federal/State grants the agency has administered during the past five (5) years.

3) Provide a copy of the last completed audit and respond to any audit findings or corrective action plans implemented to resolve audit findings. If the agency is not audited, provide financial statements for the organization's most recent accounting period.

VI. Transit System Budget Form

Please provide information requested in the Transit System Budget form (separate file).

VII. References (for first-time proposal submissions only)

Please provide three business references (name, address, telephone, and fax number).

ATTACHMENT A

CONTRACTOR'S ANNUAL SAFETY CERTIFICATION FOR VEHICLE COMPLIANCE

Name of Prime Contractor:

Name of Subcontractor (if applicable):

The following vehicles have been inspected to meet the DHS Annual Safety Certification requirements. These vehicles meet the requirements of DHS.

YEAR	MAKE/MODEL	VIN #	Tag #	CAPACITY (AMB/LIFT)	OWNER

ASSURANCES

Contractual and Administrative Assurances

The following assurances must be signed and included with the response:

- General Financial Requirements and Assurances
- Assurance of Compliance with Title VI of the Civil Rights Act of 1964, As Amended
- Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, As Amended and the Americans' with Disabilities Act of 1990, As Amended
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Disclosure of Lobbying Activities
- Health Insurance Portability Act Business Associate Agreement
- Certification of Non-Collusion
- Contractor Affidavit under O.C.G.A. § 13-10-91
- Sub-contractor Affidavit under O.C.G.A. §13-10-91(b)(4)
- SAVE Affidavit

GENERAL FINANCIAL REQUIREMENTS AND ASSURANCES

The Responder/provider assures that the following general financial conditions are understood and will be met as a requirement for entering into a contract with Cherokee County.

Initial Each:

_____ 1. I understand that Cherokee County shall have the right to suspend/withhold payment if conditions of the contract are not met.

_____ 2. I understand that Cherokee County shall not be liable for non-payment or late payment for services rendered if funds are not available or have not been received from the Georgia Department of Human Services.

_____ 3. I understand that required monthly transportation reports must be submitted on the 5th business day following the end of the month of service and that failure to do so may result in a delay in payment.

_____ 4. I understand that the financial reports must be submitted by the end of business on the 5th following the end of the month of service. Failure to submit reports by this date can jeopardize timely reimbursement.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY THE FINANCIAL CONDITIONS AS STATED ABOVE.

_____

Name of Responder (typed or printed)

_____

Title (typed or printed)

_____ _____

Signature of Legally Authorized Person Date

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

THE RESPONDER HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI and the Act and the Regulation, no person in the United States shall, on the ground of political affiliation, religion, race, color, sex, handicap, age, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity financed in whole or in part by federal funds, which the RESPONDER provides or participates directly through a contractual or other arrangement.

The RESPONDER agrees to make no distinction on the ground of political affiliation, religion, race, color, sex, handicap, age, or national origin with respect to admission policy or procedure or in the provision of any aid, care, service or other benefits to individuals admitted or seeking admission to the RESPONDER.

This assurance is given in consideration of and for the purpose of receiving any and all payments from state agencies receiving federal grants. The RESPONDER recognizes and agrees that state agency financial payments will be extended in reliance on the presentations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance.

The assurance is binding on the RESPONDER, its successors, transferees, and assignees, and the persons whose signatures appear below are authorized to sign this assurance on behalf of the RESPONDER.

_____

Name of Responder (typed or printed)

_____

Title (typed or printed)

_____ _____

Signature of Legally Authorized Person Date

ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, AND THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED

The RESPONDER HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable DHHS regulation (45 CFR Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to sub-section 84.5(a) of the regulation (45 CFR 84.5(a)), the RESPONDER gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on Responses for federal financial assistance that were approved before such date.

The RESPONDER recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the RESPONDER, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal assistance is extended by it to the Department of Health and Human Services or, where the assistance is in the form of real property, for the period provided for in sub-section 84.5(b) of the regulation (45 CFR 84.5(b)).

The RESPONDER: (check (a) or {b})

a._____ Employs fewer than fifteen (15) persons.

b._____ Employs fifteen (15) or more persons and, pursuant to sub-section 84.7(a) of the regulation (45 CFR 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

_____ _____

Name of Compliance Person Employer Identification # (IRS #)

I certify that this information is complete and correct to the best of my knowledge.

_____

Name of Responder (typed or printed)

_____

Title (typed or printed)

_____ _____

Signature of Legally Authorized Person Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Department of Human Services to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/sub-grantee: "contract/grant" refers to both contract/grant and subcontract/subgrant. By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, the Georgia Department of Human Services, or Cherokee County may pursue available remedies, including suspension and/or debarment.

2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal", "response," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, the Georgia Department of Human Services and/or Cherokee County as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract?

_____YES _____NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for

Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, the Georgia Department of Human Services, or other state department or agency, as applicable, and/or Cherokee County may pursue available remedies, including suspension and or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS.

Indicate which statement applies to the covered potential contractor/grantee:

_____ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Georgia.

_____ The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL

CONTRACTOR/GRANTEE_____

VENDOR ID NO./FEDERAL EMPLOYER'S ID

NO._____

_____ _____

Signature of Authorized Representative | Printed/Typed Name of Authorized Representative

_____ _____

Date | Title of Authorized Representative

DISCLOSURE OF LOBBYING ACTIVITY

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/response b. initial award c. post-award	a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity: __ Prime ___ Subawardee Tier_____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known:$
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s)	b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): $_____ actual ____ planned	13. Type of Payment (check all that apply): __ a. retainer __ b. one-time fee __ c. commission __ d. contingent fee __ e. deferred __ f. other; specify: _____
12. Form of Payment (check all that apply): __ a. cash __ b. in-kind; specify: nature_____ value_____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11:
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.	Signature:_____ Print Name:_____ Title:_____ Telephone No.:_____ Date:_____
Federal Use Only	Authorized for Local ReproductionStandard Form--LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing of attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Response (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the response/response control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The contractor, _____, satisfactorily assures Cherokee County that it is in compliance with Health Insurance Portability and Accountability Act (HIPAA), Public Law No. 104-19 1, 110 Stat. 1936. (Kassenbaum, Kennedy), 45 CFR 160, et seq. (HIPAA Privacy Regulations) and its regulations, including but not limited to the Privacy rule promulgated in 45 CFR 160 and Part 164 subparts A and E, that pursuant to HIPAA became effective April 14, 2003. The contractor (provider) understands and acknowledges that the Georgia Department of Human Services is a covered entity as defined by HIPAA and is required to adopt and implement standards and procedures for the handling of protected health information by April 14, 2003. Further, as Cherokee County is for purposes of HIPAA, a business associate of the Georgia Department of Human Services; its contractors that provide aging related services and handle protected health information are business associates of both Cherokee County and the Department. The contractor (provider) further understands and acknowledges that upon entering a contract with Cherokee County, it is a business associate of the Georgia Department of Human Services and Cherokee County as defined by HIPAA and is required to agree to comply with and abide by the Department's and Cherokee County's privacy standards and procedures. The contractor (provider) therefore agrees that any use of protected health information pursuant to this contract will comply with all HIPAA and Department and Cherokee County requirements and privacy standards and procedures.

Further, the contractor agrees to provide training for its employees as required by HIPAA. It shall provide the privacy, security, and electronic data interchange safeguards as outlined by federal law and regulations. It shall provide clients' rights, notice of privacy policies, maintain minimum necessary and de-identified information as required by HIPAA and will comply with any policies of the Georgia Department of Human Services or Cherokee County. The contractor further acknowledges and agrees that the Georgia Department of Human Services and Cherokee County provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information **must be shared with them and authorization is not required**, according to HIPAA.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY ALL CONDITIONS AS STATED HEREIN.

Name of Responder_____ Date: _____
(typed)

_____ Title: _____
Signature of Legally Authorized Person

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)ss.
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____(Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

Name

Title

Subscribed and Sworn to before me
this _____ Day of _____, 2012.

_____ (SEAL)

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 "D" 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 _____ DAY OF _____, 201__.

_____

Notary Public

[NOTARY SEAL]

My Commission Expires:

_____

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:

_____

STATE OF GEORGIA

COUNTY OF CHEROKEE

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

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	19th
March	5th	19th
April	2nd	16th
May	7th	21st
June	4th	18th
July	2nd	16th
August	6th	20th
September	3rd	17th
October	1st	15th
November	5th	19th
December	3rd	17th

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