

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

April 2, 2013

3:00 p.m.

Cherokee Hall

AGENDA

1. Discussion of Regular Agenda Items.

Executive Session to Follow

AGENDA

Cherokee County Board of Commissioners

April 2, 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/PROCLAMATIONS

1. Proclaiming the week of April 7 to April 13 **Boys & Girls Club Week** in Cherokee County.

AMENDMENTS TO AGENDA

1. Add item 1.2: Budget amendment to transfer funds from Pre-Trial between State Court and Court Administration budgets due to the elimination of the Pre-Trial Department.
2. Add item 3.1: Discussion on annexation notice received by the City of Ball Ground.

ANNOUNCEMENTS

AMENDED

1. ROAD CLOSURE: UPPER BETHANY ROAD

The Cherokee County Roads and Bridges Department announces that Upper Bethany Road will be closed for pipe replacement beginning **Monday, April 8, 2013 at 7:00 a.m. until Friday April 12, 2013 at 5:30 p.m.** It will be closed between Stencil Road and Mitchell Road. There will be a posted detour during the duration of the repairs.

Questions regarding the road closure should be directed to the Roads and Bridges Department at 770-345-5842.

2. CHEROKEE COUNTY RABIES CLINIC

Cherokee County 4-H Rabies Clinic is taking place at various schools in the county on **Saturday, April 20th**. This is an opportunity for residents to protect their pets against the deadly disease at the reduced cost of \$8 per animal. More information can be found on the flyers located on the table outside of Cherokee Hall or by calling 770-479-0444.

9:00 a.m.	R.M. Moore, Hickory Flat Elem, Oak Grove Elem
11:15 a.m.	Clayton Elem, Woodstock Elem, Sixes Elem,
2:00 p.m.	Ball Ground Elem, Holly Springs Elem, Canton Elem

APPROVAL OF EXECUTIVE SESSION MINUTES FROM MARCH 19, 2013.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM MARCH 19, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM MARCH 19, 2013.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Economic Development Funding.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

1.1 Consider approval of budget amendment to transfer \$4,275.00 from Personnel (511200 Board Fees) to Operating Expenditures (531100 General

Supplies and Materials) to purchase the CityView MS Outlook Add-in Module for all CityView Users.

- 1.2 Amended: Consider approval of budget amendment to transfer funds from Pre-Trial between State Court and Court Administration budgets due to the elimination of the Pre-Trial Department. This transfer totals \$78,552.00 but does not increase revenue or expenses.
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COUNTY MANAGER

- 2.1 Consider approval of grant application in the amount of \$16,527.00 for the DUI/Drug Treatment Court for fiscal year 2014.
 - 2.2 Consider approval of Purchase Order to Staples for furniture and equipment for the Cherokee County Aquatic Center in the amount of \$48,445.00.
 - 2.3 Consider approval of Swim Lane Use Agreements for USS Age Group Competitive Teams at Cherokee County Aquatic Center to three proposers: Chattahoochee Gold, Stringrays and Marietta Marlins as recommended by staff and CRPA Advisory Board.
 - 2.4 Consider approval of Sidewalk Trip Hazard Removal Services Contract with low proposer MRC Group, LLC, to perform sidewalk repairs as needed countywide. A second proposal was received by GA Safe Sidewalks.
 - 2.5 Consider approval of Professional Services Agreement with Moreland Altobelli Associates, Inc., to perform land surveying, minor design and environmental services for County roadway construction projects.
 - 2.6 Notification of Board of Commissioners of intent to submit a grant application to Criminal Justice Coordinating Council (CJCC) for funds to establish a Mental Health Court in Cherokee County.
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AMENDED

COUNTY ATTORNEY

- 3.1 Amended: Discussion on annexation notice received from the City of Ball Ground regarding property located at Highway 372.

ADJOURN

WHEREAS, the young people of Cherokee County, GA are tomorrow's leaders; and

WHEREAS, many such young people need professional youth services to help them reach their full potential; and

WHEREAS, the Malon D. Mimms Boys & Girls Club in Cherokee County provides services to more than 475 young people annually; and

WHEREAS, Boys & Girls Clubs are places where great futures start. They are at the forefront of efforts in academic success, healthy lifestyles, and character & leadership; and

WHEREAS, Boys & Girls Club organizations in our state help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs; and

WHEREAS, Malon D. Mimms Boys & Girls Club will celebrate National Boys & Girls Club Week 2013 along with some 4,000 Clubs and more than 4,000,000 young people nationwide;

NOW, THEREFORE, I, L. B. "Buzz" Ahrens, Chairman on behalf of Cherokee County Board of Commissioners, do hereby proclaim the week of April 7 through April 13, 2013, as

BOYS & GIRLS CLUB WEEK IN CHEROKEE COUNTY

And call on all citizens to join with me in recognizing and commending the Boys & Girls Club organizations in Georgia for providing comprehensive, effective services to the young people in our communities.

L. B. "Buzz" Ahrens, Chairman

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.

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

March 19, 2013

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:06 p.m. with all Commissioners present. The Chairman began by mentioning that there would be a called joint meeting at 4:00 p.m. He then read excerpts from a book he received titled "776 Stupidest Things Ever Said."

1. Cherokee Recreation and Parks Annual Report Presentation by Bryan Reynolds.

Mr. Reynolds began by stating the Annual Report covers the FY2012 to coincide with the County's Fiscal Year. He briefly identified the pictures on the cover. Mr. Reynolds went over the organizational structure and operations of each division of CRPA. He then moved on to the staff portion of the report. In 2012, CRPA employed 25 full-time employees of whom ten of those have at least ten years of service. About 125 part-time employees work throughout the course of the year. Approximately one-third of the staff acquires relevant certifications to their job functions. Mr. Reynolds stated they achieved the budget for the FY2012 on both revenue and expenditures. They used reserves to balance last year's budget due to the shortened fiscal year and Cherokee Youth Basketball's span covered 2011 and 2012 fiscal years. The revenues were received in 2011 and the expenses were incurred in 2012. CRPA is primarily funded by three different sources: Fees and charges; beer and wine; and general fund support. Mr. Reynolds then touched on the highlights of 2012 for CRPA. February was the ground-breaking for the Aquatic Center. February 2012, Guns and Hoses raised \$3,300 for Hope and Light Foundation. Cherokee Youth Basketball's inaugural season registered over 3,000 participants and had over 800 volunteers. Also, the Silver Roamers group participated in more active trips such as zip lining and white water rafting. The Splash Pad at Cline Park finally opened last summer and had over 5,000 visits which also drove up overall participation at the park. CRPA hosted their fourth annual Lineman Challenge in which 20 schools competed. The Tennis Center participation has increased.

Volunteers from various organizations such as Eagle Scouts, Saddle Club, Garden Club, and SORBA assist the Parks Division with projects at various parks and help keep them safe and clean. Mr. Reynolds went over participation numbers. He stated there was about a 16% increase in participation over the first nine months of 2011. He added that the increases in participation closely coincided with new investments the County made in either new park construction or renovation projects in parks. Mr. Reynolds provided a list of parks with either new construction or renovations. He also gave numbers in parks which include total trail mileage, numbers of parks, and park acreage. Mr. Reynolds gave an update on the Capital Improvement Projects. Completed and active construction consists of Badger Creek Park opening; Phase I of Hobgood Park completed; construction of the Aquatic Center; and the expansion of Blankets Creek Bike Trails. Planning and Design completed entails the construction of Etowah River Park; the baseball fields at the Killian site; and the Woodstock Trails. Construction has begun for all three of these projects. Mr. Reynolds went over the "Looking Ahead" portion of the report. This includes the completion of the Aquatic Center and Blankets Creek expansion; new construction of the three aforementioned parks; and projects set to begin in the next year or so. Mr. Reynolds asked if there were any questions. Chairman Ahrens stated he wanted to acknowledge and congratulate the CRPA team on taking on new tasks and staying positive. The results show it. The Chairman commented on the Volunteer Banquet and the feeling of understanding as to what goes into it all.

The Chairman mentioned the regular work session would end at 4:00 p.m. He then announced Mr. Cooper was awarded the Lamar Haley Community Service Award by the Rotary Club. This award is given to those who have shown exemplary volunteer service.

The Chairman gave an update from the ACCG Defined Benefit Pension Board's quarterly meeting. For the calendar year of 2012, there was a 12.6% increase in the portfolio. Three-year is 9.23%; and since inception in 1990 has had an average annual rate of return of 8%. As of March 4th, there has already been a 5% increase in the first two months. So, pension investments are strong.

2. Discussion of Regular Agenda Items.

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

- A. There is a vacancy on the Highland Rivers Community Service Board in which the County has two positions. The Chairman introduced CEO of Highland Rivers, Mr. Jason Bearden who stated that Highland Rivers Health is a non-profit Community Service Board that serves 12 counties in northwest Georgia, with Cherokee being the largest. They advocate and bring better services to the County. The three distinct populations served are those with serious persistent mental illness such as schizophrenia and bi-polar; those with addictive disease/substance abuse; and

those with development disabilities. Direct benefits to the County at the local level are jail diversion and court system diversion with early prevention and treatment. Mr. Bearden stated the Board is looking for an individual with a strong financial bent and someone who understands children and families as they want to bring more child and family-based services to Cherokee County in the next six months. The Chairman asked Mr. Bearden about the Board's funding source. Mr. Bearden responded that they are a \$36M company and half of the funding is from a contract with the State. The other half comes from Medicare, Medicaid, and now Veterans. Commissioner Johnston asked how one would obtain their services and what if they didn't have money to pay for services. Mr. Bearden stated historically there are three ways an individual receive their services: crisis access line, emergency room, and the Probate judge. People can sign up for services via their website, call the office for an appointment or show up at the office if in crisis. Mr. Bearden stated that there is a sliding scale fee matrix for low-income individuals and graduates up based on income. The funding from the state is specifically for individuals who do not have insurance or a payer source. Commissioner Johnston confirmed this vacant board position is voluntary.

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

Commissioner Johnston stated that he had spoken with the applicant and he is now willing to accept O&I. The applicant is asking if he has the option of revising the application and having it re-heard. Mr. Watkins stated it is up to the Board in how they want to handle the case. Commissioner Johnston added he didn't recall an applicant being able to amend their application then re-submit it for a new hearing. He said an option for this applicant would be to postpone the decision but he doesn't want to make it an open door for other applicants who are denied to re-submit their applications. The Chairman added the other option would be for the applicant to withdraw then re-apply. Ms. Davis interjected stating the concept of amending the application is distinct from the concept of just approving the application of O&I. She added she didn't think the Board would want to do that absent of the applicant coming forward and agreeing to it. She thinks if the applicant comes forward and the Board approves it, that's fine. Ms. Davis said a legal option is they could remand it back to the Planning Commission for them to re-hear and allow him to amend the application. She stated the Board could approve O&I during the regular meeting if they are comfortable with that decision. Commissioner Johnston commented he was not prepared to approve anything based on the 9-0 denial recommendation by the Planning Committee.

Chairman Ahrens went over another item under **Chairman's** portion:

The Chairman stated that he received a letter on behalf of the Scott Hudgens Family Foundation, advising the Board that they wanted to donate 399.5 acres to the County. He said that Scott Hudgens had donated the property for the veteran's cemetery. The

Chairman read a portion of the letter from the foundation to the County. He added there are no conditions mentioned in the letter. The Chairman commented he learned a good bit about Mr. Hudgens. He had owned property where Laurel Canyon and Riverstone now sit. Ms. Davis interjected stating that the one thing she recommends, depending on what the County intends to do with it, is to be clear in any transfer as to whether we intend it for active or passive greenspace in case a question were to come up later. Commissioner Johnston commented he thinks it's a wonderful asset for the County. He added that the fact that it adjoins the horse park makes the most obvious choice to expand the trails and add an entrance at Highway 140. The Chairman said that perhaps we could accept in principal subject to verification with the donor.

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

Mr. Cooper stated that the items tonight are mostly bids received on various proposals that range from surveying to environmental.

The Chairman briefly mentioned there is a Board appointed vacancy on the Board of Ethics upon the resignation of Mr. Jeff Duncan.

The Chairman asked Parks and Recreation Director Bryan Reynolds about the incentive to offer employee discounts for use of County parks and facilities. Mr. Reynolds replied that the resolution proposes discounts for employees in three areas: boat ramp passes, facility rentals and the Aquatic Center.

The Chairman mentioned that Commissioner Poole had a Town Hall meeting coming up.

The Chairman shared the results of the Holly Springs City Council meeting related to two items effecting unincorporated Cherokee County. The first item was the annexation of a parcel at Marble Quarry Road which was approved by the City Council. The existing County zoning is O&I and the applicant requested General Commercial. The City Council approved Neighborhood Commercial. The other item was two votes on the agenda regarding the WellStar purchase of 60 acres at Sixes Road and I-575 / Gresham Mill Parkway. The request to rezone from General Commercial and Mixed Use under Holly Springs Ordinance to General Commercial was approved. The request for the conditional use permit was denied 4-0 with one abstention. This means basically no hospital and no free-standing Emergency Room can be built. He added that although the Council didn't read the conditions, he later found out that the existing conditions on that property would transfer to the General Commercial Conditions.

Adjourn

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Vice-Chairman Nelms made a motion to close the Work Session at 4:02 p.m. to open the joint meeting with the Resource Recovery Development Authority. Commissioner Gunnin seconded and the motion carried unanimously.

Work Session reconvened after RRDA Executive Session at 5:25 p.m. Vice-Chairman Nelms made a motion to adjourn the Work Session at 5:30 p.m.; Commissioner Johnston seconded and there was unanimous approval.

Executive Session Followed.

Cherokee County Board of Commissioners

March 19, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

Fred Goodwin with the Church of the Messiah 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"

County Clerk Christy Black led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:11 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 Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for a motion to ratify closure of Executive Session at 6:00 p.m.

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

PRESENTATIONS/PROCLAMATIONS

Proclaiming March 19, 2013 as Marietta – Roswell Alumnae Chapter of Delta Sigma Theta Sorority, Inc. Day.

Chairman Ahrens read the proclamation and then presented the proclamation to several members of the group that were in attendance. He thanked the group for their contributions to the community, adding that they really do make a difference.

Draft 1

AMENDMENTS TO AGENDA

1. Under County Manager Portion, Add item 2.6: Consider approval of PSA with Martin-Robbins Fence Company, Inc. for Roads and Bridges Department.
2. Under County Manager Portion, Add item 2.8: Consider approval CAPER for submission to HUD for CDBG.
3. Under County Manager Portion, Add item 2.9: Consider authorizing County Manager to execute Amendment One with Ambulance billing service.

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

ANNOUNCEMENTS

Cherokee County 4-H Rabies Clinic is taking place at various schools in the county on Saturday, April 20th. This is an opportunity for residents to protect their pets against the deadly disease at the reduced cost of \$8 per animal. More information can be found on the flyers located on the table outside of Cherokee Hall or by calling 770-479-0444.

Saturday April 20 **9:00 a.m. R.M. Moore, Hickory Flat Elem, Oak Grove Elem;**
11:15 a.m. Clayton Elem, Woodstock Elem, Sixes Elem,
2:00 p.m. Ball Ground Elem, Holly Springs Elem, Canton
Elem

Chairman Ahrens announced that the ARC, an organization of which he sits on several boards, is accepting applications for the 2013-2014 MARC (Mock Atlanta Regional Commission) program now until April 1st. This youth leadership program, now in its 15th year, brings 9th and 10th graders together from all ten counties in the region for six months of study and hands-on activities regarding regional issues and challenges. Applications and more information can be found at atlantaregional.com/marc.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM MARCH 5, 2013.

As distributed by the County Manager.

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

Draft 1

APPROVAL OF WORK SESSION MINUTES FROM MARCH 5, 2013.

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

APPROVAL OF REGULAR MEETING MINUTES FROM MARCH 5, 2013.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

No one had signed up to speak.

ZONING CASES

CASE NUMBER	: 13-01-001
APPLICANT	: Stonetrust Investors, Inc.
ZONING CHANGE	: R-80 to GC
LOCATION	: 3171 Cumming Highway
MAP & PARCEL NUMBER	: 14N29, Parcel 036
ACRES	: 4.0
PROPOSED DEVELOPMENT	: Office/Service
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Transitional Corridor/Country Estates
PLANNING COMMISSION RECOMMENDATION	: Denial

Jeff Watkins summarized the case. Commissioner Johnston stated that this was a District 1 case and that he was not inclined to overturn the denial by the Planning Commission. He added that he had been in communication with the applicant since the denial and that the applicant is willing to have the case reconsidered with an amended application requesting O&I zoning rather than General Commercial. Commissioner Johnston said that even with O&I he thought it still might have a 50/50 chance at being

Draft 1

denied. He said that he would like to give the applicant that chance to meet with staff to see there is an opportunity to re-open the case to reconsider the O&I by postponing the case to the **April 16, 2013** BOC meeting.

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

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Consider acceptance of offer to donate 399 acres of greenspace to Cherokee County by the Scott Hudgens Foundation.

Chairman Ahrens stated that the Board received a letter from William Brogdon on behalf of the Scott Hudgens Family Foundation expressing a desire to donate 398.5 acres of property to Cherokee County.

The Chairman noted that Scott Hudgens had owned the property currently known as Riverstone and Laurel Canyon and that he donated the property that is the Veteran Cemetery. He stated that this property is in the western part of the County and that it borders Bartow County, has frontage on Hwy. 140 and touches County property that has riding and walking trails.

He then read the letter which is attached and included as part of these minutes. Commissioner Nelms stated that he is in support of accepting this very generous gift. Commissioner Johnston agreed that he was in full support of proceeding with the acceptance of the property. He asked County Attorney Angie Davis the process for starting this. Ms. Davis suggested a motion be made to accept the donation pending appropriate documents and title search to be prepared by the County Attorney. She added that to avoid problems later on, she would like to include language such as passive/active to specify potential use in a way to not limit us. Commissioner Johnston suggested the terms passive and active recreation and parks uses if the Foundation is agreeable.

Commissioner Johnston made a motion to approve subject to the title search and document approval by the Foundation, the County Attorney and the County Manager; Commissioner Nelms seconded and there was unanimous approval.

- B. Appointment to Highland Rivers Board.

Chairman Ahrens discussed the vacancy on the Highland Rivers Community Service Board in which the County has two positions. He went over some of the information

Draft 1

that CEO of Highland Rivers Health, Mr. Jason Bearden, had stated during Work Session. They are a non-profit organization that serves three distinct populations: those with serious persistent mental illness such as schizophrenia and bi-polar disorder; those with addictive diseases such as substance abuse; and those with developmental disabilities. They serve 12 counties in northwest Georgia, Cherokee being the largest. The Board is looking for an individual with financial or business experience as well as someone who understands children and families as they want to bring more child and family-based services to Cherokee County in the next six months. The Board meets 6 times per year, bimonthly, and the meeting location rotates. The Chairman asked members of the audience and particularly the media to assist in getting the word out in order to find interested candidates for this position.

C. Appointment to Board of Ethics.

Chairman Ahrens said board member Jeff Duncan resigned last week, effective immediately, leaving a vacancy to fill the unexpired term.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

Commissioner Johnston announced that his next Town Hall meeting was Monday, April 1st at 7:00 p.m. in Cherokee Hall at the Bluffs. He added that his first Town Hall meeting had about five or six people show up and they held a friendly discussion about what was on their minds.

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

A. Town Hall meeting April 8, 2013 at 6:30 p.m. at the BridgeMill Fire Station.

Commissioner Poole said that he was looking forward to meeting with citizens of District 3 at his first Town Hall meeting on Monday, April 8th at BridgeMill Community Room. He said he would like to meet quarterly.

Chairman Ahrens shared the results related to the County from the Holly Springs Council meeting that took place last evening. The Council voted to accept the annexation request at Marble Quarry Road near the Sixes Road intersection and approved

Draft 1

Neighborhood Commercial Zoning rather than General Commercial as the applicant had requested. Regarding the WellStar purchase of acreage at Sixes Road and I-575 and Gresham Mill Parkway, the Council approved the rezoning from General Commercial and Mixed Use under Holly Springs Ordinance to General Commercial. He said the County had asked for the Council to follow their Planning Commission's recommendation to retain O&I. The request for a conditional use permit was denied, which means no hospital or free-standing Emergency Room can be built.

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval to amend budget to accept insurance recovery monies in the amount of \$2,577.96 for the Sheriff's Office Uniform Patrol Division for vehicle repairs.

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

COUNTY MANAGER

- 2.1 Consider approval of Professional Services Agreements with Martin Land Surveying, PC, Southeastern Engineering, Inc. and American Engineers, Inc. to perform land surveying and minor design services for County roadway construction projects. The three most responsive proposals were selected out of 17 received.

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

Draft 1

- 2.2 Consider approval of annual traffic striping and pavement marking services contract with most responsive proposer of the two received, TMI Services, Inc., to perform traffic striping countywide as needed.

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

- 2.3 Consider approval of Professional Services Agreement with ECS Southeast, LLC and NOVA Engineering & Environmental, LLC to perform materials testing services for County roadway and park construction projects. These were the two most responsive proposers of the ten received.

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

- 2.4 Consider approval of design services agreement with Keck & Wood, Inc. for the SR 92 and Robin Road Enhancement Project in the amount of \$87,000.00. Five of the seven proposals were considered responsive. This firm was selected from those for overall lowest price and meeting GDOT requirements.

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

- 2.5 Consider approval of Professional Services Agreements with Contour Environmental, LLC and Corblu Ecology Group to perform environmental consulting services for County roadway and parks construction projects. Of 10 responsive proposals, these two were selected for overall lowest cost in their respective areas of expertise.

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

- 2.6 Amended: Consider approval of Professional Services Agreement with sole bidder Martin-Robbins Fence Company, Inc., to perform guardrail installation and repairs, countywide, as needed.

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

- 2.7 Consider approval of resolution to provide discounts to County Employees to Parks facilities.

Draft 1

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

2.8 Amended: Consider approval of 2012 Consolidated Annual Performance and Evaluation Report (CAPER) for submission to HUD as required as a recipient of the Community Development Block Grant (CDBG) for the 2012 Program Year.

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

2.9 Amended: Consider authorization for County Manager to execute Amendment One to the 2003 Ambulance Transport Billing Services Professional Services Agreement with Advanced Data Processing, Inc. to extend contract for thirty (30) days.

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

COUNTY ATTORNEY

ADJOURN

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

From: [Christy Black](#)
To: [Christy Black](#)
Subject: FW: Follow up: Economic Development - incremental funding
Date: Saturday, March 30, 2013 8:55:46 AM
Attachments: [A Comparison of Economic Development Organizations in Georgia.xlsx](#)
[ATT00001.htm](#)
[City of Canton Data.pdf](#)
[ATT00002.htm](#)

Subject: Follow up: Economic Development - incremental funding

Honorable Cherokee City Mayors:

[note two attachments]

Here's an update on our outreach to add incremental funding to the Cherokee Office of Economic Development.

1] pasted below is the initial communication in late January whereby I indicated basic rationale, commitment timing and amount, etc.

2] since then, misti and/or I have attended a council work session, meeting, retreat, etc – with the one exception of Waleska. In those instances, we tried to show specific projects and value to your jurisdiction. For example, what we showed Canton is attached.

3] competitiveness – attached is a comparative summary of other jurisdictions and their respective budgets. You can see that Cherokee is pretty low in comparison.

4] concerns we heard – some, not all and not in priority

A] how much will the County contribute ? [proposed amount below - see item 6]

B] why should City residents pay twice – in their County M & O as well as the City M & O ? Simple answer is that going forward, the County portion will likely come from 'Insurance Premium Taxes' and perhaps the Waste Management tipping fees, but not the General Fund/ other tax funds. The County's hotel/motel tax is very small. Expenditures against Insurance premium taxes are designated as supporting 'unincorporated Cherokee services', so not from County/City M & O collections.

C] why should we support projects that may end up outside our municipal boundaries ? ultimately we have little control on where an investor will end up... they have specific criteria. My point is simply that expanded and new businesses support all jurisdictions whether it's additional discretionary spending or the fact that new jobs created mean some of our residents no longer have to commute outside the county... that's a huge 'quality of life' factor.

D] how do we know that the criteria/decision factors are objective and not 'politicized' such that a project ends up in the county but not in my City ? when this was raised, we asked for examples but did not get any ... our goal and market is the 423 squar miles of Cherokee County.

E] can we change the composition of the COED board ? this is something to consider...do not know the legal/procedural base for changing the membership criteria.

5] Status of respective council actions - subject to validation.

Canton - voted to include in budget development

Woodstock - agreed to include in budget development

Holly Springs - is considering
Ball Ground - commitment by mayor, but subject to council vote
Waleska - is considering

6] revised request – based on discussions and feedback, here is a revised matrix of suggested contribution levels – we still ask for a three-year commitment ... the Cities add up to \$ 60 k. in this scenario the County will match dollar for dollar [this will need BOC vote – it will be on the Tuesday 02 April BOC agenda] Would like to have 100 % participation in order to go forward. The result would be \$ 120 k.

Woodstock \$ 20 k
Canton \$ 20 k
Holly Springs \$ 10 k
Ball Ground and Waleska at \$5 k each ... \$10 k

glad to address questions, comments, etc.
thanks for your collective consideration
regards, buzz

=====
Email 24 January 2013

“Honorable Cherokee County Mayors:
the below is a topic near and dear to my heart - and to the priorities of the Cherokee Board of Commissioners. apologize up front that it is somewhat lengthy.

1] Misti Martin, President, Cherokee Office of Economic Development (COED), aka Development Authority of Cherokee County, spent a couple of valuable, informative hours at our commission retreat late last week [17 Jan 2013) to discuss 'gaps & needs' to move economic development efforts forward more aggressively.

there is absolutely no question that we are doing everything in our power, have the State recognition of many qualitative factors - personnel and desirable factors in our community, and yet we still need to 'raise the bar' even further. that is my conclusion which has been discussed subsequently with misti and with the COED chairman, Marshall Day.

2] as you know, the scope and reach of COED, is our 423 sq miles ... without any regard to municipal and county lines... simply 'Cherokee County'. period....she meets regularly with the cities - quarterly at a minimum

3] paranthetically, i was delighted to see several City of Canton council members at the recent GRC event hosted by Georgia Power. i expect they had a new perspective of 'how it all works' ...

[a] not going to provide metrics here [they are available] , but certain dimensions of 'business activity' have increased significantly ... number of 'hits' on website, number of inquiries, number of requests for proposal, etc .. on all metrics, the numbers are way up.

[b] as most of you know from a practical standpoint, Georgia Economic Development dept only works with a single contact point in the County , and that is misti's office and her limited staff. we spend a lot of time with the State's project managers and have an excellent reputation and rapport, including with the Commissioner.

4] so, how to go forward more aggressively with a unified Cherokee County expectation ?

[a] simple answer is ... keep doing what we do, but expand our resource base.

[b] second answer is ... to do this, we need to **pool/combine resources** to

speak louder and be in more places, etc. .. that's the 'reach' aspect of marketing our county...and being able to respond quickly.

[c] to address the above, i am putting forth a simple, affordable way to move forward with a higher expectation of success ... i obviously cannot promise success within your jurisdictional lines. i can promise however unbiased and professional representation of Cherokee County opportunities.

5] with that tee-up, here's a simple guide .. in spite of all good intentions, activities that end up working 'against' a consolidated approach will result in

[a] fragmented communication messages - direct and perceived:

[b] fragmented financial commitments

[c] clearly suboptimized operational efforts, etc.

[d] confusion and mixed messages at the State's Economic Development Dept

[e] effective 'turn off' to prospects

6] very recently, i read in the local media that the City of Canton are revamping their development objectives, organization, etc. i am not privy to the specifics - in fact, believe they are still in drafting mode. Woodstock did a good job of balancing boundaries and efforts under billy peppers.

7] going forward view ...

COED needs an additional person, discretionary funds for advertising [Atlanta Business Chronical, etc.], trade shows, state meetings, as well as building a local incentive fund.

their current budget is \$300k....i want to find at least another \$100 k. here's how it could work...

i am asking that Canton and WS to put up \$20-25 each, HS \$10-15, and BG, Waleska \$5 each the county would then put up an amount certain. i have discussed with jerry cooper regarding reasonableness of this approach and the County's commitment.

herewith, i am appealing to all Mayors for a financial consideration outlined above to be paid to the County, combined with a three-year initial gentlemen's agreement, etc. if you wish, i would be delighted to speak at your upcoming council meetings.

thank you very much, respectfully, Buzz"

L.B.Ahrens, Jr. (Buzz)
Chairman, Cherokee County Board of Commissioners
1130 Bluffs Parkway, Upper Level
Canton, GA 30114
678-493-6001 Office 678-493-6013 Fax
678-360-8368 personal cell
www.cherokeega.com

A Comparison of Economic Development Organizations in Georgia

Community	Annual Budget	Population Size	Fund Sources
Savannah/Chatham	\$ 4,400,000	265,128	Various sources
Augusta/Richmond	\$ 868,750	200,549	Various sources
Columbus/Muscogee	\$ 600,000	189,885	County (Dedicated .25 mill)
Hall	\$ 389,000	179,684	County/Cities + additional sources
Macon/Bibb	\$ 580,000	155,547	County/City + additional sources
Athens/Clarke	\$ 330,000	116,714	County/City + additional sources
Carroll	\$ 1,000,000	110,527	County/City + additional sources
Valdosta-Lowndes	\$ 3,000,000	109,233	County (Dedicated 1 mill)
Rome/Floyd	\$ 643,000	96,317	County/City + additional sources
Albany/Dougherty	\$ 750,000	94,565	County/City + additional sources
Brunswick/Glynn	\$ 850,000	79,626	County + additional sources
Cartersville/Bartow	\$ 330,000	100,661	County/City
Gwinnett	\$ 1,500,000	825,000	County/City
Cherokee	\$ 309,000	224,408	County

* Source GA Power Study (July 2012) & Cherokee Office of Economic Development Study (February 2013)



CHEROKEE | **ECONOMIC**
OFFICE OF | **DEVELOPMENT**

City of Canton Data

COED has worked with many companies over the last three years. As a result of those efforts, the City of Canton received almost \$50,000,000 in new investment and 365 jobs created.

New Locations to Canton 2010-2012: \$6,180,000 & 212 jobs

- 2010 – ProCom (Regional Headquarters) – 27 employees; invested \$2,500,000 (building and equipment)
- 2011 - Orr Protection Services (Georgia Headquarters) - 40 Employees; leased 10,000 sf of space in The Bluffs
- 2011 - ThinkGate (Corporate Headquarters) initially looking in Woodstock, Holly Springs, & Canton – up to approximately \$55,000-\$80,000 in new equipment investment and 40-45 jobs within five years
- 2012 – International Thermocast (Advanced Manufacturing -HQ in Woodstock) expanded into 189 Etowah Industrial in Canton from additional location in Woodstock – 100 jobs - \$3,600,000 in investment

Expansions 2010-2012: \$42,586,584 & 150+ jobs

- Universal Alloy Corporation (Aerospace) - 90 jobs - \$28,000,000 in new investment
- Piolax (Automotive) – expanded every year from 2010-2012 with 31 jobs - \$10,586,584 in new investment
- FactoryMation (Headquarters) –\$3,600,000 in investment within the Bluffs and 38 jobs
- Belnick – \$400,000 in personal property investment - Expanded into additional space at the old Quill building in the Canton Cherokee Business and Industrial Park

Film/Video: 12 sites submitted for film/video activity; almost 30% of all sites submitted over the last two years were within the City of Canton. Films included “The Odd Life of Timothy Green” (Art Center) and “The Ring of Fire” (Canton Theatre) – about the life and times of June Carter Cash

Prospect Activity: COED worked with 18 projects interested in Canton over 2011/2012

Property Listings: 39 properties with a Canton address are currently listed within COED's site selection database. This portion of the COED website is frequented by site selectors, developers, brokers, statewide project managers, etc. - 15,744 Total Page Views and 413 City Prospector Reports in 2012 alone

ns in Georgia

Fund Sources
Various sources
Various sources
County (Dedicated .25 mill)
County/Cities + additional sources
County/City + additional sources
County/City + additional sources
County/City + additional sources
County (Dedicated 1 mill)
County/City + additional sources
County/City + additional sources
County + additional sources
County/City
County/City
County

ment Study (February 2013)

Draft 1

GARLAND MOUNTAIN PROPERTIES, LLC

P.O. BOX 988
DULUTH, GA 30096
(770) 813-8111
FAX (770) 813-0420

March 12, 2013

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

Re: 398.95 Ac. Property – Cherokee County – Map # 23N07 002

Dear Mr. Ahrens:

On behalf of The Scott Hudgens Family Foundation, this confirms the Foundation's desire to donate the above referenced remaining land in Cherokee County to the citizens of Cherokee County to tie in and be part of the county's existing green space. Mr. Hudgens was very fond of Cherokee County, its citizens and its leadership. We can think of no greater use of this land than its protection for use and enjoyment by the citizens of Cherokee County for many years to come.

Cordially,

GARLAND MOUNTAIN PROPERTIES, LLC

By: The Scott Hudgens Family Foundation, Inc.
Sole Member



William A. Brogdon
Vice President

CC: J. Bruce Williams, Jr.

Cherokee County, Georgia
Agenda Request

SUBJECT: Budget Transfer MEETING DATE: 04/02/2013

SUBMITTED BY: Jeff Watkins, Community Development Agency Director

COMMISSION ACTION REQUESTED:

Transfer \$ 4,275 from Personnel (511200 Board Fees) to Operating Expenditures (531100 General Supplies and Materials) to purchase the Cityview MS Outlook Add in Module for all Cityview users

FACTS AND ISSUES:

Cherokee County uses Cityview as its enterprise wide permitting software and has 60+ users sharing data across platform. In the 2013.1 version of Cityview, the vendor has developed a MS Outlook Add-in that will allow users to more efficiently communicate with clients, access and post emails to cityview accounts, and to use Outlook's tasks and calendar to track activities from Cityview.

The Planning and Land Use Dept. Budget includes a line for Board Fees of \$ 34,500. Each board member is paid \$ 125 / meeting. As of 03/8/2013 the department has spent only \$ 6,375 due to meetings not held during FY 2013 and /or members absences.

BUDGET:

Budgeted Amount:	\$ 34,500	Account Name: PT Employees
Amount Encumbered:	\$ 0	Account #: 511200
Amount Spent to Date:	\$ 6,375 (as of 3/8/2013)	
Amount Requested:	\$ 4,275	
Remaining Budget:	\$ 23,850	

Budget Adjustment Necessary: Yes

Increase Acct. # 27410000-531100 General Supplies from \$ 4,000.00 to \$ 8275.00

ADMINISTRATIVE RECOMMENDATION:

Approve transfer of \$ 4,275 from 27410000- 511200 Board Fees to 27410000-531100 General Supplies and Materials for the purchase of the Cityview MS Outlook Add-in

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Quotation

DESCRIPTION			
Request Date:	March 21, 2013	Valid Until:	May 31, 2013
Client / Project:	Cherokee County, CityView Microsoft Outlook Add-in		
Requestor:	Ana Silbernagel	Created By	Steve Favalaro
Description of the Requested License/Services:			
<p>Cherokee County, by virtue of execution of this document, is agreeing to purchase the CityView Microsoft Outlook Add-in under the conditions set forth below:</p> <p>Site license for the Add-in, covering all users.</p> <p>Cherokee County is responsible for applying the CityView Outlook Add-in settings for each of their Outlook users.</p> <p>MS Outlook Add-in is compliant with MS Outlook 2010 and 2013.</p> <p>MS Outlook Add-in will require CityView version 2013.1.</p> <p>Purchased in accordance with quotation validity stated above.</p>			
List of attached documents:			
<ul style="list-style-type: none"> • None 			
Cost: Licensing and services costs and assumptions			
<p>\$4,275 promotional License fee. License key will be provided to Cherokee County for applying to CityView environment.</p> <p>\$1,650 Annual Maintenance Fee</p>			
Total Estimated Cost:	\$4,275	Planned Delivery Date: By	Upon receipt of signed quotation
Payment Terms:	Fees are invoiced on execution of this quotation and payment is due net 30 days on receipt of invoice. Annual maintenance amount charged is prorated relative to the customer's payment of annual maintenance fees for CityView.		
QUOTATION APPROVAL			
	Print Name	Signature	Date
Client PM:	Steve Favalaro		
Client Executive:			
CityView Executive:	Sean Higgins		

**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

EXPENDITURES:

Department			
Org Code	Object	Account Name	Amount
27410000	511200	Board Fees	(\$ 4,275.00)
27410000	531100	General Supplies and Materials	\$ 4,275.00

PURPOSE OF TRANSFER/ AMENDMENT

To purchase Cityview MS Outlook Add-in for use by all Cityview users in the County

Department Head Approval: _____

County Manager Approval: _____

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

Cherokee County, Georgia Agenda Request

SUBJECT: State Court/Pre-Trial/Court Admin Budget MEETING DATE: 4/2/13

SUBMITTED BY: Lynn Epps

COMMISSION ACTION REQUESTED:

Approve Budget Transfer between State Court, Pre-Trial and Court Administration budgets.

FACTS AND ISSUES:

The Pre-Trial department was eliminated on X/X/XX and all duties and responsibilities transferred to the Court Administrator under Court Administrative Services. Also, at that time the Director and one Administrative position in State Court were moved to Court Administrative Services. This amendment is to shift expenses between those three departments, it does not increase revenue or expenses.

BUDGET:

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

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

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

ADMINISTRATIVE RECOMMENDATION:

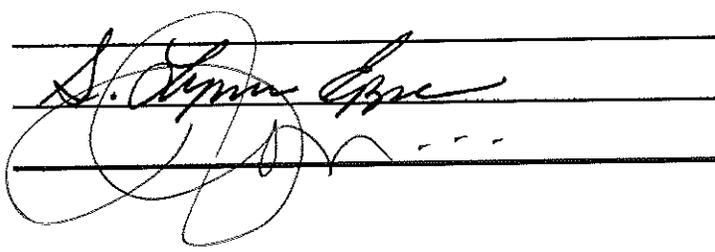
Approval

REVIEWED BY:

DEPARTMENT HEAD: _____

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

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
12300000	511100	Regular Employees	(27,583.00)
12300000	512101	Health	(2,130.00)
12300000	512102	Life	(72.00)
12300000	512103	Dental	(162.00)
12300000	512104	Long Term Disability	(139.00)
12300000	512105	Short Term Disability	(23.00)
12300000	512200	FICA	(1,905.00)
12300000	512300	Medicare	(446.00)
12160000	511100	Regular Employees	(22,896.00)
12160000	511115	Perfect Attendance	515.00
12160000	512101	Health	(3,003.00)
12160000	512102	Life	(69.00)
12160000	512103	Dental	(156.00)
12160000	512104	Long Term Disability	(133.00)
12160000	512105	Short Term Disability	(21.00)
12160000	512200	FICA	(1,565.00)
12160000	512300	Medicare	(366.00)
12160000	521200	Professional	(15,181.00)
12160000	523200	Communications	(227.00)
12160000	523201	Cell Phone	(1,398.00)
12160000	523500	Travel	236.00
12160000	531100	General Supplies	(1,571.00)
12160000	531300	Food	266.00
12160140	512700	Worker's Compensation	(125.00)
12160140	522110	Disposal	(11.00)
12160140	522130	Custodial	(210.00)
12160140	523100	Insurance, Other Benefits	(177.00)

Continued page 2

PURPOSE OF TRANSFER/ AMENDMENT

Move remaining budget from Pre-Trial to Court Administrative Services. Move remaining salary budget for Director and Administrative Assistant from State Court to Court Administrative Services.

Department Head Approval: _____

[Signature]

County Manager Approval: _____

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

**Cherokee County, Georgia
Agenda Request**

SUBJECT: 2014 AOC Grant

MEETING DATE: April 2, 2014

SUBMITTED BY: Vicki Benefield

COMMISSION ACTION REQUESTED:

Approval of grant application in the amount of \$16,527 for the DUI/Drug Treatment Court for fiscal year 2014

FACTS AND ISSUES:

The State of Georgia Accountability Court Funding Program FY 2014 is offering the opportunity to apply for funding to assist with the operation of Accountability Courts. The DUI/Drug Treatment Court has received funds from this grant since 2006.

The Georgia Accountability Court (GAC) Funding Program was created in 2012 by the Georgia Legislature and by Governor Nathan Deal to provide courts with the critical funding necessary to support the growth of Accountability Courts in Georgia to reduce the prison population.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

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

Contract Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Robin J. Addison
S. Lynn Epps
[Signature]

Cherokee DUI/Drug Treatment Court

FY 2014 State of Georgia Accountability Court Funding

Abstract

Category: Adult DUI/DWI Drug Courts

Amount of Funding: \$12,395

Matching Funds: 0%

Due Date: April 8, 2013

Grant Period: July 1, 2013 through June 30, 2014

Summary: This is the 7th year that the Cherokee DUI/Drug Treatment Court has received funding. The Judicial Council of the State Georgia meets and pre-approves funding. The amount could change each year, depending of funds available. Funding for this grant will be used drug testing supplies for the DUI/Drug Treatment Court Laboratory and training for the DUI/Drug Treatment Court TEAM members.

Target Population: The target population of participants eligible to receive the services of the Cherokee County DUI/Drug Court will be those individuals who have either two DUI convictions in the last five-year period, or DUI offenders who have three or more lifetime DUI convictions.

Goals:

1. Provide a services for the DUI/Drug Treatment Court.
2. Perform on sight drug test screenings
3. Ensure participant compliance.

Objectives:

1. Treatment and mental health services will be offered to participants of the program.
2. In house drug testing will be available to ensure sobriety.
3. On-sight monitoring will be available to ensure program compliance.
4. Training for TEAM members

Cherokee County, Georgia Agenda Request

SUBJECT: Cherokee County Aquatic Center

MEETING DATE: 4/2/2013

SUBMITTED BY: Bryan Reynolds, Director

COMMISSION ACTION REQUESTED:

Authorize Purchase Order to Staples for furniture and equipment for the Cherokee County Aquatic Center in the amount of \$48,445.

FACTS AND ISSUES:

Quotes for furniture and equipment were received by CCAC Staff and reviewed by the Procurement Department.

A Request for Bids for all items (RFB 2013-19) was released on January 25, 2013 and bids received on February 19, 2013. On March 5, 2013 the Procurement Department rejected all bids and determined it more cost effective and timely to obtain quotes from individual companies on a like item grouping methodology. The attached Quote Summary shows the pricing quoted by 10 suppliers (including the bid price from the RFB). Procurement recommends purchasing the highlighted items based on the lowest quoted pricing.

Staples is the only single vendor with a total greater than \$25,000 and therefore requires Board review and approval, see Exhibit A for list of items and total pricing for Staples. The total quote of \$48,445 includes delivery of all items and installation of the deskling systems

BUDGET:

Budgeted Amount:	\$195,000	Account Name:	Aquatic Center - Furniture
Amount Encumbered:	\$78,337	Account #:	36180000-542300-PR114
Amount Spent to Date:	\$524		
Amount Requested:	\$48,445		
Remaining Budget:	\$67,696		

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

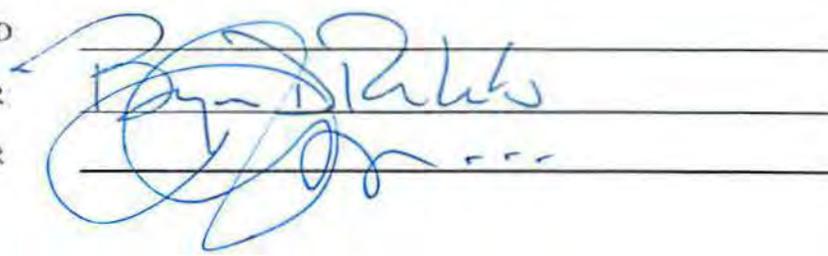
Authorize purchase of indoor furniture and equipment for the Cherokee County Aquatic Center in the amount of \$48,445 to Staples

REVIEWED BY:

DEPARTMENT HEAD _____

AGENCY DIRECTOR _____

COUNTY MANAGER _____



QUOTE SUMMARY

AQUATIC CENTER INDOOR FURNITURE & EQUIPMENT

Description	Quick Office	National Business	Staples	Bid received	Office Depot	Stage Depot	Carrot Top	Home Depot	Lavi.com	Treetop Products	QTY
Extendable Barriers; Post & Belt Color Black			108.11	98.00					80.00		16
Indoor Floor Mat; Size: 48x72; Color Black	115.00		72.33		130.00						3
Swivel Sign Frame (Mount on Extendable Barriers)			77.36	50.00					70.00		6
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.77	214.00						200.00	2
Outdoor Floor Mat; Size: 48x72; Color TBD	115.00		72.23		129.99						3
Indoor/Outdoor Floor Mat; Size: 48x72; Color TBD	135.00		74.30		129.99						3
High Back Mesh Work Chair w/ Adjustable Arms	260.00		132.12		179.99						2
Chair Mat; Clear; Size:36x48 w/ Lip	72.00		43.14	44.00							4
Adjustable Task Stool	286.00		147.26		239.99						2
Office Trash; 7 Gallon Plastic; Color black	12.00		9.83		10.90						6
Anti-Fatigue Mat	128.00		74.16	74.00							1
Mail Center	75.33		116.64	70.00							1
Paper Shredder	375.00		203.75		239.99						1
Double-sided Dry erase signs	100.00		60.25	67.00							2
Double-sided Dry erase signs	100.00		72.29	67.00							2
Bar Height Stool w/ Back; Color to Match TA-01		270.00	243.20	243.00							16
Reception Loveseat; Leather; 53x28x32; Color TBD	1,160.00		543.62		799.99						2
Bar Height Table; 36' Round; Color TBD		260.00	213.28	213.00							4
End Table; 24x24x20; Color TBD	170.00		81.64		129.99						1
Coffee Table; 42x20x16; Color TBD	220.00		105.17		159.99						1
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.00	214.00						200.00	1
Magazine Rack	362.00		241.79		309.99						1
Café Chair; 18x19x32; Color to Match TA-04		230.00	213.28	213.00							12
Standard Height Table; 42' Round; Color TBD		270.00	230.85	231.00							3
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			263.00	214.00						200.00	2
trophy case	1,281.95			2,119.00							1
Anti-Fatigue Mat	128.00		74.00	74.00							2
Storage Shelves; Wire, 48x24x72; 4 Shelves; 1,000 lb per shelf	400.00		202.53		230.99						2
Lateral Filing Cabinet; Color to Match DS-01	890.00		454.33		628.99						1
High Back Mesh Work Chair w/ Adjustable Arms	260.00		132.12		179.99						4
Executive Mesh High Back Ergonomic Chair	740.00		349.48		633.39						1
Stacking Guest Chair w/ Arms; Black	115.00		56.89		146.95						2
Chair Mat; Clear; Size:36x48 w/ Lip	72.00		43.14	44.00							1
Desking System; Bridge	360.00		182.19		251.99						1
Desking System; Center Drawer	140.00		71.49		98.99						1
Desking System; Left Pedestal Credenza	995.00		506.45		766.99						1
Desking System; 72" Right Pedestal Desk	1,090.00		553.04		699.99						1
Desking System; Stack On Storage	920.00		467.71		647.99						1
48" Round Conference Table Top	323.00		166.05		340.99						1
X Base conference table	273.00		140.68		339.99						1
Office Trash; 7 Gallon Plastic; Color TBD	12.00		9.83		10.90						2
Bookcase Hutch	536.00		274.44		378.99						1
Lateral Filing Cabinet; 2 Drawer Metal; Black; 36" Wide	675.00		293.38		419.99						2
High Back Mesh Work Chair w/ Adjustable Arms	260.00		132.12		180.00						2
Stacking Guest Chair w/ Arms; Black	115.00		56.89		146.95						3

Description	Quick Office	National Business	Staples	Bid received	Office Depot	Stage Depot	Carrot Top	Home Depot	Lavi.com	Treetop Products	QTY
Chair Mat; Clear; 45x53 w/ lip; For Hard Floors	90.00		48.58	53.00							2
Desk, Office; Double Pedestal; Steel & Laminate; 30x60; w/ Center Drawer	1,250.00		589.48		799.99						2
Center Drawer for Office Desk	175.00		84.41		112.99						2
Office Trash; 7 Gallon Plastic; Color TBD	12.00		9.83		10.90						2
Metal Bookcases	210.00		101.78		139.99						1
Chair; Indoor Pool, Stacking, Solid Steel Frame, Polypropylene seat & back	65.00		70.70	89.00							24
Table; Folding, 72x30x29 Rectangular; Steel Frame; Plastic Top	240.00		131.06		259.99						4
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.00	214.00						200.00	1
Chair; Indoor Pool, Stacking, Solid Steel Frame, Polypropylene seat & back	65.00		70.70	89.00							20
Table; Folding, 72x30x29 Rectangular; Steel Frame; Plastic Top	240.00		131.00		259.99						4
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.00	214.00						200.00	1
Chair; Indoor Pool, Stacking, Solid Steel Frame, Polypropylene seat & back	65.00		70.70	89.00							6
Desk, Office; Double Pedestal; Steel & Laminate; 30x60; w/ Center Drawer	1,250.00		589.48		799.99						1
Center Drawer for Office Desk	175.00		84.41		112.99						1
Table; Folding, 72x30x29 Rectangular; Steel Frame; Plastic Top	240.00		131.00		259.99						1
Table; Treatment	1,700.00		815.25								1
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.00	214.00						200.00	1
High Back Mesh Work Chair w/ Adjustable Arms	260.00		131.12		180.00						3
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.00	214.00						200.00	1
Desk, Utility table 60w x 20d, walnut, black, chrome	308.00		226.94		259.99						2
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.00	214.00						200.00	1
Mail Center	175.00		116.64								1
Desk Office; single pedestal desk-right	1,203.00		614.39		889.99						1
Desk Office; return pedestal- left	726.00		370.85		509.99						1
Desk Office; Stack on shelf	506.00		258.76								1
Center Drawer for Office Desk	175.00		84.41		112.99						1
Lateral Filing Cabinet; 2 Drawer Metal; Black; 36" Wide	675.00		293.38		419.99						2
Metal Bookcases	210.00		101.78		139.99						1
Portable Stage			2,312.49	2,145.00		1,849.99					1
Public Address lecterns	1,710.00		1,247.50								1
Dolly; Stacking Chair	250.00		188.21	234.00							4
Chair; Indoor Pool, Stacking, Solid Steel Frame, Polypropylene seat & back	65.00		70.70	89.00							100
Table; Folding, 72x30x29 Rectangular; Steel Frame; Plastic Top	240.00		131.00		259.99						15
Cart; Folding Table; Holds 10-12 72" Tables; Steel Frame	810.00		656.99								2
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.00	214.00						200.00	4
Medium Sized Bulletin Board	40.01		27.41								4
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.00	214.00						200.00	2
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon			262.00	214.00						200.00	9

Staples Quote for purchase

Exhibit "A"

Description	Unit Cost	Quantity	Extended Cost	Manufacturer	Catalog Number
"X" Base; mahogany	\$140.68	1	\$140.68	HON	BSX-X48BN
48" Round Table; conference table; mahogany	\$166.05	1	\$166.05	HON	BSX-RB48TN
Adjustable Task Stool	\$147.26	2	\$294.52	HON	HON-5905AB10T
Anti-Fatigue Mat	\$74.16	3	\$222.48	3M	MMM-34826
Bar Height Stool w/ Back; Mahogany and Black	\$243.20	12	\$2,918.40	OSP/KFI	#44205
Bar Height Table; 42" Round; Mahogany and Black	\$213.28	3	\$639.84	OSP/KFI	#44209
Café Chair; 18x19x32; Mahogany and Black	\$213.28	12	\$2,559.36	OSP/KFI	#44204
Cart; Folding Table; Holds 10-12 72" Tables; Steel Frame	\$656.99	2	\$1,313.98	Bridgeport	CSC3626908X1
Chair Mat; Clear; 45x53 w/ lip; For Hard Floors	\$48.58	2	\$97.16	ES Robbins	ESR131823
Chair Mat; Clear; Size:36x48 w/ Lip	\$43.14	5	\$215.70	Anchorbar	ESR-128073
Chair; Indoor Pool, Stacking, Solid Steel Frame, Polypropylene seat & back	\$70.70	150	\$10,605.00	HON	HON-H4041 & H4049
Coffee Table; 42x20x16; Black	\$105.17	1	\$105.17	Basvx by Hon	BSXBLH3160
Desk, Office; Center Drawer for Office Desk	\$84.41	2	\$168.82	Hon	HOND8S
Desk, office; Center Drawer for single pedestal Desk; mahogany/Charcoal	\$84.41	1	\$84.41	HON	HON-D2S
Desk, Office; Double Pedestal; Steel & Laminate; 30x60; w/ Center Drawer	\$589.48	2	\$1,178.96	Hon	HON38155NS
Desk, office; Return pedestal- Left; Mahogany/Charcoal	\$370.85	1	\$370.85	HON	HON-38216LNS
Desk, Office; Single Pedestal Desk- Right; Mahogany/Charcoal	\$614.39	1	\$614.39	HON	HON-38293RNS
Desk, office; Stack on open shelf unit; Mahogany/ charcoal	\$258.76	1	\$258.76	HON	HON-38241NS
Desk, Utility table 60w x 20d, walnut, black, chrome	\$226.94	2	\$453.88	HON	HON-UTM3672ZPCHR
Desking System; 72" Right Pedestal Desk; Mahogany	\$553.04	1	\$553.04	Hon	HON-11585RABHH
Desking System; Bookcase Hutch; Mahogany	\$274.44	1	\$274.44	HON	HON-115292AXHH
Desking System; Bridge; Mahogany	\$182.19	1	\$182.19	Hon	HON-11570AXHH
Desking System; Center Drawer; Mahogany	\$71.49	1	\$71.49	Hon	HON-1522H
Desking System; Lateral Filing Cabinet; Mahogany	\$454.33	1	\$454.33	Hon	HON-11563ABHH
Desking System; Left Pedestal Credenza; Mahogany	\$506.45	1	\$506.45	Hon	HON-11546LABHH
Desking System; Stack On Storage; Mahogany	\$467.71	1	\$467.71	Hon	HON-11534AXHH
Dolly; Stacking Chair	\$188.21	4	\$752.84	HON	HON-H4043
Double-sided Dry erase signs	\$60.25	2	\$120.50	SAFCO	SAF-4173BL
Double-sided Dry erase signs	\$72.29	2	\$144.58	SAFCO	SAF-4117BL
End Table; 24x24x20; Black	\$81.64	1	\$81.64	Basvx by Hon	BSXBLH3170

Execcutive High Back Swivel/Tilt Chair	\$349.54	1	\$349.54	HON	HON-HIWM2
Extendable Barriers; Post & Belt; Black OMITTED	\$0.00	0	\$0.00	Lavi Industries	26-20400
High Back Mesh Work Chair w/ Adjustable Arms	\$132.12	12	\$1,585.44	Basvx by Hon	BSX-VL531MM10
Indoor Floor Mat; Size: 48x72; Black or Grey	\$72.23	3	\$216.69	Crown	CWN-WA-0046
Indoor Trash Can w/ Large Opening & Rigid Plastic Liner; 30 Gallon	\$262.77	25	\$6,569.25	Sonata	#4XM4362
Indoor/Outdoor Floor Mat; Size: 48x72; Black or Grey	\$74.30	3	\$222.90	Crown	CWN-CS-0046
Lateral Filing Cabinet; 2 Drawer Metal; Black; 36" Wide	\$293.38	2	\$586.76	Hon	HON682LP
Magazine Rack	\$241.79	1	\$241.79	SAFCO	SAF-4113BL
Mail Center	\$75.33	1	\$75.33	Safco	SAF-9422GR
Mail Center	\$116.64	1	\$116.64	SAFCO	SAF-9424GR
Medium Sized Bulletin Board	\$27.41	4	\$109.64	Quartet	QRT-2303
Metal Bookcase	\$101.78	1	\$101.78	Hon	HON-S42ABCP
Office Trash; 7 Gallon Plastic; Black	\$9.83	10	\$98.30	Rubbermaid	RCP-2955600
Outdoor Floor Mat; Size: 48x72; black or grey	\$72.23	3	\$216.69	Crown	CWN-FN-0046
Paper Shredder	\$203.75	1	\$203.75	HSM	HSM-X18
Plastic Shelving kits OMITTED	\$0.00	0	\$0.00	Alera	902519
Portable Stage OMITTED	\$0.00	0	\$0.00	Stage Depot	ISTAGE12816
Public Address lecterns	\$1,247.50	1	\$1,247.50	Amplivox	APL-SW505A-MH
Reception Loveseat; Leather; 53x28x32; Black	\$543.62	2	\$1,087.24	Basvx by Hon	BSX-VL872ST111
Single Pedstal desk	\$379.15	1	\$379.15	HON	HON88251RNS
Stacking Guest Chair w/ Arms; Black	\$56.89	4	\$227.56	Basvx by Hon	BSX-VL616VA10
Standard Height Table; 42' Round; Mahogany and Black	\$230.85	3	\$692.55	OSP/KFI	#44560
Storage Shelves; Wire, 48x24x72; 4 Shelves; 1,000 lb per shelf	\$202.53	4	\$810.12	Alera	ALE-SW50-4824BA
Swivel Sign Frame (Mount on Extendable Barriers) OMITTED	\$0.00	0	\$0.00	Lavi Industries	50-1141SH-S
Table; Folding, 72x30x29 Rectangular; Steel Frame; Plastic Top	\$131.06	24	\$3,145.44	Iceberg	ICE65217
Table; Treatment	\$815.25	1	\$815.25	Hausmann	558229NB
Delivery and Installation		1	\$ 3,328		
Total includes freight		1	\$48,444.93		
***OMITTED ITEMS HIGHLIGHTED IN YELLOW ***					

**Cherokee County, Georgia
Agenda Request**

2.3

SUBJECT: Swim Lane Use Agreements for USS Teams

MEETING DATE: 4/2/2013

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of Swim Lane Use Agreements for USS Age Group Competitive Teams @ CCAC

FACTS AND ISSUES:

In October 2012, the county released an RFP calling for proposals from local area age-group competitive swim teams for the use of swim lanes at the Cherokee County Aquatic Center.

We received three (3) proposals from Chattahoochee Gold, Stingrays and Marietta Marlins. Staff reviewed the proposals and recommended to the Advisory Board that we accept all three proposals and work collectively with each team to finalize specific days, times and number of lanes. The Advisory Board voted 5-0 in favor of the staff recommendation at their December 5, 2012 meeting.

CCAC has sufficient lanes to allow use by all three teams which will maximize the revenue potential while making lanes available for use by the general public; for high school swim teams during the varsity season; and for other users during non-peak hours.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

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

Contract Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

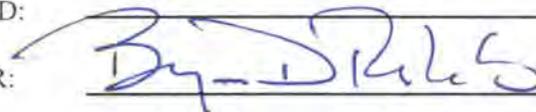
Approval of Swim Lane Use Agreements for USS Age Group Competitive Teams @ CCAC

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____





Cherokee Recreation & Parks Agency



Memorandum

To: Jerry Cooper, County Manager
Cherokee County Recreation & Parks Advisory Board
From: Bryan Reynolds, CRPA Director
Date: December 3, 2012
RE: Staff Recommendation of RFP # 2012-41 (Aquatic Center Swim Lane Offering)

In preparation of the opening and operation of the Cherokee County Aquatic Center (CCAC), county staff released an RFP on 10/9/2012 calling for proposals from local area age-group competitive swim teams for the use of swim lanes at the facility for practices and meets.

Two pre-bid meetings were held at the Recreation Center in Woodstock. The attendance sheet from both meetings is attached. Attendance at one of the two meetings was required to submit a proposal. The deadline for proposals was 2:00 PM on 11/15/2012. Proposals were received from the following three teams.

1. Stingrays
2. Marietta Marlins
3. Chattahoochee Gold

Attached is the bid tab showing that each proposal met the requirements of the RFP. CRPA staff and our aquatics consultant, Bob McCallister, reviewed the proposals for background/qualifications, experience of key personnel, revenue opportunity for the county and professional references. The scores from that review are attached. Following the review and a comparison of the requested days, times and lane use, it was determined that interviews would not be necessary.

To summarize, the Stingrays and Chattahoochee Gold scored within one (1) point of each other. The Marlins were third due mostly to smaller revenue opportunity for the county because they are a smaller team and requested fewer lanes. However, based on the review of the proposals and the number of available lanes at the CCAC, there is adequate space to award lanes to each of the three teams while still allowing for use by the general public for lap swim and use by the county high school swim teams.

Therefore, the staff recommendation is to accept all three proposals and work with each team individually and collectively to finalize specific days, times and number of lanes. Staff will then prepare agreements using the form reviewed by the county attorney for recommendation and approval by the Advisory Board and the Board of Commissioners. We believe this approach will allow us maximize revenue at the facility while allowing for other users.

Thank you.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFP 2012-41: AQUATIC CENTER SWIM LANE OFFERING

MANDATORY RFP INFORMATION CONFERENCE

OCTOBER 17, 2012 @ 10:00AM

CRPA OFFICE - WOODSTOCK

NAME	COMPANY	EMAIL
Kristi Thompson	CC Procurement	Kthompson@cherokee.com
BRIAN O'MALLEY	STINGRAYS	bomalley994@comcast.net
IAN GOSS	STINGRAYS	RAYSCOACH@GMAIL.COM
RON TURNER	STINGRAYS	stingraysnorth@gmail.com
NEIL SAVAGE	CHATT. GOLD	CMHEADCOACH@GOLDSWIM.COM
MARK SUTCLIFF	CHATTANOOGEE GOLD	WSHEADCOACH@GOLDSWIM.COM
Pat Murphy	" "	headcoach@goldswim.com
Rich Murphy	Dynamo Swim Club	rich@dynamoswimclub.com
Melissa McCulloch	Life Time Fitness	mmcculloch@lifetimefitness.com
Faleo Fleischmann	Chattanooga Gold	wsheadcoach@goldswim.com

**CHEROKEE COUNTY BOARD OF COMMISSIONERS
RFP 2012-41: AQUATIC CENTER SWIM LANE OFFERING**

RANKING/SCORING SHEET

	RFP Conformance Max 10 Pts	Background/ Qualifications Max 20 Pts	Experience of Key Personnel Max 15 Pts	Revenue Opportunity Max 40 Pts	References Max 15 Pts	TOTAL (w/out Interview) Max 100 Pts	Interview Max 50 Pts	TOTAL (w/ Interview) Max 150 Pts
Chattahoochee Gold Swimming	10	19.67	13.33	38.33	14.00	95.33	NA	NA
Marietta Marlins	10	17.00	11.00	31.67	12.33	82.00	NA	NA
Stingrays	10	19.33	14.33	36.67	14.00	94.33	NA	NA

CHEROKEE COUNTY BOARD OF COMMISSIONERS
RFP 2012-41: AQUATIC CENTER SWIM LANE OFFERING
RANKING/SCORING SHEET

	RFP Conformance Max 10 Pts	Background/ Qualifications Max 20 Pts	Experience of Key Personnel Max 15 Pts	Revenue Opportunity Max 40 Pts	References Max 15 Pts	Interview Max 50 Pts
Chattahoochee Gold Swimming						
Member 1		20	12	40	13	
Member 2		20	15	35	15	
Member 3		19	13	40	14	
Member 4						
Member 5						
Average	10	19.67	13.33	38.33	14.00	#DIV/0!

	RFP Conformance Max 10 Pts	Background/ Qualifications Max 20 Pts	Experience of Key Personnel Max 15 Pts	Revenue Opportunity Max 40 Pts	References Max 15 Pts	Interview Max 50 Pts
Marietta Marlins						
Member 1		15	10	30	12	
Member 2		20	13	30	13	
Member 3		16	10	35	12	
Member 4						
Member 5						
Average	10.00	17.00	11.00	31.67	12.33	#DIV/0!

	RFP Conformance Max 10 Pts	Background/ Qualifications Max 20 Pts	Experience of Key Personnel Max 15 Pts	Revenue Opportunity Max 40 Pts	References Max 15 Pts	Interview Max 50 Pts
Stingrays						
Member 1		20	15	35	14	
Member 2		20	15	35	15	
Member 3		18	13	40	13	
Member 4						
Member 5						
Average	10.0	19.3	14.3	36.7	14.0	#DIV/0!

**LEASE AGREEMENT BETWEEN CHEROKEE COUNTY, GEORGIA
AND Chattahoochee Gold Swimming Foundation of Georgia Inc., FOR
USE OF SWIM LANES AT CHEROKEE COUNTY AQUATIC CENTER
FOR COMPETITIVE SWIM TEAM PRACTICES**

THIS AGREEMENT, made and entered into this April 2nd, 2013, by and between Cherokee County, Georgia (the County) and the Chattahoochee Gold Swimming Foundation of Georgia Inc (the Club).

WITNESSETH:

WHEREAS, the County is the owner and operator of the Cherokee County Aquatic Center (CCAC);

WHEREAS, the Club operates a local swim club providing competitive and fitness swimming opportunities;

WHEREAS, the County desires that all residents of Cherokee County with interests in any manner of aquatic activities, including competitive swimming, have the opportunity to make use of the CCAC, and;

WHEREAS, the Club makes available aquatic training and competitive experience as well as other aquatic activities to members of the community;

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants and conditions herein set forth, the County and the Club hereby mutually agree and covenant as follows:

1. TERM AND RENEWAL

- a. The term of this Agreement shall be 15 months years, to commence on the Effective Date and expire on September 30, 2014 with such rights of termination as may be hereinafter expressly set forth.
- b. Notwithstanding any provisions of the Agreement to the contrary, the Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of any calendar year, provided that pursuant to O.C.G.A. § 36-60-13 the Agreement shall renew automatically, absent at least ninety (90) days written notice of non-renewal provided by the County to the Club prior to the end of any calendar year, on January 1 of the following calendar year, and further provided that this Agreement shall terminate absolutely and without further obligation on the part of County at the close of each calendar year subject to the automatic renewal provisions contained herein.
- c. The Club may terminate this Agreement at any time by giving written notice to the County at least ninety (90) days prior to the date when such termination shall become effective.
- d. The County may terminate this Agreement at any time by giving written notice to the Club at least ninety (90) days prior to the date when such termination shall become effective.

2. SCHEDULE OF USE

- a. The County hereby grants to the Club the use of those portions of the CCAC for the dates and times as outlined on the attached Addendum One, Schedule A. Additional use outside contractual times may be determined by agreement between the Club and the County. Requests from the club for reduction in space or time must be received in writing by the Aquatics Manager at least 2 weeks prior to the date requested.
- b. The County reserves the right to cancel any scheduled activity in the CCAC when it determines that such use could potentially cause unsafe conditions for the Club, spectators, or general public, and/or damage to the facility or grounds. Further, the County reserves the right to close the CCAC at any time it deems it to be in the best interest of the public or the County.
- c. As much notice as possible will be provided to permit notification to swimmers. In the event the CCAC is closed for an extended period of time, adjustments to the fees may be considered by agreement of both parties.
- d. As indicated, hours of use are not exclusive and the Club may share the CCAC with other users and/or programs as scheduled by the County.
- e. If conflicts occur with uses of the swimming pool and the scheduled hours listed on the Schedule A, the County reserves the right to change the scheduled contract hours in Schedule A. In addition, the County reserves the right to periodically schedule special events that may conflict with the attached schedule of hours. The county shall notify the team prior to any changes giving at least two weeks' notice when possible.

3. FEES AND SCHEDULE OF PAYMENT

- a. The Club agrees to pay the County lane rental and facility rental fees as follows:
 - i. 25 Yard or 25 Meter Lane - \$10 per hour;
 - ii. 50 Meter Lane - \$20 per hour;
 - iii. Facility use prior to hours of operation requires payment of \$10 per lifeguard and \$15 per building supervisor by the hour per team.
- b. The total amount of the contract per fiscal year will be broken into 13 payments to account for the deposit and 12 monthly payments.
- c. The Team agrees to pay, in advance, a security deposit equal to one month's rent payment. For Year one of this contract the payment is due at the time the contract is executed. Yearly going forward this payment is due annually by September 8th.
- d. The security deposit is due with and in addition to the first month's rental payment. The contract will not be executed until the security deposit is received.

- e. The security deposit is used to offset outstanding monthly rental fees, late fees, repairs or replacement of property damaged beyond fair wear and tear. If the deposit is used for these costs the total used must be paid in full along with the next monthly payment.
- f. The County will provide a payment schedule for the team. Monthly payments will be based on the total Fiscal year contract minus the Security Deposit divided by the 12 months. Monthly the County will provide an invoice as needed for use of lane space outside of contract or reduction in space per changes made by the County or team. The invoice will reflect the reduction or addition to the regular monthly payment. Fees may be adjusted at the same rates described herein for additions or reductions of pool lane usage.
- g. All payments must be made payable to Cherokee County Board of Commissioners and delivered to the CCAC Aquatics Manager no later than the 8th day of each month.

4. STORAGE & EQUIPMENT

- a. The Club agrees to furnish, for its own use, any and all aquatic equipment it deems necessary to conduct a safe training and competitive program. Such property including fixtures that are not an integral part of CCAC shall remain the property of the Club and shall not be used by any other group without permission first being granted by the Club.
- b. The Club may store said equipment at the CCAC in approved storage unit(s) at the discretion of the CCAC Aquatics Manager. The County is not liable for any loss or damage to such equipment stored at the CCAC. The storage shall not interfere with normal CCAC operations of other aquatic programs, impede access to any part of the facility, or create a safety hazard. Storage area(s) shall be approved in writing by the CCAC Aquatics Manager prior to use.

5. PERSONNEL & MEMBERSHIP

- a. The Club shall furnish any and all personnel necessary to conduct its practices. At least one certified USA Swimming coach must be on deck for the duration of all Club practices. Coaches are responsible for the conduct of their swimmers in the locker rooms and on deck during practices. Coaching staff shall remain at the facility until all Club user(s) have left, including times when County staff is also present.
- b. The Club shall furnish a list of all Club personnel to the County at the time of the execution of the Agreement. The list will include names and contact information for Club personnel including coaches and board members. The Club will update this list quarterly. The Club shall provide copies of current certificates for all coaching staff to the CCAC Aquatics Manager prior to the first day of practice.
- c. The Club shall furnish to the County a team roster at the time of the execution of the Agreement and will notify the CCAC Aquatics Manager of any additions or deletions to that roster in a timely manner at a minimum of once per quarter.

6. SUPERVISION & ADMISSIONS CONTROL

- a. The Club agrees to accept responsibility for supervision of Club user(s) in all parts of the facility. This supervision begins when Club user(s) enter the facility and ends when Club user(s) leave the facility. Club user(s) are expected to follow reasonable standards of behavior at all times when using any part of the facility. Coaching staff is responsible for monitoring Club user(s) at all times.

- b. The Club will be allowed entry to the building no more than 15 minutes prior to the start of their practice and shall exit the building no more than 20 minutes after their practice time ends. The club will be required to check in at the Front Desk. Anyone not on the roster or who does not present the appropriate form of club check in will not be allowed access to the facility.

7. LIABILITY INSURANCE

- a. The Club shall furnish to the County evidence of current policy of comprehensive general liability insurance in an amount not less than \$2,000,000 per person and \$3,000,000 per incident and property damage limits not less than \$1,000,000 which shall name the County as additional insured for those periods of time that Club is conducting its program at the CCAC.
- b. The Club is liable for any injuries sustained by its members, staff or other program personnel (including but limited to, time keepers, coaches and trainers), visitors, spectators, etc. for those periods of time that the Club is conducting its program at the CCAC. Club activities (including competitive meets) are not County sponsored events and the County is not liable for any bodily injuries and/or property damage while the Club has use of the CCAC.)

8. DAMAGE

The Club shall be responsible for damage to the facility, and any County owned equipment, excepting normal wear and tear, if the damage occurs during the time Club is using the facility and the damage arises out of and is in connection with the Club’s use of the facility.

9. NOTICES

Notices under this agreement shall be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

COUNTY:
Bryan Reynolds, Director
Cherokee Recreation and Parks Agency
7545 Main Street Building 200
Woodstock, GA 30188

CLUB:
Pat Murphy
Chattahoochee Gold Swimming
Foundation of Georgia Inc.
P.O. Box 387
Woodstock, Ga. 30188

10. INDEMNITY

The Club agrees to defend, indemnify, protect and hold the County and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Club’s employees, volunteers, and participants, arising out of the Club’s use or occupancy of the CCAC, and all expenses of investigating and defending against same.

11. ASSIGNMENT AND SUBLETTING

The Club shall not assign this Agreement, or sublet the facility or any portion thereof, without prior written consent of the County.

12. LAW & VENUE

This Agreement shall be interpreted and governed by the laws of the State of Georgia and both parties agree exclusive venue shall be in Cherokee County, Georgia.

13. ENTIRE AGREEMENT & SEVERABILITY

This Agreement, along with its attachments and addenda constitute the entire agreement between the parties. Any amendments to the Agreement must be made in writing and signed by both parties. Should any term or condition of the Agreement be determined unlawful by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CHEROKEE COUNTY

CLUB

Name

Name

Title

Title

ATTEST

ADDENDUM ONE

Cherokee County Aquatics Center
Lane ScheduleOrganization: Cherokee GoldDate: 3/14/2013Purpose: Swim Team Practices

Season	DAY	TIMES	Lane Assignment	Cost of lanes per season
Long Course 2013 5/20/2013-7/31/2013	M-F am	6am-8am	Lanes 7-10	\$3,920.00
	M-F pm	2pm-530pm	Lanes 6-10	\$8,925.00
	Sat am	8am-1030am	Lanes 7-10	\$1,000.00
Fall 2013 8/12/2013-10/20/2013	M/W/F am	5am-630am	Lanes 12-17	\$2,430.00 + \$675 BH fee
	M-TH pm	330pm-9pm	Lanes 15-20	\$8,910.00
	Fri pm	330pm-730pm	Lanes 14-20	\$2,520.00
	Sat am	8am-12pm	Lanes 14-20	\$2,520.00
Holiday Week Fall 2013 9/16-21/2013	M-F am	6am-8am	Lanes 7-17	\$1,000.00
	M-F pm	12pm-3pm	Lanes 11-20	\$1,500.00
	Sat am	8am-12pm	Lanes 14-20	\$280.00
Late Fall 2013- Winter 2014 10/21/2013- 2/9/2014	M/W/F am	5am-630am	Lanes 12-17	\$3,510.00 + \$975.00 BH Fee
	M-TH pm	330pm-900pm	Lanes 16-20	\$1430.00
	Fri Pm	330-730pm	Lanes 14-20	\$3250.00
	Sat am	8am-12pm	Lanes 14-20	\$3,640.00
Winter Holiday Weeks 11/25-30/2013 12/23-1/4/2014	M-F am	6am-8am	Lanes 7-17	\$2,200.00
	M-F pm	12pm-3pm	Lanes 11-20	\$3,300.00
	Sat am	8am-12pm	Lanes 14-20	\$840.00
Late Winter 2014-Spring 2014 2/10/2014-5/18/2014	M/W/F am	5am-630am	Lanes 12-17	\$3240.00 + \$900.00 BH Fee
	M-TH pm	330pm-9pm	Lanes 15-20	\$15840.00
	Fri pm	330pm-730pm	Lanes 14-20	\$3360.00
	Sat am	8am-12pm	Lanes 14-20	\$3360.00
Late Winter Holiday Week 2/17-22/2014	M-F am	6am-8am	Lanes 7-17	\$1,000.00
	M-F pm	12pm-3pm	Lanes 11-20	\$1,500.00
	Sat am	8am-12pm	Lanes 14-20	\$280.00
Long Course 2014 5/19/2014-7/31/2014	M-F am	6am-8am	Lanes 7-10	\$4,160.00
	M-F pm	2pm-530pm	Lanes 6-10	\$9,100.00
	Sat am	8am-1030am	Lanes 7-10	\$1,000.00
Fall 2014 8/11/2014-9/30/2014	M/W/F am	5am-630am	Lanes 12-17	\$1620 + \$450 BH Fee
	M-TH pm	330pm-9pm	Lanes 15-20	\$8250
	Fri pm	330pm-730pm	Lanes 14-20	\$1680
	Sat am	8am-12pm	Lanes 14-20	\$1960
Holiday Week Fall 2014 9/15-19/2014	M-F am	6am-8am	Lanes 7-17	\$1000
	M-F pm	12pm-3pm	Lanes 11-20	\$1500
	Sat am	8am-12pm	Lanes 14-20	\$280

Swim Start Date: May 28th, 2013

Contract End Date: September 30th, 2014

No Swim Dates to date: 5/27/2013, 7/4/2013, 11/28/2013, 12/24/2013, 12/25/2013, 12/31/2013, 1/1/2014, 3/31-4/5/2014, 5/26/2014, 7/4/2014

Practice dates for early end time: end by 6:30pm 11/8/2013, 12/13/2013, 1/17/2014, 1/31/2014

Payment Schedule

Month	Amount owed
Deposit Year one- Due with Contract	\$ 4,665.83
May	\$ 4,665.83
June	\$ 4,665.83
July	\$ 4,665.83
August	\$ 4,665.83
September	\$ 4,665.83
Total amount owed Year One	\$ 27,995.00
Deposit Year Two- Due September	\$6,562.30
October	\$6,562.31
November	\$6,562.31
December	\$6,562.31
January	\$6,562.31
February	\$6,562.31
March	\$6,562.31
April	\$6,562.31
May	\$6,562.31
June	\$6,562.31
July	\$6,562.31
August	\$6,562.30
September	\$6,562.30
Total amount owed Year Two	\$85,310.00

Total amount of contract: \$113,395.00

Seen, Agreed, and Accepted for the Club

By: _____ Dated: _____
 Authorized Representative

Printed Name _____ Title _____

ADDENDUM TWO
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:

**LEASE AGREEMENT BETWEEN CHEROKEE COUNTY, GEORGIA
AND Marietta Marlins FOR
USE OF SWIM LANES AT CHEROKEE COUNTY AQUATIC CENTER
FOR COMPETITIVE SWIM TEAM PRACTICES**

THIS AGREEMENT, made and entered into this April 2nd, 2013 by and between Cherokee County, Georgia (the County) and the Marietta Marlins Inc. (the Club).

WITNESSETH:

WHEREAS, the County is the owner and operator of the Cherokee County Aquatic Center (CCAC);

WHEREAS, the Club operates a local swim club providing competitive and fitness swimming opportunities;

WHEREAS, the County desires that all residents of Cherokee County with interests in any manner of aquatic activities, including competitive swimming, have the opportunity to make use of the CCAC, and;

WHEREAS, the Club makes available aquatic training and competitive experience as well as other aquatic activities to members of the community;

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants and conditions herein set forth, the County and the Club hereby mutually agree and covenant as follows:

1. TERM AND RENEWAL

- a. The term of this Agreement shall be 15 months years, to commence on the Effective Date and expire on September 30, 2014 with such rights of termination as may be hereinafter expressly set forth.
- b. Notwithstanding any provisions of the Agreement to the contrary, the Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of any calendar year, provided that pursuant to O.C.G.A. § 36-60-13 the Agreement shall renew automatically, absent at least ninety (90) days written notice of non-renewal provided by the County to the Club prior to the end of any calendar year, on January 1 of the following calendar year, and further provided that this Agreement shall terminate absolutely and without further obligation on the part of County at the close of each calendar year subject to the automatic renewal provisions contained herein.
- c. The Club may terminate this Agreement at any time by giving written notice to the County at least ninety (90) days prior to the date when such termination shall become effective.
- d. The County may terminate this Agreement at any time by giving written notice to the Club at least ninety (90) days prior to the date when such termination shall become effective.

2. SCHEDULE OF USE

- a. The County hereby grants to the Club the use of those portions of the CCAC for the dates and times as outlined on the attached Addendum One, Schedule A. Additional use outside contractual times may be determined by agreement between the Club and the County. Requests from the club for reduction in space or time must be received in writing by the Aquatics Manager at least 2 weeks prior to the date requested.
- b. The County reserves the right to cancel any scheduled activity in the CCAC when it determines that such use could potentially cause unsafe conditions for the Club, spectators, or general public, and/or damage to the facility or grounds. Further, the County reserves the right to close the CCAC at any time it deems it to be in the best interest of the public or the County.
- c. As much notice as possible will be provided to permit notification to swimmers. In the event the CCAC is closed for an extended period of time, adjustments to the fees may be considered by agreement of both parties.
- d. As indicated, hours of use are not exclusive and the Club may share the CCAC with other users and/or programs as scheduled by the County.
- e. If conflicts occur with uses of the swimming pool and the scheduled hours listed on the Schedule A, the County reserves the right to change the scheduled contract hours in Schedule A. In addition, the County reserves the right to periodically schedule special events that may conflict with the attached schedule of hours. The county shall notify the team prior to any changes giving at least two weeks' notice when possible.

3. FEES AND SCHEDULE OF PAYMENT

- a. The Club agrees to pay the County lane rental and facility rental fees as follows:
 - i. 25 Yard or 25 Meter Lane - \$10 per hour;
 - ii. 50 Meter Lane - \$20 per hour;
 - iii. Facility use prior to hours of operation requires payment of \$10 per lifeguard and \$15 per building supervisor by the hour per team.
- b. The total amount of the contract per fiscal year will be broken into 13 payments to account for the deposit and 12 monthly payments.
- c. The Team agrees to pay, in advance, a security deposit equal to one month's rent payment. For Year one of this contract the payment is due at the time the contract is executed. Yearly going forward this payment is due annually by September 8th.
- d. The security deposit is due with and in addition to the first month's rental payment. The contract will not be executed until the security deposit is received.

- e. The security deposit is used to offset outstanding monthly rental fees, late fees, repairs or replacement of property damaged beyond fair wear and tear. If the deposit is used for these costs the total used must be paid in full along with the next monthly payment.
- f. The County will provide a payment schedule for the team. Monthly payments will be based on the total Fiscal year contract minus the Security Deposit divided by the 12 months. Monthly the County will provide an invoice as needed for use of lane space outside of contract or reduction in space per changes made by the County or team. The invoice will reflect the reduction or addition to the regular monthly payment. Fees may be adjusted at the same rates described herein for additions or reductions of pool lane usage.
- g. All payments must be made payable to Cherokee County Board of Commissioners and delivered to the CCAC Aquatics Manager no later than the 8th day of each month.

4. STORAGE & EQUIPMENT

- a. The Club agrees to furnish, for its own use, any and all aquatic equipment it deems necessary to conduct a safe training and competitive program. Such property including fixtures that are not an integral part of CCAC shall remain the property of the Club and shall not be used by any other group without permission first being granted by the Club.
- b. The Club may store said equipment at the CCAC in approved storage unit(s) at the discretion of the CCAC Aquatics Manager. The County is not liable for any loss or damage to such equipment stored at the CCAC. The storage shall not interfere with normal CCAC operations of other aquatic programs, impede access to any part of the facility, or create a safety hazard. Storage area(s) shall be approved in writing by the CCAC Aquatics Manager prior to use.

5. PERSONNEL & MEMBERSHIP

- a. The Club shall furnish any and all personnel necessary to conduct its practices. At least one certified USA Swimming coach must be on deck for the duration of all Club practices. Coaches are responsible for the conduct of their swimmers in the locker rooms and on deck during practices. Coaching staff shall remain at the facility until all Club user(s) have left, including times when County staff is also present.
- b. The Club shall furnish a list of all Club personnel to the County at the time of the execution of the Agreement. The list will include names and contact information for Club personnel including coaches and board members. The Club will update this list quarterly. The Club shall provide copies of current certificates for all coaching staff to the CCAC Aquatics Manager prior to the first day of practice.
- c. The Club shall furnish to the County a team roster at the time of the execution of the Agreement and will notify the CCAC Aquatics Manager of any additions or deletions to that roster in a timely manner at a minimum of once per quarter.

6. SUPERVISION & ADMISSIONS CONTROL

- a. The Club agrees to accept responsibility for supervision of Club user(s) in all parts of the facility. This supervision begins when Club user(s) enter the facility and ends when Club user(s) leave the facility. Club user(s) are expected to follow reasonable standards of behavior at all times when using any part of the facility. Coaching staff is responsible for monitoring Club user(s) at all times.

- b. The Club will be allowed entry to the building no more than 15 minutes prior to the start of their practice and shall exit the building no more than 20 minutes after their practice time ends. The club will be required to check in at the Front Desk. Anyone not on the roster or who does not present the appropriate form of club check in will not be allowed access to the facility.

7. LIABILITY INSURANCE

- a. The Club shall furnish to the County evidence of current policy of comprehensive general liability insurance in an amount not less than \$2,000,000 per person and \$3,000,000 per incident and property damage limits not less than \$1,000,000 which shall name the County as additional insured for those periods of time that Club is conducting its program at the CCAC.
- b. The Club is liable for any injuries sustained by its members, staff or other program personnel (including but limited to, time keepers, coaches and trainers), visitors, spectators, etc. for those periods of time that the Club is conducting its program at the CCAC. Club activities (including competitive meets) are not County sponsored events and the County is not liable for any bodily injuries and/or property damage while the Club has use of the CCAC.)

8. DAMAGE

The Club shall be responsible for damage to the facility, and any County owned equipment, excepting normal wear and tear, if the damage occurs during the time Club is using the facility and the damage arises out of and is in connection with the Club’s use of the facility.

9. NOTICES

Notices under this agreement shall be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

COUNTY:
Bryan Reynolds, Director
Cherokee Recreation and Parks Agency
7545 Main Street Building 200
Woodstock, GA 30188

CLUB:
Yit Aun Lim
Marietta Marlins
250 Brookview Pl.
Woodstock, Ga. 30188

10. INDEMNITY

The Club agrees to defend, indemnify, protect and hold the County and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Club’s employees, volunteers, and participants, arising out of the Club’s use or occupancy of the CCAC, and all expenses of investigating and defending against same.

11. ASSIGNMENT AND SUBLETTING

The Club shall not assign this Agreement, or sublet the facility or any portion thereof, without prior written consent of the County.

12. LAW & VENUE

This Agreement shall be interpreted and governed by the laws of the State of Georgia and both parties agree exclusive venue shall be in Cherokee County, Georgia.

13. ENTIRE AGREEMENT & SEVERABILITY

This Agreement, along with its attachments and addenda constitute the entire agreement between the parties. Any amendments to the Agreement must be made in writing and signed by both parties. Should any term or condition of the Agreement be determined unlawful by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CHEROKEE COUNTY

CLUB

Name

Name

Title

Title

ATTEST

**Cherokee County Aquatics Center
Lane Schedule A**

Organization: Marietta Marlins Inc.

Purpose: Swim Team Practices

Season	DAY	TIMES	Lane Assignment	Cost of lanes per season
Long Course 2013 5/20/2013-7/31/2013	M-TH am	6am-8am	Lanes 5-6	\$3360.00
	M-TH pm	5pm-7pm	Lanes 3-5	\$5040.00
	Sat am	8am-10am	Lanes 4-6	\$1200.00
Fall 2013 I 8/12/2013-9/2/2013	M-TH pm	4:30pm-6:30pm	Lanes 11-14	\$960.00
	Sat am	8am-12pm	Lanes 5-8	\$480.00
Fall 2013 II 9/3/213-10/20/2013	M-F	6:00am-7:30am	Lanes 18-20	\$1530.00
	M-TH pm	3:30pm-8:30pm	Lanes 11-14	\$5400.00
	Fri pm	3:30pm-6:30pm	Lanes 6-10	\$1050.00
	Sat am	8am-12pm	Lanes 5-8	\$800.00
Late Fall 2013- Winter 2014 10/21/2013- 2/9/2014	M-F	6:00am-7:30am	Lanes 18-20	\$3960.00
	M-TH pm	3:30pm-8:30pm	Lanes 12-15	\$9600.00
	Fri pm	3:30pm-6:30pm	Lanes 5-9	\$2400.00
	Sat am	8am-12pm	Lanes 5-8	\$2560.00
Late Winter 2014-Spring 2014 2/10/2014-5/18/2014	M-F	6:00am-7:30am	Lanes 18-20	\$3150.00
	M-TH pm	3:30pm-8:30pm	Lanes 11-14	\$11,200.00
	Fri pm	3:30pm-6:30pm	Lanes 6-10	\$2100.00
	Sat am	8am-12pm	Lanes 5-8	\$2080.00
Long Course 2014 5/19/2014-7/31/2014	M-F am	6am-8am	Lanes 5-6	\$4160.00
	M-F pm	5pm-7pm	Lanes 3-5	\$6240.00
	Sat am	8am-10am	Lanes 4-6	\$1200.00
Fall 2014 I 8/11/2014-9/3/2013	M-TH pm	4:30pm-6:30pm	Lanes 11-14	\$1120.00
	Sat am	8am-12pm	Lanes 5-8	\$480.00
Fall 2014 II 9/4/213-9/30/2014	M-F	6:00am-7:30am	Lanes 18-20	\$945.00
	M-TH pm	3:30pm-8:30pm	Lanes 11-14	\$3400.00
	Fri pm	3:30pm-6:30pm	Lanes 6-10	\$600.00
	Sat am	8am-12pm	Lanes 5-8	\$640.00

Swim Start Date: 5/20/2013

Contract End Date: 9/30/2014

No Swim Dates to date: 5/27/2013, 7/4/2013, no pm 11/18/2013, 11/28/2013, 12/24/2013, 12/25/2013, 12/31/2013. 1/1/2014. 3/31-4/5/2014, 5/26/2014, 7/4/2014

Payment Schedule

Total amount: \$75,655.00

Seen, Agreed, and Accepted for the Lessee

By: _____ Dated: _____
Authorized Representative

Printed Name _____ Title _____

ADDENDUM TWO
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:

**LEASE AGREEMENT BETWEEN CHEROKEE COUNTY, GEORGIA
AND Stingrays Inc. FOR
USE OF SWIM LANES AT CHEROKEE COUNTY AQUATIC CENTER
FOR COMPETITIVE SWIM TEAM PRACTICES**

THIS AGREEMENT, made and entered into this April 2nd, 2013 by and between Cherokee County, Georgia (the County) and the Stingrays Inc.(the Club).

WITNESSETH:

WHEREAS, the County is the owner and operator of the Cherokee County Aquatic Center (CCAC);

WHEREAS, the Club operates a local swim club providing competitive and fitness swimming opportunities;

WHEREAS, the County desires that all residents of Cherokee County with interests in any manner of aquatic activities, including competitive swimming, have the opportunity to make use of the CCAC, and;

WHEREAS, the Club makes available aquatic training and competitive experience as well as other aquatic activities to members of the community;

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants and conditions herein set forth, the County and the Club hereby mutually agree and covenant as follows:

1. TERM AND RENEWAL

- a. The term of this Agreement shall be 15 months years, to commence on the Effective Date and expire on September 30, 2014 with such rights of termination as may be hereinafter expressly set forth.
- b. Notwithstanding any provisions of the Agreement to the contrary, the Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of any calendar year, provided that pursuant to O.C.G.A. § 36-60-13 the Agreement shall renew automatically, absent at least ninety (90) days written notice of non-renewal provided by the County to the Club prior to the end of any calendar year, on January 1 of the following calendar year, and further provided that this Agreement shall terminate absolutely and without further obligation on the part of County at the close of each calendar year subject to the automatic renewal provisions contained herein.
- c. The Club may terminate this Agreement at any time by giving written notice to the County at least ninety (90) days prior to the date when such termination shall become effective.
- d. The County may terminate this Agreement at any time by giving written notice to the Club at least ninety (90) days prior to the date when such termination shall become effective.

2. SCHEDULE OF USE

- a. The County hereby grants to the Club the use of those portions of the CCAC for the dates and times as outlined on the attached Addendum One, Schedule A. Additional use outside contractual times may be determined by agreement between the Club and the County. Requests from the club for reduction in space or time must be received in writing by the Aquatics Manager at least 2 weeks prior to the date requested.
- b. The County reserves the right to cancel any scheduled activity in the CCAC when it determines that such use could potentially cause unsafe conditions for the Club, spectators, or general public, and/or damage to the facility or grounds. Further, the County reserves the right to close the CCAC at any time it deems it to be in the best interest of the public or the County.
- c. As much notice as possible will be provided to permit notification to swimmers. In the event the CCAC is closed for an extended period of time, adjustments to the fees may be considered by agreement of both parties.
- d. As indicated, hours of use are not exclusive and the Club may share the CCAC with other users and/or programs as scheduled by the County.
- e. If conflicts occur with uses of the swimming pool and the scheduled hours listed on the Schedule A, the County reserves the right to change the scheduled contract hours in Schedule A. In addition, the County reserves the right to periodically schedule special events that may conflict with the attached schedule of hours. The county shall notify the team prior to any changes giving at least two weeks' notice when possible.

3. FEES AND SCHEDULE OF PAYMENT

- a. The Club agrees to pay the County lane rental and facility rental fees as follows:
 - i. 25 Yard or 25 Meter Lane - \$10 per hour;
 - ii. 50 Meter Lane - \$20 per hour;
 - iii. Facility use prior to hours of operation requires payment of \$10 per lifeguard and \$15 per building supervisor by the hour per team.
- b. The total amount of the contract per fiscal year will be broken into 13 payments to account for the deposit and 12 monthly payments.
- c. The Team agrees to pay, in advance, a security deposit equal to one month's rent payment. For Year one of this contract the payment is due at the time the contract is executed. Yearly going forward this payment is due annually by September 8th.
- d. The security deposit is due with and in addition to the first month's rental payment. The contract will not be executed until the security deposit is received.

- e. The security deposit is used to offset outstanding monthly rental fees, late fees, repairs or replacement of property damaged beyond fair wear and tear. If the deposit is used for these costs the total used must be paid in full along with the next monthly payment.
- f. The County will provide a payment schedule for the team. Monthly payments will be based on the total Fiscal year contract minus the Security Deposit divided by the 12 months. Monthly the County will provide an invoice as needed for use of lane space outside of contract or reduction in space per changes made by the County or team. The invoice will reflect the reduction or addition to the regular monthly payment. Fees may be adjusted at the same rates described herein for additions or reductions of pool lane usage.
- g. All payments must be made payable to Cherokee County Board of Commissioners and delivered to the CCAC Aquatics Manager no later than the 8th day of each month.

4. STORAGE & EQUIPMENT

- a. The Club agrees to furnish, for its own use, any and all aquatic equipment it deems necessary to conduct a safe training and competitive program. Such property including fixtures that are not an integral part of CCAC shall remain the property of the Club and shall not be used by any other group without permission first being granted by the Club.
- b. The Club may store said equipment at the CCAC in approved storage unit(s) at the discretion of the CCAC Aquatics Manager. The County is not liable for any loss or damage to such equipment stored at the CCAC. The storage shall not interfere with normal CCAC operations of other aquatic programs, impede access to any part of the facility, or create a safety hazard. Storage area(s) shall be approved in writing by the CCAC Aquatics Manager prior to use.

5. PERSONNEL & MEMBERSHIP

- a. The Club shall furnish any and all personnel necessary to conduct its practices. At least one certified USA Swimming coach must be on deck for the duration of all Club practices. Coaches are responsible for the conduct of their swimmers in the locker rooms and on deck during practices. Coaching staff shall remain at the facility until all Club user(s) have left, including times when County staff is also present.
- b. The Club shall furnish a list of all Club personnel to the County at the time of the execution of the Agreement. The list will include names and contact information for Club personnel including coaches and board members. The Club will update this list quarterly. The Club shall provide copies of current certificates for all coaching staff to the CCAC Aquatics Manager prior to the first day of practice.
- c. The Club shall furnish to the County a team roster at the time of the execution of the Agreement and will notify the CCAC Aquatics Manager of any additions or deletions to that roster in a timely manner at a minimum of once per quarter.

6. SUPERVISION & ADMISSIONS CONTROL

- a. The Club agrees to accept responsibility for supervision of Club user(s) in all parts of the facility. This supervision begins when Club user(s) enter the facility and ends when Club user(s) leave the facility. Club user(s) are expected to follow reasonable standards of behavior at all times when using any part of the facility. Coaching staff is responsible for monitoring Club user(s) at all times.

- b. The Club will be allowed entry to the building no more than 15 minutes prior to the start of their practice and shall exit the building no more than 20 minutes after their practice time ends. The club will be required to check in at the Front Desk. Anyone not on the roster or who does not present the appropriate form of club check in will not be allowed access to the facility.

7. LIABILITY INSURANCE

- a. The Club shall furnish to the County evidence of current policy of comprehensive general liability insurance in an amount not less than \$2,000,000 per person and \$3,000,000 per incident and property damage limits not less than \$1,000,000 which shall name the County as additional insured for those periods of time that Club is conducting its program at the CCAC.
- b. The Club is liable for any injuries sustained by its members, staff or other program personnel (including but limited to, time keepers, coaches and trainers), visitors, spectators, etc. for those periods of time that the Club is conducting its program at the CCAC. Club activities (including competitive meets) are not County sponsored events and the County is not liable for any bodily injuries and/or property damage while the Club has use of the CCAC.)

8. DAMAGE

The Club shall be responsible for damage to the facility, and any County owned equipment, excepting normal wear and tear, if the damage occurs during the time Club is using the facility and the damage arises out of and is in connection with the Club’s use of the facility.

9. NOTICES

Notices under this agreement shall be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

COUNTY:
Bryan Reynolds, Director
Cherokee Recreation and Parks Agency
7545 Main Street Building 200
Woodstock, GA 30188

CLUB:
Brian O’Malley
Stingrays Inc.
4005 Upland Trace
Marietta, Ga. 30066

10. INDEMNITY

The Club agrees to defend, indemnify, protect and hold the County and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Club’s employees, volunteers, and participants, arising out of the Club’s use or occupancy of the CCAC, and all expenses of investigating and defending against same.

11. ASSIGNMENT AND SUBLETTING

The Club shall not assign this Agreement, or sublet the facility or any portion thereof, without prior written consent of the County.

12. LAW & VENUE

This Agreement shall be interpreted and governed by the laws of the State of Georgia and both parties agree exclusive venue shall be in Cherokee County, Georgia.

13. ENTIRE AGREEMENT & SEVERABILITY

This Agreement, along with its attachments and addenda constitute the entire agreement between the parties. Any amendments to the Agreement must be made in writing and signed by both parties. Should any term or condition of the Agreement be determined unlawful by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CHEROKEE COUNTY

CLUB

Name

Name

Title

Title

ATTEST

ADDENDUM ONE

Cherokee County Aquatics Center
Lane ScheduleOrganization: StingraysDate: 3/14/2013Purpose: Swim Team Practices

Season	DAY	TIMES	Lane Assignment	Cost of lanes per season
Spring 2013 5/6/2013-5/19/2013	M-TH pm	4:30-7:30pm	Lanes 9-14	\$1440.00
	F pm	4:30-6:30pm	Lanes 10-14	\$200.00
	Sat am	8am-10am	Lanes 5-10	\$240.00
Long Course 2013 5/20/2013-7/31/2013	M-F am	6am-8am	Lanes 3-4	\$4080.00
	M-TH pm	3-5pm	Lanes 4-5	\$3280.00
	Sat am	8am-10am	Lanes 2-3	\$800.00
Fall 2013 9/3/2013-10/20/2013	M-TH pm	4pm-8:30pm	Lanes 6-10	\$6075.00
	Fri pm	4pm-7pm	Lanes 10-13	\$1860.00
	Sat am	8am-12pm	Lanes 9-13	\$1400.00
Late Fall 2013- Winter 2014 10/21/2013- 2/9/2014	M-TH pm	4pm-8:30pm	Lanes 8-11	\$10440.00
	Fri Pm	4pm-7:00pm	Lanes 10-13	\$1600.00
	Sat am	8am-12pm	Lanes 9-13	\$3200.00
Late Winter 2014-Spring 2014 2/10/2014-5/18/2014	M-TH pm	4pm-8:30pm	Lanes 6-10	\$12825.00
	Fri pm	4pm-7pm	Lanes 10-13	\$1680.00
	Sat am	8am-12pm	Lanes 9-13	\$2800.00
Long Course 2014 5/19/2014-7/31/2014	M-F am	6am-8am	Lanes 3-4	\$4160.00
	M-TH pm	3-5pm	Lanes 4-5	\$3440.00
	Sat am	8am-10am	Lanes 2-3	\$800.00
Fall 2013 9/2/2014-9/30/2014	M-TH pm	4pm-8:30pm	Lanes 6-10	\$3060.00
	Fri pm	4pm-7pm	Lanes 10-13	\$480.00
	Sat am	8am-12pm	Lanes 9-13	\$800.00

Swim Start Date: May 6th, 2013Contract End Date: September 30th, 2014No Swim Dates to date: 5/27/2013, 7/4/2013, no pm 11/18/2013, 11/28/2013, 12/24/2013, 12/25/2013, 12/31/2013. 1/1/2014, 5/26/2014, 7/4/2014Days for shortened practice: end at 6:30pm 11/8/2013, 12/13/2013, 1/17/2014, 1/31/2014

Payment Schedule

Month	Amount owed
Deposit Year One	\$2,451.25
May	\$2,451.25
June	\$2,451.25
July	\$2,451.25
August	\$2,451.25
September	\$2,451.25
Total Year One	\$14,707.50
Deposit Year Two	\$3,842.50
October	\$3,842.50
November	\$3,842.50
December	\$3,842.50
January	\$3,842.50
February	\$3,842.50
March	\$3,842.50
April	\$3,842.50
May	\$3,842.50
June	\$3,842.50
July	\$3,842.50
August	\$3,842.50
September	\$3,842.50
Total Year Two	\$49,952.50

Total amount: \$64,660.00

Seen, Agreed, and Accepted for the Club

By: _____ Dated: _____
Authorized Representative

Printed Name _____ Title _____

ADDENDUM TWO
SAVE Affidavit

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

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

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

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

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

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

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

___ DAY OF _____, 20___

NOTARY PUBLIC

My Commission Expires:

Cherokee County, Georgia Agenda Request

Agenda No.

2 . 4

SUBJECT: Sidewalk Trip Hazard Removal Services
Repair Contract

MEETING DATE: April 2, 2013

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider a Sidewalk Trip Hazard Removal Services Contract with MRC Group, LLC, to perform sidewalk repairs, countywide, as needed.

FACTS AND ISSUES:

With the aging sidewalk infrastructure in the residential neighborhoods in Cherokee County, the Roads & Bridges Division receives numerous complaints that are a result of settled sidewalk slabs that lead to trip hazards. The sidewalk panels can be ground or milled to remove these trip hazards rather than being replaced, saving not only construction costs and inconvenience to neighboring residents but time. This proposal includes costs associated with removing trip hazards in existing sidewalks by grinding the concrete on the sidewalks.

Two (2) companies submitted proposals for this work.

BUDGET:

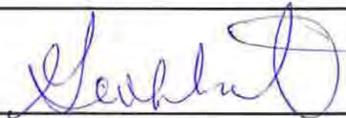
Budgeted Amount:	\$50,000.00	Account Name: SPLOST – Misc. Sidewalk Const.
Amount Encumbered:	\$ 0.00	Account #: 64009
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

Approval of a Sidewalk Trip Hazard Removal Services contract with MRC Group, LLC, to perform sidewalk repairs, countywide, as needed.

REVIEWED BY:

DEPARTMENT HEAD: _____



COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Procurement Summary

Date Submitted: 5-Mar-13
Submitted by: Kristi Thompson *KT*
PSA Number: 2013-17
Period of Performance: 1 Yr; 2 1-yr renewals (3 yr max)
Recommended Supplier Name: MRC Group, LLC
General Description of Purchase: Sidewalk Trip Hazard Removal
Source of Funds: Operation, SPLOST

Background

The Public Works Department puts out annual services contracts to select vendors. During the year on a project by project basis Task Orders are awarded to the selected vendors.

Source Selection

This project was advertised on the County's website on January 8, 2013 and bids were received on January 31, 2013. Bids were received from 2 firms and both were reviewed as responsive. Recommendation of award to MRC Group determined by their lowest price.

Cherokee County Business Involvement:

- No CC Business submitted bid/proposal
- CC Business bid/proposal deemed non-responsive, not-responsible
- CC Business Not Within 5% of Low Bid

Fair and Reasonable Price Determination

The contract was released for open and fair competition. Award was based on low bid (per inch/foot and mobilization).

Special Considerations

3 Year total term; 1 yr auto renewals on January 1st for two years

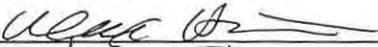
Recommendation

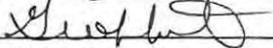
Procurement recommends contract award to MRC Group LLC

CHEROKEE COUNTY BOARD OF COMMISSIONERS
 RFB 2013-17 SIDEWALK TRIP HAZARD REMOVAL
 BID OPENING: JANUARY 31, 2013 @ 9:50AM

COMPANY/BIDDER	NONCOLLUSION AFFIDAVIT	SIDEWALK TRIP HAZARD REMOVAL, INCH-FOOT	MOBILIZATION, EACH
MRC Group LLC	✓	11.95/LF	195.00
GA Safe Sidewalks	✓	27.00/in-ft	1500.00

BID OPENING ATTENDEES





Geoff Morton

From: Mark Clement <mclement13@charter.net>
Sent: Monday, February 18, 2013 1:11 PM
To: Geoff Morton
Subject: MRC Group LLC
Attachments: Scan0006.pdf; OUTDOOR SOLUTIONS COMMERCIAL PAGE feb 2013.pdf

Importance: High

Mr. Morton,

Thank you for allowing me to convert my linear feet to inch-feet.

Using in / ft method of determining amount of concrete cut the quote would be \$23.90 in ft.

Kind Regards,

Mark Clement
MRC Group LLC
770-534-9641





Cherokee County Government

Engineering Department
Capital Program Management
1130 Bluffs Parkway
Canton, GA 30114
678-493-6077 FAX 678-493-6088
www.cherokee.ga.com

February 18, 2013

Mr. Mark Clement
MRC Group, LLC
1711 Cove Point
Gainesville, Georgia 30501

Re: Sidewalk Trip Hazard Removal Services
Contract Documents

Dear Mr. Clement:

Attached please find three (3) copies of the contract for the above referenced project for executing.

Please note that in addition to completing and signing the contract, you are also responsible for filling out Exhibits D, E, F, G, H and I.

The award of the contract is expected to be made at the March 19, 2013 Board of Commissioners meeting. If you could execute the contracts and return them, as well as a copy of your insurance certificate, to me by Wednesday, March 14, 2013, it would be appreciated.

If any additional information or clarification is required please contact us at 678-493-6077.

Sincerely,

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

Geoffrey E. Morton, P.E.
County Engineer

Attachments

Cc: Tommie Gray



Cherokee County Government

Engineering Department
Capital Program Management
1130 Bluffs Parkway
Canton, GA 30114
678-493-6077 FAX 678-493-6088
www.cherokeega.com

February 11, 2013

Mr. Mark Clement
MRC Group, LLC
1711 Cove Point
Gainesville, Georgia 30501

Re: Sidewalk Trip Hazard Removal
Bid Document - Question

Dear Mr. Clement:

Cherokee County is in receipt of your proposal for Sidewalk Trip Hazard Removal. The proposal document requested the unit price for sidewalk trip hazard removal be quoted per Inch-Foot as described below:

Pricing is based upon the size of each trip hazard and the subsequent amount of concrete removed for each trip hazard. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the trip hazard measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

Example: Height on high side (1/2") + Height on low side (1/4") x Length of cut (4') = 1.5 inch-feet.

The proposal you submitted quoted sidewalk trip hazard removal in linear feet. Please provide that in an inch-foot cost so that we can fairly compare your bid with the others submitted.

You can email me that unit price at gmorton@cherokeega.com. If any additional information or clarification is required please contact us at 678-493-6077.

Sincerely,

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

Geoffrey E. Morton, P.E.
County Engineer

Cc: Tommie Gray

Notice to Contractors

RFB NO.: 2013-17

The Cherokee County Roadway Capital Program Management Division is requesting bids for the following project: Sidewalk Trip Hazard Removal at various locations throughout Cherokee County.

If your company is interested in submitting a bid for this project, please provide three (3) copies of your bid in a sealed envelope of sufficient size with the following clearly typed or printed on the outside.

1. Company Name
2. Bid Number:
3. Date and Hour of Opening

Sealed bids will be received by **The Board of Commissioners of Cherokee County, Georgia in the Office of Purchasing, Upper Level, 1130 Bluffs Parkway, Canton, Georgia 30114**, until 9:50 a.m. local time Thursday, January 31, 2013. At 10:00 a.m. local time on the above date, the bids will be opened and read aloud.

Any inquiries concerning this bid should be made in writing to Geoffrey E. Morton, P.E., County Engineer, Public Works Agency Director, 1130 Bluffs Parkway, Canton, Georgia 30114. The deadline for making inquiries is 5:00 p.m. local time Thursday, January 24, 2013. Cherokee County shall inform all bidders of its response to any inquiries that may lead to the issuance of an addendum.

The work to be done consists of the furnishing of all material, labor and equipment for the following project: **Sidewalk Trip Hazard Removal.**

The bidder is required to submit only the Bid Proposal, which includes:

1. Completed Bid Proposal Form
2. Completed Schedule of Items (Sign each page)
3. Noncollusion Affidavit of Prime Bidder

Bidding Documents are open to the public at the Office of Roadway Capital Program Management, 1130 Bluffs Parkway, Canton, Georgia 30114.

A complete set of documents may be obtained from the Cherokee County Roadway Capital Program Management Department, 1130 Bluffs Parkway, Canton, Georgia 30114. Telephone: (678) 493-6077.

The Bidder shall be responsible for performing at least 50 percent of the work in this contract. The Bidder shall not sub-contract, transfer, assign or otherwise dispose of the contract or any portion thereof, without the written consent of the County. The Cherokee

County Board of Commissioners reserves the right to reject all bids and waive formalities. Any claims for cost incurred by any Bidder in preparation of any part of or total package for this project will not be considered for reimbursement by Cherokee County.

The Bidding Documents consist of the following, including all addenda issued therewith and forms referenced therein, in addition to the plans:

Notice to Contractors
Bid Proposal
Completed Schedule of Items
Noncollusion Affidavit of Prime Bidder
Sample Contract
General Conditions

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.

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.

Geoffrey E. Morton, P.E.
County Engineer

PROPOSAL

Bid Proposal (page 1 of 3)

Proposal _____ of
(Hereinafter called "Bidder") a contractor organized and existing under the laws of the
State of GEORGIA and doing business as MRC GROUP LLC.

TO: Cherokee County
(Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Notice to contractors and all Bidding Documents for the **Sidewalk Trip Hazard Reduction** contract, having examined the plans and specifications with related documents and the site of other proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract, on the form provided by Cherokee County, with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, the intent, and completion of the Contract, shall be deemed to have been included in the price bid for the various items scheduled.

Bidder agrees to provide payment and performance bonds on the forms provided by Cherokee County and in conformance with applicable Georgia law. Any such bonds shall be subject to review and approval of the County Attorney.

Bidder, if successful, prior to commencement of the work shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment with seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as specified by the schedule in Special Provision Section 108-08 of the Georgia Department of Transportation Standard Specifications, 2001 Edition. .

Bid Proposal (page 2 of 3)

Bidder acknowledges receipt of the following addenda:

The undersigned Bidder further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable hereon shall be forfeited to the County not as a penalty, but as liquidated damages because actual damages would be difficult or impossible to determine; otherwise, the check or Bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by the direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing bid as principals, are named as follows:

MARK CLEMENT 1711 COVE POINT GAINESVILLE, GA 30501

Signed, sealed, and dated this 30 Day of JANUARY, 2013.

Bidder:

(Company Name)

By: MRC GROUP LLC

Title: OWNER

Mailing Address:

1711 COVE POINT
GAINESVILLE GA 30501

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of GEORGIA)

)ss.

County of HALL/ CHEROKEE)

Mark Clement, being first
duly sworn, deposes and says that:

(1) He is MARK CLEMENT (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 or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) 

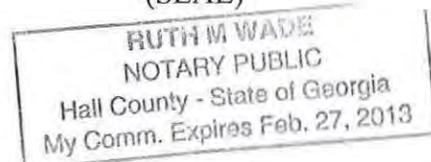
Name Mark Clement

Title Owner

Subscribed and Sworn to before me
this 30 Day of JANUARY, 2013.



(SEAL)

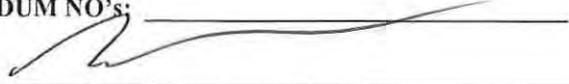


BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
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1	Sidewalk Trip Hazard Removal	Inch-Foot	**	\$11.95/LN	FT
2	Mobilization	Each	***	\$195	
				Total:	

ADDENDUM NO's: _____



Signature of Bidder

- ** Quantity of work will vary and will be assigned by individual work order.
- *** Only one mobilization cost will be included per work order issued by the County.

PROJECT SPECIFICATIONS

All work is to meet compliance with ADA guidelines on each and every trip hazard repair. Those guidelines are as follows:

303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.

Vertical Change in Level

303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope	Maximum Rise
Steeper than 1:10 but not steeper than 1:8	3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10	6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

PROJECT REQUIREMENTS

Each trip hazard will be removed to a 0" height difference between panels.

The entire trip hazard will be removed from one side of the walkway to the other.

Only the elevated slab is to be corrected; the opposing slab is to be left pristine.

The repaired surface will be flat and smooth with no ridges, peaks or valleys.

The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.

A dust containment system will be utilized during the repair process to keep dust to a minimum.

All concrete debris removed from the sidewalk will be removed from the site and disposed of by the Contractor.

The panel under repair will be swept and blown off.

During project production, the County will be supplied with a daily summary of progress at the end of each production day.

MEASUREMENT AND PAYMENT

Pricing is based upon the size of each trip hazard and the subsequent amount of concrete removed for each trip hazard. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the trip hazard measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

Example: Height on high side (1/2") + Height on low side (1/4") x Length of cut (4') = 1.5 inch-feet.



Cherokee County
Board of Commissioners

Department of Transportation
1130 Bluffs Parkway
Canton, Georgia 30114

Bid Documents

SIDEWALK TRIP HAZARD REMOVAL

RFB NO. : 2013-17

BID DATE:

Section One

Bid Documents

Bid Proposal

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Noncollusion Affidavit of Prime Bidder	Page 9
Schedule of Items	Page 10
Specifications	Page 11-12

Section One

Notice to Contractors

RFB NO.: 2013-17

The Cherokee County Roadway Capital Program Management Division is requesting bids for the following project: Sidewalk Trip Hazard Removal at various locations throughout Cherokee County.

If your company is interested in submitting a bid for this project, please provide three (3) copies of your bid in a sealed envelope of sufficient size with the following clearly typed or printed on the outside.

1. Company Name
2. Bid Number:
3. Date and Hour of Opening

Scaled bids will be received by **The Board of Commissioners of Cherokee County, Georgia in the Office of Purchasing, Upper Level, 1130 Bluffs Parkway, Canton, Georgia 30114**, until 9:50 a.m. local time Thursday, January 31, 2013. At 10:00 a.m. local time on the above date, the bids will be opened and read aloud.

Any inquiries concerning this bid should be made in writing to Geoffrey E. Morton, P.E., County Engineer, Public Works Agency Director, 1130 Bluffs Parkway, Canton, Georgia 30114. The deadline for making inquiries is 5:00 p.m. local time Thursday, January 24, 2013. Cherokee County shall inform all bidders of its response to any inquiries that may lead to the issuance of an addendum.

The work to be done consists of the furnishing of all material, labor and equipment for the following project: **Sidewalk Trip Hazard Removal**.

The bidder is required to submit only the Bid Proposal, which includes:

1. Completed Bid Proposal Form
2. Completed Schedule of Items (Sign each page)
3. Noncollusion Affidavit of Prime Bidder

Bidding Documents are open to the public at the Office of Roadway Capital Program Management, 1130 Bluffs Parkway, Canton, Georgia 30114.

A complete set of documents may be obtained from the Cherokee County Roadway Capital Program Management Department, 1130 Bluffs Parkway, Canton, Georgia 30114. Telephone: (678) 493-6077.

The Bidder shall be responsible for performing at least 50 percent of the work in this contract. The Bidder shall not sub-contract, transfer, assign or otherwise dispose of the contract or any portion thereof, without the written consent of the County. The Cherokee

County Board of Commissioners reserves the right to reject all bids and waive formalities. Any claims for cost incurred by any Bidder in preparation of any part of or total package for this project will not be considered for reimbursement by Cherokee County.

The Bidding Documents consist of the following, including all addenda issued therewith and forms referenced therein, in addition to the plans:

Notice to Contractors
Bid Proposal
Completed Schedule of Items
Noncollusion Affidavit of Prime Bidder
Sample Contract
General Conditions

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.

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.

Geoffrey E. Morton, P.E.
County Engineer

PROPOSAL

Bid Proposal (page 1 of 3)

Proposal _____ of
(Hereinafter called "Bidder") a contractor organized and existing under the laws of the
State of GEORGIA and doing business as GEORGIA SAFE SIDEWALKS

TO: Cherokee County
(Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Notice to contractors and all Bidding Documents for the **Sidewalk Trip Hazard Reduction** contract, having examined the plans and specifications with related documents and the site of other proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract, on the form provided by Cherokee County, with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, the intent, and completion of the Contract, shall be deemed to have been included in the price bid for the various items scheduled.

Bidder agrees to provide payment and performance bonds on the forms provided by Cherokee County and in conformance with applicable Georgia law. Any such bonds shall be subject to review and approval of the County Attorney.

Bidder, if successful, prior to commencement of the work shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment with seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as specified by the schedule in Special Provision Section 108-08 of the Georgia Department of Transportation Standard Specifications, 2001 Edition. .

Bid Proposal (page 2 of 3)

Bidder acknowledges receipt of the following addenda:

The undersigned Bidder further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable hereon shall be forfeited to the County not as a penalty, but as liquidated damages because actual damages would be difficult or impossible to determine; otherwise, the check or Bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by the direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing bid as principals, are named as follows:

TODD FULK

7403 16TH AVE NW

BRADENTON, FL 34209

Signed, sealed, and dated this 16 Day of JANUARY, 2013.

Bidder: GEORGIA SAFE SIDEWALKS
(Company Name)

By: TODD FULK

Title: PRESIDENT / OWNER

Mailing Address: P.O. BOX 14685
BRODENTON, FL 34280

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA)

)ss.

County of MANATEE)

_____, being first
duly sworn, deposes and says that:

(1) He is OWNER (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)

Todd Fulk

Name

TODD FULK

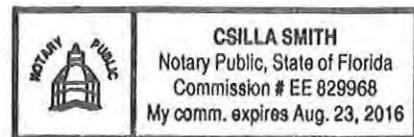
Title

PRESIDENT / OWNER

Subscribed and Sworn to before me
this 16 Day of January, 2013.

Csilla Smith

(SEAL)



BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
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303 Changes in Level

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.

Vertical Change in Level

303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

405 Ramps

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope1 Maximum Rise

Steeper than 1:10 but not steeper than 1:8 3 inches (75 mm)

Steeper than 1:12 but not steeper than 1:10 6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

PROJECT REQUIREMENTS

Each trip hazard will be removed to a 0" height difference between panels.

The entire trip hazard will be removed from one side of the walkway to the other.

Only the elevated slab is to be corrected; the opposing slab is to be left pristine.

The repaired surface will be flat and smooth with no ridges, peaks or valleys.

The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.

A dust containment system will be utilized during the repair process to keep dust to a minimum.

All concrete debris removed from the sidewalk will be removed from the site and disposed of by the Contractor.

The panel under repair will be swept and blown off.

During project production, the County will be supplied with a daily summary of progress at the end of each production day.

MEASUREMENT AND PAYMENT

Pricing is based upon the size of each trip hazard and the subsequent amount of concrete removed for each trip hazard. Each trip hazard is measured for height and length. We use a unit of measure we refer to as "inch-foot".

An inch-foot equals the average height of the trip hazard measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

Example: Height on high side (1/2") + Height on low side (1/4") x Length of cut (4') = 1.5 inch-feet.

Cherokee County, Georgia Agenda Request

Agenda No.

2.5

SUBJECT: Professional Services Agreement for
Land Surveying and Environmental Consulting Services

MEETING DATE: April 2, 2013

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider Professional Services Agreement with Moreland Altobelli Associates, Inc., to perform land surveying, minor design and environmental consulting services for County roadway construction projects.

FACTS AND ISSUES:

The roadway Capital Program Management Division uses the services of land surveying firms to provide strip topography along sections of roadway, including both drainage and earthwork cross-sections. Required services also include right-of-way staking, construction staking, resetting corner pins, boundary surveys and preparation of road abandonment plats on roadway projects constructed by the County's Roads & Bridges Division.

The roadway Capital Program Management Division also utilizes the services of civil engineering firms to provide minor designs for roadway projects that are completed in-house by the Roads & Bridges Division.

Additionally, the roadway Capital Program Management Division utilizes the services of an engineering firm to provide determinations for state waters, wetlands and required buffers, preparation of stream buffer variances, preparation of Army Corps of Engineers permitting, etc., as needed for County roadway improvement projects

BUDGET:

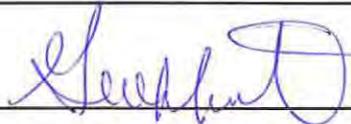
Budgeted Amount:	\$ 100,000.00	Account Name: Miscellaneous Survey-Design
Amount Encumbered:	\$ 0.00	Account #: 64011
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 0.00	

ADMINISTRATIVE RECOMMENDATION:

Approval of Professional Services Agreement with Moreland Altobelli Associates, Inc., to perform land surveying, minor design and environmental consulting services for County roadway construction projects.

REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:

2013

	REGISTERED LAND SURVEYOR	THREE MAN SURVEY CREW	TWO MAN SURVEY CREW	1 PERSON TO DO DEED RESEARCH AND/OR WRITE LEGAL DESCRIPTIONS	CADD OPERATOR	ENGINEERING TECHNICIAN	SAMPLE TASK: 2hrs - RLS; 40 hrs 3 man crew; 80 hrs 2 man crew; 8 hrs deed research; 40 hrs CADD work; 8 hrs Eng Tech	
Martin Surveying	\$ 49.95	\$ 74.95	\$ 69.95	\$ 29.95	\$ 29.95	\$ 29.95	\$ 10,371.10	1
Southeastern Engineering	\$ 70.00	\$ 90.00	\$ 70.00	\$ 45.00	\$ 42.00	\$ 55.00	\$ 11,820.00	2
American Engineers	\$ 80.00	\$ 90.00	\$ 80.00	\$ 30.00	\$ 35.00	\$ 50.00	\$ 12,200.00	3
Moreland Altobelli	\$ 72.50	\$ 100.00	\$ 85.00	\$ 55.00	\$ 42.50	\$ 48.00	\$ 13,469.00	4
Ross Consultants	\$ 78.00	\$ 95.00	\$ 83.00	\$ 45.00	\$ 55.00	\$ 55.00	\$ 13,596.00	5
Gaskins Surveying	\$ 87.00	\$ 122.50	\$ 97.50	\$ 45.00	\$ 55.00	\$ 60.00	\$ 15,914.00	
McFarland Dyer	\$ 85.00	\$ 110.00	\$ 95.00	\$ 75.00	\$ 65.00	\$ 75.00	\$ 15,970.00	
KCI Technologies	\$ 95.00	\$ 125.00	\$ 95.00	\$ 50.00	\$ 70.00	\$ 80.00	\$ 16,630.00	
Long Engineering	\$ 120.00	\$ 132.00	\$ 100.00	\$ 55.00	\$ 55.00	\$ 65.00	\$ 16,680.00	
Vaughn & Melten Eng	\$ 115.00	\$ 140.00	\$ 100.00	\$ 70.00	\$ 55.00	\$ 70.00	\$ 17,150.00	
Croy Engineering	\$ 80.00	\$ 135.00	\$ 105.00	\$ 65.00	\$ 60.00	\$ 80.00	\$ 17,520.00	
Engineering 303	\$ 115.00	\$ 150.00	\$ 125.00	\$ 54.00	\$ 70.00	\$ 85.00	\$ 20,142.00	
McKim & Creed	\$ 105.00	\$ 150.00	\$ 120.00	\$ 65.00	\$ 80.00	\$ 85.00	\$ 20,210.00	
Stamteck Consulting	\$ 125.00	\$ 140.00	\$ 125.00	\$ 80.00	\$ 80.00	\$ 90.00	\$ 20,410.00	
Wiley Wilson	\$ 121.57	\$ 186.87	\$ 129.68	\$ 57.50	\$ 57.50	\$ 62.30	\$ 21,350.74	
Travis Pruitt & Assoc	\$ 120.00	\$ 175.00	\$ 135.00	\$ 80.00	\$ 80.00	\$ 100.00	\$ 22,680.00	
Ron Kirkland	\$ 75.00	\$ 120.00	\$ 90.00	\$ 25.00	\$ 50.00			

2013

		STAFF BIOLOGIST/ECOLOGIST	PROJECT BIOLOGIST/ECOLOGIST	SENIOR BIOLOGIST/GEOLOGIST	PRINCIPAL	CONSULTANT	TECHNICIAN	CLERICAL	SAMPLE TASK: 40 hrs - Staff Biologist; 20 hrs Project Biologist; 10 hrs Senior Biologist; 2 hrs Principal; 2 hrs Consultant; 40 hrs Technician; 8 hrs Clerical	OFFICE LOCATION	GDOT PREQUALIFICATION ATTACHED	FRESHWATER AQUATIC SURVEY QUALIFIED	STATE PERMIT FOR COLLECTING ENDANGERED SPECIES	FEDERAL PERMIT FOR COLLECTING ENDANGERED SPECIES	NOTES
Moreland Altobelli		\$ 48.00	\$ 55.00	\$ 65.00	\$ -	\$100.00	\$ 45.00	\$ 37.50	\$ 5,970.00	Norcross	Y	N			
Contour Environmental		\$ 55.00	\$ 65.00	\$ 75.00	\$ 90.00	\$ 85.00	\$ 45.00	\$ 35.00	\$ 6,680.00	Kennesaw					
CCR Environmental		\$ 60.00	\$ 60.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 45.00	\$ 45.00	\$ 6,950.00	Atlanta	Y		Y	Y	
Terrabuild USA		\$ 70.00	\$ 70.00	\$ 70.00	\$ 85.00	\$ 85.00	\$ 45.00	\$ 25.00	\$ 7,240.00	Atlanta					
Register - Nelson		\$ 60.00	\$ 75.00	\$ 95.00	\$ 108.00	\$108.00	\$ 45.00	\$ 25.00	\$ 7,282.00	Stockbridge	Y	Y			
United Consulting		\$ 70.00	\$ 70.00	\$ 90.00	\$ 110.00	\$110.00	\$ 39.00	\$ 30.00	\$ 7,340.00	Norcross					
URS Corporation		\$ 52.00	\$ 67.00	\$112.00	\$ 124.00	\$ 67.00	\$ 52.00	\$ 50.00	\$ 7,402.00	Atlanta					Using CCR as sub for species
Corblu Ecology, LLC		\$ 65.00	\$ 75.00	\$ 95.00	\$ 125.00	\$ -	\$ 50.00	\$ 40.00	\$ 7,620.00	Woodstock	Y	Y	Y	Y	
S&ME, Inc.		\$ 75.00	\$ 85.00	\$ 95.00	\$ 115.00	\$125.00	\$ 55.00	\$ 45.00	\$ 8,690.00	Kennesaw					
Travis Pruitt & Assoc		\$ 75.00	\$100.00	\$120.00	\$ 175.00	\$150.00	\$ 80.00	\$ 60.00	\$ 10,530.00	Norcross					
EGC, Inc.															No fees provided



Cherokee County Board of Commissioners

Department of Transportation
1130 Bluffs Parkway
Canton, Georgia 30114

RFP: 2013-10
Annual Land Surveying Services Contract
&
RFP: 2013-13
Annual Environmental Consulting Services Contract

Award Date: April 2, 2013

Consultant: Moreland Altobelli Associates, Inc.
2211 Beaver Ruin Road
Suite 190
Norcross, Georgia 30071

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 **MORELAND ALTOBELLI ASSOCIATES, INC.** ("Consultant"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Land Surveying and/or Environmental Consulting 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; and

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Cherokee County Roadway Capital Program Management Division utilizes the services of an engineering firm to provide surveying services and/or environmental consulting services for the 2013 calendar year.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of providing strip topography along sections of roadway, including both drainage and earthwork cross-sections. Plan sheets of the roadway plan and profile and corresponding cross-sections are provided to the County's Roadway Capital Program Management Division. Required services also include right-of-way staking, construction staking, resetting corner pins and minor design on roadway projects constructed by the County's Roads & Bridges Division.

The Work to be completed under this Agreement (the "Work") also consists of providing determinations for state waters, wetlands and required buffers, preparation of stream buffer

variances, preparation of Army Corps of Engineers permitting, etc., as needed for County roadway improvement projects

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, 2013. 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. The Work on individual projects shall be completed on or about 60 days after an individual notice to proceed for each specific project is issued. Work is completed on a project basis.

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.

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 services performed and costs incurred by Consultant upon certification by the County that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for services performed

and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not, in any case, exceed the following, except as outlined in Section II(C) above:

Land Surveying Services:

Registered Land Surveyor:	\$72.50/HR	
Three man survey crew:	\$100.00/HR	
Two man survey crew:	\$85.00/HR	
1 person for deed research, writing legal descriptions, etc.:		\$55.00/HR
CADD Operator:	\$42.50/HR	
Engineering Technician:	\$48.00/HR	

Environmental Consulting Services:

Principal:	\$0.00/HR
Consultant:	\$100.00/HR
Senior Biologist/Ecologist:	\$65.00/HR
Project Biologist/Ecologist:	\$55.00/HR
Staff Biologist/Ecologist:	\$48.00/HR
Technician:	\$45.00/HR
Clerical:	\$37.50/HR

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

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

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

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

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

H. Independent Contractor

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

I. Insurance

(1) Requirements:

The Consultant shall have and maintain in full force and effect for the

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

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

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

- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

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

J. Employment of Unauthorized Aliens Prohibited

(1) **E-Verify Affidavit**

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

employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

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

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

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

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

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

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

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

(2) SAVE Affidavit and Secure Verifiable Document

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

K. Records, Reports and Audits

(1) Records:

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

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

M. Confidentiality

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

N. Licenses, Certifications and Permits

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

O. Key Personnel

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

P. Authority to Contract

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

Q. Ownership of Work

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

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to **Moreland Altobelli Associates, Inc.**, in order for Consultant to complete the Work.

B. County's Representative

Geoffrey E. Morton 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 **Geoffrey E. Morton** for the County and **Buddy Gratton** for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

Buddy Gratton, P.E.
Moreland Altobelli Associates, Inc.
2211 Beaver Ruin Road
Suite 190
Norcross, Georgia 30071

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]

MORELAND ALTOBELLI ASSOCIATES, INC.

Buddy A
By: Buddy Gratton
Its: President

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Kimberly Coan

Witness

Danielle Tapley
Notary Public

[NOTARY SEAL]

My Commission Expires:

12/26/15



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:

53328
Federal Work Authorization User Identification Number

9/10/07
Date of Authorization

Moreland Altobelli Associates, Inc.
Name of Contractor

Annual Land Surveying & Environmental Consulting Services
Name of Project

Cherokee County
Name of Public Employer

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

Executed on March, 21st, 2013 in Norcross (city),
GA (state).

[Signature]
Signature of Authorized Officer or Agent

Buddy Gratton
Printed Name and Title of Authorized Officer or Agent

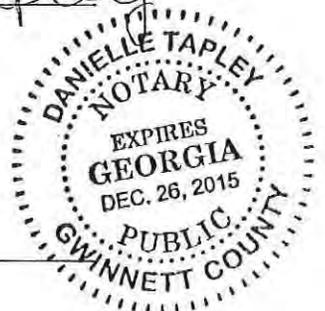
SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 21st DAY OF
March, 2013

Danielle Tapley
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

12/26/15



N/A

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

Name of Project

Name of Public Employer

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

Executed on _____, __, 201__ in _____(city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"
SAVE Affidavit

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

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

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

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

The secure and verifiable document provided with this affidavit can best be classified as:
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), Georgia (state).

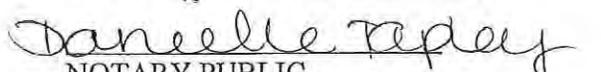


Signature of Applicant

Buddy Gratton

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21st DAY OF March, 2013



NOTARY PUBLIC
My Commission Expires: 12/24/15

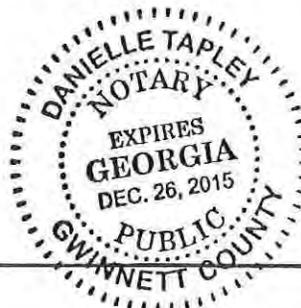


EXHIBIT "D"
KEY PERSONNEL

The following list is our key personnel for this project.

<u>Name</u>	<u>Position</u>	<u>Telephone Number</u>
Don Jones, RLS	Project Manager (Survey)	770-263-5945
Ronnie Joiner, RLS	Quality Assurance (Survey)	770-263-5945
Buddy Gratton, PE	Principal In Charge	770-263-5945
Mike Wilson	Project Manager (Env)	770-263-5945
Tish Stultz	QA/QC (Env)	770-263-5945
Matt Chamblee	Ecologist	770-263-5945



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2013

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 (770)939-3231 Ext. Manry & Heston, Inc. Joe Bradley PO Box 49607 Atlanta, GA 30359	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: TRAVELERS INDEMNITY COMPANY (A+; XV)		25658
INSURER B: MARKEL INSURANCE COMPANY (A; XIV)		38970
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED MORELAND ALTOBELLI ASSOCIATES, INC.
2211 BEAVER RUIN ROAD
SUITE 190
NORCROSS, GA 30071

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.

NSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	Y	P-630-8014N34A	08/01/12	08/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTOR						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	X	Y	P-810-8014N34A	08/01/12	08/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	Y	Y	PCUP-8014N34A	08/01/12	08/01/13	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> OCCUR						AGGREGATE \$ 3,000,000
	EXCESS LIAB						CLAIMS-MADE
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	UB-8014N34A	08/01/12	08/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY			AE-822247	09/15/12	09/15/13	OCCURRENCE 1,000,000
							AGGREGATE 2,000,000
							DEDUCTIBLE 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: RFP: 2013-10 - ANNUAL LAND SURVEYING SERVICES CONTRACT & RFP: 2013-13 - ANNUAL ENVIRONMENTAL CONSULTING SERVICES CONTRACT

GENERAL LIABILITY IS PRIMARY & NON-CONTRIBUTING

CERTIFICATE HOLDER	CANCELLATION
CHEROKEE COUNTY BOARD OF COMMISSIONERS DEPT OF TRANSPORTATION 1130 BLUFFS PKWY CANTON GA 30114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**Cherokee County, Georgia
Agenda Request**

2.6

SUBJECT: Mental Health Court

MEETING DATE: 04/02/2013

SUBMITTED BY: Keith Wood, Probate Court

COMMISSION ACTION REQUESTED:

Notification of Board of Commissioners of intent to submit a grant application to Criminal Justice Coordinating Council (CJCC) for funds to establish a Mental Health Court in Cherokee County.

FACTS AND ISSUES:

For the past several years, there has been growing recognition by the courts and law enforcement that many of the people seen in the jails and the criminal courts on a repeat basis often suffer from either undiagnosed or untreated mental illness. Because of the lack of state mental health services or the inability to seek such services, these defendants often wind up housed in the county jail for extended periods, taking beds away from the criminals we actually need to be afraid of. In recognition of these issues, the state has made funds available by means of a non-matching grant through the CJCC for jurisdictions that want to establish a mental health courts.

The goal of a mental health court would be to identify, early in the criminal justice process, those mentally ill persons who may benefit from an accountability court setting. The court would work with those persons to connect them with services such as treatment, housing and counseling, with the goals of giving them life stability and reducing the likelihood that they are going to re-offend. The court would, of course, be voluntary.

This is an effort that is being supported by law enforcement, the courts, and the local mental health agency.

At this time, notice is being given that this grant is being applied for. Depending on the funding available, if any, formal approval of the establishment of the court would be sought at a later date.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

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

Contract Approval Required: Yes No

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

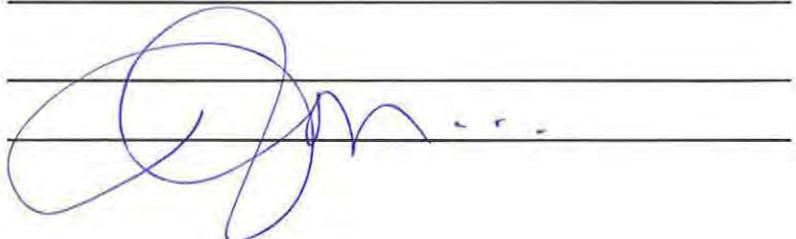
ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____





CRIMINAL JUSTICE COORDINATING COUNCIL

104 Marietta Street, NW • Suite 440 • Atlanta, GA • 30303-2743
404/657-1956 • 877/231-6590 • 404/657-1957 (Fax) • 404/463-7650 (TTY)

At the direction of the
Accountability Court Funding Committee,
the Criminal Justice Coordinating Council (Council) is pleased to announce
that it is seeking applications for competitive funding for qualified new and existing
Accountability Courts in the State of Georgia.

State of Georgia Accountability Court Funding Program FY'14 Solicitation Packet

Eligibility

Applicants are limited to local entities for new and existing Accountability Courts. Felony Court submissions are limited to one application per circuit, per court type (i.e. Adult Drug, Veterans, or Mental Health Court). State, Magistrate and Juvenile Court submissions are limited to one application per county, per court type (i.e. DUI, Family Dependency Treatment, Juvenile Drug, or Juvenile Mental Health Court).

Deadline

Applications are due by 5:00 p.m. on Monday, April 8, 2013.

Available Funding

The amount available for distribution will be determined by the legislature in the 2013 session.

Award Period

July 1, 2013 through June 30, 2014.

Webinar

March 13, 2013. Details will be e-mailed and posted on www.gaaccountabilitycourts.org. There will also be an optional, in person workshop on March 20, 2013. Please see the website for details.

Contact Information

For assistance with the requirements of this solicitation, contact: Lori M. Jourdain, Accountability Court Funding Committee at lorimjourdain@gmail.com.

Release Date: March 8, 2013

State of Georgia Accountability Court Funding Program FY '14 Solicitation Packet

SECTION I: OVERVIEW AND INSTRUCTIONS

Criminal Justice Coordinating Council

The Criminal Justice Coordinating Council (the Council) is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-four members representing various components of the criminal justice system.

Overview of the State of Georgia's Accountability Court Funding Program

The Georgia Accountability Court (GAC) Funding Program was created in 2012 by the Georgia Legislature and by Governor Nathan Deal to provide courts with the critical funding necessary to support the growth of Accountability Courts in Georgia to reduce the prison population.

How to Apply

Interested applicants should review the FY14 Solicitation Packet in its entirety, complete a Request for Funding Application (Sections IV – VII) and submit the completed application, including the requested information and all required attachments, using the link on the Council's website at cjcc.georgia.gov on or before 5 p.m., April 8, 2013. This form and provided budget detail are the only acceptable formats for submitting the narratives and budget for this GAC funding year. Any application that does not adequately answer all applicable questions will be considered incomplete and will not be reviewed for funding.

SECTION II: SOLICITATION PROCESS

Please read and understand the Certification for Accountability Court Funding (page 2) before completing the application. All accountability courts are required to submit a proposed budget/narrative for all funds requested through this grant.

Existing Courts

Answer all of the questions in sections IV through VII. In section V, please answer only the subsection that applies to your court.

Implementation Courts

Answer all of the questions in sections IV through VII to the best of your ability. In section V, please answer only the subsection that applies to your court. The committee understands that you may not have answers to all of the questions yet, but expects that you have thought through all of the issues related to each question. You do NOT need to respond to the Performance Measure questions (section IV, #37-44).

Application Review

Applications will be reviewed and assessed by the Accountability Court Funding Committee members and its designated representatives who will consider the following:

1. Past compliance with all financial and programmatic reporting requirements;
2. Overall quality and completeness of the application;
3. Demonstration of clear, measurable and appropriate standards;
4. Demonstration of need including geographic location, local demographics, local statistics, other financial resources, etc.;
5. Adequate correlation between the cost of the project and the objective(s) to be achieved; and
6. Sharing resources among each accountability court within the circuit is strongly encouraged. All applications within each circuit will be reviewed together.

Only complete applications received by the deadline will be reviewed. **When an application is received by the Council, there is no commitment on the part of the Committee to fund an application or to fund it at the amount requested.** All areas of the budget are subject to review and approval. Decisions related to these budget areas are based on both eligibility and reasonableness. The Committee has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget.

Applications for funding will undergo several reviews. At any point during these reviews, a decision not to fund a project or any part thereof may be made. These decisions are within the complete discretion of the Committee.

Funding Decisions

All funding decisions related to GAC applications received in response to this solicitation are made by the Accountability Court Funding Committee and are based on the availability of funding. The Council will inform the applicants of funding decisions through grant awards. Applicants should not make assumptions regarding funding decisions until they have received official written notification of awards or denials signed by the Council Director.

Once an award is made, the Council maintains discretion to determine that a grantee is not compliant with applicable policies, and upon such a determination may terminate further funding and require reimbursement of grant funds to the Council.

Restrictions on Use of Funds

For this grant period, grant funds will not be allowed to be used for: out of state training, any part of a salary or pay supplements for state or county paid employees, office space, furniture (existing courts only), incentives, monthly cell phone charges and grant administrative overhead.

Supplantation

Funds must be used to supplement existing funds for program activities and cannot replace or supplant funds that have been appropriated for the same purpose.

SECTION III: POST-AWARD REQUIREMENTS

Grant Acceptance

Grantees wishing to accept FY14 funding must submit signed Acceptance Letters and Special Conditions to the CJCC Office by 5 p.m., June 28, 2013. The Accountability Court Funding Committee will assume your court rejects its FY14 award if these acceptance documents are not received by this submission deadline.

Special Conditions

At the time of the grant award, the Committee will assign special conditions, as the Committee deems appropriate for the program. The special conditions will outline the grantee's responsibilities, as well as state regulations that must be followed, as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed, signed and returned to the Council by 5 p.m., June 28, 2013 (see above).

One fourth of all awarded funding must be spent each quarter. Any unused funds each quarter end will be retained by the Council to be managed by the Accountability Court Funding Committee. This is a reimbursement grant. If awarded funds, your court will be required to submit check stubs and copies of invoices to CJCC for reimbursement on a quarterly basis.

Training is REQUIRED for each court that accepts grant funding. Please see www.gaaccountabilitycourts.org for the training dates and required attendees. Expenses for training will be reimbursed by the council.

Reporting Requirements

Recipients of this FY'14 grant award will be required to complete and submit quarterly reports due no later than 10 days after each quarter end. Failure to turn in quarterly reports in a timely fashion could result in an end to grant funding.

SECTION IV: APPLICATION FORM

Identifying Questions

1. Name of Accountability Court: CHEROKEE COUNTY MENTAL HEALTH COURT

2. Name of Judicial Circuit: Blue Ridge Judicial Circuit

Name of person filling out this application: B. Keith Wood

Your email address: bkwood@cherokeega.com

Your daytime phone number: (678) 493-6160

3. Type of Accountability Court. Check all that apply:

- | | |
|--|--|
| <input type="checkbox"/> Adult Felony Drug Court | <input type="checkbox"/> DUI Court |
| <input checked="" type="checkbox"/> Adult Mental Health Court | <input type="checkbox"/> Family Dependency Treatment Court |
| <input type="checkbox"/> Veteran's Court (please also select either drug court or mental health court) | <input type="checkbox"/> Juvenile Drug Court |
| | <input type="checkbox"/> Juvenile Mental Health Court |

4. What counties does/will your program serve?

County	# of Participants from County (as of 1/1/13)	How often do you hold accountability court in this county?	% of budget that comes from this county
Cherokee	0	0	0

5. If you are a felony drug court, has your team attended the implementation (DCPI) training conducted by the National Drug Court Institute (NDCI)? Yes No

If yes, when did you attend? _____

6. Indicate the type of funding and amount of funding (July 2013 – June 2014) for which you are applying (not your entire budget):

New Courts	Existing Courts
<input checked="" type="checkbox"/> \$ 163,622.00	<input type="checkbox"/> \$

7. When did/will your program begin? January 2014

8. Number of active participants (not including those who are AWOL) as of January 1, 2013 (for FDTC, include the total number of parents **and** children) 0

9. What is the participant capacity (or anticipated capacity for new courts) of your program (how many participants can you realistically and effectively serve)? 30

10. If your program is not at capacity, why not?

11. Please Provide the Following Information:

Court:

Name	CHEROKE COUNTY MENTAL HEALTH COURT
Street	90 North Street, Suite 340
City, State, Zip	Canton, Georgia 30114
Phone/ Fax	(678) 493-6160/(678) 493-6170
EIN	

Judge:

Name	B. Keith Wood	
Email	bkwood@cherokeega.com	<input checked="" type="checkbox"/> Attends Staffing? Yes <input checked="" type="checkbox"/> Attends Court/Status Hearings? Yes

Coordinator:

Name	To be determined	
Phone/ Fax		
Email		<input checked="" type="checkbox"/> Attends Staffing? Yes <input checked="" type="checkbox"/> Attends Court/Status Hearings? Yes

Is your coordinator a full time employee of the accountability court? Yes _____ If not, please explain who employs the coordinator. _____

Court Prosecutor:

Name	To be determined		
Email		Attends Staffing?	Yes
		Attends Court/Status Hearings?	Yes

Defense Attorney:

Name	To be determined		
Email		Attends Staffing?	Yes
		Attends Court/Status Hearings?	Yes

Treatment Provider:

Name/Agency	To be determined by competitive bid		
Street			
City, State, Zip			
Phone/ Fax			
Email		Attends Staffing?	Yes
		Attends Court/Status Hearings?	Yes

Other team members/ others attending staffing (add additional pages as necessary). Family Dependency Treatment Courts must include a DFCS representative, DFCS attorney and parent attorney. Juvenile Drug Courts must include a school system representative/liaison.

Name/Agency	Probation		
Email		Attends Staffing?	Yes
		Attends Court/Status Hearings?	Yes

Name/Agency	Compliance Officer		
Email		Attends Staffing?	Yes
		Attends Court/Status Hearings?	Yes

Name/Agency			
Email		Attends Staffing?	
		Attends Court/Status Hearings?	

Name/Agency			
Email		Attends Staffing?	
		Attends Court/Status Hearings?	

12. Do you have a local steering committee/advisory group (this group would include community members other than your team members)? No

13. Does your court have an independent 501(c)3? No If not, why not?

Court has not yet been established

14. Does your court have a formal policy on staff training requirements and continuing education?

No If yes, briefly describe the policy.

It is anticipated that a training policy will be created.

15. What training has your court attended in the past year?

Judge Wood attended the 2012 AOC Accountability Court Conference and anticipates attending this year as well

16. Do you have a structured written orientation program for new members of the team? No

Operating Questions

17. Describe your target population.

Adults who are currently facing either misdemeanor or felony charges and who have been diagnosed with a disorder on Axis I, Axis II, or both. The court anticipates limiting this target population to those whose criminal charges are likely a result of their disorder

18. Describe your eligibility criteria.

Must be an adult with pending criminal charges who have been diagnosed with a disorder on Axis I, Axis II, or both. The pending charges must not be for violent felonies or sexual offenses.

19. How many staffings do you conduct per month? 2 How often are your status hearings/court sessions? 2

20. How many days does a participant need to be clean (no positive drug screens) before he/she is eligible for graduation? 90 days

21. Does your court have regular field supervision/surveillance? Yes No On average, how often is each participant visited by surveillance? To be determined On average, how long is the unannounced visit? To be determined based on best practices Are your surveillance officers P.O.S.T. certified? Yes

22. Is there a binding Contract, Letter Agreement or MOU between your court and treatment provider that stipulates an agreed upon level of treatment services provided to your court for a specified fee? No
If no, why not? Upon the establishment of the court, MOUs will be entered into with all providers

23. What case management software program does the program coordinator use?
Not know but anticipated to be any program which may be offered by the State of Georgia for use by accountability courts

24. What is your annual treatment cost? Anticipated to be \$55,000.00 per year

Clinical Questions

25. What is your clinical eligibility criteria?

Must be an adult diagnosed on Axis I, Axis II, or both, of the DSM-IV-TR

26. What clinical screening tools does your court use (e.g., TCUDS, ASI, SASSI-2, etc)?

Will be determined based on recommendation of treatment provider

27. What risk/needs assessment tools does your court use (e.g., LSI-R, COMPAS)?

Will be determined based on recommendation of treatment provider although it is anticipated that LSI-R will be used

28. How do you determine what level of treatment is needed (e.g., ASAM, etc)?

Will be determined based on recommendation of treatment provider

29. What type of evidence based treatment does your court use? (e.g., CBI, MRT, etc)?

To be determined but likely CBI

30. Do you incorporate treatment that addresses criminogenic risk factors (those that are related to risk of recidivism)? Yes What is used (e.g., MRT, TFAC, etc)?

To be determined in consultation with treatment provider

31. How does the court ensure that the chosen tools/models are used consistently and faithfully?

By consultation with treatment provider and ongoing training.

32. How often does the program coordinator monitor (sit in on) treatment?

None

33. Does your program have a treatment plan for each individual participant? Yes How often is it updated? As needed based on recommendation of treatment provider

34. Do you use your local CSB for treatment services? Possibly

If yes, 1) Does the CSB get funding for accountability court treatment directly from DBHDD? _____

2) Does the CSB get funding for treatment of your participants from other sources? _____ If yes, please list the other sources:

3) Do you pay the CSB for: _____

- the full amount of treatment,
- additional, non billable services such as case management only
- nothing for the services for your participants

Timing/General Questions

35. What is the average length of your program?

12 - 24 months

36. Complete the following:

Phases/length	Average # of drug screens per month	Average number and hours of treatment sessions per month	Number of court appearances per month	Number of active participants in this phase (as of 1/1/13)
To be determined				

Performance Measures - (Implementation courts should skip questions 37-44.)

37. **For Adult Drug Court, Adult Mental Health Court and Family Drug Court ONLY.** Using LSI-R data from 1/1/13 through 2/28/13, list the number and percentage of moderate _____/_____% and high risk participants _____/_____% . List the number and percentage of moderate _____/_____% and high needs participants _____/_____% .

38. List the number of drug screens administered the past year (1/1/12 – 12/31/12).

39. Fill out the chart below for all of the positive screens within the past year.

Number of positive drug screens*. *A positive drug screen for one or more substances when derived from one sample should be considered as one positive test.	Cut off level for -amphetamine -cocaine -creatinine	
	Positive screen above cut off level (for any drug)	
	No Show	
	Not producing a sample in a reasonable period of time	
	Diluted	
	Refusal	
	Admitting to Use	
	Total	

40. Program Outcomes (from the beginning of your program):

a. Percentage of employable (not on disability) participants employed at start of program

(to calculate, add up all the employable participants who are working upon admittance to the program and divide by the total number of employable participants admitted to your program)

b. Percentage of employable (not on disability) participants employed at graduation _____

(to calculate, add up all the employable participants employed at graduation and divide by the total number of employable participants who graduated from your program)

c. Percentage of participants who successfully exit the program _____

d. Percentage of participants who do not successful complete the program (terminations, voluntary withdrawal, death/other) _____

e. Number of drug free babies born to participants _____

41. Units of service.

a. _____ Total number of court sessions in the past year.

b. _____ Total number of days of inpatient treatment in the past year.

c. _____ Number of hours of treatment scheduled within the past month.

d. _____ Number of scheduled treatment hours attended within the past month.

42. Number of people screened for the program in the past year (1/1/12 – 12/31/12)? _____

Number of participants accepted in the past year (1/1/12 – 12/31/12)? _____

43. Please list:

a. Total number of graduates as of 12/31/12 _____

b. Number of graduates/certificates of participation awarded from 1/1/12 – 12/31/12? _____

c. Total number of participants admitted since program start up? _____

d. Average age of your participants (at entry into the program) _____

e. Average age participants began abusing drugs? _____

44. For CY'12 (January 1, 2012 through December 31, 2012), provide the following information:

a. Daily cost of incarceration in county jails or YDC for counties served by your court. List each county that your court serves separately.

b. Number of active participants who would be incarcerated in a county jail or YDC if they did not participate in the accountability court. _____

c. Number of active participants who would be incarcerated in a state corrections facility if they did not participate in the accountability court. _____

d. Number of active participants with new charges (excluding traffic citations other than DUI) since entering the program. _____

e. Number of active participants with new convictions/adjudications (excluding traffic citations other than DUI) since entering the program. _____

f. Number of graduates with new charges (excluding traffic citations other than DUI) within the past three years since graduating the program. _____

g. Number of graduates with new convictions/adjudications (excluding traffic citations other than DUI) within the past three years since graduating the program. _____

h. Number of participants who were terminated. _____

i. Number of participants who were removed for other reasons (e.g. death, medical, mental illness, etc.) _____

Drug Testing

45. What percentage of your testing is random? All How do you ensure that the drug testing is random? Participants are assigned a color which will be selected at random for testing

46. For what drugs do you routinely screen? All illegal substances as well as prescription medication
_____ What drug testing company do you use (Siemens, Redwood, etc.)? Local provider

47. Are all of your urine screens observed? Yes Who observes the urine sample?
Local provider Have they had training? Yes Are they the same sex as the participant? Yes

48. If you have a local drug lab or use testing sticks, how often are the drug screens analyzed or read (daily, weekly, etc.)? Daily If you mail the screens to a lab, how often are they sent? _____

49. Describe the policy for participants to dispute the results of the drug screen.

Participants may dispute the results upon written request and, upon a dispute being submitted, the participant will be subject to another screening at that time.

50. Are creatinine violations considered positives? Anticipated If not, why not?
_____ Are unexcused or missed screens considered positive? Yes

SECTION V: COURT SPECIFIC

Please answer the appropriate section of questions for your type of court. You should answer ALL of the questions in each section that you checked in question #3.

Felony Drug Courts:

51. Does your treatment provider provide the court with weekly, written reports on participant progress? _____
52. Does your program offer: (check all that apply) group counseling individual counseling drug testing?
53. Does your program offer: (check all that apply) family counseling gender specific counseling domestic violence counseling health screens assessment and counseling for co-occurring mental health issues?
54. Does your program offer: (check all that apply) employment counseling and assistance educational component medical and dental care transportation housing mentoring alumni groups? Please list any other additional services your program offers:

Mental Health Courts: (includes all levels of Courts)

55. Tell us about what organizations and agencies you partner with in your community? Are there memorandums of understanding between your court and anyone else, please elaborate.
Currently work with Highland Rivers on some limited basis but there is no MOU.

56. Who sends referrals to your court?
Anticipated referrals will come from jail personnel, defense attorneys, prosecutors and other judges

57. What measures are in place in your program to ensure that a defendant does not spend more time in the MH program than the maximum period of incarceration or probation a defendant could have received if found guilty in a more traditional court process?
Monitoring by both the program coordinator and case manager, as well as review by committee during staffing

58. Describe your guidelines for the identification and expeditious resolution of competency concerns.
Upon referral to the mental health program, the proposed participant will be scheduled for an evaluation to take place at the earliest possible time by the treatment provider

59. Explain how the following services are provided to participants, either directly (D) and/or by linking to outside providers (OP):

OP medication OP counseling OP substance abuse treatment
OP financial benefits OP housing OP crisis interventions services
OP peer support OP case management OP MRT
BOTH other evidence based treatment

60. Do you offer gender specific treatment? Anticipated Do you offer interpretative services?
Anticipated Please list any other additional services your program offers:

61. What procedure does your court follow to adhere to the federal and state laws that protect the confidentiality of medical, MH, and substance abuse treatment records?

Training of all personnel in the court on State and Federal law on privacy.

62. How do you comply with Standard VIII.5 concerning periodic review and revision of Court processes? (The standards are listed at <http://www.gaaccountabilitycourts.org>).

The program will be reviewed by the committee based on information derived from the input of participants and providers as well as data available from other sources.

63. Performance measures - January 1, 2012 - December 31,2012):

- a. _____ Percent of scheduled judicial status hearings attended by the participant
- b. _____ Percent of participants who were homeless at exit of program (to calculate this percentage, divide the number of homeless graduates by the total number of graduates for the year)

64. If you do not have current data, please explain how you plan to collect this data in the future so that you are compliant with this standard.

This data will be maintained by the case manager who will conduct ongoing consultation with the treatment provider.

DUI Courts:

65. How do you determine the right type and length of treatment for each participant?

66. Do you use monitoring equipment? _____ If yes, what kind and how often is it used and for what time period? _____

67. Explain your court's partnerships with your local legislative delegation, local officials, other agencies, and community support

68. How do you caution the participants against driving without a license?

69. What have you done to ensure the sustainability of your court?

Family Drug Courts:

70. Within the past year, please list:

- a. _____ Number of graduates with new DFCS reports
- b. _____ Number of children (age 0-17) who received direct services through your court as a result of Parent/guardian being active in the program
- c. _____ Number of drug-free babies born while participant was active in program or to a graduate of the program.
- d. _____ Number of days that participants' children have been kept out of foster care.

71. List the services your court offers participants (group counseling, individual counseling, gender specific services, mental health treatment, parenting classes, anger management classes, family or domestic relations counseling, etc.)

72. List the direct services provided to the children (i.e. Celebrating Families, Strengthening Families, trauma assessments, Theraplay, etc...)

73. Describe DFCS involvement in your court.

Is there a specific caseworker assigned to the drug court? ___ Have they had formal training specific to drug courts?

74. Is there a structured systematic assessment provided for the children in your program?

75. Was your program capacity determined by formula or by service limitations? _____

76. What challenges has your program experienced in the past year and how has your team overcome them?

77. Does treatment communicate with court via email? _____

78. In order to graduate, are clients required to have a job or be in school? _____

79. In order to graduate, are clients required to have a sober housing environment? _____

80. Did the presiding Judge of the program volunteer? _____ Is the Judge's term over the program indefinite? _____

81. Have results from any program evaluations, data review, or regular reporting of statistics lead to modifications? _____ If so, what were those modifications?

Juvenile Courts:

82. Are all participants required to be enrolled in school or a GED program? _____

83. What is the annual cost savings brought about by your participants not being in YDC?

84. What percentage of your participants' parents are mandated to attend court sessions?

85. What percentage of your participants' parents are mandated to participate in treatment?

86. Does your program offer: (check all that apply) gender specific counseling
 domestic relations or family counseling mental health treatment
 parenting classes anger management classes

87. Does your court receive assistance from the following? If not, please explain

Local Churches or Faith Based Organizations _____

Civic Groups, Elks Club, Kiwanis, Rotary, etc _____

Junior League _____

Local college or school groups _____

Any others _____

SECTION VI: BUDGETS

Budget Detail

Complete and attach the budget detail worksheet. The budget should include everything you are requesting from grant funds. Do NOT include your entire operating budget. YOU MUST SUBMIT YOUR INFORMATION ON THE ATTACHED PAGES. If you include your own pages, they will NOT be evaluated by the committee.

Budget Narrative

The Budget Narrative should thoroughly and clearly describe every category of expense listed on the Budget Detail Worksheet. Proposed budgets are expected to be complete, reasonable and allowable, cost effective, and necessary for project activities. The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how all costs were estimated and calculated and how they are relevant to the program.

Restrictions on Use of Funds

For this grant period, grant funds will not be allowed to be used for: out of state training, any part of a salary or pay supplements for state or county paid employees, office space, furniture (existing courts only), incentives, monthly cell phone charges and grant administrative overhead.

Budget Detail Worksheet - This worksheet should be used to prepare the program budget and budget summary. Any category not applicable to your budget may be left blank.

A.(1) Accountability Court Personnel/Salaries. List each position by title and name of employee, if available. In order to calculate the budget, enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency.

Position Title/Name of Employee	Calculation	Budget
Program Coordinator:	37,000 per year for one year	\$ 37,000
Administrative Assistant:		
Case Manager 1:		
Case Manager 2:		
Other: Compliance Officer	39,000 per year X .5 yr X 50%	\$ 9,750
		TOTAL \$ <u> \$ 46,750 </u>

Narrative:

Compliance officer may be shared with other accountability courts already in existence in the circuit

A.(2) Personnel/Fringe Benefits. Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation. Each benefit for each position should be shown as a separate calculation/estimate.

Position Title/Name of Employee	Benefit Title	Calculation	Budget
Coordinator	FICA	$37,000 \times 7.65\%$	\$ 2,831
	Life Ins.	130/yr	\$ 130
	Retirement	$37,000 \times .06$	\$ 2,220
	Short Term Disability	$37,000 \times .03$	\$ 1,110
	Long Term Disability	220/yr	\$ 220
	Medical Ins.	8,838/yr	\$ 8,838
	Dental Ins.	388/yr	\$ 388
	Compliance Officer	FICA	$39,000 \times 7.65\%$
Life Ins.		$130/\text{yr} \times .5 \times .5$	\$ 33
Retirement		$39,000 \times .5 \times .5 \times .06$	\$ 585
Short Term Disability		$39,000 \times .5 \times .5 \times .03$	\$ 293
Long Term Disability		$220/\text{yr} \times .5 \times .5$	\$ 55
Medical Ins.		$8838/\text{yr} \times .5 \times .5$	\$ 2,210
Dental Ins.		$388/\text{yr} \times .5 \times .5$	\$ 97

TOTAL \$ \$ 19,754

Narrative:

B. Contract Personnel. Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units.

Service Provided	Name	Calculation	Budget
Treatment Provider	TBD	55,000/yr X .5	\$ 27,500
Surveillance/Compliance Officer			
Lab Technician			
Case Manager		35,000/yr X .5	\$ 17,500
GPS Monitoring		8.00/person/day X 30 X 20 days	\$ 4,800
Court Reporter		190.08/day X 26 days	\$ 4,942
IT Servicing		250/mo X 12 months	\$ 3,000
Defense Counsel		300/day X 26 days	\$ 7,800

TOTAL \$ \$ 65,542

Narrative:

C. Drug Tests/Testing Supplies. List items by type. Show budget calculation(s).

Item	Calculation	Budget
Drug Tests	8.00/test X 30 X 2/wk X 4.35 X 6 mths	\$ 12,528
Drug Test Supplies		
Specialty Tests	\$35.00/test X 50	\$ 1,750

TOTAL \$ \$ 14,278

Narrative:

County currently has a laboratory which serves the already existing DUI, Felony Drug Court and Misdemeanor Drug Court. Some services may be able to be shared with these other courts.

D. Supplies/Printing. List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video, manuals). Show budget calculation.

Item	Calculation	Budget
Office Supplies		\$ 3,000
Furniture	Desk, Chair, File Cabinets	\$ 3,400
Computer Software		\$ 1,500
Copier	200/mo X 12 months	\$ 2,400
Postage		\$ 300
Phone	Phone, phone and fax lines @ 25/month	\$ 1,000
	TOTAL \$	<u>\$ 11,600</u>

Narrative:

E. Equipment. List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used.

Item	Purpose	Calculation	Budget
Computer			\$ 2,000
Scanner			\$ 300
Printer			\$ 500

TOTAL \$ \$ 2,800

Narrative:

F. Travel. Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by purpose, location, and traveler's name and title. FY14 Annual Conference travel expense will be determined by the ACFC at the time awards are made.

Purpose	Location	Traveler's Name/Title	Calculation	Budget
Circuit				
AOC Annual Conference		Atty, Judge, Coor, Treat, Prosc.	Reg./Mileage/Parking	\$ 2,503
Court Visit	Hall Co.	Court Personnel	Mileage .565 X 100 mi X 7	\$ 396

TOTAL \$ \$ 2,898

Narrative:

H. Other. List anticipated expenses not considered in one of the above categories.

Item	Calculation	Budget

TOTAL \$ \$ 0

Narrative:

SECTION VII: ATTACHMENTS

Required Forms

The following forms are required. Please submit as attachments to your application.

- Certification for Accountability Court Funding (page 2) – signed and dated by the accountability court judge
- Treatment Provider’s Curriculum Certification(s) - CBI, MRT, Thinking for a Change etc., training certificates
- Treatment Curriculum – this is a treatment plan designed by your treatment provider specifically for your court. This is NOT a copy of the treatment handbook.
- Treatment Verification Page (page28) – for Felony Drug Courts ONLY

Georgia's Felony Drug Court Treatment Standards & Practices

Verification of Delivery/Receipt

To achieve the goal of creating a statewide system of Accountability Courts in Georgia, Georgia's Adult Felony Drug Courts shall adhere to standards and recommendations for operation. Key Component #4, Sub-Section 8 of the Georgia Adult Felony Drug Court Standards states: "Treatment shall include standardized evidence-based practices (see Georgia Adult Drug Court Treatment Standards and Practices) and other practices recognized by NREP."

Therefore, to insure compliance with standards, a copy of *Georgia's Drug Court Treatment Standards & Practices is provided by the Felony Drug Court employee (Judge or Independent Program Coordinator) to the court's primary contracted treatment professional for his/her reference when developing and implementing a standardized evidence-based practice for delivery to the Felony Drug Court's program participants.



Felony Drug Court Name: _____

Address: _____

Felony Drug Court Employee Name: _____ Title: _____

Felony Drug Court Employee's Signature: _____ Date: _____

Verifies delivery of Georgia's Drug Court Treatment Standards and Practices to primary treatment professional.



Treatment Provider's Corporate Name: _____

Address: _____

Primary Treatment Professional's Name: _____ Title: _____

Primary Treatment Professional's Signature: _____ Date: _____

Verifies receipt of Georgia's Drug Court Treatment Standards and Practices from Felony Drug Court employee.



* A copy of Georgia's Drug Court Treatment Standards & Practices can be found under the 'FY14 Grant' tab on the Accountability Court Funding Committee's website: www.gaaccountabilitycourts.org

(Both parties are encouraged to keep an original copy of this verification.)

Mayor
A. R. Roberts, III

Council Members
John Byrd
Frank Homiller
Mickey O'Malley
Lee Prettyman
Andrenia Stoner



CITY OF BALL GROUND
www.cityofballground.com

City Manager
Eric Wilmarth

City Attorney
Darrell Caudill

City Clerk
Karen Jordan

March 19, 2013 2013

Cherokee County Board of Commissioners
C/O Jarrard & Davis L.L.P.
105 Pilgrim Village Dr.
Suite 200
Cumming, Ga. 30040

REF: Annexation

Dear Commissioners:

In accordance with O.C.G.A. §36-36-6, the governing authority of an annexing municipality is required to give notice of any annexation to the governing authority of the County wherein the area to be annexed is located. Pursuant to such requirement, the Mayor and City Council of the City of Ball Ground hereby notifies the Cherokee County Board of Commissioners of the annexation of certain real property pursuant to O.C.G.A. §36-36-6 as follows:

Applicant: David & Julie Boone have submitted a Petition for Annexation to the City of Ball Ground for 23.78 Acres.

Tract 1 Description: The property is described as all that tract of parcel of land lying and being in Land Lot 300 of the 4th District, 2nd Section, Cherokee County, Georgia, being more particularly described as four acres in Cherokee County Tax Map No. 04N04 Parcel 008A Physical Address is 245 Blair Rd.

Tract 2 Description: The property is described as all that tract of parcel of land lying and being in Land Lot 300, 4th District, 2nd Section, Cherokee County, Georgia, and being more particularly described 1.87 Acres in Cherokee County Tax Map No 04N04 Parcel 008. Physical Address is 245 Blair Rd.

Tract 3 Description: The property is described as all that tract of parcel of land lying and being in Land Lot 300, 4th district, 2nd Section, Cherokee County, Georgia and being more particularly described as 7.78 Acres in Cherokee County Tax Map No. 04N04 Parcel 010B. Physical Address is 10061 Ball Ground Hwy.

Tract 4 Description: The property is described as all that tract of parcel of land lying and being in Land Lot 300, 4th District, 2nd Section, Cherokee County, Georgia, being more particularly described as 10 Acres in Cherokee County Tax Map No. 02N04 Parcel 009. Physical Address is 9975 Ball Ground Hwy.

Presently Zoned: AG and General Commercial. Applicant is not seeking a change in zoning.

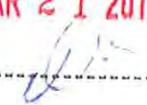
A copy of the annexation application and tax map showing location of the property are enclosed.

If you have any questions, please do not hesitate to contact me.

Regards,



Karen L. Jordan
City Clerk
City of Ball Ground

RECEIVED
MAR 21 2013
BY: 

CITY OF BALL GROUND
PETITION FOR ANNEXATION
Number 2013-A01

1. Name(s) of Property Owners(s) DAVID & JULIA BOONE

2. Addresses 9975 BALL GROUND HWY
BALL GROUND, GA 30107

3. Home Phone 770-735-7299 Business 770-735-6923

4. Address Of Property To Be Annexed SEE NOTES

5. Zoning Classification MOSTLY AG, 2 ACRES COMMERCIAL

6. Proposed Use of Property: Commercial Development Residential Agricultural
(If development please include a timetable if available)

7. Cherokee County Tax Map and Parcel # 04N04-008, 04N04-008A, 04N04-009, 04N04-010B

8. Cherokee County Plat Book # _____ Page # _____

9. Acreage 24 ACRES Assessed Value _____

10. Street(s) adjacent to property to be annexed HWY 5/372

11. How is property contiguous to existing city limits ABUTTS HOLCOMB CROSSING AND LANDMARK CSA CORPORATION

12. Describe the location of the area to be annexed and also attach a clear map indicating the location of the property.

13. Does property have access to city water? NO

14. Number of Adults in residence 3

15. Number of Children under 18 years of age in residence 0

I/We, the petitioner(s), hereby represent and warrant that the foregoing is true and request that the City of Ball Ground City Council annex the above described properties so that they may be included within the corporate limits of the City of Ball Ground.

Signature(s) of property owner(s) David Boone
Julia Boone 3-11-13

STAFF USE ONLY

1ST Reading _____

2ND Reading _____



Cherokee County, GA



1: 6,294



This map is a user-generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

© Cherokee County GIS



Legend

- City and County Boundaries
- Churches
- Schools
- Tax Parcels
- World Street Map

04N04-008 & 2 Acres
David & Julie Doon

04N04-008A 4 Acres
David & Julie Doon
245 Blair Rd.

04N04-009 10 Acres
David & Julie Doon
9975 B.G. Hwy

04N04-010B 7.78 Acres
David & Julie Doon
10061 B.G. Hwy.

Notes

23.78

STATE OF GEORGIA
COUNTY OF CHEROKEE COUNTY

CHEROKEE COUNTY BOARD OF COMMISSIONERS
POLICY NO. 03- P- 01

PUBLIC COMMENT POLICY

In 1999, the Cherokee County Board of Commissioners established a public input policy, to welcome citizen comment and attendance. The following is a revised edition of that policy. The original Policy No. 99-P-1 is hereby rescinded.

(1)

The Cherokee County Board of Commissioners does hereby establish a policy that “**Public Comment**” is invited and encouraged. However it must be made known that the Cherokee County Board of Commissioners will not participate in a public debate regarding any item of public comment.

(2)

Therefore, it is the policy of Cherokee County that time for public comment will be set aside for each regularly scheduled meeting. **If the item you wish to speak about is on the agenda, it will be at the discretion of the Board as to whether you will be allowed to speak.**

(3)

At both regular meetings, a fifteen (15) minute period, after the approval of the minutes of the previous meeting, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated area on a sign up sheet provided before the meeting, giving their name and the topic of interest; the number of citizens appearing will be limited to five (5) on a first come first-served basis and will be limited to three (3) minutes per presentation. Their comments must be limited to their chosen topic. Only items pertaining to County business may be brought before the Board. The speaker is required to state their name and location in the County and whether he/she is speaking for himself/herself or for another.

(4)

Any person or persons, organization or group wishing to be put on the agenda and address the Board of Commissioners during a public appearance at which either official action will be considered or requested are required to submit a written request to their Post Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.

(5)

Members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commissioners during public comment. All remarks shall be made to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.

(6)

A person may be barred from further speaking before the Commission in that meeting if his/her conduct is deemed out of order; a person, once barred for improper conduct, shall not be permitted to continue or again address the Commission in that meeting unless a majority vote of the Commission allows; in the event a speaker thus barred fails to obey the ruling, the Chair may take such action as is deemed appropriate. The Chairman may bar a person from addressing Commission meetings for up to thirty (30) days for improper conduct

As revised this 6th day of May, 2003.

MISSION STATEMENT



The CHEROKEE COUNTY Board of Commissioners is dedicated to providing a " Superior Quality of Life " for its residents.

OUR GOAL:

To preserve the Beauty, Unique Character, and Desirability of the Community where we live, work, and play.

OUR PROMISE:

Listen to you; Respect your Rights; & Represent you with the highest standards of Ethics and Integrity.

OUR COMMITMENT:

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

State-of-the-art Public Safety facilities, training, and personnel;

Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta.



Cherokee County Board of Commissioners

2013 Meeting Schedule

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

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

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