

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

June 18, 2013

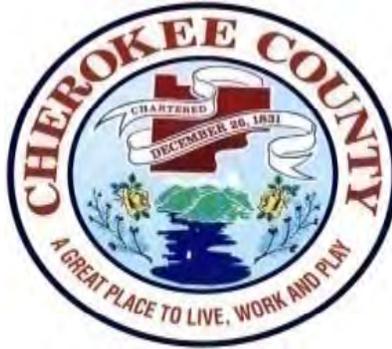
3:00 p.m.

Cherokee Hall

AGENDA

1. 2013 Millage Rate Overview by Janelle Funk.
2. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County Board of Commissioners

2013 MILLAGE RATE OVERVIEW

Presented By Janelle Funk

June 18, 2013



Millage Rate Process

**1.
Determine
Community
Needs**

**2.
Assess
Property
Values**

**3.
Determine
Cost of
Services**

**4.
Consider
Other
Revenue
Sources**

**5.
Remaining
Balance To
Be Funded
by Property
Taxes**

**6.
Calculate
Millage
Rate**



Millage Rate Process

1. Determine Community Needs

Public Safety

Judicial Services

Tax Admin

Other Departments



Cherokee County Justice Center: The county's home for court related services





Millage Rate Process



Preliminary 2013 Net Tax Digest +2.94% *

2012 Net Digest =	\$6,673,899,650	
Reassessment of Existing Property =	\$45,300,201	(+0.68%)
New Growth =	\$150,846,758	(+2.25%)
2013 Preliminary Net Digest =	\$6,870,046,609	(+2.94%)

* As of 05.09.2013



Millage Rate Process

2. Assess
Property
Values

Tax Assessors
Office

Appraises

Reviews/
Appeals

Issues Final
Tax Digest

CHEROKEE BUSINESS

JUNE 5, 2013

THE CHEROKEE LEDGER-NEWS 19

Sudden turnaround Cherokee County real estate market sees drastic upward trend

BY CAROLYN MATHEWS
carolynmathews@ledgernews.com

The real estate industry in Cherokee County is like a bear waking up from a long winter — this spring it has emerged with a roar from complete hibernation and is awake and hungry.

"It is an absolutely crazy seller's market right now," said Associate Broker and Realtor Susan West of ERA Sunrise Realty, who is current president of the Cherokee Association of Realtors.

In Cherokee County, where the tax digest is dependent on residential growth because it greatly outweighs commercial growth, the real estate market reawakening is vital to the county's economy. Before the Great Recession, many in Cherokee were employed in some aspect of the real estate industry, from lumber supply to building and construction to legal services.

West said currently there is about 2.7 months of inventory in the First Multiple Listing Service (FMLS) listings for the area.

"We'd run out after that if no new homes were listed," she explained.

Average home values, she said, have risen in Cherokee over the past year, from April 2012 to April 2013, by 12 percent — the average home value has increased from \$158,000 to \$177,000, a \$19,000 change over the time period.

"Most contracts are for more than list price," West said, "especially distressed properties — 77 percent of multiple offers received are at or above list price."

West said the biggest problem current sales contracts run into is that the appraisals have not caught up with the



Cherokee Association of Realtors President Susan West and Keller Williams Premier Realtor Kris McKeeth tour an open house at a Woodstock property recently with a prospective buyer, Jason Scheidt, of Smyrna.

common with bank-owned properties.

Betty Hutson, owner of Hutson Realty, in Canton, agreed.

"Inventory is quite low right now," she said. "If you look at FMLS right now, almost everything you find is under contract."

Hutson said things have picked up dramatically in the

current low interest rates and the lower prices."

She said she believes values will begin climbing, with home values increasing from 2 to 5 percent per year.

"Now is the time to buy I would not wait," Hutson said.

She attributed the high interest in Cherokee to the school system. "People look where the schools are good," she said.

West said potential buyers are very aware that the Cherokee County School District had the best SAT scores in the state.

Ed Cordray, managing broker with Atlanta Communities Real Estate, said he doesn't feel like property values are up to the level they were at before the recession, but they are rising sharply.

"Investors have been buying up rentals and foreclosures and driving up prices," he said. "Plus, there hasn't been any homebuilding in five years, and the inventory has been absorbed. People were saying it would be 2020 before it was absorbed, but here we are, and it's 2013."

West said in the past year or so, investors from other states, representing national and international interests, have shown up on the courthouse steps at foreclosure sales on the first Tuesday of each month in Cherokee County.

"They have satchels full of cashier's checks," West said.

Hutson said those investors have "gone in and renovated, putting in hardwoods and (updated) countertops, and now they are going back on the market," she said.

"I'd love to have tons of listings," Cordray said. "It's hard to find a good house for buyers right now." He said anyone who has wanted to sell their home in the past couple of years might consider putting out their sign now. Many homeowners who have been underwater, the Realtors noted, may now no longer be in that situation, since their equity now may be more than their mortgage amount.

- Between 2008 and 2012 the Tax Digest decreased 23%
- Increase in existing and new property is a sign of economic recovery
- Property owners allowed to appeal values
- Could expect Final Net Digest ~ +2.0% to +2.3%



Millage Rate Process



This is the total expected cost of General Fund services for FY2014 ~ \$58M

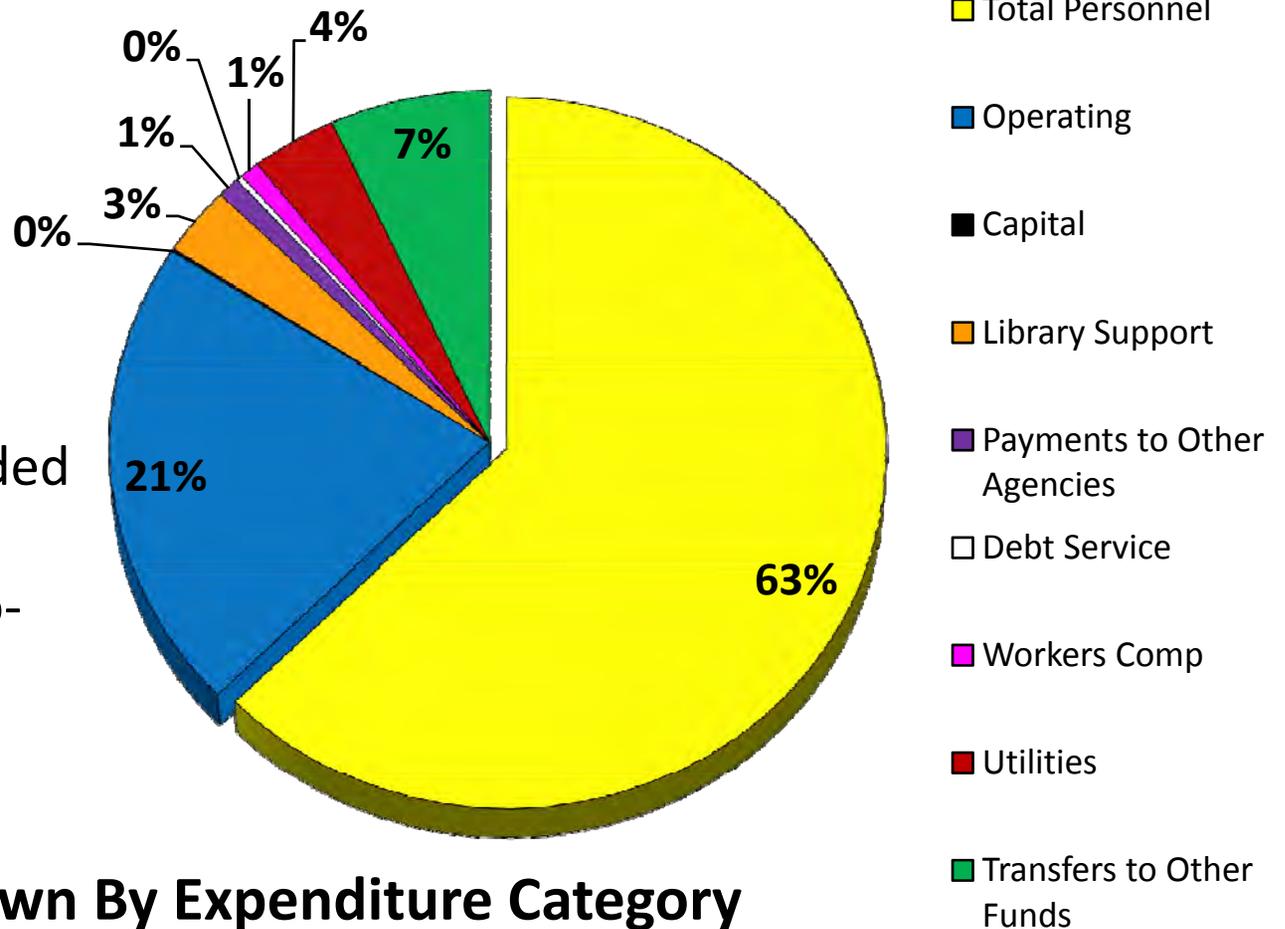
BREAKDOWN OF GENERAL FUND EXPENDITURES	2014 Budget	2013 Budget Adjusted for Pension	Change from 2013	%
Compensation	31,227,292	31,131,165	96,127	0.3%
Benefits	3,434,321	3,422,512	11,809	0.3%
Pension Funding	1,638,909	1,632,809	6,100	0.0%
Total Personnel	36,300,522	36,186,486	114,036	0.3%
Operating	12,447,205	12,855,961	(408,756)	-3.1%
Capital	73,067	119,290	(46,223)	-7.7%
Library Support	1,822,060	1,822,060	0	0.0%
Payments to Other Agencies	560,434	857,621	(297,187)	-40.8%
Debt Service	151,375	662,221	(510,846)	-82.3%
Workers Comp	500,106	600,472	(100,366)	-23.8%
Utilities	2,129,359	2,064,828	64,531	5.6%
Transfers to Other Funds	4,008,880	3,265,184	743,696	19.3%
TOTAL FUNDING USES	57,993,008	58,434,123	(441,115)	-0.8%



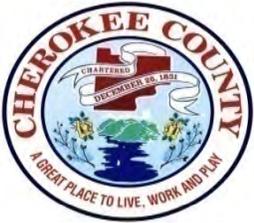
Millage Rate Process



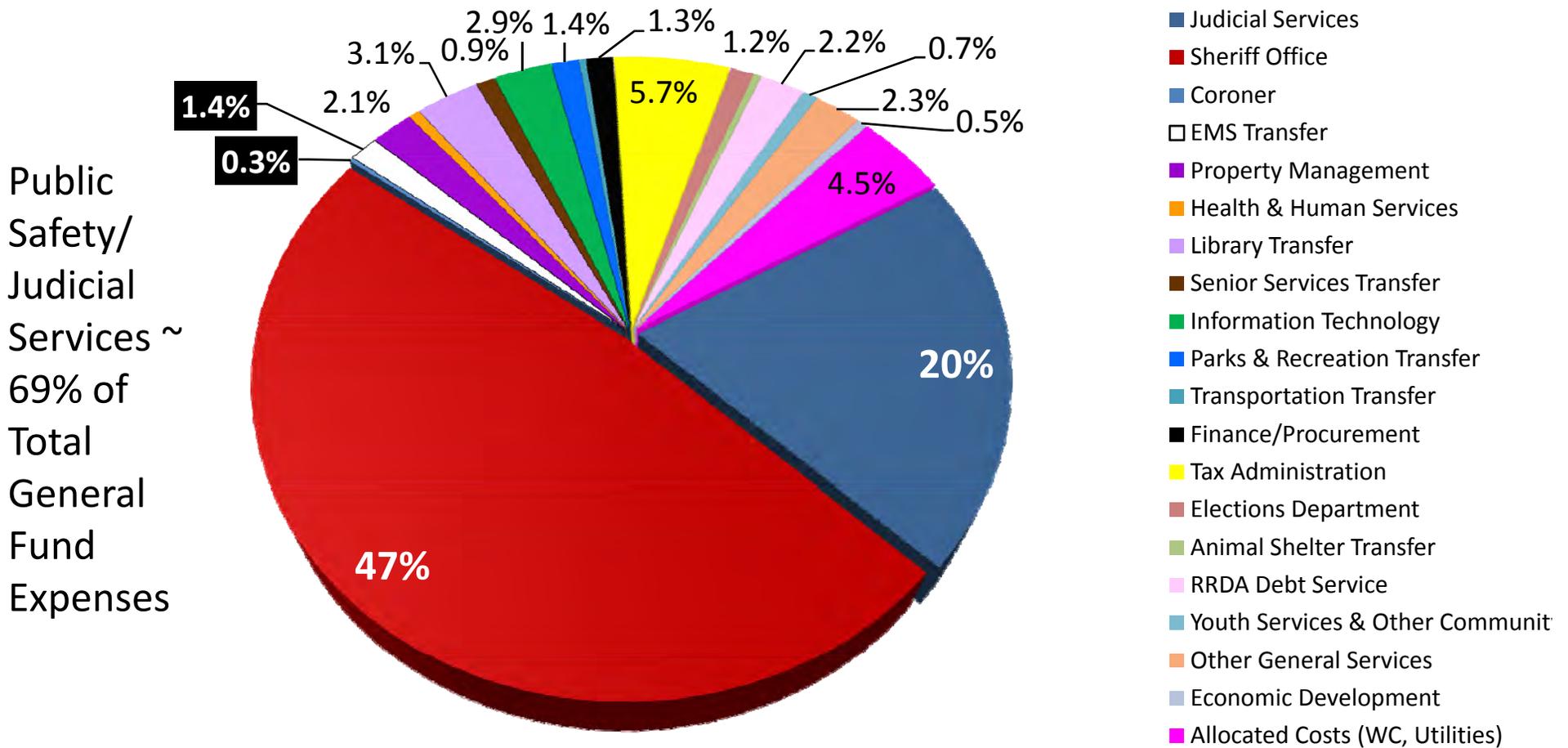
- All Departments Given Targets = 2013 Budget
 - Very few exceptions
- Pension Funding Included
- Targets issued but zero-based budgeting still completed



General Fund Breakdown By Expenditure Category



Millage Rate Process



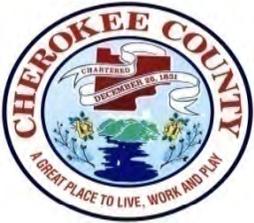
General Fund Breakdown by Agency/Department



Millage Rate Process



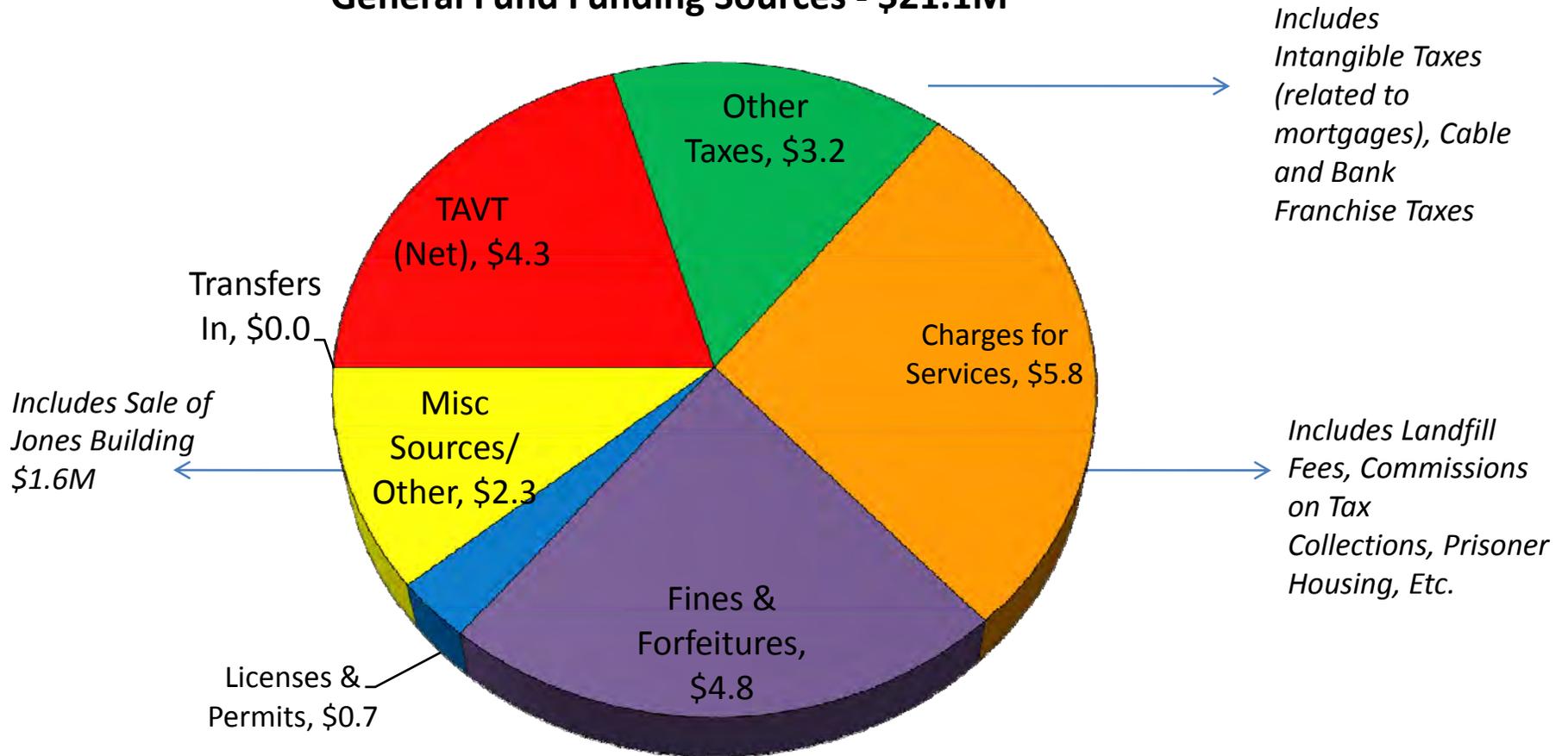
Major Variances	Increase/(Decrease)
Most COED Costs Transferred to Unincorp County Srvcs Fund	(\$0.8M)
Reduced Legal Fees/Forensic Audit & Added Legal Allocation to Other Funds	(\$0.25)
Closing of Copy Center	(\$0.1M)
Settlement of WC Claims	(\$0.1M)
One-Time Security/Vehicle Capital Costs	(\$0.1M)
Increased RRDA Transfer for 100% of Debt	\$0.6M
New TAVT 1% Commission Revenue Transferred to (UnCS) Fund	\$0.1M
Utilities for New Sheriff Training Center	\$0.1M
Judicial Services Reorganization/IT ISRP Position	<u>\$0.1M</u>
Total Net Decrease	(\$0.4M)

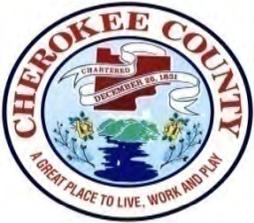


Millage Rate Process



**2014 Budget
General Fund Funding Sources - \$21.1M**





Millage Rate Process



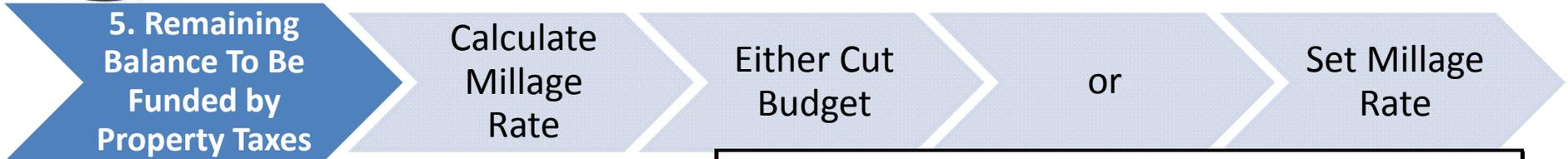
Provided 3 Options for Setting the General Fund Millage Rate

1. Set Millage Rate At Full County Needs
2. Prioritize County Needs, Reduce Where Possible, And Set Millage Rate at Lower Rollback Rate
3. Take More Risk in RRDA Plan and Use for Reserves

All Options Avoid the Likelihood for Furlough Days, and Include COLA for Employees



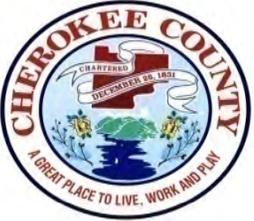
Millage Rate Process



General Fund Option 1:

- Set Millage Rate At Full Needs of County Budget
- Incorporate Other Considerations
 - Building Needed Reserves
 - UnCS needs to be cash basis, need ~ \$6.0M
 - General Fund needs ~ \$4.0M
 - COLA for Employees
- This option creates tax increase as compared to the current millage rate 5.825, and the rollback rate.

Calculation of Shortfall Needed From Property Taxes	FY 2014 Option 1 - Actual Needs
General Fund Other Revenue	\$21,104,763
General Fund Expenditures	(\$57,993,008)
Shortfall	(\$36,888,245)
Calculation of Millage Rate	
Needed from Property Taxes for 2014 Expenditures	\$36,888,245
<u>Other Considerations:</u>	
Improve UnCS Fund Deficit	\$2,000,000
Improve General Fund Reserve	\$2,000,000
COLA for Employees (Target 3%)	\$1,160,983
RRDA Transfer	
Total Required From Property Taxes:	\$42,049,228
Estimated Final Net Tax Digest	6,816,655,412
Resulting Millage Rate	6.169
Rollback Rate	5.793
Increase Compared to Rollback	0.376



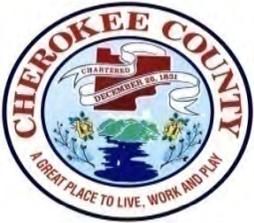
Millage Rate Process



General Fund Option 2:

- Reduce Budget to Fit Within Rollback Rate
- Reduce Other Considerations
 - Reduce Building Needed Reserves for UnCS Fund
 - Postpone Building General Fund Reserves
 - COLA for Employees
- This option reduces millage rate from current millage rate (5.825)/no tax increase.

	FY 2014 Option 2 - Needs Reduced to Rollback Millage
Calculation of Shortfall Needed From Property Taxes	
General Fund Other Revenue	\$21,104,763
General Fund Expenditures	(\$57,993,008)
Shortfall	(\$36,888,245)
Calculation of Millage Rate Needed from Property Taxes for 2014 Expenditures	\$36,888,245
<u>Other Considerations:</u>	<small>72% of UnCs Needs for Yr 1 of Build</small>
Improve UnCS Fund Deficit	\$1,440,000
Improve General Fund Reserve	
COLA for Employees (Target 3%)	\$1,160,983
RRDA Transfer	
Total Required From Property Taxes:	\$39,489,228
Estimated Final Net Tax Digest	6,816,655,412
Resulting Millage Rate	5.793
Rollback Rate	5.793
Increase Compared to Rollback	0.000



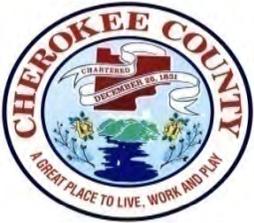
Millage Rate Process



General Fund Option 3:

- Reduce Budget to Fit Within Rollback Rate
- Reduce Other Considerations
 - Postpone Building General Fund Reserves
 - Reduce RRDA Debt Service Budget, and transfer this funding to UnCS Reserve
 - COLA for Employees
- This option reduces millage rate from current millage rate (5.825)/no tax increase.

	FY 2014 Option 3 - Needs Reduced & RRDA Stretch Goal
Calculation of Shortfall Needed From Property Taxes	
General Fund Other Revenue	\$21,104,763
General Fund Expenditures	(\$57,993,008)
Shortfall	(\$36,888,245)
Calculation of Millage Rate	
Needed from Property Taxes for 2014 Expenditures	\$36,888,245
<u>Other Considerations:</u>	
Improve UnCS Fund Deficit	\$2,000,000
Improve General Fund Reserve	\$40,000
COLA for Employees (Target 3%)	\$1,160,983
RRDA Transfer	(\$600,000)
Total Required From Property Taxes:	\$39,489,228
Estimated Final Net Tax Digest	6,816,655,412
Resulting Millage Rate	5.793
Rollback Rate	5.793
Increase Compared to Rollback	0.000



Millage Rate Process



Fire Fund Option 2:

- Reduce Budget to Fit Within Rollback Rate
 - Small Building of Reserves
 - COLA for Employees
- This option reduces millage rate from current millage rate (3.394)/no tax increase.

	FY 2014 Option 1 - Actual Needs	FY 2014 Option 2 - Needs Reduced to Rollback Millage
Calculation of Shortfall Needed From Property Taxes		
Fire Fund Other Revenue	\$1,562,300	\$1,562,300
Fire Fund Expenditures	(\$17,989,058)	(\$17,989,058)
Shortfall	(\$16,426,758)	(\$16,426,758)
Calculation of Millage Rate Needed from Property Taxes for 2014 Expenditures		
	\$16,426,758	\$16,426,758
<u>Other Considerations:</u>		
Prepare for ISRP Replacements	\$1,280,023	\$413,447
COLA for Employees (Target 3%)	\$384,318	\$384,318
Total Required From Property Taxes	\$18,091,099	\$17,224,524
Estimated Final Net Tax Digest	5,111,191,561	5,111,191,561
Resulting Millage Rate	3.540	3.370
Rollback Rate	3.370	3.370
Increase Compared to Rollback	0.170	(0.000)

32% of ISRP Replacements



Millage Rate Process



Parks Bond Option 2:

- Reduce Budget to Fit Within Rollback Rate
 - 6 – 8 Month Delay of Next Bond Issuance/Delay Project Spending
- This option reduces millage rate from current millage rate (0.780)/no tax increase.

	FY 2014 Option 1 - Actual Needs	FY 2014 Option 2 - Needs Reduced to Current Millage
Calculation of Shortfall Needed From Property Taxes		
Parks Bond Debt Service Fund Other Revenue	\$112,000	\$112,000
Parks Bond Debt Service Fund Expenditures	(\$5,815,778)	(\$5,815,778)
Shortfall	(\$5,703,778)	(\$5,703,778)
Calculation of Millage Rate		
Needed from Property Taxes for 2014 Expenditures	\$5,703,778	\$5,703,778
<u>Other Considerations:</u>		
Postpone Parks Spending/Bond Issuance		(\$215,000)
Total Required From Property Taxes	\$5,703,778	\$5,488,778
Estimated Final Net Tax Digest	7,070,251,517	7,070,251,517
Resulting Millage Rate	0.807	0.776
Rollback Rate	0.776	0.776
Increase Compared to Rollback	0.031	0.000



Millage Rate Process



Summary of Total Millage Rate	FY 2014 Option 1 - Actual Needs	Option 2 - Needs Reduced to Rollback Millage	FY 2014 Option 3 - Needs Balanced with RRDA Stretch Goal
Total Calculated Millage Rate	10.515	9.939	9.939
Total Current Millage Rate	9.999	9.999	9.999
Total Rollback Millage Rate	9.939	9.939	9.939
Calculated Rate Increase/(Decrease) to Current Rate	0.516	(0.060)	(0.060)
% Increase Over Current Rate	5.16%	-0.60%	-0.60%
Calculated Rate Increase/(Decrease) to Rollback Rate	0.576	0.000	0.000
% Increase Over Rollback Rate	5.79%	0.00%	0.00%

Note: 9.939 is the Total Rollback Millage Rate based on property values at 06.14.2013. The BOC will consider adopting the final Rollback numbers calculated with values as of July 16th.

AGENDA

Cherokee County Board of Commissioners

June 18, 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

VICE CHAIRMAN NELMS

RATIFY CLOSURE OF EXECUTIVE SESSION

PRESENTATIONS/PROCLAMATIONS

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JUNE 4, 2013.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM JUNE 4, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM JUNE 4, 2013.

PUBLIC HEARING

Consider changes to the **Impact Fee Ordinance** of Cherokee County, Georgia, Chapter 32, Article II to modify the fees charged in the Impact Fee Schedule. The public is invited to attend.

PUBLIC COMMENT

ZONING CASES

CASE NUMBER : 13-05-005
APPLICANT : Peach Consolidated Properties, LLC
ZONING CHANGE : NC to GC
LOCATION : 2333 Cumming Highway
MAP & PARCEL NUMBER : 14N23A, Part of Parcel 017
ACRES : 3.5
PROPOSED DEVELOPMENT : Convenience Store with Gasoline Sales
COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Suburban Growth
PLANNING COMMISSION RECOMMENDATION : Denial

CASE NUMBER : 13-06-006
APPLICANT : James Bartley Williams
ZONING CHANGE : AG to OI
LOCATION : 10685 East Cherokee Drive
MAP & PARCEL NUMBER : 03N11, Part of Parcel 141
ACRES : 0.50
PROPOSED DEVELOPMENT : Crematorium
COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Community Village Node over Suburban Growth
PLANNING COMMISSION RECOMMENDATION : Approval

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

- A. RRDA update and notice of meeting.

CONSENT AGENDA

- 1.1 Authorize disposal of electronics, file cabinets and chair from District Attorney's office, all items in poor condition.
- 1.2 Approve budget amendment to increase FY2013 budgeted revenues and expenditures in the amount of \$9,000.00 for the Multiple Grant Fund 250 and authorize purchase of Intoxilyzer 9000 for the Sheriff's

Office as per the terms and conditions of the grant agreement. This was a no match grant.

- 1.3 Consideration of a right-of-way easement for Sawnee EMC for the installation and maintenance of underground electrical wires for athletic field lighting at Badger Creek Park.
-

COUNTY MANAGER

- 2.1 Award purchase to low bidder, Breathing Air Systems, in the amount of \$55,967.00 for the acquisition and delivery of an enclosed Air Trailer System.
- 2.2 Approve grant award in the amount of \$141,831.00 for the Blue Ridge Judicial Circuit Drug Accountability Court. This is a no match grant.
- 2.3 Approval of FY 2013 Justice Assistance Grant in the amount of \$10,082.00 for the purchase of two (2) patrol cameras with accessories. This is a no match grant.
- 2.4 Approve submission of continuation application for STOP VAWA Criminal Justice System Improvement (CJSI) Grant. Award amounts for years 2010, 2011, and 2012 were \$80,000.00 per year with a required match of \$26,666.00 which was satisfied with existing personnel. Match funding for new grant will be satisfied with existing personnel and will not require any new county funds.
- 2.5 Approve continuation of Victims of Crime Act (VOCA) Grant in the amount of \$87,397.00 with a required match of \$21,849.00 which is satisfied with existing personnel. Match will not require any new county funds.
- 2.6 Consider approval of Intergovernmental Agreement between Cherokee County and Cobb County for improvements to a pipe culvert on Summer Drive.

- 2.7 Approval to accept PY 2011 HOME Investment Partnerships Act Grant Funds from the Georgia Urban County Consortium (GUCC) in the amount of \$229,891.00 and to issue a subrecipient agreement to Cherokee County's Community Housing Development Organization (CHDO), North Georgia Community Housing Development Corporation in the amount \$48,399.00 for the development of affordable housing.
- 2.8 Consider approving transfer of PY 2009 HOME funds in the amount of \$85,000.00 from the Senior HOME Repair Program to North Georgia Community Housing Development Corp. (NGCHDC).
- 2.9 Consideration for approval of modified Standard Construction Agreement and Standard Professional Services Agreement in compliance with legislation passed during the recent legislative session.
- 2.10 Approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals for the work of the Three Cities Project for Nelson, Ball Ground and County Park at Waleska.
- 2.11 Approval to submit Juvenile Reinvestment Grant Funds application requesting funding in the amount of \$101,490.00 with \$26,008.00 match for the Cherokee Bridging the Gap Program to address community problem of a lack of coordination and linkage with existing private and public behavior health providers.
- 2.12 Authorize acceptance of the CJCC (Criminal Justice Coordinating Council) grant in the amount of \$103,819.00 to be used in the implementation of the Cherokee County Mental Health Court. This is a no match grant.

COUNTY ATTORNEY

ADJOURN

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

June 4, 2013

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:07 p.m. with all Commissioners present. He read various quotes from the book "776 Stupidest Things Ever Said."

1. Discussion of Regular Agenda Items.

The Chairman stated that about an hour ago he received notification from Jason Bearden, the CEO of Highland Rivers, that he had a candidate to suggest for the vacancy on the Highland Rivers Board, Ms. Chantel Adams. He added that if no one else had any candidates in mind that they may want to consider voting on it at the regular meeting.

The Chairman then asked Jeff Watkins to give a presentation on the Public Hearing on amendments to Article 11, Signs.

Mr. Watkins gave a PowerPoint presentation, highlighting the suggested changes. He said that what they are basically asking for tonight is to set parameters and better define terms regarding electronic signs and flag and flag poles. Commissioner Johnston stated he would just like to see them be as tasteful as possible. County Attorney, Angie Davis, suggested a slight change in wording under Section F to clarify who is responsible for paying for the certification of brightness.

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

- Approve increase in Animal Shelter Budget for additional funding received from the Mary Jean Payne Charitable Trust in the amount of \$10,000.00.

The Chairman mentioned that with one item under Consent, did we want to consider moving the item to the County Manager's portion.

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

- Consider purchase of 1.86 +/- acres located at N. Industrial Way south of Univeter Road in the amount of \$125,000.00.

Discussion ensued as to whether it was more cost effective to purchase the property experiencing runoff from adjoining County owned property and let the property function as a natural retention, or to build a retaining structure. Commissioner Johnston stated that although he knows Mr. Roach and his family, he does not feel the need to recuse himself from voting tonight because he is satisfied that he would make the same decision regardless of the property owner. Commissioner Poole asked if it might be advantageous to get a third appraisal due to the range of the two we have. It was decided that it would probably be fair to say that the value is somewhere in the middle of the two, around \$110,000. Other scenarios were discussed and it was determined that legal fees incurred in other than purchasing the property would likely exceed the cost to purchase the property. Commissioner Nelms asked if Mr. Roach would consider selling the property for \$110, 000. Commissioner Johnston replied that he had spoken to Mr. Roach and he would not take less than \$125,000.

- Approve the creation of a new position and budget amendment for PT Case Management Position which is fully funded by ARC Grant Funds.
- Consider approval of Automatic Aid Agreement between Cherokee County and Pickens County to render supplemental fire suppression and protection to other party in the event of fire or other local emergencies and take part in joint training.
- Award purchase order to low bidder, Contech Engineering Solutions, in the amount of \$35,046.00 for the acquisition and delivery of 284 LF of corrugated aluminum alloy pipe for the road work on Roscoe Collett Road.
- Approval to issue a Letter of Intent to provide funding in the amount of \$225,000.00 from the Senior Home Repair Program to Canton Limited, LP for the development of a 74-Unit Seniors 55 years of age and older affordable rental housing complex.

Chairman Ahrens asked where the property was located. Mr. Cooper replied that it was SE of Canton Elementary and along the river. Commissioner Johnston asked what the time frame was for spending the grant funds. Marianne Pieper replied that a plan must be submitted to Cobb County prior to June 14. Commissioner Johnston asked would it be reasonable to make it a condition of building the complex to have the City of Canton commit to building a walking trail at the easement. Ms. Pieper replied back after Work Session that Canton would be willing to meet that condition.

The Chairman brought up for conversation rules of procedure, referencing a copy that Angie Davis had given him some time ago. He said that these were simpler to read and follow than Robert's Rules. Commissioner Johnston stated that he is hesitant in fixing something that isn't broken. The Chairman made the suggestion that they take the copy of procedures of Forsyth County or Barrow County that Angie had sent them and discuss any changes recommended at the Work Session on July 3. Ms. Davis stated that if we did want to go that route, that particular area can be changed under local law, but there are certain things we can't touch. To make any changes to affect Home Rules over this procedure would require a Public Hearing, two Readings within 60 days. The Chairman said he would meet with the Ethics Board and see what their thoughts are on the procedures.

The Chairman asked if there was anything else, hearing none, a motion was made by Vice-Chairman Nelms to adjourn the Work Session at 4:14 p.m. Commissioner Gunnin seconded and the motion carried unanimously.

Executive Session followed.

MINUTES

Cherokee County Board of Commissioners

June 4, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

Commission Johnston gave the invocation.

PLEDGE OF ALLEGIANCE

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

Commissioner Poole led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:11 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

The Chairman called for a motion to ratify the closure of Executive Session at 5:55 p.m.

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

PRESENTATIONS/PROCLAMATIONS

Sheriff's Office Quarterly Awards and Recognitions.

Chairman Ahrens called on Sheriff Garrison for the Sheriff's Office quarterly awards. Sheriff Garrison introduced Captain Bill Smith who announced the various citations and recognitions. Sheriff Garrison thanked the Board for allowing them the opportunity to spotlight some of the great acts these officers do on a daily basis to serve the citizens. Chairman Ahrens commended Sheriff Garrison on his leadership and thanked all of the officers for their service.

AMENDMENTS TO AGENDA

1. Add under Chairman's Section: A. Consider appointment to Highland Rivers Board.

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

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM MAY 21, 2013.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM MAY 21, 2013.

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

APPROVAL OF REGULAR MEETING MINUTES FROM MAY 21, 2013.

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

PUBLIC HEARING

Consider amendments to **Article 11, Signs** of the Cherokee County Zoning Ordinance. The amendment seeks to better define and regulate electronic signs in unincorporated areas of the County and to amend regulations related to flags and flagpoles.

Jeff Watkins made the presentation again from Work Session, highlighting the proposed changes. Commissioner Johnston stated that the gist of the amendment is to bring into regulation the brightness of electronic signs and frequency of changing messages. Discussion ensued as to whether the frequency should be set to 30 seconds or 60 seconds and if the size should be set to 32 square feet. It was also discussed if schools and churches should be excluded. It was decided that churches would be excluded with a reference to paragraph 2 but not schools.

Commissioner Nelms made a motion to open the Public Hearing; Commissioner Gunnin seconded and there was unanimous approval.

No one had signed up to speak.

Commissioner Nelms made a motion to close the Public Hearing; Commissioner Poole seconded and there was unanimous approval.

Commissioner Johnston made a motion to adopt the proposed ordinance with the following changes: At section 11.3 insert "electronic" in front of "sign"; at section 11.5-5, Section L, paragraph 1, sub-paragraph i, in reference to churches, electronic signs shall not be allowed in residential zones except by churches in which case paragraph 2 below shall apply; in paragraph 2, a sign shall not exceed 32 square feet at point "b"; point "c", add frequency of not less than 60 seconds; Section 3, 11.14 insert "electronic" in front of "sign". Commissioner Nelms seconded and there was unanimous approval.

PUBLIC COMMENT

No one had signed up to speak.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Amended: Consider appointment to Highland Rivers Board

Chairman Ahrens referenced an email received earlier in the day from CEO of Highland Rivers Jason Bearden with the recommendation of Chantel Adams as a candidate for Cherokee County's vacancy on the Highland Rivers Community Service Board.

Commissioner Johnston made a motion to appoint Chantel Adams to the Highland Rivers Community Service Board; Commissioner Nelms seconded and there was unanimous approval.

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 Approve increase in Animal Shelter Budget for additional funding received from the Mary Jean Payne Charitable Trust in the amount of \$10,000.00.

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

COUNTY MANAGER

- 2.1 Consider purchase of 1.86 +/- acres located at N. Industrial Way south of Univeter Road in the amount of \$125,000.00.

Mr. Cooper recommended postponing the item to obtain the services of an engineering firm to address options regarding the water retention on the property.

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

- 2.2 Approve the creation of a new position and budget amendment for PT Case Management Position which is fully funded by ARC Grant Funds.

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

- 2.3 Consider approval of Automatic Aid Agreement between Cherokee County and Pickens County to render supplemental fire suppression and protection to other party in the event of fire or other local emergencies and take part in joint training.

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

- 2.4 Award purchase order to low bidder, Contech Engineering Solutions, in the amount of \$35,046.00 for the acquisition and delivery of 284 LF of corrugated aluminum alloy pipe for the road work on Roscoe Collett Road.

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

2.5 Approval to issue a Letter of Intent to provide funding in the amount of \$225,000.00 from the Senior Home Repair Program to Canton Limited, LP for the development of a 74-Unit Seniors 55 years of age and older affordable rental housing complex.

Commissioner Johnston made a motion to approve with the condition that City of Canton provide an easement along the river for trails; Commissioner Gunnin seconded and there was unanimous approval.

COUNTY ATTORNEY

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 7:00 p.m.; Commissioner Gunnin seconded and the motion received unanimous approval.

ADJOURN

Cherokee Tribune May 31, 2013

Ad for Public Hearing to consider changes to Impact Fee Schedule:

Please take note that the Cherokee County Board of Commissioners will hold a public hearing on Tuesday, June 18, 2013 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia, to hear comments and suggestions regarding possible changes to the Impact Fee Ordinance of Cherokee County, Georgia, Chapter 32, Article II to modify the fees charged in the Impact Fee Schedule. The public is invited to attend.

M-1697

Notice of Public Hearing

Please take notice that the Board of Commissioners at its regularly scheduled meeting on June 18, 2013 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia will hold a public hearing at which time the Commissioners will take comments and suggestions regarding possible changes to the Impact Fee Ordinance of Cherokee County, Georgia (Chapter 32, Article II) to modify the fees charged in the Impact Fee Schedule. The public is invited to attend.

5:31

CHEROKEE COUNTY IMPACT FEE SCHEDULE

Net Impact Fee

ITE Code	Land Use Category								Adminis- tration (3%)	TOTAL IMPACT FEE	Unit of Measure*
		Library	Parks & Recreation	Fire	Public Safety Facility	Sheriff's Patrol	Roads	Subtotal			
<i>Residential</i>											
	Single-Family Detached Housing	281.058	283.741	538.956	250.309	9.947	589.695	\$1,953.707	58.611	\$2,012.32 per dwelling	
	Apartment	281.058	283.741	538.956	250.309	9.947	412.849	\$1,776.860	53.306	\$1,830.17 per dwelling	
	Residential Condominium/Townhouse	281.058	283.741	538.956	250.309	9.947	364.901	\$1,728.913	51.867	\$1,780.78 per dwelling	
<i>Port and Terminal</i>											
30	Truck Terminal	-	-	2,283.349	1,137.724	43.790	4,691.906	\$8,156.769	244.703	\$8,401.47 per acre	
<i>Industrial</i>											
110	General Light Industrial	-	-	0.450	0.224	0.009	0.399	\$1.082	0.032	\$1.11 per square foot	
120	General Heavy Industrial	-	-	0.356	0.178	0.007	0.086	\$0.627	0.019	\$0.65 per square foot	
140	Manufacturing	-	-	0.354	0.177	0.007	0.219	\$0.757	0.023	\$0.78 per square foot	
150	Warehousing	-	-	0.248	0.124	0.005	0.284	\$0.661	0.020	\$0.68 per square foot	
151	Mini-Warehouse	-	-	0.009	0.004	0.000	0.143	\$0.156	0.005	\$0.16 per square foot	
152	High-Cube Warehouse	-	-	0.035	0.018	0.001	0.007	\$0.061	0.002	\$0.06 per square foot	
<i>Lodging</i>											
310	Hotel	-	-	121.222	60.401	2.325	327.714	\$511.662	15.350	\$527.01 per room	
311	All Suites Hotel	-	-	138.364	68.943	2.654	229.253	\$439.213	13.176	\$452.39 per room	
312	Business Hotel	-	-	19.496	9.714	0.374	267.094	\$296.678	8.900	\$305.58 per room	
320	Motel	-	-	138.591	69.056	2.658	334.694	\$544.999	16.350	\$561.35 per room	
<i>Recreational</i>											
416	Campground/Recreational Vehicle Park	-	-	13.057	6.506	0.250	3,936.885	\$3,956.698	118.701	\$4,075.40 per camp site	
430	Golf Course	-	-	47.865	23.850	0.918	266.764	\$339.397	10.182	\$349.58 per acre	
435	Multipurpose Recreational Facility	-	-	97.440	48.551	1.869	4,783.754	\$4,931.614	147.948	\$5,079.56 per acre	
443	Movie Theater	-	-	0.292	0.145	0.006	4.132	\$4.575	0.137	\$4.71 per square foot	
460	Arena	-	-	649.532	323.642	12.457	1,764.135	\$2,749.767	82.493	\$2,832.26 per acre	
480	Amusement Park	-	-	1,772.395	883.131	33.991	4,009.927	\$6,699.444	200.983	\$6,900.43 per acre	
491	Tennis Courts	-	-	47.529	23.682	0.911	860.631	\$932.753	27.983	\$960.74 per acre	
492	Racquet Club	-	-	0.071	0.035	0.001	0.907	\$1.015	0.030	\$1.05 per square foot	
494	Bowling Alley	-	-	0.195	0.097	0.004	1.764	\$2.060	0.062	\$2.12 per square foot	
495	Recreational Community Center	-	-	0.164	0.082	0.003	1.211	\$1.459	0.044	\$1.50 per square foot	
<i>Institutional</i>											
521	Private School (K-12)	-	-	1.576	0.785	0.030	0.274	\$2.666	0.080	\$2.75 per square foot	
560	Church/Synagogue	-	-	0.100	0.050	0.002	0.511	\$0.663	0.020	\$0.68 per square foot	
565	Day Care Center	-	-	0.495	0.247	0.009	3.652	\$4.404	0.132	\$4.54 per square foot	
566	Cemetery	-	-	15.868	7.907	0.304	265.083	\$289.162	8.675	\$297.84 per acre	
591	Lodge/Fraternal Organization	-	-	194.879	97.102	3.737	2,628.409	\$2,924.128	87.724	\$3,011.85 per employee	
<i>Medical</i>											
610	Hospital	-	-	0.633	0.315	0.012	0.805	\$1.764	0.053	\$1.82 per square foot	
620	Nursing Home	-	-	126.212	62.888	2.420	121.893	\$313.413	9.402	\$322.82 per bed	
630	Clinic	-	-	194.879	97.102	3.737	371.595	\$667.314	20.019	\$687.33 per employee	

CHEROKEE COUNTY IMPACT FEE SCHEDULE

Net Impact Fee

ITE Code	Land Use Category	Public Safety						Subtotal	Adminis- tration (3%)	TOTAL IMPACT FEE	Unit of Measure*
		Library	Parks & Recreation	Fire	Facility	Sheriff's Patrol	Roads				
<i>Office</i>											
710	General Office Building	-	-	0.646	0.322	0.012	0.631	\$1.611	0.048	\$1.66 per square foot	
714	Corporate Headquarters Building	-	-	0.663	0.330	0.013	0.442	\$1.448	0.043	\$1.49 per square foot	
715	Single-Tenant Office Building	-	-	0.623	0.310	0.012	0.663	\$1.608	0.048	\$1.66 per square foot	
720	Medical-Dental Office Building	-	-	0.790	0.394	0.015	1.732	\$2.931	0.088	\$3.02 per square foot	
760	Research and Development Center	-	-	0.571	0.284	0.011	0.465	\$1.330	0.040	\$1.37 per square foot	
<i>Retail</i>											
812	Building Materials and Lumber Store	-	-	0.287	0.143	0.005	2.003	\$2.438	0.073	\$2.51 per square foot	
813	Free-Standing Discount Superstore	-	-	0.187	0.093	0.004	2.193	\$2.477	0.074	\$2.55 per square foot	
814	Specialty Retail Center	-	-	0.354	0.177	0.007	1.241	\$1.779	0.053	\$1.83 per square foot	
815	Free-Standing Discount Store	-	-	0.383	0.191	0.007	2.151	\$2.732	0.082	\$2.81 per square foot	
816	Hardware/Paint Store	-	-	0.188	0.094	0.004	1.278	\$1.563	0.047	\$1.61 per square foot	
817	Nursery (Garden Center)	-	-	0.318	0.158	0.006	1.820	\$2.302	0.069	\$2.37 per square foot	
818	Nursery (Wholesale)	-	-	0.325	0.162	0.006	1.967	\$2.460	0.074	\$2.53 per square foot	
820	Shopping Center	-	-	0.325	0.162	0.006	0.845	\$1.339	0.040	\$1.38 per square foot	
823	Factory Outlet Center	-	-	0.325	0.162	0.006	1.341	\$1.835	0.055	\$1.89 per square foot	
831	Quality Restaurant	-	-	1.454	0.724	0.028	4.593	\$6.799	0.204	\$7.00 per square foot	
832	High-Turnover (Sit-Down) Restaurant	-	-	1.454	0.724	0.028	6.412	\$8.618	0.259	\$8.88 per square foot	
834	Fast-Food Restaurant	-	-	2.124	1.058	0.041	16.682	\$19.906	0.597	\$20.50 per square foot	
835	Fast-Food (no interior dining) Restaurant	-	-	1.454	0.724	0.028	7.568	\$9.774	0.293	\$10.07 per square foot	
837	Quick Lubrication Vehicle Shop	-	-	409.246	203.915	7.848	2,067.358	\$2,688.368	80.651	\$2,769.02 per service bay	
840	Auto-Care Center	-	-	0.279	0.139	0.005	0.127	\$0.550	0.017	\$0.57 per square foot	
840	New Car Sales	-	-	0.346	0.172	0.007	1.845	\$2.369	0.071	\$2.44 per square foot	
843	Auto Parts Store	-	-	0.187	0.093	0.004	3.200	\$3.484	0.105	\$3.59 per square foot	
847	Self-Service Car Wash	-	-	38.976	19.420	0.747	2,690.056	\$2,749.200	82.476	\$2,831.68 per stall	
848	Tire Store	-	-	0.249	0.124	0.005	1.285	\$1.664	0.050	\$1.71 per square foot	
849	Wholesale Tire Store	-	-	0.249	0.124	0.005	1.052	\$1.431	0.043	\$1.47 per square foot	
850	Supermarket	-	-	0.247	0.123	0.005	4.375	\$4.750	0.143	\$4.89 per square foot	
851	Convenience Market (Open 24 Hours)	-	-	0.351	0.175	0.007	18.382	\$18.914	0.567	\$19.48 per square foot	
852	Convenience Market (Open 15-16 Hours)	-	-	0.341	0.170	0.007	15.797	\$16.314	0.489	\$16.80 per square foot	
853	Convenience Market with Gasoline Pumps	-	-	0.351	0.175	0.007	21.062	\$21.594	0.648	\$22.24 per square foot	
860	Wholesale Market	-	-	0.160	0.080	0.003	0.256	\$0.498	0.015	\$0.51 per square foot	
861	Discount Club	-	-	0.253	0.126	0.005	1.588	\$1.972	0.059	\$2.03 per square foot	
862	Home Improvement Superstore	-	-	0.187	0.093	0.004	1.637	\$1.921	0.058	\$1.98 per square foot	
863	Electronics Superstore	-	-	0.187	0.093	0.004	2.272	\$2.556	0.077	\$2.63 per square foot	
870	Apparel Store	-	-	0.325	0.162	0.006	2.026	\$2.520	0.076	\$2.60 per square foot	
881	Pharmacy/Drugstore	-	-	0.325	0.162	0.006	2.690	\$3.184	0.096	\$3.28 per square foot	
890	Furniture Store	-	-	0.081	0.040	0.002	0.255	\$0.378	0.011	\$0.39 per square foot	
<i>Services</i>											
912	Drive-in Bank	-	-	0.710	0.354	0.014	10.074	\$11.151	0.335	\$11.49 per square foot	

Impact Fees reflect credit given for forecasted SPLOST and general fund contributions.

**"square foot" means square feet of gross building floor area.*

STATE OF GEORGIA

COUNTY OF CHEROKEE

ORDINANCE No. 2013 - ____

An Ordinance to amend the Cherokee County Code of Ordinances, Chapter 32 Land Development, Article II Impact Fees, Section 32-30 Fee Assessment and Payment – Fee Schedule and referenced as Appendix A; to reduce impact fees to encourage economic development; to promote the public health, safety, and welfare; and for other purposes.

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

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

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

WHEREAS, the County, along with much of the country, is enmeshed in an economic crisis that has stifled development in the County; and

WHEREAS, the Board finds that it is in the public interest to amend the Impact Fee Ordinance, more specifically Appendix A – Impact Fee Schedule, dated August 1, 2012, to reduce impact fees charged for roads for the purpose of encouraging economic development during this economic crisis; and

WHEREAS, the Impact Fee Ordinance provides for waiver of impact fees for projects that can demonstrate extraordinary economic development and employment growth in Cherokee County; and

WHEREAS, the Board finds that in this economic crisis, development of any kind will create jobs and act as an economic stimulus for the community such that an across-the-board reduction in impact fees charged for roads is warranted to encourage development activity; and

WHEREAS, a notice of public hearing was duly published as required by O.C.G.A. § 36-66-4; and

WHEREAS, a public hearing by the Board of Commissioners was held on June 18, 2013, after public notice as required by law, at which time citizens of the county were given the opportunity to attend and comment;

NOW, THEREFORE, BE IT ORDAINED by the Cherokee County Board of Commissioners and it is hereby enacted pursuant to the authority of the same that the Code of Ordinances of Cherokee County, specifically Chapter 32 Land Development, Article II Impact Fees, Section 32-30, Fee Assessment and Payment – Fee Schedule referenced as Appendix A, is hereby amended effective July 1, 2013 to read as shown in Exhibit 1, attached hereto, and which represents impact fees charged as 10% of the total impact fee currently being charged for Roads.

SO ORDAINED this ____ day of June 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr., Chairman

Harry B. Johnston, District 1 Commissioner

Raymond Gunnin, District 2 Commissioner

Brian Poole, District 3 Commissioner

Jason Nelms, District 4 Commissioner

ATTEST:

Christy Black, County Clerk

(SEAL)



Planning and Land Use

TO: Board of Commissioners
Jerry Cooper, County Manager
Angela E. Davis, County Attorney
Christy Black, County Clerk

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: June 11, 2013

SUBJECT: Summary of Zoning Cases

At the June 4, 2013 meeting the Planning Commission reviewed the following items:

Zoning Cases:

CASE NUMBER	: 13-05-005
APPLICANT	: Peach Consolidated Properties, LLC
ZONING CHANGE	: NC to GC
LOCATION	: 2333 Cumming Highway
MAP & PARCEL NUMBER	: 14N23A, Part of Parcel 017
ACRES	: 3.5
PROPOSED DEVELOPMENT	: Convenience Store with Gasoline Sales
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Suburban Growth
PLANNING COMMISSION RECOMMENDATION	: Denial

CASE NUMBER	: 13-06-006
APPLICANT	: James Bartley Williams
ZONING CHANGE	: AG to OI
LOCATION	: 10685 East Cherokee Drive
MAP & PARCEL NUMBER	: 03N11, Part of Parcel 141
ACRES	: 0.50
PROPOSED DEVELOPMENT	: Crematorium
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Community Village Node over Suburban Growth
PLANNING COMMISSION RECOMMENDATION	: Approval



Cherokee County, Georgia Agenda Request

1.1

SUBJECT: Surplus Electronics

MEETING DATE: June 18, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Authorize disposal of electronics, file cabinets and chair – all in poor condition.

FACTS AND ISSUES:

The District Attorney's Office would like to surplus electronics, file cabinets and other items. Items include calculators, camera kits, cassette players, computer processing units (CPU), DVD writer, heaters, computer monitors, printers, stereo's, computer keyboards, cabinets and old desks.

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: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve surplus

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, handwritten signature in black ink, appearing to be "J. W. Cooper", is written over the signature lines for the Department Head, Agency Director, and County Manager.

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

SURPLUS PROPERTY TRANSFER FORM

Date: June 7, 2013

Transferred From: Cherokee Co. District Attorney's Office 90 North Street, suite 390 Canton, GA 30114	Transferred To:
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	2	Honeywell Air Filter, no model or serial #	P			
2	1	Auto Letter Folder, Martin Yale, Model 1601110, serial 3509	P			
3	1	Sharp Calculator model EL_1192BL, serial# 5D018861	P			
4	3	Polaroid Camera Kit, model Spectra AF, no serial #	P			
5	2	Cassette Player, Panasonic, Model RQ-L51 & SLE	P			
6	2	Cassette Player, Radio Shack, Models CTR-117 & CTR-123	P			
7	2	Cassette Player, Optimus, Model CTR-107, serial #1040282 & 287175	P			
8	1	CD writer, Iomega, model CDRW55292EXT, serial # PU350500331	P			
9	1	CPU, Dell serial # CN-OYO919-70821-389-20E1	P			
10	1	CPD, Gateway Serial # 001840739	P			
11	1	CPU, Dell Serial # CN-0WC292-42940-54T-01YA	P			
12	1	CPU, Gateway, model GP-400e, serial # 16805197	P			

Purchasing Representative Signature: <i>Shannon Wallace</i>	Dept Property Coordinator Signature:	Received By Signature:
Title: District Attorney	Title:	Title:
Date: 6-7-2013	Date:	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: June 7, 2013

Transferred From: Cherokee Co. District Attorney's Office 90 North Street, suite 390 Canton, GA 30114	Transferred To:
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Dual Cassette Player, Pioneer Model CT-1060W serial # RNA-759	P			
2	1	Dual Cassette Player, Yamaha, Model # K-903, serial # S217519UW	P			
3	2	DVD Writer Iomega, model # DVDRW16XUSB, serial # CHAE490013	P			
4	1	DVD Writer HP, model # DVD630E, serial # S1CNK431380C	P			
5	2	Foot Pedals for Transcripts, no model # or serial #	P			
6	1	Heater, maker is Holmes, no model # or serial #	P			
7	1	Dell Laptop, serial # CN-OD2125-48643-51R-7978	P			
8	1	Dell Laptop, serial # CN-ONF743-48643-76D-1940	P			
9	1	Mini Disc Player, Sony, Model # MDS-JB940, serial # 8803148	P			
10	1	Gateway Monitor, model # EV7000, serial # MIE2JB100714	P			
11	1	Dell Monitor, model # E773c, serial # CN-OPO151-84180-431-0828	P			
12	1	Dell Monitor, model# M991, serial # cannot read	P			

Purchasing Representative Signature: <i>Shannon Wallace</i> Title: District Attorney Date: June 7, 2013	Dept Property Coordinator Signature: Title: Date:	Received By Signature: Title: Date:
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CHEROKEE COUNTY BOARD OF COMMISSIONERS
 1130 Bluffs Parkway
 Canton, GA 30114

SURPLUS PROPERTY TRANSFER FORM

Date: June 7, 2013

Transferred From: Cherokee County District Attorney's Office 90 North Street, suite 390 Canton, GA 30114	Transferred To:
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Dell Monitor, serial # CN-OPO151-64180-42B-33MT	P			
2	1	Gateway Monitor, model# EV700, serial # not located	P			
3	1	Gateway Monitor, model# EV700, serial # 17004A302539	P			
4	1	HP Printer, model# C3916A, serial # USKB166387	P			
5	2	Canon Portable Printer, serial#s XCL91863 & XCL94177	P			
6	1	HP Laser Jet 2012, Serial # CNBK605654	P			
7	1	Projector DOAR, county # 1081	P			
8	1	HP Scanner, Model Scan Jet 3300C, serial # MY99E1202K	P			
9	1	Stereo Sony model CFD-ZW155, serial # not located	P			
10	2	Stereo Sony model and serial #s not located	P			
11	1	Stereo Aiwa model CA-DW53, serial # not located	P			
12	1	Stereo Sony model CFD-22, serial # not located	P			

Purchasing Representative	Dept Property Coordinator	Received By
Signature: <i>Shannon Wallace</i>	Signature:	Signature:
Title: District Attorney	Title:	Title:
Date: June 7, 2013	Date:	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: June 7, 2013

Transferred From: Cherokee County District Attorney's Office 90 North Street, suite 390 Canton, GA 30114	Transferred To:
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	TV/VCR, Emerson model EMC1303, serial # V45373094	P			
2	1	IBM typewriter - county # 37-182-102	P			
3	1	IBM typewriter - county # 31-182-100	P			
4	1	Dell Monitor serial# CN-0V4931-46633-496-3KYL	P			
5	1	Dell Laptop docking station - CN-07W762-64535-45L-0024	P			
6	1	Dell Laptop docking station - CN-06V643-42940-3AT-01QI	P			
7	1	HP Scanjet 63110 serial # 9AXA5165	P			
8	1	Sony ATRAC DSP TYPE-R/ATRAC 3 - 8803148	P			
9	5	Dell Keyboard - non USB connect	P			
10	1	Gateway keyboard - non USB connect	P			
11	2	multi drawer cabinet	F			
12	6	metal secretary desk	P			

Purchasing Representative Signature: <i>Shannon Wallace</i>	Dept Property Coordinator Signature:	Received By Signature:
Title: District Attorney	Title:	Title:
Date: June 7, 2013	Date:	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: June 7, 2013

Transferred From: Cherokee County District Attorney's Office 90 North Street, suite 390 Canton, GA 30114	Transferred To:
---	-----------------

Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	type writer desk - brown in color	F			
2	2	Green desk chairs - broken	P			
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: <i>Shannon Wallace</i>	Dept Property Coordinator Signature:	Received By Signature:
Title: District Attorney	Title:	Title:
Date: June 7, 2013	Date:	Date:



Cherokee County, Georgia Agenda Request

1.2

SUBJECT: Grant Fund Budget Amendment

MEETING DATE: 6/18/2013

SUBMITTED BY: Kristi Thompson for Sheriff Office

COMMISSION ACTION REQUESTED:

Approve Budget Amendment to increase FY13 budgeted revenues and expenditures for the Multiple Grant Fund 250 and authorize purchase of the Intoxilyzer 9000 as per the terms and conditions of the Grant Agreement.

FACTS AND ISSUES:

The County received a federal non-matching grant administered by the Criminal Justice Coordinating Council (CJCC) in the total amount of \$9,000 for the purchase of an upgraded alcohol concentration instrument.

The Intoxilyzer 5000 was approved in 1995 as the sole instrument for law enforcement agencies to measure a subject's breath alcohol concentration throughout Georgia. However, due to the age of the 5000 Model, it has become difficult to get replacement parts and the software has become obsolete. Therefore, the State has received federal grant funds to allow law enforcement agencies to upgrade their current Intoxilyzer 5000 model to the new Intoxilyzer 9000 model. There are no County funds required as a match for this grant; it is 100% funded with federal grant monies.

A Budget Amendment is needed to allocate the new grant monies in the adopted FY13 Budget.

The procurement of this Intoxilyzer must be made by August 31, 2013 in accordance with the terms of the Grant Agreement B82-8-414. There is only one company that makes the State approved Intoxilyzer 9000 so this will be a "sole source" purchase. In 2012 the Georgia Bureau of Investigation performed an extensive evaluation process of three (3) different alcohol concentration instruments. The Intoxilyzer 9000 manufactured by CMI, Inc. in Owensboro, KY was selected as the sole source provider for Georgia.

BUDGET:

Budgeted Amount:	\$0	Account Name:	ADC Grant – Other Equipment
Amount Encumbered:	\$0	Expense Account #:	23420555-542500-INTX
Amount Spent to Date:	\$0	Revenue Account #:	25030-331100-INTX
Amount Requested:	\$9,000		
Remaining Budget:	\$9,000		

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

Contract: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve Budget Amendment to increase FY13 budgeted revenues and expenditures for the Multiple Grant Fund 250 and authorize purchase of the Intoxilyzer 9000 as per the terms and conditions of the Grant Agreement.

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
25030	331100-INTX	Safety Federal Grant	9,000.00
			9,000.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
23420555	542500-INTX	ADC Grant - Other Equipment	9,000.00
			9,000.00

PURPOSE OF TRANSFER/ AMENDMENT

Budget Amendment to allocate federal subgrant B82-8-414 administered by CJCC

Department Head Approval:

Jarrell Funk

County Manager Approval:

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

6/18/2013



Cherokee County, Georgia Agenda Request

SUBJECT: Fire/ES Air Trailer

MEETING DATE: 6/18/2013

SUBMITTED BY: Cherokee County Fire/Emergency Services

COMMISSION ACTION REQUESTED:

Award purchase order to low bidder, Breathing Air Systems, in the amount of \$55,967 for the acquisition and delivery of an enclosed Air Trailer System.

FACTS AND ISSUES:

Request for Proposal# 2013-44 was released on April 30, 2013. There are only three (3) companies which sell enclosed Air Trailer Systems. A pre-proposal meeting was held on May 9, 2013 with representatives from the three suppliers, Cherokee Fire/ES and the Procurement Department to discuss the specifications of the System needed. One supplier stated they did not offer a product that met the specifications; their system is much larger than the needs of Cherokee Fire/ES and does not offer the customization needed.

Proposals from the two (2) remaining suppliers were received on May 24, 2013 and were reviewed and ranked in accordance with the criteria outlined in the RFP; 65% of total score was based on price and 35% of total score was based on how well the system quoted by the Supplier matched the specifications. The Proposal results are below and the Procurement Department's scoring sheet is attached for further detail.

Supplier	Size	Cost	Score (out of 100)
Breathing Air Systems	12' Trailer	\$55,967	98.5
Stallion Air	16' Trailer	\$66,744	69.6

BUDGET:

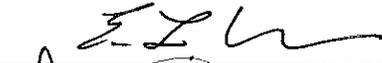
Budgeted Amount:	\$1.5M	Account Name:	SPLOST 2012 - Fire
Amount Encumbered:	\$1.25M	Account #:	3357100-542100-66200
Amount Spent to Date:	\$0		
Amount Requested:	\$56,000		
Remaining Budget:	\$194,000		

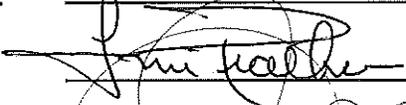
Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
 Contract: Yes No Ordinance/Resolution: Yes No
 Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Consider awarding purchase order to low bidder, Breathing Air Systems, in the amount of \$55,967 for the acquisition and delivery of an enclosed Air Trailer System for the Cherokee County Fire and Emergency Services.

REVIEWED BY:

DEPARTMENT HEAD:  Eddie Robinson

AGENCY DIRECTOR: 

COUNTY MANAGER: 

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFP# 2013-44: AIR TRAILER SYSTEM

SCORING SHEET

Supplier	Cost Max 65 Pts	Specifications Max 35 Pts	TOTAL (out of 100)
Breathing Air Systems	65	33.5	98.5
Stallion Air	54.6	15	69.6

	Min Specification	Max Pts	Breathing Air Systems		Stallion Air	
			Specs	Pts	Specs	Pts
Trailer Size	12-foot	7	12-foot	7	16-foot	5
Doors	Flip Up	7	Flip-up	7	Roll-up	5
Compressor	13	7	13	7	14	5
Fuel	Gasoline	7	Gasoline	7	Deisel	0
Warranty	System - 2 Yr	3.5	Partial	2	Not Included	0
	Compressor - 5 Yr	3.5	Yes	3.5	Not Included	0
		35	33.5		15	

Total score assigned to each supplier is not indicative of any inference to product quality.

Total score assigned is based solely on points assigned to each specification of the System requested by the Agency.

The Agency specified the maximum requirements the system would need based on the intended usage and available funding.



Cherokee County, Georgia
Agenda Request

SUBJECT: Acceptance State Grant Award

MEETING DATE: 06/18/2013

SUBMITTED BY: Jennifer Williams, Coordinator, Drug Accountability Court

COMMISSION ACTION REQUESTED:

Approve Grant Award in the amount of \$ 141,831 for the Blue Ridge Judicial Circuit Drug Accountability Court.

FACTS AND ISSUES:

- Received funding in 2012-2013 for Implementation grant for the Blue Ridge Judicial Circuit Drug Accountability Court.
- This award is a continuation grant and will provide funding for:
 - Program Coordinator 50,000
 - Compliance Officer 18,011 (other 1/2 of salary paid for by DUI court grant)
 - Fringe 20,008
 - Contract Personnel 38,212
 - Drug Tests 14,100
 - Office Supplies 1,500
- Will maintain positions already created in previous grant award year.
- No Match is required.

BUDGET:

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

Account Name:
 Account #:

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
 Contract: Yes No Ordinance/Resolution: Yes No
 Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Jennifer J. Williams



STATE OF GEORGIA

OFFICE OF THE GOVERNOR

ATLANTA 30334-0900

Nathan Deal
GOVERNOR

May 15, 2013

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

Dear Judge McElyea:

Congratulations! I am pleased to notify you that the Accountability Court Funding Committee has awarded a grant to the Blue Ridge Judicial Circuit Superior Court in the amount of \$141,831. This grant award is effective July 1, 2013 through June 30, 2014.

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

You soon will receive information from the Accountability Court Funding Committee and the Criminal Justice Coordinating Council pertaining to your project funding and other grant-related matters. Thank you for service to the State of Georgia.

Sincerely,

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

Nathan Deal

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia - Accountability Courts Grant

SUBGRANT AWARD

SUBGRANTEE: Cherokee County Board of Commissioners

IMPLEMENTING AGENCY: Blue Ridge Judicial Circuit
PROJECT NAME: Adult Felony Drug Courts
SUBGRANT NUMBER: J13-8-006

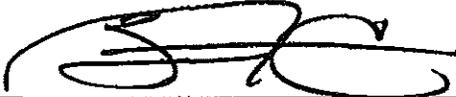
FEDERAL FUNDS: \$ 141,831
MATCHING FUNDS: \$ 0
TOTAL FUNDS: \$ 141,831
GRANT PERIOD: 07/01/13-06/30/14

This award is made under the Accountability Courts State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 28, 2013.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Braxton T. Cotton, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/13

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-6000799-007

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	1111123	1	07/01/13	9		**	J13-8-006
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	11112				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Adult Felony Drug Courts	624.41	\$ 141,831

Accountability Court Funding Committee

2014 GRANT AWARD OVERVIEW

July 1, 2013 – June 30, 2014

COURT NAME: Blue Ridge Judicial Circuit Drug Court
PRESIDING JUDGE: Hon. Ellen McElyea
FY14 AWARD TOTAL: \$141,831

<u>Budget Worksheet Category</u>	<u>Line Item Approvals</u>	<u>Category Total</u>
A.1 Personnel/Salaries:	Program Coordinator - \$50,000 Compliance Officer - \$18,011	\$68,011
A.2 Personnel/Fringe Benefits:	Personnel/Fringe for A.1	\$20,008
B. Contract Personnel:	Treatment Provider - \$36,772 Assessments - \$2,880	\$38,212
C. Drug Tests:	Drug Tests & Supplies	\$14,100
D. Supplies/Printing:	Office Supplies	\$1,500
E. Equipment:		\$0
F. Travel:		\$0
G. Other:		\$0

Cherokee County, Georgia Agenda Request

SUBJECT: FY 2013 JAG Grant

MEETING DATE: June 18, 2013

SUBMITTED BY:

Vicki Benefield

COMMISSION ACTION REQUESTED:

Approval of FY 2013 Justice Assistance Grant in the amount of \$10,082 for the purchase of 2 patrol cameras with accessories.

FACTS AND ISSUES:

This grant is written for the purchase of 2 patrol cameras with accessories. This is a no match grant and due July 09, 2013

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

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

Contract Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

To approve the FY2013 Justice Assistance Grant in the amount of \$10,082.00.

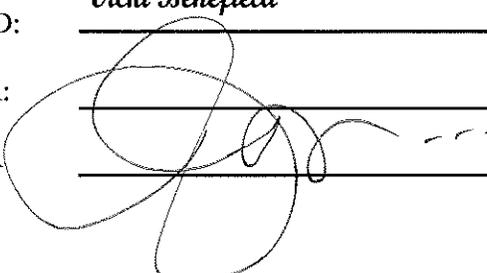
REVIEWED BY:

DEPARTMENT HEAD:

Vicki Benefield

AGENCY DIRECTOR:

COUNTY MANAGER:





1010110101011010010010101001101

Digital Ally

QUOTE

Bill To:

Cherokee County Sheriff's Office
 D/S P. Massuca
 7625 Vaughn Road
 Canton, GA 30115
 (678) 300-3711
 (678) 749-0133
pamazzucacherokeega.com

Ship To:

Cherokee County Sheriff's Office
 D/S P. Massuca
 7625 Vaughn Road
 Canton, GA 30115
 (678) 300-3711
 (678) 749-0133
pamazzucacherokeega.com

End User:

Cherokee County Sheriff's Office
 D/S P. Massuca
 7625 Vaughn Road
 Canton, GA 30115
 (678) 300-3711
 (678) 749-0133
pamazzucacherokeega.com

Local Representative :

Spencer Crane
Cell: 706-202-7570
spencer.crane@digitalallyinc.com

Date	Quote Number	Sales Representative	Shipping Method	Payment Terms	
5/31/2013	SC13-1175	Spencer Crane	FedEx	Net 30	
Qty	Item #	Description	Unit Price		Total
2	001-0550-30	DVM500 Plus Digital Video Mirror Kit	\$4,295.00		\$8,590.00
2	*	Wireless Transfer Module Kit	\$500.00		\$1,000.00
2	006-0808-00	Camera Kit, Rear External 500/500+	\$175.00		\$350.00
2	*	Ignition Power-Up Option At Purchase	\$150.00		\$300.00
2	010-9000	Items, Miscellaneous	-\$300.00		(\$600.00)
2	002-05030-00	Drop Down Mount	\$0.00		
2	002-05112-00	Dodge Charge Adapter Puck			
8	004-0075-00	Case, VoiceVault Wireless Mic Flat Leather	\$35.00		\$280.00
				Subtotal	\$9,920.00
				Shipping	\$60.00
				Subtotal	\$9,980.00
				Sales tax rate	
				Sales tax on purchase	
				Total	\$9,980.00

Notes:



QUOTE

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. **Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.
2. **Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.
3. **Security Interest.** Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may reasonably be requested in order to protect Digital Ally's security interest in the goods, including the filing of financing statements may deem necessary to perfect its security interest.
4. **Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
5. **Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Grain Valley, Missouri.
6. **Force Majeure.** Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. **DIGITAL ALLY WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES FROM ANY DELAY WHATSOEVER.**
7. **Limitation of Liability.** You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. **DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.**
8. **Warranty; Limitations on Remedies.** Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. **THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.**
9. **Indemnity.** You will defend Digital Ally, its managers, agents, employees, successors and assigns, and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.
10. **Risk of Loss.** Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.
11. **Acceptance; Claims for Shortage or Error.** Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt.
12. **Governing Law; Jurisdiction and Venue.** This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.
13. **Prevailing Party's Attorneys' Fees.** In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

Cherokee County, Georgia
Agenda Request

Agenda No.

2.4

SUBJECT: STOP VAWA CJSI GRANT MEETING DATE: 06/18/2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve submission of continuation application for STOP VAWA Criminal Justice System Improvement (CJSI) Grant.

FACTS AND ISSUES:

- Grant Cycle is January 1, 2014-December 31, 2014. Award amount for 2010, 2011, and 2012 was \$80,000 per year. Required match for these years was \$26,666.
 - Match funding is satisfied with existing personnel, match will not require any new county funds.
 - Grant is renewable yearly as funding allows.
 - Grant will continue Violence Against Women Prosecution Unit. Federal award will fund a prosecutor and a part time Investigator.
 - Crimes assigned to the unit are sexual assault, domestic violence, and stalking.
-

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget

Budget Adjustment Necessary:

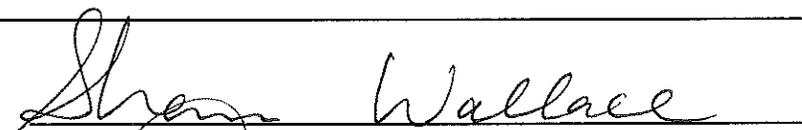
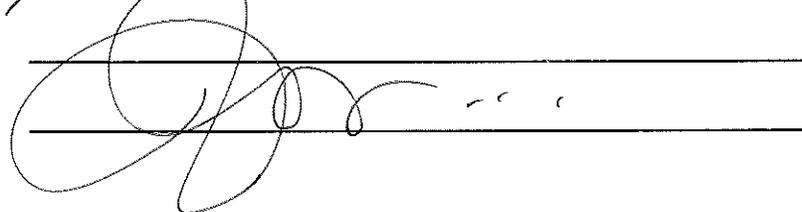
ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Cherokee County, Georgia
Agenda Request

Agenda No.

2.5

SUBJECT: VOCA Grant Renewal Application MEETING DATE: 06/18/2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve continuation of Victims of Crime Act (VOCA) Grant.

FACTS AND ISSUES:

- Grant Cycle is October 1, 2013 – September 30, 2014.
- Cherokee County has been receiving the VOCA grant since 1992.
- The VOCA grant assists in the funding of 3 positions for the Victim Witness Assistance Program within the Cherokee County District Attorney's Office.
- Funding for the October 1, 2012-September 30, 2013 cycle is \$87,397. Required match is \$21,849.
- The same monies will be requested in the October 1, 2013 – September 30, 2014 cycle.
- Match funding is satisfied with existing personnel, match will not require any new county funds.

BUDGET:

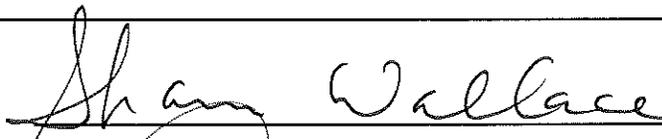
Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	
Remaining Budget	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

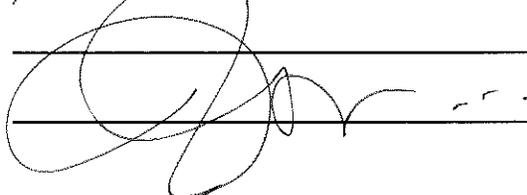
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:





Cherokee County, Georgia
Agenda Request

2.6

SUBJECT: Intergovernmental Agreement
With Cobb County for
Summer Drive Pipe Culvert Improvement

MEETING DATE: June 18, 2013

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of an Intergovernmental Agreement between Cherokee County and Cobb County for Improvements to a pipe culvert on Summer Drive.

FACTS AND ISSUES:

The Cherokee County Roads & Bridges Division will be replacing a deteriorated pipe culvert on Summer Drive in south Cherokee County this summer. The County boundary with Cobb County bisects this culvert – 50% of the pipe is located in Cherokee County and 50% of the pipe is located in Cobb County. The work consists of replacement of the existing pipe culvert and reconstruction of the portion of the Summer Drive roadway over the top of the pipe culvert.

The costs for the project have been estimated by the Roads & Bridges Division based on actual work within each jurisdiction's boundary; in this case 50%-50%. Total project cost is \$60,000.00. The estimated cost for Cherokee County's portion of the work is \$30,000.00 and the estimated cost for Cobb County's portion is \$30,000.00. Work is included under the Roads & Bridges SPLOST project budget.

Both the Cherokee County Attorney and the Cobb County Attorney have reviewed and approved this agreement. The agreement will be presented to the Cobb County Board of Commissioners on June 25, 2013 for their approval.

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: Yes No Ordinance/Resolution: Yes No
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

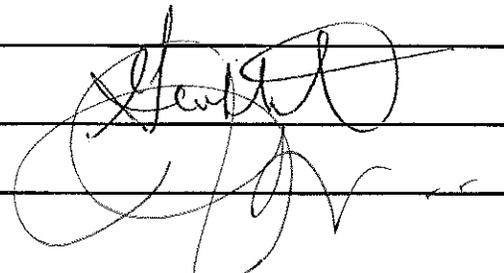
Approval of an Intergovernmental Agreement between Cherokee County and Cobb County for Improvements to a pipe culvert on Summer Drive.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



INTERGOVERNMENTAL AGREEMENT

By and Between Cherokee County and Cobb County For Improvements to Pipe Culvert on Summer Drive

THIS AGREEMENT made and entered into by and between Cobb County, a political subdivision of the State of Georgia, hereinafter referred to as "Cobb," and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as "Cherokee."

WITNESSETH

WHEREAS, Summer Drive is located in both the jurisdictions of Cobb and Cherokee;
and

WHEREAS, an existing 60"x 96" storm drainage pipe culvert crosses Summer Drive and is bisected by the jurisdictional boundary of both Cobb and Cherokee; and

WHEREAS, the existing pipe culvert is in need of replacement; and

WHEREAS, both Cobb and Cherokee recognize the need to replace the pipe culvert; and

WHEREAS, Cherokee possesses the staff, materials and equipment to complete the replacement of the pipe culvert without delay and is willing to do so; and

WHEREAS, Cobb and Cherokee are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia and O.C.G.A. Sec. 32-4-111(b) to enter into this intergovernmental agreement.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by Cobb and Cherokee as follows:

1.

SERVICES

1.1 Cherokee, through its Roads & Bridges Division, shall provide culvert pipe replacement and subsequent roadway restoration on Summer Drive (the "Work"). The total cost of the Work is estimated not to exceed \$60,000.00. Cherokee agrees to complete said Work not later than six (6) months after the date of execution of this Agreement.

1.2 Cobb agrees that it shall, within thirty (30) days of Cherokee completing the Work and providing written notice to Cobb of the completion of the Work and the amount of

Work-related costs incurred by Cherokee, reimburse Cherokee for one-half of the costs incurred by Cherokee in performing the Work in an amount not to exceed \$30,000.00.

2.

TERM

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until both: 1) completion of the Work by Cherokee; and 2) Cherokee's receipt of reimbursement of costs of the Work from Cobb as contemplated by Section 1.2 above.

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

4.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

Cobb County:

Attn: David Hankerson, County Manager

Cobb County

100 Cherokee Street

Marietta, Georgia 30090

Cherokee County:

Attn: Jerry W. Cooper, County Manager

Cherokee County

1130 Bluffs Parkway

Canton, Georgia 30114

5.

GENERAL PROVISIONS OF THIS AGREEMENT

5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

5.2 No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

5.6 Pursuant to O.C.G.A. § 13-10-91, et seq., Cherokee has provided evidence on the form attached hereto as Exhibits "A" that it has conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of employee social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, as required by O.C.G.A. § 13-10-91. In the event Cherokee employs or contracts with

any subcontractor(s) in connection with the covered contract, Cherokee 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" (unless such party is exempt from such requirements under Georgia law), and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

Cherokee 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. Further, Cherokee agrees that the employee-number category designated below is correct in relation that Cherokee's employee status.

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

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

5.7 (1) Records:

(a) Records shall be established and maintained by the Parties in accordance with requirements prescribed by each 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, either Party shall furnish to the other Party any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the other Party.

(3) Audits and Inspections:

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

5.8 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.

5.10 Neither Party 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 either Party; (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.

6.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements among the parties and constitutes the full, complete and entire agreement among the parties with respect to the Project; no member, officer, employee, representative or agent of any party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification or amendment to this Agreement shall be binding on any party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by all parties.

7.

AUTHORITY TO ENTER INTO AGREEMENT

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

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.

9.

NONDISCRIMINATION

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Cherokee agrees that, during performance of this Agreement, Cherokee, for itself,

its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Cherokee agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 9 in every subcontract for services contemplated under this Agreement. Additionally, Cherokee agrees to abide by all applicable provisions of Appendix "A," attached hereto and incorporated herein by reference, in conformance with requirements of the Georgia Department of Transportation.

SO AGREED by the parties who have hereunto set their hands and affixed their seals this ____ day of _____, 2013.

Cobb County

By: Tim Lee, Chairman

Attest: _____
County Clerk (Seal)

Cherokee County

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

Attest: _____
County Clerk (Seal)

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF _____**

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 _____ 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 will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ 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

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

Date of Authorization

Signature of Authorized Officer or Agent

Name of Subcontractor

Printed Name and Title of Authorized Officer or
Agent

Name of Project

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

Name of Public Employer

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

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



Cherokee County, Georgia
Agenda Request

SUBJECT: Easement @ Badger Creek for Sawnee EMC

MEETING DATE: 6/18/13

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of a Right of Way Easement for Sawnee EMC for the installation and maintenance of underground electrical wires for athletic field lighting @ Badger Creek Park.

FACTS AND ISSUES:

Per the Park Use Agreement and as approved by the Board of Commissioners, Cherokee Impact is preparing to install athletic field lighting on fields 1-5 at Badger Creek Park. In order to do so, Sawnee EMC has requested a Right of Way Easement to install and maintain the electrical wiring and transformer to support the lighting on field 5.

The two transformers for fields 1-4 are within an existing easement. On Exhibit A of the attached ROW Easement, the requested easement is highlighted in green. It will be 10 feet wide; 5 feet on either side of the electrical conductor and will permit ingress and egress for construction and maintenance of the line.

BUDGET:

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

Budget Adjustment Necessary: Yes [] No [x] Note: If yes, please attach budget amendment form.
Contract: Yes [x] No [] Ordinance/Resolution: Yes [] No [x]
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of a Right of Way Easement for Sawnee EMC for the installation and maintenance of underground electrical wires for athletic field lighting @ Badger Creek Park.

REVIEWED BY:

DEPARTMENT HEAD:
AGENCY DIRECTOR: [Signature]
COUNTY MANAGER [Signature]

Record and Return to:
Sawnee EMC
543 Atlanta Highway
Cumming, GA 30040

STATE OF GEORGIA
COUNTY OF CHEROKEE

RIGHT OF WAY EASEMENT
(Commercial Development)

This **RIGHT OF WAY EASEMENT** granted and conveyed by the undersigned ("Grantor") to Sawnee Electric Membership Corporation ("Grantee"), as of this 24th day of May, 2013. The terms "Grantor" and "Grantee" to include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits, and in the case of "Grantee," the term shall also include Grantee's employees, contractors, agents and lessees. In consideration of the provision of electric service by Grantee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the right-of-way easement area described below ("Easement Area") and the property of Grantor described below (the "Property") for the following uses and purposes:

Construct and Reconstruct

To install, reinstall, construct, reconstruct, replace, relocate, operate, maintain, use, repair, alter, improve, substitute for, extend, add and remove above ground, surface and underground lines, wires, cables, apparatus and facilities (separately or collectively, the "System") within the Easement Area, including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, fuel cells, pads, equipment and appliances, foundations and footings, guywires, anchors and stub poles (which anchors and stub poles may be located outside the Easement Area) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data and other information, TV, cable TV, on demand broadcast services and other entertainment, and communication, internet and other service and signals, and any other tangible or intangible commodity or service.

Temporary Construction and Maintenance Easement

In addition to the easement rights set forth above, Grantor grants a construction easement incident and appurtenant to the foregoing easement over such land abutting same as may be reasonably necessary for the purpose of installing and thereafter maintaining, repairing or replacing Grantee's System.

Ingress and Egress

To enter upon the Easement Area and the Property (through any adjacent property of Grantor, if necessary) at any time for the purpose of inspecting said lines and System and making necessary maintenance, repairs, alterations, changes, upgrades, enhancements, expansions, additions and substitutions in said lines and System from time to time as Grantee deems advisable or expedient and, without limitation, for any of the purposes enumerated above.

Right-of-Way Maintenance

To keep and maintain the Easement Area clear, by mechanical or chemical means or otherwise, of all structures, trees, limbs or branches, stumps, roots, shrubbery and underground growth within the Easement Area. To cut and, in Grantee's discretion, remove or leave any tree or trees ("danger tree(s)") outside of the Easement Area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and System. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the line or System.

Reservations to Grantor

Grantor reserves unto Grantor the full right to take, choose and enjoy the land embraced within the Easement Area in every manner not inconsistent with this grant of Right-of-Way Easement, including but not limited to, the specific right to construct driveways, entrance ways and sidewalks upon, over and across the easements. The rights reserved by Grantor shall be subject, however, at all times, to the requirements of the Georgia Utility Facilities Protection Act, the High Voltage Safety Act, and the paramount right of Grantee to dig up, remove or destroy any portion of the roadways, driveways, sidewalks or entrance ways crossing such easements for the purpose of maintaining, inspecting and operating its facilities, PROVIDED HOWEVER, that Grantee shall repair and restore any portion of such roadways, driveways, sidewalks or entrance ways so removed or destroyed after the initial installation of its facilities. Any shrubbery, fence or other vegetation or structure placed within the Easement Area shall be placed at the risk of Grantor, and Grantee shall not be responsible for damages done to any structure, shrubbery, fence or similar improvement as a result of Grantee exercising its rights provided for herein.

Miscellaneous

Grantor warrants and represents that Grantor is vested with good title to the Property and is fully authorized to execute and deliver this Right-of-Way Easement to Grantee. If the Grantor is an artificial entity, the undersigned individual(s) executing this Easement warrants and represents that the undersigned are duly authorized to execute this Easement on behalf of such entity. Grantor covenants and agrees that the System installed incident to this Easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

Noncompliance; Termination of Service

In the event that Grantor violates the terms of this Easement, Grantee shall have the right to terminate Grantee's provision of electric service to any premises served by this Easement, and Grantor agrees to indemnify and hold Grantee harmless from any and all liability arising from such termination(s).

Right-of-Way Easement Area

The Easement Area shall be *30/10' feet in width and shall be *15/5' feet on each side of the center electrical conductor to be constructed on the Property, the location of which is generally shown on the schematic drawing attached hereto as Exhibit "A" and by reference incorporated herein. *Overhead/Underground

DESCRIPTION OF PROPERTY

Instructions: Fill in as many blanks as you can. Subparagraph "A" alone is insufficient and must be supplemented by completion of at least one additional paragraph. Attach or fill in the legal description contained in the deed to Grantor, if possible.

All that tract of land, including abutting waterways, streets, roads and highways, being in Cherokee County, Georgia, more particularly described as follows:

A. The property of Grantor located approximately 2 miles from Holly Springs located on road/street which has a mailing address of 464 Blalock Rd, Holly Springs, Georgia.

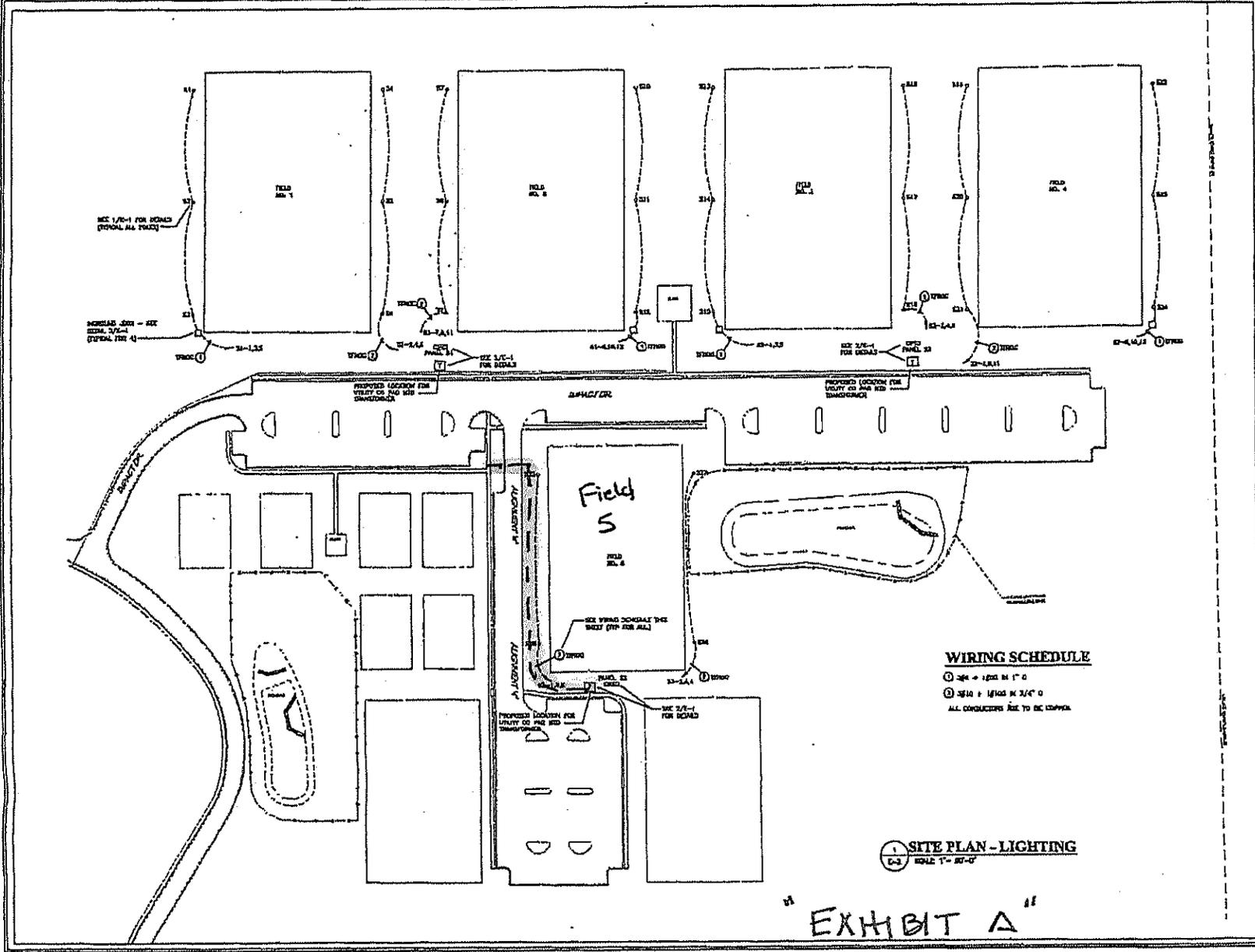
B. The property acquired by Grantor from Kraft Land Serives, Inc. by deed dated the 22nd day of June, 1979 and recorded in Deed Book N/A Page N/A, said county's Public Real Estate Records, which deed and the record thereof are by reference incorporated herein for a more particular description of the property.

C. Lot _____, Section/Block _____, of the _____ Subdivision, as shown by plat thereof recorded in Plat Book _____, Page _____, said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

D. The property shown on a plat thereof dated the 15th day of June, 2008, recorded in Plat Book N/A Page N/A, said county's Public Real Estate Records, which plat and the record thereof are by reference incorporated herein.

E. The property of Grantor bounded by landmarks and/or property now or formerly owned by property owners, as follows:

1. North side : The Springs
2. South side : Steve Marlinko
3. East side : Bradshaw Park
4. West side : Blalock Road



WIRING SCHEDULE

- ① 24' x 120' @ 1" 0
 - ② 30' x 180' @ 2/4" 0
- ALL CONDUCTORS ARE TO BE COPPER.

① SITE PLAN - LIGHTING
SCALE 1" = 30'-0"

EXHIBIT A

WOMACK LUMSDEN & ASSOCIATES, LLC
 4300 Hopwood Park South, Suite 221
 Atlanta, Georgia 30341
 Voice: 770-419-8002
 Fax: 770-419-2111

REVISION	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

RADGER CREEK PARK SOCCER FIELD LIGHTING
 444 BLAINE RD
 DUBLIN, GA 30115

WTEC
 1000 WOODBRIDGE DR
 MARIETTA, GA 30067-2077
 PH: 770-271-2000

	
08/04/2012	
PROJECT	SCALE
SS	AS SHOWN
DATE	DATE
12/14/11	08/04/2012
PROJECT NUMBER	PROJECT NAME
12141	E-2

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

CHEROKEE COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of:

A Political Subdivision of the State of Georgia

Witness

By: _____

Notary Public

Attest: _____

(COUNTY SEAL)



Cherokee County, Georgia Agenda Request

SUBJECT: Approval of HOME Investment Funds
Georgia Urban County Consortium PY 201

MEETING DATE: 6/18/2013

SUBMITTED BY: Marianne Pieper

COMMISSION ACTION REQUESTED:

Consider approval to accept PY 2011 HOME Investment Partnerships Act Grant funds from the Georgia Urban County Consortium (GUCC) in the amount of \$ 229,897.00 and to issue a Subrecipient Agreement to Cherokee County's Community Housing Development Corporation [CHDO], North Georgia Community Housing Development Corporation in the amount of \$48,399.00 for the development of Affordable Housing.

FACTS AND ISSUES:

Cherokee County receives HOME grant funds through the Georgia Urban County Consortium [GUCC], with Cobb County as the lead agency. These funds provide for the Senior HOME Repair Program, Affordable Housing and Administrative Expenses as follows:

Cherokee County Single Family Rehabilitation	\$169,398
Project Cherokee (CHDO Set-Aside)	\$48,399
Cherokee County Program Administration	<u>\$12,100</u>
TOTAL FUNDS UNDER THIS AGREEMENT	\$229,897

A 25% Match is required for these funds. The Community Housing Development Organization [CHDO], North Georgia Community Housing Development Corporation (Habitat), provides the required Match.

BUDGET: N/A to FY2013 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: Yes No Ordinance/Resolution: Yes No
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of acceptance of the HOME grants funds and authorization to issue a Subrecipient Agreement to North Georgia Community Housing Development Corporation.

REVIEWED BY:

DEPARTMENT HEAD: Marianne Pieper

AGENCY DIRECTOR: [Signature]

COUNTY MANAGER: [Signature]



COBB COUNTY CDBG PROGRAM OFFICE

121 Haynes Street
Marietta, Georgia 30060
phone: (770) 528-1455 fax: (770) 528-1466
www.cobbcounty.org/cdbg



Kimberly Roberts
Managing Director

PY 2013 GEORGIA URBAN COUNTY CONSORTIUM HOME INVESTMENT PARTNERSHIPS ACT SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: Cherokee County Board of Commissioners

SUBRECIPIENT AGREEMENT (CONTRACT) NUMBER: HM11-5200
HUD GRANT NO: M-11-DC-130201

Under this Agreement, effective the 1st day of January, 2013, by and between the Georgia Urban County Consortium (hereinafter called the GUCC), and the Cherokee County Board of Commissioners (hereinafter called SUBRECIPIENT), a municipal corporation located within the state of Georgia:

WHEREAS, the GUCC [Cobb County is the Lead Entity] is qualified by the United States Department of Housing and Urban Development (hereinafter called HUD) as a HOME Program Participating Jurisdiction Consortium, and receives HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for HOME Program eligible families; as defined by HUD; and

WHEREAS, the GUCC desires to preserve and increase the stock of affordable housing for HOME Program eligible families through eligible uses of its HOME Program grant funds, as described in the Cobb County Consolidated Plan 2011-2015 and Annual Action Plan 2013; and

WHEREAS, the GUCC will provide to SUBRECIPIENT, Program Year [PY] 2011 HOME Program grant funds follows:

Cherokee Single Family Rehab	\$169,398.00
Project Cherokee (20% CHDO/Non-CHDO)	\$48,399.00
Cherokee County Program Administration	\$12,100.00

Deadline for Expenditure of Funds	December 31, 2015
Agreement Termination Date	December 31, 2015
Deadline for Receipt of Final Reimbursement Request	January 31, 2016

Item 3: SCOPE OF SERVICES

Owner-Occupied Housing Rehabilitation: [\$169,398.00]

An amount not to exceed **\$169,398.00** shall be expended by Cherokee County from PY 2010 HOME Program funds for owner-occupied housing rehabilitation of unspecified properties in Cherokee County. This will include the cities of Canton, Ball Ground, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock. The GUCC awards **\$169,398.00** as a grant to SUBRECIPIENT with the stipulation that the investment of all HOME Program funds shall be secured by a property lien placed by the Cherokee County Attorney.

Project Cherokee – 15% CHDO Set-Aside + 5% Additional Non-CHDO [\$48,399.00]

An amount not to exceed **\$48,399.00** shall be expended by a CHDO authorized by the GUCC to operate within Cherokee County to acquire vacant lots or dilapidated homes in Cherokee County for the purposes of new construction or rehabilitation.

Program Administration [\$12,100.00]

An amount not to exceed **\$12,100.00** shall be expended by SUBRECIPIENT for operating costs associated with eligible HOME Program project activities in Cherokee County.

Where an activity carried out under this Scope of Services includes rehabilitation or new construction, the CHDO/Subrecipient shall commence construction within 12 months of the commitment of HOME Program funds. At its discretion, the GUCC may, at any point beyond the 12 month commencement deadline, declare a project ineligible in which funds have been committed, but no actual construction has commenced. Upon such a declaration of ineligibility by the GUCC, the CHDO/Subrecipient shall repay to the GUCC the full amount of HOME funds invested according to the terms under ITEM 16 of this Agreement.

ITEM 4: REIMBURSEMENTS

The GUCC utilizes a "reimbursement process" for all subrecipients participating in the HOME Program. HOME Program funds will be paid by Cobb County (on behalf of the GUCC) to CHDO/subrecipient upon submission of acceptable payment documentation to the GUCC by the CHDO/subrecipient in a timeframe required by the GUCC. Payments by the GUCC to SUBRECIPIENT will be made using the normal 30 day payment schedule for all GUCC disbursements.

Net Proceeds – the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

C. PERIOD OF AFFORDABILITY

The HOME rule at §92.254(a)(4) establishes the period of affordability for all homebuyer housing. How the GUCC calculates the amount of HOME assistance in each unit and therefore the applicable period of affordability varies depending on whether the unit is under resale or recapture provisions.

a. Period of Affordability Under Resale Provisions

Under resale, §92.254(a)(5)(i) of the HOME rule states that the period of affordability is based on the *total* amount of HOME funds invested in the housing. In other words, the total HOME funds expended for the unit determines the applicable affordability period. Any HOME program income used to assist the project is included when determining the period of affordability under a resale provision.

b. Period of Affordability Under Recapture Provisions

For HOME-assisted homebuyer units under the recapture option, the period of affordability is based upon the HOME-funded *Direct Subsidy* provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability.

The following table outlines the required minimum affordability periods.

If the total HOME investment (resale) or Direct Subsidy (recapture) in the unit is:	The Period of Affordability is:
Under \$15,000	5 years
Between \$15,000 and \$40,000	10 years
Over \$40,000	15 years

D. RESALE PROVISIONS

The GUCC's Resale Provisions shall ensure that, when a HOME-assisted homebuyer sells his or her property, either voluntarily or involuntarily, during the affordability period,

- 1) The property is sold to another low-income homebuyer who will use the property as his or her principal residence;

$$\text{Fair Return} = (\text{initial investment} + \text{value of improvements}) \times \frac{\text{Median Sale Price}^c}{\text{Median Sale Price}^i}$$

Where *Median Sale Price^c* is the current area median sale price at the time of resale and *Median Sale Priceⁱ* is the initial area median sale price at the time of the homeowner's original purchase transaction.

For example, in 2009 an eligible homebuyer purchases a house that has received a HOME development subsidy and is subject to Resale Provisions. The homebuyer provides \$5,000 for a down payment and in 2011 spends \$10,000 to remodel and upgrade the kitchen. In 2012 the homeowner sells the home. In 2009 the median sale price for the area was \$250,000 and in 2012 the figure is \$268,000. In this example, the fair return on investment is \$16,080.

$$\text{Fair Return} = (\$5,000 + \$10,000) \times \frac{\$268,000}{\$250,000}$$

The fair return to the homeowner is paid out of proceeds from the sale of the home; if the home is sold at a loss and no proceeds are available, the homeowner shall not be entitled to any return. If proceeds are insufficient to provide the full amount of the calculated fair return, the homeowner shall receive a return only up to the amount of available proceeds.

d. Continued Affordability

In addition to ensuring that the HOME-assisted homebuyer receives a fair return on his or her investment, the GUCC's Resale Provisions shall ensure that the housing under a Resale Provision will remain affordable to a reasonable range of low-income homebuyers.

Accordingly, the GUCC shall ensure that the sales price of a home resold under Resale Provisions is within the maximum mortgage capacity of a target population of potential buyers with incomes ranging from 50% to 80% of the Area Median Income (AMI). More specifically, the GUCC defines "affordable to a reasonable range of low-income homebuyers" as housing with a sales price not exceeding three times the low-income limit (80% AMI) for the Atlanta-Sandy Springs-Marietta Metropolitan Statistical Area corresponding to a household size equivalent to the number of bedrooms in the home.

For example, if the low-income limit or (80% AMI) for a household of three in the GUCC's jurisdiction is \$49,200, the maximum resale price for a three bedroom house subject to Resale Provisions in the GUCC's jurisdiction is \$147,600, or three times the low-income limit.

e. Presumption of Affordability

1) **RECAPTURE PROVISIONS**

Unlike the resale approach, the GUCC's Recapture Provisions permit the original homebuyer to sell the property to any willing buyer during the period of affordability while the GUCC is able to recapture all or a portion of the HOME-assistance provided to the original homebuyer.

I. **Applicability**

Recapture Provisions are the GUCC's preferred mechanism for securing HOME Program investments and are generally applicable to all GUCC homebuyer activities, unless circumstances otherwise require Resale Provisions be used. Specifically, Recapture Provisions are always used in cases involving a Direct Subsidy to a homebuyer. Recapture provisions cannot be used when a project receives only a Development Subsidy and is sold at fair market value, because there is no direct HOME subsidy to recapture from the homebuyer. Instead, Resale Provisions must be used in this case.

II. **Effect**

If a homeowner chooses to sell or use the property for non-eligible HOME Program activities during the Period of Affordability, the full amount of the HOME Program Direct Subsidy (specifically excluding the amount of any Development Subsidy) shall be recaptured and repaid to the GUCC provided that net proceeds are sufficient. If net proceeds are insufficient to repay the total HOME investment due, only the actual net proceeds will be recaptured. In the event that net proceeds are zero (as is usually the case with foreclosure), the recapture provision still applies, but there are no funds to recapture. Recaptured funds shall be returned to the GUCC HOME Trust Fund to be reinvested in other affordable housing for low to moderate income persons.

III. **Imposing Recapture Provisions**

A clear, detailed written agreement, executed before or at the time of sale, ensures that all parties are aware of the specific HOME requirements applicable to the unit (i.e., period or affordability, principal residency requirement, terms and conditions of either the resale or recapture requirement). The HOME written agreement must be a separate legal document from any loan instrument and must, at a minimum, comply with the requirements at §92.504(c)(5) of the HOME rule. If the GUCC provides HOME funds to a subrecipient or CHDO to develop and sell affordable housing, the GUCC must prepare and execute the agreement with the buyer, or be a party to the agreement along with the entity it funded.

The written agreement between the homebuyer and the GUCC, as well as mortgage and lien documents are all used to impose the Recapture Provisions in HOME-assisted homebuyer projects under the recapture option. The purpose of these enforcement mechanisms is to ensure that the GUCC recaptures the Direct Subsidy to the HOME-assisted homebuyer if the HOME-assisted property is transferred. Unlike the resale

receiving mail at the home.

Failure to comply with the resale or recapture requirements means that:

- 1) the original HOME-assisted homebuyer no longer occupies the unit as his or her principal residence (i.e., unit is rented or vacant), or
- 2) the home was sold during the period of affordability and the applicable resale or recapture provisions were not enforced.

In cases of noncompliance under either resale or recapture provisions, the GUCC must repay to its HOME Investment Trust Fund in accordance with §92.503(b), any *outstanding HOME funds* invested in the housing. The amount subject to repayment is the total amount of HOME funds invested in the housing (i.e., any HOME development subsidy to the developer plus any HOME downpayment or other assistance (e.g., closing costs) provided to the homebuyer) minus any HOME funds already repaid (i.e., payment of principal on a HOME loan). Any interest paid on the loan is considered program income and cannot be counted against the outstanding HOME investment amount.

4) **APPROVAL OF CHDO & SUBRECIPIENT PROVISIONS**

CHDOs and Subrecipients carrying out development and/or homebuyer activities on behalf of the GUCC shall be contractually bound to apply and implement these same Resale and Recapture Provisions, *verbatim*. As such, review and approval of the GUCC's Provisions shall constitute an effective review and approval of the provisions used by the GUCC's CHDOs and subrecipients.

ITEM 6: MATCHING FUNDS

The CHDO/subrecipient shall provide matching contributions of at least **\$54,450.00** for the HOME Program activities in this Agreement. These matching contributions shall be provided by CHDO/subrecipient, as prescribed in 24 CFR 92.220, and as further described in HUD CPD Notice 97-03. CHDO/subrecipient may use the methods described in these documents to provide the required matching funds.

An accurate Match Log must be kept by SUBRECIPIENT documenting all Match credits and debits. This log shall, at the end of each Federal Fiscal Year (September 30), be balanced and reflect a cumulative total match of no less than 25% of drawn project costs. A copy of the Match Log must be provided to the GUCC by October 1st of each year covered by this agreement.

ITEM 7: PROGRAM REQUIREMENTS

SUBRECIPIENT shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), Subpart G (Community Development Housing Organizations), and Subpart H (Other Federal Requirements).

ITEM 8: PROPERTY STANDARDS

- B. Expenditure payment documents
- C. Project completion
- D. Monthly Reports
- E. CAPER reporting

ITEM 12: ACQUISITION, DISPLACEMENT, and RELOCATION REQUIREMENTS

SUBRECIPIENT shall carry out its HOME Program assisted activities in conformance with the requirements of 24 CFR 92.353, which deal with displacement, relocation, and acquisition. Cobb County's Anti-displacement Policy shall serve as the policy for SUBRECIPIENT. No displacement of homeowners/tenants shall occur as a result of HOME Program activities.

ARTICLE II.
RESPONSIBILITIES OF SUBRECIPIENT

ITEM 13: RECORDKEEPING

- A. CHDO/subrecipient shall maintain legal and financial records in accordance with the requirements prescribed by the GUCC and by HUD, described herein and set forth in Attachment A and C to this Agreement. CHDO/subrecipient will also maintain all records required by HOME regulations including those records listed in Attachments A-E:
 - (1) Records documenting program income for HOME-assisted projects.
 - (2) Procurement records for all HOME Program activities.
 - (3) Project records-documentation to back-up rents and utility allowance calculations.
 - (4) Tenant files to include the tenant's application, initial income verification documents, subsequent income recertification documents, and the tenant's lease.
- B. All records pertaining to this Agreement shall be made available for inspection as described in Attachment C.

ITEM 14: PAYMENT REQUESTS SUBMITTED TO GUCC

SUBRECIPIENT agrees to submit disbursement requests to the GUCC only at the point that funds are needed to pay eligible HOME Program expenses. The amount of each request must be limited to the amount needed.

ITEM 15: PROGRAM INCOME

Program income as defined by 24 CFR sec. 92.2 shall be returned to the GUCC, immediately upon receipt, as further described in Item 14, herein. Program Income shall not include rent payments made to

requested by GUCC staff] with GUCC, County and City (if applicable) officials to discuss progress toward the achievement of the requirements of this Amendment.

3. CHDO/subrecipient shall attend or hold any other such meetings as the GUCC or HUD may require.

ITEM 19: CONSULTATION FOR CHANGES

CHDO/subrecipient shall consult the GUCC on any changes that will result in significant changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both the GUCC and the CHDO/subrecipient

ITEM 20: ACKNOWLEDGEMENT OF FUNDING SOURCE

CHDO/subrecipient shall affix a sign in a prominent position outside of all project sites which includes the following statement:

"This project is financed in part by the Georgia Urban County Consortium of Cobb County, Georgia, and the U.S. Department of Housing and Urban Development under the HOME Program."

The Subrecipient shall ensure that the Cobb County CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD are provided proper recognition for the following types of activities. CHDO/subrecipient shall also acknowledge the support of the GUCC and HUD in all published material as stated in Article II Item 18 (1)(d) and in Attachment C to this Agreement.

ARTICLE III.
RESPONSIBILITIES OF THE GUCC

ITEM 21: COORDINATION

The GUCC will appoint the Cobb County CDBG Program Office to serve as its representative. GUCC staff members will coordinate the GUCC's participation in this Agreement in conjunction with the Cobb County Office of Economic Development. The HOME Program designee will also be responsible for monitoring progress and coordinating required meetings. The HOME Program's designee is:

Jonathan Lynn, Affordable Housing Manager
Cobb County CDBG Program Office
121 Haynes Street
Marietta, Georgia 30060

[Program management staffing for the Cobb County CDBG Program Office is provided by WFN Consulting]

ARTICLE IV.
TIME OF PERFORMANCE AND COMPENSATION

ITEM 26: TIME OF PERFORMANCE

This Agreement shall be effective as of the date and year first written above and shall continue through the duration of the latest dated period of affordability of units assisted with HOME funds under this Agreement.

ITEM 27: EXTENSION OF TIME

The time of completion may be adjusted only by written agreement between the parties, and any changes in schedule may not extend the duration of the agreement beyond December 31, 2015.

ITEM 28: COMPENSATION/DURATION OF AGREEMENT

ELIGIBLE ACTIVITIES	AGREEMENT DATE	BUDGET AMOUNT	TERMINATION DATE
Single Family Housing Rehabilitation	January 1, 2013	\$169,398.00	December 31, 2015
Project Cherokee (20% CHDO/Non-CHDO)	January 1, 2013	\$48,399.00	December 31, 2015
Program Administration	January 1, 2013	\$12,100.00	December 31, 2015
Total Funds		\$229,897.00	

1. The GUCC will process all SUBRECIPIENT HOME transactions, as designated under this Agreement, through the Integrated Disbursement Information System (IDIS) or any successor computerized system at HUD.
2. SUBRECIPIENT may not request reimbursement of HOME funds until the funds are needed for payment of eligible costs. Each request will be limited to the amount needed. Disbursements of eligible costs will normally be made to SUBRECIPIENT within thirty working days, upon transmission of completed and acceptable payment requests to the Cobb County Department of

ITEM 31: ONGOING OBLIGATIONS

The CHDO and/or Subrecipient shall abide by the terms of the Subrecipient Agreement and by the HOME Program regulations and requirements throughout the period of affordability for all projects initiated by the Subrecipient. Until such time as all GUCC funds allocated to a Subrecipient are expended and all Program Income derived from the expenditure of those funds is returned to the GUCC and all affordability periods for GUCC-funded projects carried out by the Subrecipient are met, the most recently executed Subrecipient Agreement, shall continue to govern the relationship between the Subrecipient and the Lead Entity for the GUCC, regardless of the status of the Consortium. If an entity chooses to withdraw from a contractual agreement with the GUCC prior to satisfaction of the above-referenced obligations, a plan for meeting the obligations must be approved by the GUCC's Lead Entity before the contractual relationship may be terminated.

ITEM 32: DISPUTES, DEFAULT, and TERMINATION

1. SUBRECIPIENT agrees to the conditions relating to disputes, default, and termination set out in Attachment C.
2. If HOME affordability requirements are not met for any of these HOME-assisted activities, the SUBRECIPIENT will repay to the GUCC the amount of HOME funds invested in the activity(s) for which the HOME Program affordability requirements have not been met.
3. If the CHDO and/or Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this agreement, such a determination being made by the Lead Entity for the GUCC, the CHDO and/or Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the GUCC or an agent of the GUCC. If the entity fails to cure such default within such time as may be required by such notice, the GUCC may at its option terminate and cancel this contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the CHDO and/or Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the GUCC as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the GUCC under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

ITEM 33: NON-WAIVER

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, and all Attachments, the day and year first written above:

FOR CHEROKEE COUNTY BOARD OF COMMISSIONERS:

FOR COBB COUNTY [Lead Entity for the GUCC]:

By _____
(Signature)

L. B. Ahrens, Jr., Chairman
(Typed Name/Title)

(Signature Date)

[Impress County Seal Here]

By _____
(Signature)

Timothy Lee, Chairman
Cobb County Board of Commissioners
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature)

Candace W. Ellison, County Clerk
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

SUBRECIPIENT Governing Body Approval Date:

Board Action Date:

Approved As To Form:

County Attorney's Office

By _____
(Signature)

By Kimberly Roberts, Managing Director,
Cobb County CDBG Program Office
(Typed Name/Title)

(Signature Date)

ATTACHMENT B

CERTIFICATIONS HOME PROGRAM CERTIFICATIONS

In accordance with the Home Investment Partnerships Act and with 24 CFR 91.225(d), the SUBRECIPIENT certifies that:

- (a) Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that Cobb County has adopted for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;
- (b) If the SUBRECIPIENT intends to carry out new construction, this activity shall be carried out in accordance with 24 CFR Part 92. Cobb County certifies that new construction projects will be implemented in cases where rehabilitation is not the most cost-effective way to meet affordable housing needs;
- (c) If the SUBRECIPIENT intends to provide tenant-based rental assistance;

The use of HOME funds for tenant-based rental assistance is an essential element of the SUBRECIPIENT jurisdiction's annual approved housing strategy for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

- (d) The submission of the program description is authorized under State and local law (as applicable), and that the SUBRECIPIENT possesses the legal authority to carry out the Home Investment Partnerships (HOME) Program, in accordance with the HOME regulations;
- (e) The SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and the requirements of 24 CFR 92.353;
- (f) The SUBRECIPIENT will use HOME funds pursuant to the Cobb County Consolidated Plan, as approved by HUD, and in conformance with all the requirements of 24 CFR Part 92;
- (g) The SUBRECIPIENT will continue to provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:

8. The SUBRECIPIENT shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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

- (h) To the best of its knowledge and belief:

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor Name: _____

STATE OF GEORGIA;

COUNTY OF _____:

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Human Services (DHS) has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

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

**EEV / E-Verify™ User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your EEV/E-Verify Identification Number.

**COBB COUNTY
GENERAL SPECIFICATIONS AND CONDITIONS
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENTS
WITH
SUBRECIPIENTS AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDOs)
JANUARY 2013**

SEC. 1. DEFINITIONS. As used in this agreement:

- "COUNTY" means the Board of Commissioners of Cobb County, Georgia or a person or entity authorized to act on their behalf.
- "Contract" includes any grant or loan agreement.
- "Contractor" means the person entering into a contract with the County, including a Subrecipient, a CHDO (as defined below), and a person or organization providing goods or services under a standard commercial construction or procurement contract.
- "CHDO" means Community Housing Development Organization as defined in 24 CFR Part 92.
- "HOME" refers to the HOME Investment Partnership Program as defined in Title II of the 1990 National Affordable Housing Act.
- "HUD" means the U.S. Department of Housing and Urban Development.
- "Project" means the HOME-assisted activity described in this Agreement.
- "Subrecipient" means a public or private non-profit agency, authority or organization, which receives HOME funds from the County to undertake projects other than as owner or developer. It does not include contractors providing goods or services to the County or to a CHDO under a standard commercial construction or procurement contract.

SEC. 2. APPLICABILITY. This Attachment contains the general conditions applicable to contracts for the disbursement of federal funds, including HOME funds. These are federal requirements and take precedence over any conflicting conditions in the Agreement.

SEC. 3. APPLICATION TO SUBCONTRACTS. No funds shall be disbursed by the Subrecipient/CHDO/Contractor to any subcontractor except pursuant to a written contract that shall incorporate all applicable conditions set out in this Attachment.

SEC. 4. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Subrecipients and CHDO's shall comply with the policies, guidelines, and requirements of the following regulations of the federal Office of Management and Budget.

- (i) Proceeds from the sale or long-term lease of real property acquired or improved with HOME funds;
- (ii) Gross income from the use or rental of real property acquired or improved with HOME funds, less incidental costs; Monthly Report must be submitted by CHDO on a timely basis, please refer to Attachment E.
- (iii) Payments of principal and interest on loans made using HOME Funds;
- (iv) Proceeds from the sale of loans made with HOME funds, or the sale of obligations secured by such loans;

Program income does not include other grants or donations received by the Subrecipient or CHDO. All program income received is to be separately identified in the Subrecipient's or CHDO's financial records, and returned immediately to the COUNTY.

SEC. 7. DISPUTES, DEFAULT, AND TERMINATION

- A. Disputes. In the event of dispute arising under this Agreement, the Subrecipient/CHDO shall notify the GUCC promptly in writing of his contentions and submit his claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Subrecipient/CHDO shall proceed with such work in compliance with the instructions of the GUCC; such compliance shall be a waiver of the CHDO/Contractor's rights to make a claim, provided it has notified the GUCC in writing as above stipulated.
- B. Default and Remedies.
 - 1. If the CHDO and/or Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in ITEM 2 of this agreement, such a determination being made by the Lead Entity for the GUCC, the CHDO and/or Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the GUCC or an agent of the GUCC. If the entity fails to cure such default within such time as may be required by such notice, the GUCC may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the CHDO and/or Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the GUCC as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the GUCC under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

SEC. 9. ACKNOWLEDGMENT OF FEDERAL ASSISTANCE

- A. All publications, pamphlets, brochures, news releases or other material prepared and/or distributed by a Subrecipient or CHDO in connection with activities assisted under this Agreement shall identify the COUNTY and HUD as a sponsor of the activity.
- B. All buildings, offices and facilities used by a Subrecipient or CHDO to fulfill obligations under this Agreement shall display a notice identifying the GUCC, and HUD as sponsors of the activity.

**ATTACHMENT E
SCOPE OF SERVICES**

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

- Agency: Cherokee County Board of Commissioners
- Cobb County Goal:** Housing Goal 1 – Increase access to affordable housing for low- to moderate-income persons residing in Cherokee County.
- Activity Name: Acquisition Activities
[\$48,399 HOME CHDO & Non-CHDO Funds + \$12,099.75 Matching Funds]
- Activity Numbers: 2011-5223
- Cobb County Goal:** Housing Goal 2 – Decrease substandard housing for low and moderate income individuals and families residing in Cherokee County.
- Activity Name: Owner-Occupied Housing Rehabilitation
[\$168,398.00 HOME Funds + \$42,349.50 Matching Funds]
- Activity Number: 2011-5145
- HOME Eligibility Citation: 24 CFR 92.205

The total PY 2011 HOME Program funds budget shall not exceed **\$229,897.00**. The agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on December 31, 2013.

Activity Descriptions

Owner-Occupied Housing Rehabilitation: [\$169,398.00]

An amount not to exceed **\$169,398.00** shall be expended by Cherokee County from PY 2010 HOME Program funds for owner-occupied housing rehabilitation of unspecified properties in Cherokee County. This will include the cities of Canton, Ball Ground, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock. The GUCC awards **\$169,398.00** as a grant to SUBRECIPIENT with the stipulation that the investment of all HOME Program funds shall be secured by a property lien placed by the Cherokee County Attorney.

Project Cherokee – 15% CHDO Set-Aside + 5% Additional Non-CHDO [\$48,399.00]

An amount not to exceed **\$48,399.00** shall be expended by a CHDO authorized by the GUCC to operate within Cherokee County to acquire at least two [2] vacant lots or dilapidated homes in Cherokee County for the purposes of new construction or rehabilitation.

Activity Timetable

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	January 1, 2013
Deadline for Commitment of Funds	December 31, 2013
Deadline for Expenditure of Funds	December 31, 2015
Agreement Termination Date	December 31, 2015
Deadline for Receipt of Final Reimbursement Request	January 31, 2016

General Requirements

SUBRECIPIENT shall provide a copy of its current Policies and Procedures for its HOME Program activities to the Cobb County CDBG Program Office by June 30, 2013. The Cobb County CDBG Program Office will notify SUBRECIPIENT in writing, of any changes in the Policies and Procedures to ensure Consolidated Plan consistency and/or regulatory compliance. **If the Cobb County CDBG Program Office has been provided a current copy of the document, please indicate the date of the most current Policies and Procedures.**

Date: _____

Maximum Household Income Limits

Homeowners who receive any HOME Program assistance [occupants of rehabilitated, new, or downpayment assisted units], must have total household aggregate income, from all persons living in the household at the time of qualification, equal to or less than 80% of the current HOME Program median family income [MFI] for Cobb County, Georgia [Metropolitan Atlanta, Georgia] as defined by the United States Department of Housing and Urban Development (HUD). The current MFI limits are contained in this Attachment. New income limits will be distributed to the Subrecipient by the Cobb County Community Development Program Office when HUD publishes any changes in this data.

2013 HOME Program Income Limits

Effective December 11, 2012

Family Size	Extremely Low 30%	Very Low Income 50%	Moderate Income 80%
1	13,950	23,250	37,150
2	15,950	26,550	42,450
3	17,950	29,850	47,750
4	19,900	33,150	53,050
5	21,500	35,850	57,300
6	23,100	38,500	61,550
7	24,700	41,150	65,800
8	26,300	43,800	70,050

Source: U. S. Department of Housing and Urban Development [HUD] www.huduser.gov
**Income of all persons living in the household*

Displacement, Relocation, Acquisition, and Replacement of Housing

SUBRECIPIENT shall carry out its HOME Program assisted activities in conformance with the requirements of 24 CFR 92.353, which references displacement, relocation, and acquisition. Cobb County's policy shall serve as SUBRECIPIENT's policy—no displacement of homeowner/tenants shall occur as a result of HOME Program activities. GUCC Subrecipient acquisitions are intended to be carried out in compliance with voluntary regulations found at 49 CFR 24.101 and are explained in HUD's implementing instructions at Chapter 5 of HUD Handbook 1378.

To ensure compliance with Cobb County's policy of anti-displacement, no voluntary displacement of persons, businesses, or agencies should occur as a result of a HOME assisted activity. If displacement from a site will be necessary, the Subrecipient shall notify the Cobb County CDBG Program Office, in writing, prior to entering into any option or agreement to acquire that site. In the event the Subrecipient fails to obtain approval to acquire an occupied site where displacement will be necessary, the County reserves the right to refuse to participate in that acquisition, or the planned reuse of that parcel, to ensure compliance with its anti-displacement policy.

PART II: Activity Status Report

Project	Brief Narrative Status Report

Description of significant events/issues/activities during the reporting period:

PART III: Services Delivered

Service Descriptions	Current Reporting Period	YTD Totals
New Construction Starts		
Construction Completions (C.O. Issued)		
Homes Completed AND Occupied (Closing Held or Lease Signed)		

Signature/Position Title
Cherokee County

Date Signed

Signature – Reviewed/Approved
Cobb County CDBG Program Office

Date Signed

ATTACHMENT G

HOME PROGRAM LIMITS

Rent Limits

HOME Program Rent Limits

Effective: June 1, 2013

The high rent limit is the most rent that can be charged per unit [minus utility adjustment]. No more than 80% of the units can be at this limit. The low rent limit is the most rent that can be charged per unit [minus utility adjustment]. At least 20% of the units must be at this level.

# of Bedrooms Limit	High Rent Limit 80% of Units	Low Rent Limit 20 % of Units
0	\$730	\$618
1	\$792	\$663
2	\$899	\$798
3	\$1,138	\$922
4	\$1,250	\$1,029
5	\$1,383	\$1,136
6	\$1,508	\$1,241

Affordability Periods

For homeowners and rental projects, the length of the affordability period depends on the amount of the HOME investment in the property and the nature of the activity funded. The table below provides the affordability periods.

HOME Investment per unit	Length of the Affordability Period
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years
More than \$40,000	15 years
New Construction of Rental Housing	20 years
Refinancing of Rental Housing	15 years

Throughout the affordability period, the HOME-assisted housing must be occupied by income-eligible households. If not, all HOME funds used to acquire the property must be returned.

- G. That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the Agreement) shall constitute a material breach of the Agreement and shall entitle the County to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements or entitle the County to terminate this Agreement;

- H. That upon notice of a material breach of these provisions, the Owner (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

(c) S.A.V.E VERIFICATION O.C.G.A. § 50-36-1 et seq.

The Owner acknowledges and agrees as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cobb County that the Owner shall comply with all requirements, including but not limited to, executing a S.A.V.E. affidavit with respect to this agreement.

Signature - Subrecipient

Typed Name - Subrecipient

Title

Signature Date



Cherokee County, Georgia Agenda Request

SUBJECT: HOME Program Fund Transfer

MEETING DATE: 6/18/2013

SUBMITTED BY: Marianne Pieper

COMMISSION ACTION REQUESTED:

Consider approving transfer of PY 2009 HOME funds in the amount of \$85,000 from the Senior HOME Repair Program to North Georgia Community Housing Development Corp. (NGCHDC).

FACTS AND ISSUES:

HOME Program Funds from HUD require that a minimum of 15% of the funds are set-aside for a Community Housing Development Corporation (CHDO). NGCHDC, an subsidiary of Cherokee County's Habitat affiliate, is the County's CHDO and has developed 12 affordable housing units on lots acquired with HOME funds. NGCHDC has access to six additional lots (totaling \$88,000) in the Park Creek subdivision that will have affordable homes completed by December 2013. CHDO funds are not currently available to acquire these lots.

The transfer of \$85,000 from the Senior HOME Repair Program to the County's CHDO allows for the County to meet the required expenditure of HOME funds.

BUDGET: N/A to FY2013 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: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve

REVIEWED BY:

DEPARTMENT HEAD:

Marianne Pieper

AGENCY DIRECTOR:

Jarrell Junk

COUNTY MANAGER

[Signature]

arianne Pieper

From: Jerry Cooper
Sent: Thursday, April 25, 2013 11:17 AM
To: Marianne Pieper
Cc: Janelle M. Funk; Ariana Freimuth; Laura Calfee
Subject: RE: Transfer of HOME Senior Repair Funds

Very good, thanks.

Jerry



From: Marianne Pieper
Sent: Thursday, April 25, 2013 11:16 AM
To: Jerry Cooper
Cc: Janelle M. Funk; Ariana Freimuth; Laura Calfee
Subject: RE: Transfer of HOME Senior Repair Funds

Thank you. I will begin the process.

From: Jerry Cooper
Sent: Thursday, April 25, 2013 11:12 AM
To: Marianne Pieper
Cc: Janelle M. Funk; Ariana Freimuth; Laura Calfee
Subject: RE: Transfer of HOME Senior Repair Funds

No objections!

Thanks,
Jerry



From: Marianne Pieper
Sent: Thursday, April 25, 2013 11:08 AM
To: Jerry Cooper
Cc: Janelle M. Funk; Ariana Freimuth; Laura Calfee
Subject: Transfer of HOME Senior Repair Funds

The Senior HOME Repair Program currently has a PY 2009 and PY 2010 balance totaling \$294,586 (\$101,619.38 has to be spent by 12/31/2013). The GUCC will not release the 2011 funds until the 2009 funds have been expended in full. Currently, we have three (3) homes that are close to going out for bid which will total approximately \$80,000.

It has become increasingly difficult to qualify homeowners for the program. Several of the applications have come from homes that are in such bad repair that they really need to be demolished and rebuilt; others have been built prior to 1978 and have extensive lead abatement and therefore exceed our limit; and, the seniors are taking out equity loans and the value of the homes have decreased making them ineligible.

In the meantime, Habitat has been able to acquire lots in the Park Creek subdivision and has expended all but \$7,900 of the CHDO funds. They currently have access to six (6) lots for \$92,000 that would all be developed prior to 12/31/2013. These six lots would all be sold to low to moderate income homeowners and add to the affordable housing needs within the County.

I would like to request that we transfer \$85,000 from the PY 2009 Senior Repair Program to Habitat for the acquisition of the six lots. This would require that the CDBG program run a Public Notice in the Cherokee Tribune and hold a Public Hearing, get Cherokee County BOC approval as well as Cobb County BOC approval. Janelle and I have discussed this and she is in favor of this change.

Marianne Pieper

CDBG Coordinator
Cherokee County
1130 Bluffs Parkway
Canton, GA 30114
770-721-7806



Cherokee County, Georgia Agenda Request

SUBJECT: Modifications to Standard Agreements
SUBMITTED BY: Jerry W. Cooper, County Manager

MEETING DATE: June 18, 2013

COMMISSION ACTION REQUESTED:

Consideration for approval of modified Standard Construction Contract and Standard Professional Services Agreement in compliance with legislation passed during the recent legislative session.

FACTS AND ISSUES:

Below, I have provided a brief description of the modifications to the county standard construction contract and standard professional services agreement as a result of changes in Georgia Law. For more information, please refer to the 2013 Legislative Updates Memorandum prepared by Jarrard & Davis.

- 1. SAVE and E-Verify.** Regarding SAVE, SAVE requirements have generally been removed related to renewals. The list of public benefits for which the SAVE requirements must be met has also been revised. The list now specifically includes grants, public and assisted housing, retirement benefits, and state driver's licenses. However, the list now excludes contracts. Regarding E-Verify, the definition of "physical performance of services" has been revised to include any contracts for labor or services exceeding \$2,499.99 (not just those related to public works contracts) and to exclude any contract with an individual who is licensed pursuant to Title 26 (e.g., pharmacists) or Title 23 (which includes but is not limited to licensed accountants, architects, electrical contractors, and others).
- 2. Public Works Contracting.** Regarding public works contracting, the new legislation puts limits on when a government may disqualify a bidder/proposer for lack of experience. The new legislation also limits what labor contracts may be required of the bidder/proposer, specifically authorizes liquidated damages provisions and incentive provisions related to the time in which a project is completed.
- 3. Multi-Year Contracts.** The multi-year contract restriction in O.C.G.A. § 36-60-13 has changed to provide that contracts can expire on a fiscal year – not just calendar year.

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: Yes No Ordinance/Resolution: Yes No
 Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve.

REVIEWED BY:

DEPARTMENT HEAD: _____
 AGENCY DIRECTOR: _____
 COUNTY MANAGER _____



JARRARD & DAVIS, LLP

KEN E. JARRARD
ANGELA E. DAVIS
CHRISTOPHER J. HAMILTON

PAUL N. HIGBEE, JR.

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PAUL B. FRICKEY
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PERSONAL AND CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGED COMMUNICATION

Memorandum

TO: County and Municipal Clients

FROM: Jarrard & Davis, LLP

DATE: June 12, 2013

RE: 2013 Legislative Updates

The General Assembly recently passed several new pieces of legislation that affect county and municipal governments. This legislation will impact the following: SAVE and E-Verify administration (SB 160), local government public works contracting (SB 168 and SB 179), and the multi-year contract restriction in O.C.G.A. § 36-60-13 (HB 473). Due to the broad application of these requirements, we wanted to make you aware of these updates, each of which will become effective in the next few months.

I. SAVE and E-Verify Administration (SB 160)

Effective July 1, 2013, substantive changes will affect county and municipal administration of SAVE and E-Verify requirements. These changes will make administration less complicated in some ways and (at least potentially) more complicated in other ways. Effective July 1, 2013, all of the three immigration reports will be submitted to the same agency, the Department of Audits and Accounts, in a single report (containing the elements specified in O.C.G.A. § 50-36-4, including but not limited to specific information related to each individual contract that must comply with E-Verify and each individual person that receives a license pursuant to O.C.G.A. § 36-60-6). The annual reporting period shall begin December 1 and end the following November 30 in the year in which the report is due.¹

¹ The statute now provides some lenience related to errors in annual reports, providing that “[i]n the event” an annual report “is found to be deficient by the department, so long as a new immigration compliance report is submitted with the prior deficiencies corrected and fully complies with this Code section, such agency or political subdivision shall be deemed to have satisfied the requirements of this Code section.”

A. SAVE

Regarding SAVE, SAVE requirements have generally been removed related to renewals (with some exceptions and only if the applicant has previously provided the SAVE affidavit and secure and verifiable document), applications for multiple benefits from the same public entity (even if requested at different times), and the provision of utility services related to basic human necessities (including water, sewer, electrical power, communications, and gas). The statute now expressly provides that secure and verifiable documents may be submitted in the form of a copy and in person, by mail, or electronically (including via fax, Internet, electronic texting, or any other electronically assisted transmission method approved by the county or city). The statute also now allows an applicant to submit its SAVE affidavit and secure and verifiable document up to nine months before the date on which he or she applies for a particular benefit (as long as the document remains valid through the licensing/benefit period). Further, if the applicant is younger than 18 years of age at the time of the application, he/she must execute the SAVE affidavit within 30 days after his/her 18th birthday.

The list of public benefits for which the SAVE requirements must be met has also been revised. The list now specifically includes grants, public and assisted housing, retirement benefits, and state driver's licenses. However, the list now excludes contracts.²

B. E-Verify

Regarding E-Verify, the definition of "physical performance of services" has been revised to include any contracts for labor or services exceeding \$2,499.99 (not just those related to public works contracts³) and to exclude any contract with an individual who is licensed pursuant to Title 26 (e.g., pharmacists) or Title 23 (which includes but is not limited to licensed accountants, architects, electrical contractors, plumbers, conditioned air contractors, low-voltage contractors, and utility contractors, and residential and general contracts) or by the State Bar of Georgia; provided that such person must be in good standing when the contract for services is rendered. Also, the definition of "public employer" has been revised to include "every department, agency, or instrumentality of this state or a political subdivision of this state" (deleting the language "with more than one employee" and indicating that this no longer matters in the context of E-Verify compliance and that all agencies must now comply regardless of how many employees the agency has).

² Although the language is subject to interpretation, ACCG has provided guidance that contracts are now excluded from the list, and we agree that this is likely the legislative intent.

³ O.C.G.A. § 13-10-91(b)(1) has also been revised to delete language previously relied upon by the Attorney General's Office to limit application of the E-Verify requirements to public works contracts and contracts on public property or involving a fixed asset (such as repair, maintenance, design, and consulting contracts).

II. Public Works Contracting (SB 168 and SB 179)

Regarding public works contracting, the new legislation puts limits on when a government may disqualify a bidder/proposer for lack of experience. The new legislation provides that a proposer/bidder may not be disqualified if:

- (1) The bid or proposal is not more than 30 percent greater in scope or cost from the responsible bidder's previous experience in jobs;
- (2) The responsible bidder has experience in performing the work for which bids or proposals are sought; and
- (3) The responsible bidder is capable of being bonded by a surety which meets the qualifications of the bid documents for a bid bond, a performance bond, and a payment bond as required for the scope of the work for which the bid or proposal is being sought.

The new legislation also limits what labor contracts may be required of the bidder/proposer, specifically authorizes liquidated damages provisions and incentive provisions related to the time in which a project is completed (provided that such provisions must be established in advance as *part of the construction contract and included in the terms of the bid or proposal*), and provides that when a government requests proposals and states that price or project cost will not be a selection or evaluation factor, no bid bond shall be required unless the government entity so provides in the request and specifies the amount of such bond. Both of these pieces of legislation became effective upon signature of the Governor.

III. Multi-Year Contracts

The multi-year contract restriction in O.C.G.A. § 36-60-13 has changed to provide that “[t]he contract shall terminate absolutely and without further obligation on the part of the county or municipality at the close of the calendar or fiscal year in which it was executed and at the close of each succeeding calendar or fiscal year for which it may be renewed as provided in this Code section” This idea of termination and renewal upon expiration of the fiscal year is repeated throughout the other provisions/requirements in this Code section. This change will become effective on July 1, 2013.

A hard copy of each piece of legislation described above is attached for your information and use. Please contact us for additional details or if any issues arise.

Kindest regards.

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ____ day of _____, 20____, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and _____, a _____, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

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

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

B. The Work

The Work to be completed under this Agreement (the "Work") consists of

C. Schedule, Completion Date, and Term of Agreement

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

manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before _____ . If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [**unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [**unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] 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 or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices

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

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

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

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

_____ 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 and/or the County 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 the following insurance policies with 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 in writing.

(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 or County Parties.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the 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.

(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 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, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

J. Employment of Unauthorized Aliens Prohibited – 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:

- (1) 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 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, **or**
- (2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, 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.

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", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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 agrees that the employee-number category designated below is applicable to the Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

- 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 and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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.

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.

Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

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 "C" 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 "C", 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.

R. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

V. COVENANTS OF THE COUNTY

A. Right of Entry

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

B. County's Representative

_____ shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

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

B. Upon termination, County shall provide for payment to the Consultant for

services rendered and expenses incurred prior to the termination date.

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

D. The rights and remedies of the County 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 _____ for the County and _____ for the Consultant.

B. Official Notices

All other notices, requests, demands, 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

NOTICE TO THE CONSULTANT shall be sent to:

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

this Section.

XIV. WAIVER OF AGREEMENT

No failure by the County 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 last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

CONSULTANT:

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

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"

[Insert any list of key personnel pursuant to Section IV(O).]

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

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__, by and between CHEROKEE COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and _____, a _____, ("Contractor"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County desires to employ a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited _____ (bids/proposals) for construction of the Project pursuant to Cherokee County Request for _____ (Bid/Proposal), Project Number _____, dated _____, 20__; and

WHEREAS, the Contractor submitted a complete and timely _____ (bid/proposal) and met all _____ (bid/proposal) requirements such that the County awarded Project Number _____ to the Contractor; and

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

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

WHEREAS, based upon Contractor's _____ (proposal/bid) to _____, the County has selected Contractor as the successful _____ (proposer/bidder), and

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

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

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of Work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

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

Section 1. Contract Documents

The following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the Contract Documents:

- A. This Agreement;
- B. Request for _____ (Proposal/Bid) attached hereto as Exhibit "A";
- C. _____ (Proposal/Bid) Documents from Contractor, dated _____, _____, attached hereto as Exhibit "B";
- D. Performance Bond and Payment Bond, attached hereto collectively as Exhibit "C";
- E. Noncollusion Affidavit of Prime _____ (Proposer/Bidder), attached hereto as Exhibit "D";
- F. Final Affidavit, attached hereto as Exhibit "E";
- G. Alien Employment affidavits attached hereto as Exhibits "F" and "G";
- H. Plans and specifications, attached hereto collectively as Exhibit "H";
- I. Key Personnel, attached hereto as Exhibit "I";
- J. Contract Administration provisions (if issued), attached hereto as Exhibit "J";
- K. General Conditions (if issued), attached hereto as Exhibit "K";
- L. Supplementary Conditions (if issued), attached hereto as Exhibit "L";
- M. Notice of Award, attached hereto as Exhibit "M";
- N. Cherokee County Code of Ethics;
- O. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Architect

- A. Project. The Project is defined generally as follows:

(the "Project").
- B. Architect [to be used when architect is retained]. The Project has been designed by _____ (hereinafter referred to as the "Architect"). The Architect is to act as the County's representative with respect to the Project, and shall assume all duties and responsibilities and have the rights and authority assigned to the Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Section 3. The Work

The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, _____.

The Work includes all material, labor, insurance, tools, equipment, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within five (5) days of County's issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

Section 4. Contract Periods; Liquidated Damages

- A. Contract Periods/Contract Term. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written "Notice to Proceed" provided by the County (the "Commencement Date"), and the Parties intend that all Work shall be completed on or before _____, 20___. Every effort will be made by Contractor to shorten this period. 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 [**unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [**unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **Two Hundred Fifty and 00/100 Dollars (\$250.00)** for each and every day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:
- (1) An increase in working forces;
 - (2) An increase in equipment or tools;
 - (3) An increase in hours of work or number of shifts;
 - (4) Expediting delivery of materials; and/or
 - (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific

measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$_____, except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon _____ [specify hourly rate, flat fee, or other basis].
- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by _____ (contract administrator) and the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.
- C. The Contractor through each invoice (except the final invoice) may request payment for no more than ninety percent (90%) of that portion of the Work completed during the term covered by each invoice as agreed upon by _____ (contract administrator) or the County. The final payment issued by the County shall include all amounts retained by the County under this paragraph, subject to any deviations in the Work or change orders executed pursuant to Section 6 of this Agreement.
- D. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders, as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County

or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

Section 6. Change Orders

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. 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 and executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- D. 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 5 above. 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 \$25,000.00, must be approved by the resolution of the Cherokee County Board of Commissioners.

Section 7. Covenants of Contractor.

A. Ethics Code

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics or any other similar law or regulation.

B. Time is of the Essence

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

C. Expertise of Contractor

Contractor 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 Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures.

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the County of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the County of Work completed or produced, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for

the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

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

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work 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 Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

F. Contractor's Reliance on Submissions by the County

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

G. Contractor's Representative

_____ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

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

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities"), which may be the result of willful, negligent, or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, 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 Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive 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.

J. Independent Contractor

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

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate 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 policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
 - (d) Workers' Compensation policy with 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 in writing.
- (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 Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (c) Builder's Risk Insurance. Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency."
- (d) 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 licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and County Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insureds and loss payees on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached hereto as Exhibit "C" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

M. Employment of Unauthorized Aliens Prohibited – 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:

- (1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "F" and "G" (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 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, or
- (2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "F", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, 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.

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 "G", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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 agrees that the employee-number category designated below is applicable to the Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

- ___ 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 and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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.

N. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period

of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, the Contractor 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 Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and/or data relating to all matters covered by this Agreement.

O. Confidentiality

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

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and

attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required 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; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel

All of the individuals identified in Exhibit "I" 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 Contractor's Project Manager or members of the project team, as listed in Exhibit "I", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor 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 Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

R. Authority to Contract

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

S. 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 Contractor ("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 Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor 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 Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

T. Meetings

The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

U. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 7(U) in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the County

A. Right of Entry

The County shall provide for right of entry for Contractor to _____ in order for Contractor to complete the Work.

Section 9. Warranty

A. Warranty

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within _____ year(s) from the date of Final Completion at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for _____ year(s) from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the _____-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the _____-year warrant period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination

- A. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. Further, at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.

- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.

The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The Contractor 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 Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. Construction Administration

- A. _____'s (contract administrator) administration of the construction of the Project shall be as described in Exhibit "J." The Contractor agrees to the construction administration provisions contained in Exhibit "J."
- B. _____'s (contract administrator) decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.
- C. THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF _____(CONTRACT ADMINISTRATOR). THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE COUNTY AND _____(CONTRACT ADMINISTRATOR). IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE COUNTY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF _____(CONTRACT ADMINISTRATOR) TO THE COUNTY.

Section 12. Miscellaneous

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
- (i) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, 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 or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, 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 as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.
- F. Business License. Prior to commencement of the Work to be provided hereunder, Contractor 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.
- G. Notices.

(1) Communications Relating to Day-to-Day Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between _____ for the County and _____ for the Contractor.

(2) Official Notices.

All other notices, requests, demands, 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
 c/o Cherokee County Board of Commissioners

NOTICE TO CONTRACTOR shall be sent to:

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

- H. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.
- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be

extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

- L. Headings. All headings herein are intended for convenience and ease of 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.
- M. 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.
- N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR: _____

CHEROKEE COUNTY, GEORGIA

By: _____

[NAME AND TITLE]

[NAME AND TITLE]

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Witness

Notary Public

Notary Public

[NOTARY SEAL]

[NOTARY SEAL]

My Commission Expires:

My Commission Expires:

EXHIBIT "A"

[INSERT REQUEST FOR _____ (PROPOSALS/BIDS)]

EXHIBIT "B"

[INSERT _____ (PROPOSAL/BID) DOCUMENTS FROM CONTRACTOR]

EXHIBIT "C"

PERFORMANCE BOND

CHEROKEE COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT _____

(as CONTRACTOR, hereinafter referred to as the "Principal"), and _____

(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are

held and firmly bound unto Cherokee County, Georgia (as OWNER, hereinafter referred to as

the "County"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of

_____ Dollars (\$_____), lawful money of the United States

of America, for the payment of which the Principal and the Contractor's Surety bind themselves,

their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by

these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated the ____ of _____, 20__ which is incorporated

herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the

construction of a project known as _____,

(hereinafter referred to as "the PROJECT").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall

indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:

- a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the County to the Contractor's Surety; and
- b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____, 20__.

CONTRACTOR ("Principal"):

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT "C"

PAYMENT BOND

CHEROKEE COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT _____

(as CONTRACTOR, hereinafter referred to as the "Principal"), and _____

(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are

held and firmly bound unto Cherokee County (as OWNER, hereinafter referred to as the

"County"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of

_____ Dollars (\$_____.__), lawful money of the United States

of America, for the payment of which the Principal and the Contractor's Surety bind themselves,

their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by

these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written

agreement with the County, dated the _____ day of _____ 20__, which is

incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for

the construction of a project known as _____,

(hereinafter referred to as "the PROJECT").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall

promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and

materials used or reasonably required for use in the performance of the Contract, then this

obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this ____ day of _____, 20__.

CONTRACTOR:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

(Signatures Continued from Previous Page)

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT "D"

NONCOLLUSION AFFIDAVIT OF PRIME **(PROPOSER/BIDDER)**

STATE OF GEORGIA
COUNTY OF CHEROKEE

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

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____ (the "_____" (Proposer/Bidder)) that has submitted the attached _____ (Proposal/Bid);

(2) He is fully informed respecting the preparation and contents of the attached _____ (Proposal/Bid) and of all pertinent circumstances respecting such _____ (Proposal/Bid);

(3) Such _____ (Proposal/Bid) is genuine and is not a collusive of sham _____ (Proposal/Bid);

(4) Neither the said _____ (Proposer/Bidder) nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other _____ (Proposer/Bidder), firm or person to submit a collusive or sham _____ (Proposal/Bid) in connection with the Contract for which the attached _____ (Proposal/Bid) has been submitted to or refrain from proposing in connection with such Contract, or has in any collusion or communication or conference with any other _____ (Proposer/Bidder), firm or person to fix the price or prices in the attached _____ (Proposal/Bid) or of any other _____ (Proposer/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 _____ (Proposal/Bid) are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the _____ (Proposer/Bidder) or any of its agents, representatives, owners, employees, or parties in interest, included in this affidavit.

(6) _____ (Proposer/Bidder) has not directly or indirectly violated any law, ordinance or regulation related to the _____ (Proposal/Bid).

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 _____,
20__.

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "E"

FINAL AFFIDAVIT

TO CHEROKEE COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of its subcontractors in connection with the construction of _____ for Cherokee County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Cherokee County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 20____, _____, who under oath deposes and says that he is _____ of the firm of _____, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires

EXHIBIT "F"

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 will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 20__ 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 _____,
20__.

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "G"

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 "H"

[PLANS AND SPECIFICATIONS TO BE INSERTED]

EXHIBIT "J"

[INSERT AGREEMENT FOR CONTRACT ADMINISTRATION WITH
_____ (NAME TO BE DETERMINED)]

EXHIBIT "K"

[INSERT GENERAL CONDITIONS (IF ISSUED)]

EXHIBIT "L"

[INSERT SUPPLEMENTARY CONDITIONS (IF ISSUED)]

EXHIBIT "M"

[INSERT NOTICE OF AWARD]



Cherokee County, Georgia
Agenda Request

2.10

SUBJECT: Three Cities Project for:
Nelson, Ball Ground and County Park at Waleska

MEETING DATE: June 18, 2013

SUBMITTED BY: Bill Echols, AIA, Director of Capital Projects

COMMISSION ACTION REQUESTED: Approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals for the work of the Three Cities Project for Nelson, Ball Ground and County Park at Waleska, as listed below:

Nelson Park: To Industrial Facilities Solutions, LLC. (IFS) in the amount of \$216,267.00; for acceptance of the base bid proposal amount of \$174,300.00, inclusive of all unit prices, and Add Alternate No. 4 in the amount of \$42,267.00 for Playground Equipment manufactured by Miracle.

Ball Ground Parks: To W. E. Contracting, in the amount of \$772,158.00; for acceptance of the base bid proposal amount of \$741,553.00, inclusive of all unit prices, and Add Alternate No. 4 in the amount of \$30,605.00 for Playground Equipment manufactured by Miracle.

County Park at Waleska: To CRS Building Corporation, in the amount of \$1,621,636.00; for acceptance of the base bid proposal amount of \$1,322,300.00, inclusive of all unit prices, and Add Alternate No. 1 for construction and installation of new Batting Cages in the Add amount of \$36,544.00, and Add Alternate No. 2A for sports field lighting manufactured by MUSCO Lighting in the Add amount of \$262,792.00.

In addition to the above recommended/requested construction contract award amounts, contingency amounts (to be controlled by Cherokee County Capital projects) are also requested, as listed below:

Nelson Park: \$15,000.00.

Ball Ground Parks: \$100,000.00

County Park at Waleska: \$195,000.00.

FACTS AND ISSUES: In accordance with procurement requirements of the County, on June 5, 2013, four (4) construction bid proposals were submitted to the County Procurement Department from interested bidders/contractors attending the mandatory pre-bid conferences for the Three Cities Project for Nelson, Ball Ground and County Park at Waleska, County RFP #2013-26. A fifth construction bid proposal was submitted for the Nelson project. Bid tabulations of all bids received for all three projects are attached and included with this Agenda Request. The engineer for this project is AMEC.

For each project, unit prices were requested for excavation and replacement of unsuitable soils. No allowances were included. (All unit prices are included in the base bid contract sum amount submitted by the Bidders/Contractors.) For the Nelson and Ball Ground Parks, Additive Alternates were also requested for playground equipment. For the County Park at Waleska, two Add Alternates were requested for the construction and installation of new Batting Cages and sports field lighting system.

The above recommended construction contract award amount include the respective base bid amounts for each Park Project AND acceptance of the respective Add Alternates, as set forth by the attached Bid Tabulation forms for each Park Project. An "All Project Alternate" was also included to allow interested Bidders to provide a Deduct to provide construction services for all three park projects. However, no All Project Deductive Alternate price was provided by any Bidder.

Attached is supplemental information for each of the above three project; describing the scopes of renovation work proposed for each park and project construction schedules.

City Council approvals: Nelson and Ball Ground: Also, the City Councils of Nelson and Ball Ground have reviewed the bid tabulations for their respective projects, and each city has confirmed their selection for the Add Alternates for Playground Equipment, and recommended Cherokee County BOC approval of the bids at the BOC meeting of June 18, 2013.

Nelson: At its special called meeting of Wednesday, June 12, 2013, the Nelson City Council unanimously voted to accept the base bid submitted by IFS and selected Add Alternate No. 4 for playground equipment manufactured by Miracle. Based upon higher than expected bids, and in order to fully fund the recommended construction contract award to IFS in the amount of \$216,267.00 for the base bid and selected add alternate, and the recommended contingency of \$15,000.00, **for a total of \$231,267.00, the City of Nelson has agreed to provide \$20,000.00 of additional funding** to close the over budget cost as recommended above. This additional funding by the City of Nelson is provided at this time to cover the contract award shortfall, and it is understood that should contingency funds assigned to the project not be used, or only used partially, that a partial reimbursement of funds back to the City of Nelson may be possible if all Nelson park project costs do not exceed the park bond allocation of \$250,000.00.

Ball Ground: At its regular meeting of Thursday, June 13, 2013, the Ball Ground City Council voted to accept the base bid submitted by W. E. Contracting, and selected Add Alternate No. 4 for playground equipment manufactured by Miracle. Costs as recommended above for Ball Ground, in the amount of \$772,158.00 for the base bid and selected add alternate, and the recommended contingency of \$100,000.00, **for a total of \$872,158.00**, fall within the budget established for award of the construction contract. No additional funding is required by/from the City of Ball Ground for this project.

County Park at Waleska: Costs as recommended above for the County Park at Waleska, in the amount of \$1,621,636.00 for the base bid and selected add alternates, and the recommended contingency of \$195,000.00, **for a total of \$1,816,636.00**, fall within the budget established for award of the construction contract. No additional funding is required for this project.

BUDGET: CITY OF NELSON:

Budgeted Amount:	\$ 250,000.00	Account Name: Nelson
Amount Encumbered:	\$ 1,004.00	Account #: PR269
Amount Spent to Date:	\$ 35,838.80	
Amount Requested:	\$ 231,567.00	
Remaining Budget:	\$ (18,409.80)	

To compensate for the budget shortfall, additional funding in the amount of \$20,000.00 will be provided by the City of Nelson prior to issuance of the contract to the selected contractor, IFS.

BUDGET: CITY OF BALL GROUND:

Budgeted Amount:	\$1,000,000.00	Account Name: Ball Ground
Amount Encumbered:	\$ 6,313.20	Account #: PR251
Amount Spent to Date:	\$ 120,607.86	
Amount Requested:	\$ 872,158.00	
Remaining Budget:	\$ 920.94	

BUDGET: COUNTY PARK AT WALESKA:

Budgeted Amount:	\$2,100,000.00	Account Name: Waleska County
Amount Encumbered:	\$	Account #: PR120
Amount Spent to Date:	\$ 91,956.72	
Amount Requested:	\$1,816,636.00	
Remaining Budget:	\$ 191,407.28	

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

Contract: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION: Approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals for the work of the Three Cities Project for Nelson, Ball Ground and County Park at Waleska, as listed below:

Nelson Park: To Industrial Facilities Solutions, LLC. (IFS) in the amount of \$216,267.00; for acceptance of the base bid proposal amount of \$174,300.00, inclusive of all unit prices, and Add Alternate No. 4 in the amount of \$42,267.00 for Playground Equipment manufactured by Miracle.

Ball Ground Parks: To W. E. Contracting, in the amount of \$772,158.00; for acceptance of the base bid proposal amount of \$741,553.00, inclusive of all unit prices, and Add Alternate No. 4 in the amount of \$30,605.00 for Playground Equipment manufactured by Miracle.

County Park at Waleska: To CRS Building Corporation, in the amount of \$1,621,636.00; for acceptance of the base bid proposal amount of \$1,322,300.00, inclusive of all unit prices, and Add Alternate No. 1 for construction and installation of new Batting Cages in the Add amount of \$36,544.00, and Add Alternate No. 2A for sports field lighting manufactured by MUSCO Lighting.

In addition to the above recommended/requested construction contract award amounts, contingency amounts (to be controlled by Cherokee County Capital projects) are also requested, as listed below:

Nelson Park: \$15,000.00.

Ball Ground Parks: \$100,000.00

County Park at Waleska: \$195,000.00.

REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

SUPPLEMENTAL INFORMATION

SUBJECT:

Three Cities Project for Nelson, Ball Ground and County Park at Waleska

MEETING DATE: June 18, 2013

SUBMITTED BY: Bill Echols, AIA, Director of Capital Projects

WORK TO BE DONE:

All work shall be performed according to the requirements of the construction project manual, drawings and specifications prepared by the Project Engineer: AMEC:

CITY OF NELSON PARK – (Single Project: One Project Site)

Project Location: City of Nelson, GA

Project Type: Existing Park Improvements

Work to be done: The work to be performed consists of:

1. Erosion & Sediment Control Structures
2. Grading & Drainage
3. Utilities – (including water, electric and septic services)
4. Parking Lot – (including curb & gutter, wheel stops, stripping and signage)
5. Concrete Walkways & Asphalt Trails
6. Playground – (including play structures, sub-drainage and surfacing)
7. Restroom Building
8. Site Signage
9. Site Landscaping

CITY OF BALL GROUND – (Single Project: Three Project Sites)

Project Site #1: Lions Club Park

Project Location: City of Ball Ground, GA

Project Type: Existing Park Renovation

Work to be done: The work to be performed consists of:

1. Erosion & Sediment Control Structures
2. Renovation of Existing Concession/Restroom Building
3. Renovation of Existing Plaza
4. Renovation of Existing Baseball Field

Project Site #2: Calvin Farmer Park: Upper and Lower Areas

Project Location: City of Ball Ground, GA

Project Type: Existing Park Improvements

Work to be done: The work to be performed consists of:

1. Erosion & Sediment Control Structures
2. Grading & Drainage
3. Utilities – (including water and electric services)
4. Concrete & Asphalt Walkways
5. Playground – (including play structures, sub-drainage and surfacing)
6. Pee Wee Baseball Field
7. Tennis Court Resurfacing
8. Tennis Court Shade Structure
9. Site Irrigation
10. Site Landscaping

Project Site #3: City Park

Project Location: City of Ball Ground, GA

Project Type: Existing Park Improvements

Work to be done: The work to be performed consists of:

1. Erosion & Sediment Control Structures
2. Grading & Drainage
3. Utilities – (including water, electric and sewer services)
4. Parking – (including curb & gutter, wheel stops, stripping and signage)
5. Concrete Walkways
6. Stage Structure
7. Restroom Building
8. Site Irrigation
9. Site Landscaping

WALESKA COUNTY PARK – (Single Project: One Project Site)

Project Location: City of Waleska, GA

Project Type: Existing Park Renovation

Work to be done: The work to be performed consists of:

1. Erosion & Sediment Control Structures
2. Grading & Drainage
3. Utilities – (including water, electric and septic services)
4. Parking Lots – (including curb & gutter, wheel stops, stripping and signage)
5. Concrete Walkways & Plaza
6. Concession/Restroom Building
7. Renovation of Existing Baseball Fields
8. Renovation of Existing Playground
9. Site Signage
10. Site Irrigation
11. Site Landscaping
12. Batting Cages (Add Alternate: Selected/to be constructed)

SCHEDULES: In accordance with arrangements reached with the Cities of Nelson and Ball Ground, and with CRPA, on-site construction work is scheduled to commence no later than July 15, 2013, for completion not later than February 15, 2014.

BID TABULATION FORM

Other forms and attachments to Bid Proposal to be confirmed by Cherokee County in its reviews of all Bid Proposals.

THIS IS AN OPENING AND READING OF BIDS ONLY.

PROJECT: THREE CITIES: NELSON ONLY

BID DATE: **June 7, 2013** BID TIME: 2:00 PM

BIDDER/CONTRACTOR	BID BOND	ADDENDA REC'D	BASE BID AMOUNT	UNIT PRICE NO. 1: EXCAVATE: INCLUDED IN BASE BID AMOUNT	UNIT PRICE NO. 2: BACKFILL: INCLUDED IN BASE BID AMOUNT	ADD ALTERNATE NO. 1: GAMETIME PLAYGROUND	ADD ALTERNATE NO. 2: SOUTHERN PLAYGROUND	ADD ALTERNATE NO. 3: LANDSCAPE STRUCTURES PLAYGROUND	ADD ALTERNATE NO. 4: MIRACLE PLAYGROUND	E-VERIFY FORM	SAVE FORM	NON-INFLUENCE AFFIDAVIT	CERTIFICATE TO PROVIDE P&P BONDS	CERTIFICATE AS TO COMPANY ORGANIZATION	CONTRACT OR LICENSE CERTIFICATE	AUTHORIZED PERMIT AGENT FORM	CERTIFICATE AS TO CONTRACT REVIEW ACCEPTANCE	ATTENDED PRE-BID
	Y/N	#####	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Tri Scapes, Inc.	Y	6.00	221,830.00	\$20/CY \$10,000	\$32/CY \$16,000	\$ 50,000.00	\$ 40,000.00	\$ 38,000.00	\$ 45,000.00	Y	Y	Y	Y	Y	Y	N	Y	Y
Industrial Facilities Solutions (IFS) ¹	Y	7.00	174,300.00	\$13/CY \$6,500	\$18/CY \$9,000	\$ 32,500.00	\$ 35,901.00	\$ 39,600.00	\$ 42,267.00	Y	Y	Y	Y	Y	Y	Y	Y	Y
CRS Building Corporation	Y	7.00	235,600.00	\$13/CY \$6,500	\$30/CY \$15,000	\$ 31,802.00	\$ 35,001.00	\$ 37,289.00	\$ 41,416.00	Y	Y	Y	Y	Y	Y	Y	Y	Y
Georgia Development Partners, LLC	Y	7.00	237,465.08	\$16.88/CY \$8,440	\$35.44/CY \$35,440	\$ 33,193.55	\$ 36,532.13	\$ 38,780.84	\$ 43,228.67	Y	N	Y	Y	Y	Y	N	Y	Y
W, E. Contracing Co., Inc.	Y	7.00	231,525.00	\$1/CY \$500	\$30/CY \$15,000	\$ 32,455.00	\$ 35,720.00	\$ 35,720.00	\$ 42,267.00	N	N	Y	Y	Y	Y	N	N	Y

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

NOTES:

1. IFS did not provide Contractor Qualifications or Financial Information

BID TABULATION FORM

Other forms and attachments to Bid Proposal to be confirmed by Cherokee County in its reviews of all Bid Proposals.

THIS IS AN OPENING AND READING OF BIDS ONLY.

PROJECT: THREE CITIES: BALL GROUND ONLY

BID DATE: June 7, 2013 BID TIME: 2:00 PM

BIDDER/CONTRACTOR	BID BOND	ADDENDA RECEIVED	BASE BID AMOUNT	UNIT PRICE NO. 1: EXCAVATE: INCLUDED IN BASE BID AMOUNT	UNIT PRICE NO. 2: BACKFILL: INCLUDED IN BASE BID AMOUNT	ADD ALTERNATE NO. 1: GAMETIME PLAYGROUND	ADD ALTERNATE NO. 2: SOUTHERN PLAYGROUND	ADD ALTERNATE NO. 3: LANDSCAPE STRUCTURES PLAYGROUND	ADD ALTERNATE NO. 4: MIRACLE PLAYGROUND	E-VERIFY FORM	SAVE FORM	NON-INFLUENCE AFFIDAVIT	CERTIFICATE TO PROVIDE P&P BONDS	CERTIFICATE AS TO COMPANY ORGANIZATION	CONTRACT OR LICENSE CERTIFICATE	AUTHORIZED PERMIT AGENT FORM	CERTIFICATE AS TO CONTRACT REVIEW ACCEPTANCE	ATTENDED PRE-BID
	Y/N	#####	\$\$\$	\$\$\$	\$\$\$	\$\$\$				Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Tri Scapes, Inc.	Y	6.00	783,997.50	\$20/CY \$10,000	\$32/CY \$16,000	\$ 50,000.00	\$ 32,000.00	\$ 38,000.00	\$ 42,000.00	Y	Y	Y	Y	Y	Y	N	Y	Y
CRS Building Corporation	Y	7.00	770,700.00	\$13/CY \$6,500	\$30/CY \$15,000	\$ 33,448.00	\$ 29,973.00	\$ 38,372.00	\$ 40,655.00	Y	Y	Y	Y	Y	Y	Y	Y	Y
Georgia Development Partners, LLC	Y	7.00	836,330.93	\$16.88/CY \$8,440	\$35.44/CY \$35,440	\$ 35,112.89	\$ 31,299.75	\$ 40,002.31	\$ 42,455.15	Y	N	Y	Y	Y	Y	N	Y	Y
W, E. Contracing Co., Inc.	Y	7.00	741,553.00	\$1/CY \$500	\$30/CY \$15,000	\$ 32,220.00	\$ 30,604.00	\$ 40,500.00	\$ 30,605.00	N	N	Y	Y	Y	Y	N	N	Y

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

BID TABULATION FORM

Other forms and attachments to Bid Proposal to be confirmed by Cherokee County in its reviews of all Bid Proposals.

THIS IS AN OPENING AND READING OF BIDS ONLY.

PROJECT: THREE CITIES: COUNTY PARK AT WALESKA ONLY

BID DATE: **June 7, 2013** BID TIME: 2:00 PM

BIDDER/CONTRACTOR	BID BOND	ADDENDA RECEIVED	BASE BID AMOUNT	UNIT PRICE NO. 1: EXCAVATE: INCLUDED IN BASE BID AMOUNT	UNIT PRICE NO. 2: BACKFILL: INCLUDED IN BASE BID AMOUNT	ADD ALTERNATE NO. 1: BATTING CAGES	ADD ALTERNATE NO. 2A: SPORTS LIGHTING: MUSCO	ADD ALTERNATE NO. 2B: SPORTS LIGHTING: HUNTER QUALITE	E-VERIFY FORM	SAVE FORM	NON-INFLUENCE AFFIDAVIT	CERTIFICATE TO PROVIDE P&P BONDS	CERTIFICATE AS TO COMPANY ORGANIZATION	CONTRACTOR LICENSE CERTIFICATE	AUTHORIZED PERMIT AGENT FORM	CERTIFICATE AS TO CONTRACT REVIEW ACCEPTANCE	ATTENDED PRE-BID
	Y/N	#####	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Tri Scapes, Inc.	Y	6.00	1,577,982.50	\$20/CY \$20,000	\$32/CY \$32,000	\$ 17,500.00	\$ 275,000.00	\$ 375,000.00	Y	Y	Y	Y	Y	Y	N	Y	Y
CRS Building Corporation	Y	7.00	1,322,300.00	\$13/CY \$13,000	\$30/CY \$30,000	\$ 36,544.00	\$ 262,792.00	\$ 304,042.00	Y	Y	Y	Y	Y	Y	Y	Y	Y
Georgia Development Partners, LLC	Y	7.00	1,484,251.11	\$16.88/CY \$16,880	\$35.44/CY \$35,440	\$ 46,507.61	\$ 247,455.00	\$ 281,250.00	Y	N	Y	Y	Y	Y	N	Y	Y
W, E. Contracing Co., Inc.	Y	7.00	1,698,244.00	\$1/CY \$1,000	\$30/CY \$30,000	\$ 66,560.00	\$ 271,747.00	\$ 321,410.00	N	N	Y	Y	Y	Y	N	N	Y

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

BID TABULATION FORM

Other forms and attachments to Bid Proposal to be confirmed by Cherokee County in its reviews of all Bid Proposals.

THIS IS AN OPENING AND READING OF BIDS ONLY.

PROJECT: ALL PROJECT DEDUCT ALTERNATE

BID DATE: **June 7, 2013** BID TIME: 2:00 PM

BIDDER/CONTRACTOR	ATTENDED PRE-BIDS	NELSON BASE BID AMOUNT	BALL GROUND BASE BID AMOUNT	WALESKA COUNTY PARK BASE BID AMOUNT	TOTAL: ALL 3 BASE BID AMOUNTS	ALL PROJECT ALTERNATE: DEDUCT	REVISED TOTAL ALL 3 BASE BID AMOUNT
	Y/N	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$

NONE

					\$ -		\$ -
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**Cherokee County, Georgia
Agenda Request**

2.11

SUBJECT: Juvenile Reinvestment Grant Funds MEETING DATE: June 18, 2013

SUBMITTED BY: Amy Turcotte for Judge John Sumner

COMMISSION ACTION REQUESTED:

Approval to submit Juvenile Reinvestment Grant Funds application requesting funding in the amount of \$101,490 with \$26,008 match for the Cherokee Bridging the Gap Program to address community problem of a lack of coordination and linkage with existing private and public behavioral health providers.

FACTS AND ISSUES:

The purpose of the Cherokee Bridging the Gap Program is to reduce the commitments to the Department of Juvenile Justice short-term program (STP) to comply with the Juvenile Court Reform per House Bill 242. The match includes funding from existing Unfunded Services Fees in the amount of \$10,000 (\$120,000 currently available), as well as \$3,000 in new Seven Challenges Licensing Fees (youth with drug addictions). In addition, Highland Rivers will provide office/group space as in-kind valued at \$8,400 as well as \$1,440 in supplies and \$3,168 in computer/phone and travel 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: Yes No Ordinance/Resolution: Yes No
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of grant application.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, handwritten signature in black ink, appearing to be "Amy Turcotte", written over the signature lines for the Department Head, Agency Director, and County Manager.

State of Georgia – Governor’s Office for Children and Families
Justice Grants

Application Face Sheet

SECTION 1: APPLICANT AGENCY (for contracting purposes)

Applicant Agency (Legal Name): **Cherokee County Board of Commissioners**

Legal Mailing Address: 1130 Bluffs Parkway

City: Canton County: Cherokee State: Georgia Zip: 30114

Federal Employer I.D. #: 58-6000799 DUNS #: 101493158

Congressional District #: 6

Executive Officer Name: L.B. “Buzz” Ahrens, Jr.

Title: Chair, Board of Commissioners

Street Address: 1130 Bluffs Parkway

City: Canton State: Georgia Zip: 30114

Telephone: 678-493-6001 FAX: 678-493-6035

Email: lbahrens@cherokeega.com

SECTION 2: FISCAL AGENT (if not the applicant agency)

SECTION 3: FISCAL CONTACT

Fiscal Contact Name: L.B. “Buzz” Ahrens, Jr.

Title: Chair Board of Commissioners

Street Address: 1130 Bluffs Parkway

City: Canton State: Georgia Zip: 30114

Telephone: 678-493-6001 FAX: 678-493-6035

Email: lbahrens@cherokeega.com

SECTION 4: PROGRAM CONTACT

Program Contact Name: Amy Turcotte

Title: Juvenile Court Program Manager/Intake Officer

Street Address: 90 North Street Suite 310

City: Canton State: Georgia Zip: 30115

Telephone: 678-493-6253 FAX: 678-493-6255

Email: aturcotte@cherokeega.com

SECTION 5: GRANT AMOUNT REQUESTED: \$ 100,000**SECTION 6: AUTHORIZING SIGNATURES**

I, the undersigned, an authorized representative of the applicant, have read, understand, and agree to all relative conditions specified in the Governor's Office for Children and Families Request for Proposal and having read all attachments thereto do submit this application on behalf of the applicant agency. If awarded a grant to implement the provision herein, I do certify that all applicable federal and state laws, rules, and regulations thereto will be followed.

APPLICANT AGENCY: Cherokee County Board of Commissioners

L. B. "Buzz" Ahrens, Jr. Chair Cherokee County Board of Commissioners

Signature, Executive Officer

Date

SECTION 7: APPLICANT AGENCY FISCAL INFORMATION

1. Month of Fiscal Year End: September 30
2. Attach to the application, the applicant agency's financial statements as required by RFP Section 6, A-5.
3. Is applicant agency: Public Government Entity Non-Profit 501(c)(3) Entity
4. Is applicant agency delinquent on any federal debt? NO YES If yes, attach a detailed explanation.
5. Did applicant agency receive 80 percent or more of its annual gross revenue in federal awards in its preceding fiscal year; and \$25,000,000 or more in annual gross revenue from federal awards and in so doing is required to comply with "Federal Funding Accountability and Transparency Act"? NO YES If yes, attach names and total compensation of the five most highly compensated officers of the grantee.

SECTION 8: TARGET POPULATION

Target group (check one): Middle School High School Middle and High School
 Gender served (check one): Male only Female only Male and Female

Age range: 13 to 16

Number of youth to be served: Of the 1,490 youth who need primary intervention, it is estimated that **400 will be referred to the Mental Health Coordinate to complete a more comprehensive behavioral health assessment and referral into mental health services. Of those assessed, 35 families will receive Functional Family Therapy and 40 youth will be enrolled in Seven Challenges.**

SECTION 9: SERVICE DELIVERY AREA

Primary county to be served: Cherokee

List other counties to be served: None

Congressional District(s) to be served: 6th

SECTION 10: PROGRAM ACTIVITIES

Justice:

- Community Service /Restitution
- Evening Report Center
- Juvenile Drug Court
- Diversion Services
- Tutoring
- Counseling Services
- Other Evidence-based curriculum/Intervention (List Primary Intervention and secondary):

Functional Family Therapy and Seven Challenges

4. Proposal Narrative

4a. Statement of Need/Summary

1. Statement of the Community Problem Cherokee's Bridging the Gap program will address the community problem of a lack of coordination and linkage with existing private and public behavioral health providers. This has led to a fragmented system that is difficult to access; with limited early intervention services that in turn intensifies referrals to court and probation as the way to access treatment through court; and, has led to violations of probation due to no intensive services in place that address at risk behaviors of families and substance use. This has led to commitments to Department of Juvenile Justice, with over 65% of the STP cases being for violations of probation (Please see section 4c. for justification illustrated through the data).

2. Description of How the Problem Relates to the Mission of Applying Agency The mission and vision is to achieve excellence in the community by providing quality services for the positive development of children, the safety of the community and the preservation of the family unit which is direct correlation to the need outlined above and the responsibility of the Juvenile Court to be a convener of stakeholders to design and implement improvements of the system.

3. Overview of the Target Population to be Served The target population are those youth, ages 13 to 16 who indicate a need for intensive early intervention and diversion services based on a risk assessment. It is anticipated that as a result of proposed process changes, a large portion of those youth who show at risk behaviors in elementary school will be positively impacted.

4. Description of Chosen Priority Area for Proposal and Why Selected The chosen priority is Diversion as we are bring together systems for the development of a multifaceted response to divert youth from the system or prevent further involvement.

5. Description of the Activities Requesting GOCF Funds The activities being requested are directed toward assessment, diversion, improving school performance, improving the delivery system of mental health services, and providing intensive family and substance abuse services currently unavailable, including Functional Family Therapy and Seven Challenges.

6. Indication to Apply for Juvenile Reinvestment Grant Funds from CJCC N/A

4b. Administration

1. Name and Description of Implementing Agency Juvenile Court will be the implementing agency for the Board of Commissioners. Program Manager, Amy Turcotte, will be assigned to the implementation and be responsible for all reporting requirements.

2. Agency Qualifications and Experience Managing Grants The County and Court have a track record of successful grant operations for the past 10 years receiving over \$150,000 through the Purchase of Service Grant (JAIBG) and an additional \$63,000 through CYCC for the three year school probation coach program.

3. Community Partners and their Contribution Cherokee County has a great partnership with the schools, DJJ, District Attorney, DFCS, and the Court. Through this process, these relationships have strengthened and have expanded to include many mental health providers. All of the partners have committed to come together and develop and implement a coordinated, integrated and evidence-based approach that meets the needs of the community. This includes putting process in place that support early intervention and participating in local and statewide evaluation efforts.

4. Does the Fiscal Agent have Ability to Maintain Quarterly Cash Flow In order to maintain successful reporting and compliance requirements of the grants received, the Cherokee Juvenile Court and Cherokee County have implemented a quarterly cash flow system.

4. Proposal Narrative

4c. Target Population

1. Target Group/Age Range The risk population is 13-16 years old, middle school to high school, and who need for intensive family services and substance abuse intervention.
2. How and Why Target Population was Selected? The target population was selected based on the Juvenile data reports and the gaps identified by the collaborating members. The Presiding Judge of the Court met with each partner separately to assess the needs of the community.
3. Number to be Served Of the 1,490 who need primary intervention, it is anticipated that 400 will need a more comprehensive behavioral health assessment and referral into mental health services. Of those assessed, 35 families will receive Functional Family Therapy and 40 youth will be enrolled in Seven Challenges.
4. Gender Both Male and Females will be served.
5. County/Countries to be Served Cherokee County
6. Demographic Information Cherokee County does not have a substantial issue of violent juvenile offenders. Serious felonies do occur but not at a high rate. There were 1,490 referrals made to Juvenile Court: 231 felonies; 330 misdemeanors; 375 status; 124 VGCSA; 331 VOP; 28 Truancy; and 71 alcohol. Misdemeanors, VOP and status make up 76%. A more specific breakdown of the entire number of referrals establishes 22% VOP; 31% status; and 8% VGCSA (referrals include all counts). In FY12, the court had 23 orders of commitment and 71 STP sentences. Of the 71 STP sentences, only 13 (18%) were for felonies and the remaining were misdemeanors and violations of probation. 61% of the violations of probation were for underlying cases of status offenders or offenses involving family members and 20% were for underlying substance abuse offenses. In comparison to state rates for commitment of 1.04, Cherokee was .14; and RYDC of 3.68 versus the state rate of 6.82. The YDC rate of 1.43 is above the state rate of 1.2. The reason for this higher rate is that there is a lack of early intervention and intensive needs treatment. The result is that the local system addresses low to medium risk youth well with the treatment available, but lacks the sufficient support to address high risk youth with treatment in the community.
7. Assessment Instruments to be used for Selected Target Population DJJ will continue to use the Detention Assessment Instrument and the Massachusetts Youth Screening Instrument-2. The Mental Health Coordinator who will be hired will use biopsychosocial assessment, Child and Adolescent Needs and Strengths, and Family Advocacy Support Tool.

4d. Methods and Procedures

Cherokee County is fortunate in that it has agencies who independently work well, as well as a shared willingness to work as a collaborative. The collaborative nature of Cherokee County is one of its greatest strengths.

Service Delivery

1. Describe the Overall Format and Design of the Program The proposed program, Bridging the Gap, is an integrated, coordinated and evidence-based system of care that is being developed to meet the needs of the highest risk youth, ages 13 to 16, who are coming into the criminal justice system or continuing to recycle through the system due to a lack of supports for the family and youth. The proposal is 2 fold that includes: (1) Training mental health providers on the evidence-based tool, Family Functional Therapy and expanding the Seven Challenges license which addresses the identified needs of the target population. (2) Bringing together high quality

4. Proposal Narrative

but disparate systems to streamline processes and improve access to needed assessment, treatment, resources and services through the hire of a Mental Health Coordinator.

Multi-Agency Oversight Committee A Multi-Agency Oversight Committee has been developed by the Presiding Judge of the Juvenile Court during the planning of this proposal and includes, Cherokee Board of Commissioners, Department of Juvenile Justice, Cherokee School District, Cherokee Department of Family and Children Services, Highland Rivers Health, a behavioral health provider. This committee has been established to provide oversight of the grant project. The insights, perspectives, and expertise of each of these members are invaluable in improving the care for the targeted population. The meetings of the committee will provide the necessary time and input to revise policies and procedures so that each system can more easily outreach and identify youth, make critical referrals, reduce waiting times, service redundancy, and fragmentation. This committee will be responsible for assessing the current financing for behavioral health services, identifying opportunities for the maximization or reallocation of resources, and developing and implementing an action plan for the removal of any barriers. This workgroup is charged for ensuring that any changes being made will be financial viable and modifications for change have the greatest impact of the needs of the participants. This committee will meet more frequently during the 2-month planning period and monthly thereafter.

Program Type, Evidence-Based Practices Functional Family Therapy (FFT) is a short-term, high quality intervention program with an average of 12 sessions over a 3-4 month period. Services are conducted in both clinic and home settings, and can also be provided in a variety of settings including schools, child welfare facilities, probation and parole offices/aftercare systems, and mental health facilities. FFT is a strength-based model. At its core is a focus and assessment of those risk and protective factors that impact the adolescent and his or her environment, with specific attention paid both intrafamilial and extrafamilial factors, and how they present within and influence the therapeutic process. The intervention program itself consists of five major components in addition to pretreatment activities: Engagement in change; Motivation to change; Relational/Interpersonal Assessment and planning for Behavior change; Behavior Change; and Generalization across behavioral domains and multiple systems. The training of this model includes 3 phases over one year; however, the model can be implemented after phase 1 is completed. Referrals will begin after month 2 of the program is complete with service delivery beginning shortly thereafter.

The Seven Challenges® Program is designed specifically for adolescents with drug problems, to motivate a decision and commitment to change - and to support success in implementing the desired changes. The Program simultaneously helps young people address their drug problems as well as their co-occurring life skill deficits, situational problems, and psychological problems. The challenges provide a framework for helping youth think through their own decisions about their lives and their use of alcohol and other drugs. Counselors using The Seven Challenges Program teach youth to identify and work on the issues most relevant to them. In sessions, as youth discuss the issues that matter most, counselors seamlessly integrate the Challenges as part of the conversation.

4. Proposal Narrative

FFT and Seven Challenges will be provided through a partnership with local mental health providers. The grant will provide for the implementation and support of FFT and Seven Challenges certification and licensure across multiple providers in the community who will then provide the services and seek payment through third party payor systems. The programs' flexibility in being provided both in home, group and clinic settings makes it ideal for reaching a wide range of families.

The hours/days of the week that these services will be offered will be based on the needs of the participating youth and families. The programs will be offered during non-traditional times, including nights and weekends as to not interfere with schooling or work and to make the services more accessible to the target population; when available, services will be delivered at the school during designated times. These models round out the continuum of care for youth who interact or are at risk for interacting with the criminal justice system as they address the high risk needs that are currently unmet.

Role of the Mental Health Coordinator: The Mental Health Coordinator will be hired by Highland Rivers Health and jointly supervised by the mental health provider and Juvenile Court. This team member will provide assessment and screening using the following tools; a biopsychosocial, Child and Adolescent Needs and Strengths, and Family Advocacy Support Tool that will be described later in this section. After completing the assessment, the coordinator would then refer services to local existing mental health providers including Highland Rivers Health, Georgia Hope and Focus Counseling and Training. The purpose for joint supervision is to ensure that referral continue to made based on the needs of the youth and the family. Additionally, the coordinator will make recommendations to the Juvenile Court of the youth and family who would most benefit from the proposed evidence-based practices being implemented.

The coordinator would provide a vital and missing component: assessment and early intervention and would be required to track all referrals, attend all truancy panels, and cooperate fully with DJJ, the school, and Court. Unsuccessful diversion will be brought to Court within a quick time period. The Mental Health Coordinator will report weekly to the Juvenile Court Program Manager as to all referrals and the tracking of previous referrals. The Juvenile Court Program Manger shall meet twice per month with DJJ, prosecution, and the school social workers to monitor all referrals.

2. Program Timeline (Please see Attachment A-2)

3. Sites where Programming will Occur The Bridging the Gap program will be implemented in a variety of settings and will expand to multiple behavioral health providers as training is provided on Functional Family Therapy. The first phase of implementation of the proposed evidence-based practices, Functional Family Therapy and Seven Challenges will take place at Highland Rivers Health, the local community services board, 191 Lamar Haley Parkway, Canton, Georgia 30114 which is conveniently located next to the DFCS office and less than 2 miles from the Juvenile Court. Expansion of Functional Family Therapy treatment and linkage to additional services unfunded by the grant will be to Georgia Hope and Focus Counseling and Training.

4. Proposal Narrative

In addition to behavioral health provider locations, the Mental Health Coordinator will provide assessments and services at the Juvenile Court (90 North Street, Canton, GA) and the Cherokee DJJ office (130 East Main Street, Canton, GA) as well as various schools across the county.

All of the facilities that will be used for screening, assessment and treatment are in compliance with guidelines set forth by the U.S. Department of Housing and Urban Development. All services are and will be offered in locations that are adequate, accessible, and compliant with the Americans with Disabilities Act (ADA) and amenable to the target population. It is the policy of all partnering organizations to adhere to the provisions of ADA that prohibits the unlawful discrimination of qualified individuals with disabilities. In Attachment A-3, a Memorandum of Agreement was included that illustrates the partnerships, a final draft that is inclusive of all providers will be executed upon

4. Description of the Intake Process

Intake The Department of Juvenile Justice provides the intake on all court complaints. At intake, DJJ uses the DAI (Detention Assessment Instrument) and MAYSI 2 (Massachusetts Youth Screening Instrument-Version 2). DJJ does not use the Pre-Disposition Risk Assessment presently; however, the Court and DJJ do not object to its use and will select and put into practice an assessment tool. Recommendations are made for Informal Adjustment and sent to the Court for the approval. All other matters are sent to the District Attorney for petition and filing. DJJ appears at every arraignment calendar and makes recommendations for each disposition. DJJ has agreed to cooperate fully with the proposed Mental Health Coordinator at intake, disposition, and probation monitoring. The coordinator would provide assessments when requested by DJJ at any of three stages for the purpose of making referrals to existing mental health services and juvenile treatment programs. DJJ will cooperate with the coordinator in developing additional screening tools as needed.

Additional Assessment Tools Once identified, youth will be screened utilizing the CANS (Child and Adolescent Needs and Strengths). This tool helps to support individual case planning and planning and evaluation of the service systems. There are several domains that the CANS measures, which allows us to develop specific targeted measures for outcomes and performance. The following domains are measured within the CANS:

1. Life Domain Functioning (i.e., Family, Living Situation, Social Functioning, Recreational, School Behavior, School Achievement, and School Attendance)
2. Child Strengths (i.e., Talents/Interests, Relationship Permanence, Resiliency and Resourcefulness)
3. Acculturation (i.e., Language, Identity, Ritual and Cultural Stress)
4. Caregiver Needs and Strengths (i.e., Supervision, Involvement, Residential Stability, Substance Use and Safety)
5. Child Behavioral/Emotional Needs (i.e., Psychosis, Depression, Adjustment to Trauma and Substance Use)
6. Child Risk Behaviors (i.e., Suicide Risk, Danger to Others, Sexual Aggression, Delinquency)

4. Proposal Narrative

The above information represents the information that is covered in the CANS Comprehensive. There are additional modules that can be used with this CANS that will focus on Juvenile Justice, Trauma, Aggressive Behaviors that help to tailor the assessment to better assess the needs of the youth being identified for service.

Once a family is screened and the personal Intake is scheduled in their home, or a public location of their choosing, (Name of our Program) Partners will use the Family Advocacy Support Tool (FAST) a family planning and outcome management tool which assesses along the following dimensions:

1. The Family Together (i.e., Parental Caregiver Collaboration, Family Conflict, Family Communication, Family Role Appropriateness, and Financial Resources)
2. Caregiver's Status (i.e., Caregiver's Emotional Responsiveness, Boundaries, Supervision, Discipline and Alcohol and Drug Use)
3. Youth Status (i.e., Relationship with Primary Caregiver, Other Adult Family Members, Siblings, Self-regulation Skills, and Interpersonal Skills)
4. Caregiver Advocacy Status (i.e., Knowledge of Family/Child Needs, Service Options and Resources, and to Communicate)

The results of the screening, intake, the CANS and FAST will be used to develop the service priorities in coordination with the family's desires and interests. During the administration of the CANS and FAST, a scale from 0 – 3 is given. A score of a 2 or 3 on any item will identify the priority of issues that are placed on the Family Service Plan. The scores are as follows:

- ✓ "0" indicates a clear strength
- ✓ "1" indicates no need for service action, opportunities for strength building
- ✓ "2" indicates a need for service action
- ✓ "3" indicates a need for immediate or intensive service action.

Any of the above domains can be chosen to track outcomes for the program, based on identified goals of the program developed.

5. Description how Parental Consent is Obtained for Youth to Participate in the Program
Parental consent will be voluntary in the diversion process but services will be Court ordered once in the court system. The multi-agency collaborative will utilize a common release of information that integrates the requirements of each organization.

6. Description the Services and Supports Provided to All Individuals As stated earlier, the primary interventions for those youth you are most in need and their families will be Functional Family Therapy and Seven Challenges. Both of these interventions and their implementation schedule have been described at the beginning of this section and in the Timeline under Attachment 2. In addition to these two interventions, the CANS and FAST assessment tools, described above, will be used to direct youth and their families who have traditionally been not served in the system to appropriate mental health services within the community. It is anticipated that the services offered through the Bridging the Gap program will have a greater impact to the community than just those served by the two interventions. The process of developing this proposal alone has increased communication and the willingness of the

4. Proposal Narrative

collaborative partners to coordinate their processes to better serve the youth of the Cherokee Community.

Activity Chart

Activity	Type	Number of Hours
Assessments	Behavioral Health	800
Biopsychosocial	Behavioral Health	800
CANS and FAST	Assessments	300
Seven Challenges Group Sessions	Substance Abuse	1200
Functional Family Therapy Services	Family Sessions/ Behavioral Health	840

7. GOCF Grant Funded Services and Supports Provided to Subsets of Target Population

One important result of this coordination is the commitment from the schools to work with the system to provide early identification and referral of those youth who exhibit at-risk behavior that may lead to future interaction with the criminal justice system or who have siblings who are already justice-involved. An important vehicle for identification is the truancy panels. The truancy panels are effective in a majority of cases, but fail to intervene effectively for the high risk and needs families.

The social workers expressed frustration at the length of time needed to have cases petitioned and to have parents prosecuted for the serious cases. DJJ, prosecution, and the Court have agreed to become more proactive in the truancy process. Prosecution will commit to significantly shortening the delay in bringing court cases against parents and youth. The proposed Mental Health Coordinator would be required to attend all truancy panels and make appropriate referrals to services. All agree that a stronger truancy panel system with the ability to better assess and intervene at a much earlier stage will improve attendance and school performance. It is not uncommon to have truancy cases take several months to appear in Juvenile Court. Truancy cases can also be based upon underlying substantial family issues and early intervention is needed.

8. Description of Parental Involvement and Community Awareness Activities The sustainability plan describes many strategies that involve building community awareness of the Bridging the Gap program including developing relationships with the identified partners and providing brochures and other promotional materials to community organizations informing them of the resources available for youth and their families.

Staffing

9. Primary Roles and Responsibilities of Grant Funded Positions The school, DJJ, and the Court lack the expertise to navigate the system. A Mental Health Coordinator is needed to assess

4. Proposal Narrative

and screen in coordination with the county agencies that come into contact with children. The coordinator would have the knowledge to utilize existing resources and assist in determining when more intensive services are needed. A job description is included in Attachment A-4 that outlines the specific responsibilities of the Mental Health Coordinator. The following is a brief description of the position: Serving as case manager for referred youth, the Mental Health Coordinator develops unified service plans, coordinates services for the child and family, and responds to crisis situations. Additionally, this position administers mental health, substance abuse and family assessments, scores, and interprets results of the assessment, completes brief psychosocial history, compiles data, and formulates reports. This position will be a licensed professional who is able to administer the assessments described above.

10. Plan for Orientation and Training of Grant Funded Positions It is important that the youth served remain in their community for treatment and other services. In order for this to occur, local professionals must have the opportunity to build on their abilities and expertise to serve the changing needs of the community. Training is a vital component to a strong infrastructure and will be offered to professionals across provider organizations. The following activities will be done to ensure that all project staff and existing community staff trained on new evidence-based practices will implement the services with fidelity to the model once they have received the necessary training: (1) observation using the tool with target population from certified trainer; (2) staff documenting, recordkeeping and verbalizing the use of the model and the outcomes achieved; and (3) evaluation team providing feedback based on the changes seen on the outcome indicators for each individual who received the service.

4e. Goals, Objectives and Evaluation

The purpose of this program is to reduce the felony commitments to the Department of Justice and Short-Term Program sentences by diverting youth from the Juvenile Justice system and preventing further involvement through a coordinated, integrated and evidence-based approach. The overarching goals of our program are to provide for diversion and early intervention by coordination of existing mental health services as well as providing intensive services for the targeted population who is most often incarcerated in our county.

1. Program Goals The following are the listed program goals under Diversion:
 - A. Reduce felony commitments to Department of Juvenile Justice and Short Term Program (STP) sentences in Cherokee county.
 - B. Increase the use of evidence-based practices in Georgia's juvenile justice system by initiating community-based juvenile justice programs.
 - C. Reduce the recidivism rate of youth involved with Georgia's juvenile justice system.
 - D. Reduce annual secure detention rate of Cherokee county
 - E. Reduce annual secure confinement rate of Cherokee county.
 - F. Demonstrate a cost-savings to citizens of Georgia through provision of research-informed services to youth in juvenile justice system.

2. Program Objectives The following objectives will reflect the movement of the collaborative to achieve the goals outlined and to fulfill the vision of Cherokee Juvenile Court.
 - A. Project will demonstrate 20% reduction in TOTAL number of annual felony commitments to DJJ and Short Term Program (STP) sentences.

4. Proposal Narrative

- B. Project will demonstrate reduction in annual Secure Detention rate.
- C. At least 75% of project participants will complete program requirements.
- D. At least 80% of youth completing services will not re-offend as calculated using recidivism definition. As defined by: A new charge (within 3 years of the initial post-adjudication community placement) which results in a juvenile court delinquency adjudication OR adult criminal court conviction.
- E. Project will report cost-savings per youth by calculating average cost to provide targeted intervention subtracted from average cost to detain youth.

Additional goals and objectives may be added within the initial 2 month planning period that reflect changes in assessment scores from initial intake to program completion.

3. How Goals and Objectives will be Reached and Evaluated Of the 1,490 youth who need primary intervention, it is estimated that 400 will be referred to the Mental Health Coordinate to complete a more comprehensive behavioral health assessment and referral into mental health services. Of those assessed, 35 families will receive Functional Family Therapy and 40 youth will be enrolled in Seven Challenges. Cherokee County and the collaborative partners of the Bridging the Gap program are committed to the following evaluation efforts by GOCF to determine the effectiveness of the grant funded program including:

- ✓ Collecting, entering and maintaining participant-level implementation and outcome data.
- ✓ Submitting youth enrollment, activity attendance, and necessary reports to the evaluator.
- ✓ Participating, if chosen, as a focus site for evaluation.

The continuous need to assess and improve the quality of services provided will drive the success of this program. All quality improvement practices and evaluation methods within this initiative will be based on the following principles:

- (1) **Customer Focused:** High quality organizations focus on their internal and external customers and on meeting or exceeding needs and expectations.
- (2) **Recovery Oriented:** Services are characterized by a commitment to promoting and preserving wellness and to expanding choice. This approach promotes maximum flexibility and choice to meet individually defined goals and to permit person-centered services.
- (3) **Leadership Involvement:** Strong leadership, direction, and support of quality improvement activities by the governing Board are *crucial* to performance improvement.
- (4) **Data Informed:** Agency Quality Improvement and Management Information Systems processes create feedback loops, using data to inform practice and measure results.
- (5) **Prevention over Correction:** Seek to design good processes to achieve excellent outcomes rather than fix processes after the fact.
- (6) **Continuous Improvement:** Processes must be continually reviewed and improved. Small incremental changes do make an impact; enabling the program to almost always find an opportunity to make things better.

4. Proposal Narrative

With these practices in mind, quality improvement will involve two primary activities (1) Measuring and assessing the performance of services through the collection and analysis of data. (2) Conducting quality improvement initiatives and taking action where indicated, including (a.) the design of new services, and (b.) the improvement of existing services.

4. Current Data Collection and Plan to Expand Collection to Include Source of Referral

In order to provide a better review of services provided, the court developed two years ago a data tracking system: "evidence *informed* decision". Realizing that the court did not have the ability to meet the true definition of "evidence based programs", the court did find it would be a great benefit to track outcomes related to each program and allows for improved decision making. The court has developed the following fields: **recidivism**: type of offense and frequency; **school absences**; **school tardiness**; **school disciplinary reports**; **grades**; and **parent evaluation**. The court will track these fields for the **6 and 12 month time period before and after a treatment program**. The Collaborative partners would like to take a deeper look at recidivism beyond simply whether there was a new offense. It would be beneficial to determine that if the type of bad behavior did not stop, could improvements be seen. The school information is obvious: a child invested in his education is a great improvement and behavior will typically improve. Although parental review was subjective, we felt it was still a good indicator.

The court has resolved some issues that delayed the use of this tool; data collection is scheduled to begin this fall. New staff is in place and an intern is currently dedicated solely for creating the necessary spread sheets and data collection methods.

Performance information will be shared quarterly with the partners and project staff and formally in a written report at the performance reporting periods. These reporting dates will be consistent with data entry requirements and data will be provided on a schedule so that the Juvenile Court Program Manager can input the information into the system.

4f. Sustainability

1. Specific Activities to Ensure Sustainability

Cherokee County and their partners believe that the sustainability of this project is critical and realize that in order to make a genuine difference, this project must continue beyond the funding period. Prior to submitting this proposal, the collaborative partners have begun meeting to look at ways to bring more resources, redistribute resources, and development of streamlined processes. The partners are committed to using these funds to achieve outcomes that when presented to the community will galvanize support around this initiative. Actionable steps that have been identified to not only sustaining these activities but to increasing types of services offered include: (1) A support campaign that will involve identifying critical community resources and educating organizations, foundations, and corporate sponsors of the activities and ways that they can be involved financially and through volunteer opportunities. (2) Reassessing the emerging needs of youth and their families and redeveloping plans of service delivery to meet those needs. (3) Receiving technical assistance from GOCF to identify other approaches to sustaining services. (4) Ongoing meetings with key stakeholders on the progress. (5) Project staff and partners will provide training and education to policy makers, community business owners, and potential partners to elicit county support. (6) Project staff and partners will maximize the resources of these efforts by rolling out the program to other areas of the state. (7) Project staff

4. Proposal Narrative

and partners will educate federal and state legislatures on the positive impact of this program on youths' lives to generate support for the process that encourages changes to the allocation of funding to community based services and supports. (8) As the infrastructure is being developed and the members see the value of having the project staff in the community, cost sharing will be encouraged for positions. (9) Partnering organizations will cross train mental health providers on evidence-based practices. (10) Outreach will consist of developing relationships with the identified partners and providing brochures and other promotional materials to community organizations informing them of the resources available for youth and their families.

2. Current Funding Sources and Amount of Funding for Your Organization The County supports the Juvenile Court by providing two full time judges, two secretaries, two court reporters, and two program managers. The program managers divide their duties between foster care and delinquency with some shared duties. The County also provides support to CASA and DFCS. In addition to the grant funding that is described in Section 4g. Previous Accomplishments, the Juvenile Court collects approximately \$40,000 annually through supervision fees used for the existing treatment programs.

3. State, Federal and Private Funding Streams for Program Support The court will reallocate \$10,000 of the supervision fees to support the implementation and long term sustainability of this program. In addition, the Juvenile Court and collaborative partners have already begun to review additional funding sources and reimbursement avenues for the intensive services that will be implemented during this grant program. An example of this planning is as follows- the activities of the Functional Family Therapy fits within the mental health providers' core service description and once the initial training is paid for, the service can become billable.

4. Staff and Volunteers Juvenile Court Program Manager Amy Turcotte will supervise the grant. Her main duties include during the first three months of the grant, she will meet on a weekly basis with the Mental Health Coordinator and every two weeks with DJJ, school social workers, and prosecution to monitor referrals, diversion, and treatment outcomes. The need of frequency for meetings will be reassessed but a monthly meeting requirement will remain.

4g. Previous Accomplishments

The court has a 10 year history of implementing effective programming to youth who are at low to medium risk of entering the juvenile justice system or having further involvement. This includes a \$152,000 grant funded through the Purchase of Services Grant administered by the Council of Juvenile Court Judges/JAIBG. This grant afforded the court to provide community service programs, drug screens, group counseling, substance abuse group, and psychological evaluations to over 695 youth from 2000 to 2011. In addition, the Juvenile Court received a three year grant beginning in 2006 for a total of over \$63,000 through the CYCC. Over 233 youth were served by this probation coach program from 2006-2009.

The County and Court have developed an accounting system to monitor and control all grant receipts and expenditures. Juvenile Court always designates a Program Manager to monitor compliance with all grant funding and would continue those procedures for this grant.

In FY12, over 475 youth received treatment through Juvenile Court administered programs. The services offered have assisted the Cherokee Juvenile Court in achieving its vision of providing quality services for the positive development of children, the safety of the community and the preservation of the family unit.

Attachment A-2
State of Georgia – Governor’s Office for Children and Families
Justice Grants

Program Timeline

Applicant Agency: Cherokee County Board of Commissioners on behalf of Juvenile Court

Month	Grant Activities
Aug 2013	<ul style="list-style-type: none"> • Select Mental Health Coordinator and assessment and screening tool/contracts with service providers. • Collaborative meeting: Court, DJJ, DFCS, School, Mental Health. Preliminary protocol discussions (Multi-Agency Oversight Committee). • MOA with DJJ, School District, Coordinator, Courts. • Establish grant compliance procedures. • Apply for Regulatory License for Seven Challenges Program. • Identify and connect with established youth and family serving programs in community to establish referral relationship. • Begin clinical training to establish Seven Challenges Program Expansion.
Sep 2013	<ul style="list-style-type: none"> • Finalize protocols: referrals, screening, assessments. • Finalize DJJ and school district screening and assessment tools in conjunction with Mental Health Coordinator. • Finalize County and Court grant reporting requirements. • Collaborative meeting: finalize protocols, including truancy panel protocols. • Begin first phase of clinical training for FFT Program (12 months to certification). • Fully executed grant award agreement and attachments submitted to GOCF. • Submission of final draft of MOA submitted to GOCF. • Attend GOCF Grant Management Workshop.
Oct 2013	<ul style="list-style-type: none"> • Mental Health Coordinator begins screening, assessments and referrals. • Multi-Agency Oversight Committee moves to monthly meetings. • Court Program Manager begins weekly meetings with mental health coordinator, monthly meetings with mental health providers, and twice monthly meetings with school social workers and DJJ intake. Frequency of meetings will remain for a minimum of 6 months. Thereafter, the meeting frequency will be reassessed but will remain on a monthly basis at a minimum. • Referrals to FFT and Seven Challenges begin.

Month	Grant Activities
	<ul style="list-style-type: none"> • Truancy panels begin. • Establish FFT and Seven Challenges Program and identify youth and families who meet fidelity criteria to be served in the program.
Nov 2013	<ul style="list-style-type: none"> • Program manager meetings continue. • Begin providing services for families in FFT and Seven Challenges Programs. • Implementation review and evaluation of 1st quarter strategies and timelines for implementation. • Develop business proposal and begin initial meetings with local, state and national foundations who have a mission to support the growth of the program.
Dec 2013	<ul style="list-style-type: none"> • Program manager meetings continue. • Develop provider staffing meeting to work on coordination of care amongst all providers participating and serving youth and the juvenile court system. • Submit Quarterly Progress Report including performance objectives to GOCF. • Submit Performance Payment Request to GOCF.
Jan 2013	<ul style="list-style-type: none"> • Program manager meetings continue. • Collaborative meeting to review protocols, effectiveness, and any other issues.
Feb 2014	<ul style="list-style-type: none"> • Program manager meetings continue • Truancy panel agencies meet to review protocols, implementation, and outcomes. • Complete draft of sustainability plan, adopt strategies and begin implementation.
March 2014	<ul style="list-style-type: none"> • Program manager meetings continue. • Submit Quarterly Progress Report including performance objectives to GOCF. • Submit Performance Payment Request to GOCF. • Document a 5% reduction in felony commitments to DJJ and sentences to Short Term Program Achieved.
April 2014	<ul style="list-style-type: none"> • Program manager meetings continue.
May 2014	<ul style="list-style-type: none"> • Program manager meetings continue. • Collaborative meeting to discuss program effectiveness. • Data drilling and assessment.
June 2014	<ul style="list-style-type: none"> • Program manager meetings continue. • Receive award for innovative and successful strategies. • Submit Quarterly Progress Report including performance objectives to GOCF. • Submit Performance Payment Request to GOCF and match report.

Attachment A-3

State of Georgia - Governor's Office for Children and Families

Justice Grant Program

Memorandum(s) of Understanding

**MEMORANDUM OF AGREEMENT FOR THE
GOVERNOR'S OFFICE FOR CHILDREN AND FAMILIES
JUVENILE REINVESTMENT GRANT PROGRAM**

This is a Memorandum of Agreement ("MOA") between the Juvenile Court of Cherokee County, Cherokee Board of Commissioners, Cherokee School District, Cherokee Department of Juvenile Justice, Cherokee Department of Family and Children Services, and Highland Rivers Health ("HRH"), a behavioral Health provider ("now referred to as the parties").

WITNESSETH

WHEREAS the Governor's Office for Children and Families is offering the Juvenile Reinvestment Grant Program to reduce the felony commitments to the Department of Justice and Short-Term Program sentences. The expectation of the funding organization is that Cherokee County will bring together system stakeholders, community leaders, and residents to implement the proposed plan that diverts youth from the Juvenile Justice system or to prevent further involvement through a coordinated, integrated and, evidence-based approach.

The following goals will be addressed through the implementation of Cherokee's Bridging the Gap Program:

- A. Reduce felony commitments to Department of Juvenile Justice and Short Term Program (STP) sentences in Cherokee county.
- B. Increase the use of evidence-based practices in Georgia's Juvenile Justice system by initiating community-based Juvenile Justice programs.
- C. Reduce the recidivism rate of youth involved with Georgia's Juvenile Justice system.
- D. Reduce annual secure detention rate of Cherokee County
- E. Reduce annual secure confinement rate of Cherokee County.
- F. Demonstrate a cost-savings to citizens of Georgia through provision of research-informed services to youth in Juvenile Justice system.

NOW THEREFORE, in consideration of the foregoing recitals and the respective covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

- A. All Parties agree that the Cherokee Board of Commissioners is the applicant and support the submission of the proposal and the program plans, timelines and budget that has been included.
- B. All Parties agree that the Cherokee Juvenile Court will act as the lead partner of the program's implementation.
- C. All Parties are committed to participating in the implementation of this program if funds are received to support the initial implementation and training costs.
- D. All Parties agree that the program will begin no later than the initial 2 month planning period of the local project.
- E. All Parties agree to continue in participate in the planning and implementation of a comprehensive sustainability plan.
- F. All Parties agree to develop and implement a data tracking system to collect and report information concerning processes and outcome measures required by the Grant.

- G. All Parties agree to participate in the evaluation of the Grant by providing to the evaluator any necessary data for reporting and evaluation purposes.
- H. All Parties agree to work together to further the mission of the Grant. At the request of any Party, a meeting or conference will be held to resolve problems or develop improvements in the operation of the Grant program.

GENERAL MOA AGREEMENT

- A. All Parties agree to review this working relationship and affiliation at least annually and that the affiliation and terms thereof may be amended upon mutual written understanding of the Parties.
- B. All Parties to this MOA acknowledge that this relationship is intended solely for the benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than the named entities.
- C. No Party intends for this MOA to alter in any way the respective legal rights or legal obligations neither of the Parties, nor to the consumers of the services provided by the outlined Parties, nor to any third party. However, the understandings set forth herein may be incorporated into and made a part of any subsequent agreement executed between partner entities.
- D. A final draft of this MOA will be modified to outline the specific responsibilities of each partner and shall be effective 1 month after receipt of the award.
- E. Any renewal of this MOA shall be contingent upon further funding and shall be reviewed and modified as needed by the Parties.

Agreed To By:

Cherokee County Board of Commissioners

Cherokee Department of Juvenile Justice

_____/_____
Date

_____/_____
Date

Chair

DJJ Representative

Cherokee Juvenile Court

Highland Rivers Health

_____/_____
Judge John Sumner Date
Presiding Judge

_____/_____
Jason Bearden Date
Chief Executive Officer

Cherokee School District

_____/_____
Date

Superintendent

Attachment A-4
State of Georgia – Governor’s Office for Children and Families
Justice Grant Program

Job Descriptions for Grant-Funded Staff

Mental Health Coordinator

Serving as case manager for referred youth, the Mental Health Coordinator develops unified service plans, coordinates services for the child and family, and responds to crisis situations. Additionally, this position administers mental health, substance abuse and family assessments, scores, interprets results of the assessment, completes brief psychosocial history, compiles data, and formulates reports.

- A. Facilitates and links youth and families to services such as groups, Functional Family Therapy, substance abuse education classes and individual therapy. Attends juvenile detention, arraignment, adjudicatory, and disposition hearings to provide crisis and/or assigned mental health triage to juveniles.
- B. Administers mental health assessments to assigned juveniles and provides crisis intervention interviews with children and families.
- C. Administers Child and Adolescent Needs and Strengths and Family Assessment Support Tool, scores and interprets results of the assessment, completes brief psychosocial history, compiles data, and formulates reports.
- D. Identifies recommendations to initiate mental health/substance abuse treatment and submits results to court team.
- E. Maintains and reports statistical data collected to illustrate the number of children with a substance abuse and/or mental health issues in an effort to facilitate advocacy, increase program implementation and funding opportunities.
- F. Communicates with agencies/providers, parents, and children to promote continuation of care. Communicates with children, families, mental health/substance abuse providers, school officials and other agencies to determine the strengths and weaknesses of existing programs.
- G. Researches available services and programs and provides referrals for mental health, substance abuse treatment, and social services agencies.
- H. Participates in all meetings including stakeholder, truancy, and other interagency planning team efforts. Attends multi agency training, workshops, and conferences. Some travel is required.
- I. Provides/ensures follow up/referral services to facilitate continuity of care for youth and families.

Minimum Training/Experience - MA/MS degree in psychology, counseling, or social work; licensed clinical social worker/ licensed professional counselor preferred. Eligible to obtain licensure or active licensure at an associate level (Licensed Master Social Worker, Associate Professional Counselor, or Associate Marriage and Family Therapist) by the Georgia Board of Professional Counselors, Social Workers, and Marriage and Family Therapists. Two years of experience providing counseling, crisis intervention, and/or case management; or working in the criminal justice system.

A5

Amy Turcotte

From: Kristi Thompson
Sent: Friday, June 14, 2013 8:00 AM
To: Amy Turcotte
Cc: Jennifer L. Torbert
Subject: RE: Grant information needed please :-)

Hey Amy,

I'm here all day today . . . anytime you want to stop by.

I can only fill out pages 1-3 and sign as the Fiscal Agent on Pg 2. The County Manager would have to sign as the CEO. And the Chairman or County Manager would have to sign the other certification pages (4-9).

From: Amy Turcotte
Sent: Thursday, June 13, 2013 3:39 PM
To: Kristi Thompson
Cc: Jennifer L. Torbert
Subject: Grant information needed please :-)

Hello Kristi,

I am in need of your expertise and accounting system information. We are submitting an application for a grant for Juvenile Court and I have a form that is in need of some information from you. I was hoping to run you the ORIGINAL copy by tomorrow if possible, but have attached an email version for you to preview, and to have a heads up. I am hoping it is pretty standard info that is easily accessible for you. I am presenting to the BOC at their work session on the 18th and will need it before then if possible. I just left you a voicemail message also. Thank you so much and please let me know if you have any questions.

Amy Turcotte
Program Manager/Intake Officer
Cherokee County Juvenile Court
90 North Main Street, Suite 310
Canton, GA 30114
Phone: 678-493-6253 Fax: 678-493-6255
aturcotte@cherokeega.com

Attachment A-5
State of Georgia – Governor’s Office for Children and Families
Justice Grants

ACCOUNTING SYSTEM/INTERNAL CONTROL QUESTIONNAIRE
Applies to All Applicants

SECTION A: ACCOUNTING SYSTEM

1. Which of the following best describes the accounting system? If the applicant is using a commercial accounting package, attach a copy of the cover page of the run manual.

- Manual Automated Combination

2. Is there a chart of accounts? If yes, please attach a copy of the chart of accounts.

- Yes No

3. Are the following books of accounts maintained? Please check “yes” or “no”.

Description	Yes	No
General Ledger		
Project Cost Ledger		
Cash Receipts Journal		
Payroll Journal		
Accounts Receivable Ledger		
Accounts Payable Ledger		
Purchase Journal		

*This can be the original * needs blue ink.*

4. Does the accounting system adequately identify receipts

- Yes No

5. Does the accounting system provide for recording of exp

- Yes No

6. Are time distribution records maintained for each employee to account for 100 percent of his/her hours?

Please attach a sample of a completed time sheet.

- Yes No

7. Are recording keeping duties for the receipts and the payment of cash separated?

- Yes No

8. Are all accounting entries supported by documentation that gave rise to the transaction?

- Yes No

9. Are budgetary controls in effect to preclude incurring obligations in excess of total funds available for an award?

- Yes No

10. Are budgetary controls in effect to precluding incurring obligations in excess of total funds available for a budget cost category?

Yes

No

SECTION B: FUND CONTROL

1. Is a separate bank account maintained for grant/contract funds?

Yes

No

2. If federal grant/contract funds are maintained in same bank account as fiscal agent funds, can the federal grant funds and related costs and expenses be readily identified?

Yes

No

SECTION C: COMMENTS/EXPLANATIONS

SECTION D: CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

Signature
SOC Applicant Agency, Executive Officer

Date



Signature
SOC Fiscal Agent, Financial Officer
(If fiscal agent is not the applicant agency)

Date

NON-SUPLANTING CERTIFICATION
Applies to All Applicants

Regulations adopted by the Governor's Office for Children and Families (GOCF) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

CERTIFICATION:

I certify that grant funds will not be used to supplant state or local funds that would otherwise be available for implementation of this grant program. I further certify that the program proposed in the grant application meets all the requirements of the applicable GOCF Request for Proposals; that all the information presented is correct; that there has been appropriate coordination with affected agencies; and that the applicant will comply with the provisions of the Governor's Office for Children and Families, all applicable federal and state laws, and the above-mentioned certification should a grant be awarded.

Authorizing Official:



Signature

Date

Applicant Agency Executive Officer

SERVICE DELIVERY STRATEGY ACT COMPLIANCE CERTIFICATION
Applies to Local Government Entities Only
www.dca.servicedelivery.org

CERTIFICATION:

I, (County Commission Chair) _____, certify that (County Name) _____
County is in compliance with the Service Delivery Strategy Act (House Bill 489). I also understand that if my county is
not in compliance, the county and city governments contained herein are not eligible to receive state administered
financial assistance, grants, loans, or permits.

Authorizing Official:

Signature
County Commission Chairperson

Date



IMMIGRATION AND SECURITY FORM
Applies to All Applicants

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Authorizing Official:

Signature Date
Applicant Agency Executive Officer

Firm Name:
Street/Mailing Address:
City, State, Zip Code:
Telephone Number:
Email Address:

OTHER CERTIFICATIONS
Applies to All Applicants

Regulations adopted by the Governor's Office for Children and Families (GOCF) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

1. Any person associated with the program that has reasonable cause to believe that a child has been or is being abused, shall be required to report or cause report to be made with regard to the abuse as provided in O.C.G.A. 19-7-5.
2. Background investigations (Georgia Crime Information Center) are required on all persons with direct contact with children and youth. It is left to the discretion of the SOC governance partners to determine the methodology for completing these investigations.
3. Establish/enforce an Internet Security Policy when minor participants and/or staff have online access (supervised or unsupervised). This includes any technology provided by GOCF funding and technology used by participants during a GOCF-funded program.
4. The grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owed or leased or contracted for by the grantee and used routinely or regularly for the provision of healthy care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the grantee.

Authorizing Official:

Signature
Applicant Agency Executive Officer

Date

ASSURANCES (Applies to All Applicants)

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, . approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Authorizing Official:

 Signature Date
 Applicant Agency Executive Officer



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

Place of Performance (Street address, city, county, state, zip code)

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature 6. Date

Attachment A-6

State of Georgia – Governor’s Office for Children and Families

Justice Grant Program

Applicant Financial Statements

CHEROKEE COUNTY, GEORGIA

**REPORT OF INDEPENDENT CERTIFIED
PUBLIC ACCOUNTANTS IN ACCORDANCE
WITH THE SINGLE AUDIT ACT AND
*GOVERNMENT AUDITING STANDARDS***

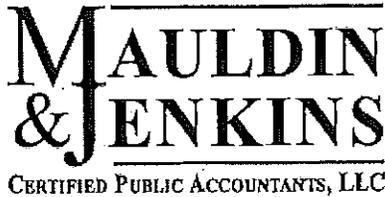
**FOR THE NINE MONTH PERIOD
ENDED SEPTEMBER 30, 2012**

CHEROKEE COUNTY, GEORGIA

FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Commissioners
of Cherokee County, Georgia
Canton, Georgia

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Cherokee County, Georgia (the "County") as of and for the nine month period ended September 30, 2012, which collectively comprise the County's basic financial statements and have issued our report thereon dated March 26, 2013. Our report includes a reference to other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of the Cherokee County Department of Public Health and the Sequoyah Regional Library, as described in our report on the County's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

Management of the County is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of Cherokee County, Georgia's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control over financial reporting that we consider to be material weaknesses.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatement on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items 2012-1 through 2012-3 to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

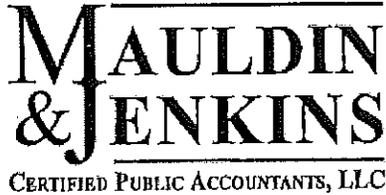
We noted certain matters that we reported to management of the County in a separate letter dated March 26, 2013.

The County's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the County's responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the Board of Commissioners, management of the County, federal awarding agencies and pass-through entities, and the State of Georgia and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Atlanta, Georgia
March 26, 2013



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS
THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN
ACCORDANCE WITH OMB CIRCULAR A-133**

Board of Commissioners
of Cherokee County, Georgia
Canton, Georgia

Compliance

We have audited Cherokee County, Georgia's (the "County") compliance with the types of compliance requirements described in the OMB Circular A-133 *Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the nine month period ended September 30, 2012. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

Cherokee County, Georgia's basic financial statements include the Cherokee County Department of Public Health, which received \$6,247,765 in federal awards for the fiscal year ended June 30, 2012, which are not included in the schedule of expenditures of federal awards of the County for the nine month period ended September 30, 2012. Our audit, described below, did not include the operation of the Cherokee County Department of Public Health because the component unit engaged other auditors to perform an audit in accordance with OMB Circular A-133.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the County's compliance with those requirements.

As described in items 2012-4 and 2012-5 in the accompanying schedule of findings and questioned costs, the County did not comply with requirements regarding allowable cost that are applicable to its Community Development Block Grant Program and its Formula Grant for Other Than Urbanized Areas Transportation Program. Compliance with such requirements is necessary, in our opinion, for Cherokee County, Georgia to comply with the requirements applicable to that program.

In our opinion, except for the noncompliance described in the preceding paragraph, Cherokee County, Georgia complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the nine month period ended September 30, 2012.

Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Cherokee County, Georgia's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Cherokee County, Georgia's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be material weaknesses and a deficiency that we consider to be a significant deficiency.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2012-4 and 2012-5 to be material weaknesses.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2012-6 to be significant deficiency.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Cherokee County, Georgia as of and for the nine month period ended September 30, 2012, and have issued our report thereon dated March 26, 2013 which contained an unqualified opinion on those financial statements. Our audit was performed for the purpose of forming our opinions on the financial statements that collectively comprise Cherokee County, Georgia's financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

The County's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the County's responses and, accordingly, we express no opinion on the responses.

This report is intended solely for the information and use of the members of the Board of Commissioners, management of the County, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Atlanta, Georgia
March 26, 2013

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Contract or Project Number	Total Expenditures
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Community Development Block Grant	14.218	B-10-UC-13-0006	\$ 352,816
Community Development Block Grant	14.218	B-11-UC-13-0006	485,968
Community Development Block Grant	14.218	B-12-UC-13-0006	206,637
			<u>1,045,421</u>
Passed through Georgia Urban County Consotium			
Home Investment Partnership [HOME]	14.239	HM11-5200	123,945
Total U.S. Department of Housing and Urban Development			<u>1,169,366</u>
U.S. DEPARTMENT OF JUSTICE			
Passed through Children Justice Coordinating Council			
Violence Against Women Grant - ARRA	16.588	W11-8-009	31,445
Violence Against Women Grant - ARRA	16.588	W82-8-075	30,505
			<u>61,950</u>
Passed through Judicial Council of Georgia			
DUI/Drug County Program	16.585	25105	19,580
Passed through Children Justice Coordinating Council			
DUI/Drug County Program	16.593	A12-8-013	4,895
DUI/Drug County Program	16.593	A12-8-041	3,757
Total DUI/Drug County Program Cluster			<u>28,232</u>
Passed through Georgia Council of Juvenile Court Judges			
Juvenile Accountability Block Grants	16.523	JB-09ST-0004	6,200
Passed through Criminal Justice Coordinating Council			
Edward Byrne Memorial Justice Assistance Grant - ARRA	16.803	B82-8-058	8,722
Passed through Criminal Justice Coordinating Council			
Victims of Crime Act Formula Grant	16.575	C11-8-020	64,270
Passed through Criminal Justice Coordinating Council			
SCAAP - Alien Prisoner program	16.606	2012-AP-BX-0315	75,335
Bulletproof Vest Partnership Program	16.607	1121-0235	2,250
Total U.S. Department of Justice			<u>\$ 246,959</u>

(continued)

CHEROKEE COUNTY, GEORGIA

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012**

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Contract or Project Number	Total Expenditures
U.S. DEPARTMENT OF HOMELAND SECURITY			
Passed through Georgia Emergency Management Agency			
Emergency Performance Management Grant	97.042	2011-EP-00-0015	\$ 12,763
Emergency Performance Management Grant	97.042	2012-EP-00051-S01	7,363
			<u>20,126</u>
Citizens Corp	97.053	2010-SS-T0-0034	2,434
Citizens Corp	97.053	2011-SS-00081-S01	3,516
			<u>5,950</u>
Total U.S. Department of Homeland Security			<u>26,076</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through Atlanta Regional Commission			
Aging Services	93.044	AG0401.1	300,448
Passed through Georgia Department of Human Resources			
Family Connection - FOCUS	93.605	427-93-121200108-99	15,585
Family Connection - FOCUS	93.605	427-93-131300024-99	11,229
			<u>26,814</u>
Total U.S. Department of Health and Human Services			<u>327,262</u>
U.S. DEPARTMENT OF TRANSPORTATION			
Passed through Governor's Office of Highway Safety			
Alcohol Impaired Driving Countermeasures Incentive Grant	20.601	GA-2012-000-00337	23,922
Passed through Georgia Department of Human Resources			
Capital Assistance Program for Elderly Persons and Persons with Disabilities	20.513	427-93-09	94,014
Capital Assistance Program for Elderly Persons and Persons with Disabilities	20.513	427-00-362	57,764
			<u>151,778</u>
Passed through Georgia Department of Transportation			
Formula Grants for Other Than Urbanized Areas	20.509	T003380	199,847
Federal Transit - Formula Grant	20.507	GA90-X266	65,712
Federal Transit - Formula Grant - ARRA	20.507	GA86-X001	48,735
			<u>114,447</u>
Total U.S. Department of Transportation			<u>489,994</u>
Total Expenditures of Federal Awards			<u>\$ 2,259,657</u>

CHEROKEE COUNTY, GEORGIA

NOTE TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Cherokee County, Georgia and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

During 2012, disbursements were made to sub-recipients of the following grant programs:

<u>Program</u>	<u>CFDA Number</u>	<u>Sub-recipient</u>	<u>Amount</u>
Community Development Block Grant (CDBG)	14.218	Boys and Girls Club	\$ 18,000
Community Development Block Grant (CDBG)	14.218	MUST	155,408
Community Development Block Grant (CDBG)	14.218	Cherokee Family Violence Center	17,478
Community Development Block Grant (CDBG)	14.218	City of Canton	13,518
Community Development Block Grant (CDBG)	14.218	YMCA	4,283
Total CDBG			<u>\$ 208,687</u>

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

SECTION I SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued: Unqualified

Internal control over financial reporting:
Material weaknesses identified? yes no

Significant deficiencies identified not considered
to be material weaknesses? yes none reported

Noncompliance material to financial statements noted? yes no

Federal Awards

Internal Control over major programs:
Material weaknesses identified? yes no

Significant deficiencies identified not considered
to be material weaknesses? yes none reported

Type of auditor's report issued on compliance for
major programs

Qualified for Community Development
Block Grant (CFDA 14.218)
Qualified for Formula Grants for Other
Than Urbanized Areas (CFDA 20.509)
Unqualified for all other major programs

Any audit findings disclosed that are required to
be reported in accordance with OMB Circular
A-133, Section 510(a)? yes no

Identification of major program:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
14.218	Community Development Block Grant
20.507	Formula Grants for Other Than Urbanized Areas
20.509	Federal Transit – Formula Grant

Dollar threshold used to distinguish between
Type A and Type B programs: \$300,000

Auditee qualified as low-risk auditee? yes no

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

SECTION II FINANCIAL STATEMENT FINDINGS AND RESPONSES

2012-1 Restatement of Prior Year Balances

Criteria: Internal controls should be in place to ensure that financial statements are properly presenting the financial position and results of the County.

Condition: Internal controls were not sufficient to detect a material misstatement in the County's financial statements for the year ended December 31, 2011.

Context/Cause: During our audit for the nine month period ended September 30, 2012, an adjustment was required to correct the prior year receivable and revenues at the fund level and government-wide level:

- In the SPLOST V Fund, a restatement of approximately \$847,000 was required to record intergovernmental revenues which were earned and available for recognition as of December 31, 2011. This adjustment also created a restatement to the governmental activities of the County.
- In the Development Authority of Cherokee County, a discretely presented component unit, a restatement of approximately \$1,894,000 was required to separately report the activity of the Cherokee County Development Authority and the Development Authority of Cherokee County; two legally separate entities with two separate governing bodies. The restatement was effective for the year ended December 31, 2011.

Effects: Audit adjustments netting approximately \$2,741,000 were needed to correctly report the opening balances of equity on the County's financial statements.

Recommendation: We recommend the County carefully review the financial statements and applicable reporting requirements under generally accepted accounting principles to ensure that all information and financial data is properly stated.

Auditee's Response: We concur with the finding. We will take necessary steps in the future to ensure that amounts in the financial statements are properly reported as required by generally accepted accounting principles.

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

SECTION II FINANCIAL STATEMENT FINDINGS AND RESPONSES

2012-2 Expenditures and Related Liabilities

Criteria: Generally, expenditures should be recognized as soon as a liability is incurred, regardless of the timing of the related cash flows in accordance with generally accepted accounting principles. However, debt service expenditures should only be recorded when payment is due.

Condition: Material misstatements were detected in the reporting of the County's expenditures and related liabilities.

Context/Cause: During our testing of expenditures, certain audit adjustments were required to correct current period amounts. The nature of these adjustments is as follows:

- In the Recreation Bonds Fund, adjustments of approximately \$1,428,000 were required to properly accrue outstanding retainage payable balances. The County incorrectly accrued the retainage payable liabilities thus overstating the expenditures of the fund and the related liability. Additionally, as a result of the overstatement of the accrual and related expenditure, the governmental capital assets construction in progress balances were overstated on the County's statement of net position.
- In the Development Authority of Cherokee County, adjustments of approximately \$153,000 were required to properly accrue outstanding contracts and retainage payable balances. These expenditures were identified during a test of the completeness of the liabilities, whereby it was determined the related services were incurred prior to September 30, 2012 and should be accrued as incurred expenditures of the Authority. Additionally, as a result of this additional accrual, an adjustment was required to increase the Development Authority of Cherokee County's construction in progress asset on the statement of net position.

Effects: Audit adjustments totaling approximately \$1,581,000 were needed to correctly report expenditures and the related liabilities.

Recommendation: We recommend the County carefully review all expenditures and related balance sheet accounts to ensure all necessary transactions are reported in the proper period and in the proper fund.

Auditee's Response: We concur with the finding. We will take necessary steps in the future to ensure that expenditures/expenses and the related liabilities are properly recorded.

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

SECTION II FINANCIAL STATEMENT FINDINGS AND RESPONSES

2012-3 Receivables and Revenues

Criteria: Internal controls should be in place to ensure that the amounts reported as receivables and revenues are appropriate and properly valued in accordance with generally accepted accounting principles.

Condition: Material misstatements were detected in the reporting of the County's revenues and related receivables.

Context/Cause: During our testing, certain audit adjustments were required to correct current period amounts. The nature of these adjustments is as follows:

- In the General Fund, an adjustment of approximately \$661,000 was required to properly report the property tax penalties and commissions revenues.
- In the SPLOST V Fund, an adjustment of approximately \$573,000 was required to properly report intergovernmental revenues and receivables. Intergovernmental revenues were earned through the performance of grant objectives prior to September 30, 2012 and the revenues were considered to be available and thus an adjustment was required to record the revenues and related receivable.

Effects: Audit adjustments totaling approximately \$1,234,000 were needed to correctly report revenues, receivables, and deferred revenues.

Recommendation: We recommend the County carefully review all revenues and receivables to ensure they are reported in the proper reporting period, properly valued, and in accordance with generally accepted accounting principles.

Auditee's Response: We concur with the finding. We will take necessary steps in the future to ensure that revenues, deferred revenues and the related receivables are properly recorded.

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

SECTION III FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

2012-4 Allowable Costs

Program: U.S. Department of Housing and Urban Development (CFDA No. 14.218)

CFDA Program Title: Community Development Block Grants

Grant Number: B-09-UC-13-0006, B-10-UC-13-0006, B-11-UC-13-0006, and BU-12-UC-0006

Criteria: Per OMB A-87, Cost Principles, an employee who works solely on a single cost objective (i.e., a single Federal program whose administrative funds have not been consolidated) must furnish a semi-annual certification that he/she has been engaged solely in activities supported by the applicable source in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.(3). An employee who works in part on a single cost objective (i.e., a single Federal program whose administrative funds have not been consolidated), and in part on consolidated Federal administrative activities or activities funded from other revenue sources, must maintain time and effort distribution records in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.

Condition: During our testing of the compensation expenses/expenditures charged to this grant, we noted the County did not have proper procedures in place to allocate personnel costs based on periodic certifications were being posted to general ledger and subsequently reimbursed, as required by OMB A-87 Attachment B, section 8.

Context/Cause: The County was not adjusting the allocation of employee time to the program based on the employee timesheets.

Effects: These costs could potentially be considered unallowable.

Questioned Costs: We have questioned the full amount of wages as questioned costs, which amounted to \$67,236 as of September 30, 2012.

Recommendation: The County should ensure all personnel costs are being allocated and reimbursed based on the required periodic certification documentation.

Auditee's Response: We concur with the finding. We will take the necessary steps in the future to ensure that all required periodic certification documentation is obtained and maintained. We will also ensure that the personnel costs charged to the grant are being posted to the general ledger based on these periodic certifications.

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

SECTION III FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

2012-5 Allowable Costs

Program: Operating 5311 Assistance (CFDA No. 20.509)

CFDA Program Title: Formula Grants for Other Than Urbanized Areas

Grant Number: T003880

Criteria: Per OMB A-87, Cost Principles, an employee who works solely on a single cost objective (i.e., a single Federal program whose administrative funds have not been consolidated) must furnish a semi-annual certification that he/she has been engaged solely in activities supported by the applicable source in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.(3). An employee who works in part on a single cost objective (i.e., a single Federal program whose administrative funds have not been consolidated), and in part on consolidated Federal administrative activities or activities funded from other revenue sources, must maintain time and effort distribution records in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.

Condition: Internal controls were not sufficient to enable the County to obtain the periodic certification of time and effort documentation as required.

Context/Cause: For the nine month period ended September 30, 2012, we reviewed twenty (20) disbursements to employees paid out of Formula Grants for Other Than Urbanized Areas funds to determine if the County was properly maintaining semi-annual certification of time and effort sheets. We found all employees paid out of these funds were not properly maintaining periodic certification or time and effort sheets.

Effects: Personnel salaries unrelated to Formula Grants for Other Than Urbanized Areas could be funded with grant funds. Therefore, unallowable costs could be charged to the grant.

Questioned Costs: We identified the full amount of wages to be reimbursed as questioned costs, which amounted to \$153,750 as of September 30, 2012.

Recommendation: We recommend the County maintain the periodic certifications of time and effort on all employees whose salaries are funded out of Formula Grants for Other Than Urbanized Areas grant funds.

Auditee's Response: We concur. The County will implement procedures to ensure all periodic certifications of time and effort are being obtained.

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

SECTION III FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

2012-6 Matching

Program: Operating 5311 Assistance (CFDA No. 20.509)
CFDA Program Title: Formula Grants for Other Than Urbanized Areas
Grant Number: T003880

Criteria: Federal Transit Grant 5311 requirements state that a minimum of 50% of operational costs will be paid for using other sources, with a maximum of 25% of the match coming from other federal grants.

Condition: As of September 30, 2012, the County was not properly monitoring the match status and ensuring that the rates being charged to the users were adequate to allow the County to meet the necessary minimum local funds match requirements.

Context/Cause: The County was in compliance with the matching requirements; however because a significant portion of the County transit system operations are funded with federal support, the County should be aware of and monitor compliance with all requirements and take the necessary steps to ensure their compliance. The County does not have a process in place to track federal funding compared to the local share.

Effects: The failure to comply with grant requirements could result in loss of grant funding from certain grantors and/or plausible repayment of excess draws, with penalties and/or interest. However, it should be noted there were no excess draws for the nine month period ending September 30, 2012.

Questioned Costs: None noted.

Recommendation: The County should make every effort to gain a thorough understanding of the requirements of each grant received in order to avoid potential noncompliance.

Auditee's Response: We concur. The County will initiate a process to monitor the match status by tracking the federal funding compared to the local share to ensure compliance with the matching requirement.

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

2011-5 Reporting

Program: U.S. Department of Housing and Urban Development (CFDA No. 14.218)

CFDA Program Title: Community Development Block Grants

Grant Number: B-09-UC-13-0006, B-10-UC-13-0006, and B-11-UC-13-0006

Condition: As of December 31, 2011, the County was not properly completing the PR03 and PR26 forms.

Context/Cause: The PR03 and PR26 were being completed on a cash basis of reporting; however, per review of the instructions and discussions with HUD, the reports are to be completed using the accrual method of accounting, so as to allow the reports to agree with the County's general ledger.

Response: This finding was resolved during the current period.

2011-6 Davis Bacon

Program: U.S. Department of Energy (CFDA No. 81.128)

CFDA Program Title: Energy Efficiency & Conservation Block Grant - ARRA

Grant Number: SC0002432

Condition: Internal controls were not sufficient to enable the County to obtain the weekly certified payrolls as required.

Context/Cause: During our testing of the grant, we were not able to obtain the certified payroll documents from the County for all five of the contractors used in the activity of this program. Upon request of the documents, management of the County was able to contact the contractor and the contracted third party grant administrator to obtain the reports, but the request were made after the close of the fiscal year and were not being obtained on a weekly basis throughout the project.

Response: This finding was resolved during the current period.

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

2011-7 Allowable Costs

Program: U.S. Department of Housing and Urban Development (CFDA No. 14.218)

CFDA Program Title: Community Development Block Grants

Grant Number: B-09-UC-13-0006, B-10-UC-13-0006, and B-11-UC-13-0006

Condition: During our testing of compensation expense charged to this grant, we noted the County did not have proper procedures in place to support personnel costs through periodic certifications, as required by OMB A-87 Attachment B, section 8.

Context/Cause: The County did not have adequate controls in place to ensure the required documentation was being obtained and maintained in the files.

Response: The County has not fully corrected this problem, as it is cited in 2012-5 above.

2011-8 Cash Management

Program: U.S. Department of Housing and Urban Development (CFDA No. 14.218)

CFDA Program Title: Community Development Block Grants

Grant Number: B-09-UC-13-0006, B-10-UC-13-0006, and B-11-UC-13-0006

Condition: Internal controls were not sufficient to detect errors in the reimbursement and related reporting process for the County's CDBG program.

Context/Cause: During our audit, we noted the County requested funds prior to the payment of grant expenditures and, at times, funds were requested prior to expenditures being incurred at all. The County requested the advance funding under the guidance from the local office of the grantor, which suggested they draw down the additional funding.

Response: This finding was resolved during the current period.

CHEROKEE COUNTY, GEORGIA

SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE NINE MONTH PERIOD ENDED SEPTEMBER 30, 2012

2011-9 Subrecipient Monitoring

Program: U.S. Department of Housing and Urban Development (CFDA No. 14.218)

CFDA Program Title: Community Development Block Grants

Grant Number: B-09-UC-13-0006, B-10-UC-13-0006, and B-11-UC-13-0006

Condition: Internal controls were not sufficient to allow the County to properly comply with and adhere to the various requirements of a pass-through entity, although they manage the grant activity as a pass-through agency.

Context/Cause: As the County was not obtaining the annual financial statements, they were not performing the required procedures as noted above.

Response: This finding was resolved during the current period.

2011-10 Procurement

Program: U.S. Department of Justice (CFDA No. 16.803)

CFDA Program Title: Edward Byrne Justice Assistance Grant - ARRA

Grant Number: B82-8-055

Condition: Internal controls were not sufficient to permit the project related to this grant to follow the County or State procurement policies.

Context/Cause: The County had one project which did not follow the County's procurement policy of obtaining the required sealed bids which are to be reviewed and submitted for approval from the Board of Commissioners. The requesting department did not consider the complete cost of the project, only considered the installment payments, when determining which level of approval the request required in accordance with the County's policy. Additionally, as the project was contracted for greater than \$25,000, the County should have performed a search of the federally maintained database of excluded parties to ensure the vendor was not suspended or debarred from working with federal funds.

Response: This finding was resolved during the current period.

Attachment A-8

State of Georgia – Governor's Office for Children and Families

Justice Grants

Budget Workbook

Cost Centers	Line Items	Costs	GOCP Request	Collaborative Match (25% of Program Costs)
Personnel Services				
	Court Program Manager	8,000	\$0.00	
Regular Operating				
	Supplies (\$120/month)	\$1,440.00	\$0.00	\$1,440.00
Equipment		\$0.00	\$0.00	\$0.00
IT Expenditures		\$0.00	\$0.00	\$0.00
Real Estate Rentals				
	Highland Rivers Health Office/Group Space	\$8,400.00	\$0.00	\$8,400.00
Contractual Services				
Highland Rivers Health	Mental Health Coordinator (with 41% fringe)	\$54,990.00	\$54,990.00	\$0.00
	Computer (\$1200)/Phone & Travel Drive (\$67/month)/ Travel of Contracted Position (200m/mon@.485)	\$3,168.00		\$3,168.00
	Seven Challenges Licening Fee	\$3,000.00	\$0.00	\$3,000.00
Juvenile Court	Unfunded Services Fees	\$10,000.00	\$0.00	\$10,000.00
Functional Family Therapy	Training & Implementation Costs	\$46,500.00	\$46,500.00	\$0.00
Voice/Data Communications		\$0.00	\$0.00	\$0.00
Total Program Costs		\$127,498.00	\$101,490.00	\$26,008.00



Cherokee County, Georgia Agenda Request

2.12

SUBJECT:

MEETING DATE: June 18, 2013

SUBMITTED BY: Keith Wood

COMMISSION ACTION REQUESTED:

Permission to accept CJCC grant in the amount of \$103,819.00 to be used in the implementation of the Cherokee County Mental Health Court

FACTS AND ISSUES:

In April 2013, a grant application was submitted to the CJCC (Criminal Justice Coordinating Council) for funds to start an accountability court in Cherokee County focusing on the underserved needs of the mentally ill who come into contact with the justice system. The original grant application sought \$160,603.00. The amount granted by the CJCC was \$103,819.00. While clearly not the amount that was sought, by possibly limited the number of participants and utilizing other resources, it is believed that this amount will be sufficient to, at the least, get the court off the ground.

This is a non-matching grant.

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: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, stylized handwritten signature in blue ink is written over the signature lines for the Department Head, Agency Director, and County Manager.

OFFICE OF THE GOVERNOR
 CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia - Accountability Courts Grant

SUBGRANT AWARD

SUBGRANTEE: Cherokee County Board of Commissioners

IMPLEMENTING AGENCY: Cherokee County Board of Commissioners
FEDERAL FUNDS: \$ 103,819
MATCHING FUNDS: \$ 0
PROJECT NAME: Mental Health Court IMPLEMENTATION
TOTAL FUNDS: \$ 103,819
SUBGRANT NUMBER: J13-8-056
GRANT PERIOD: 07/01/13-06/30/14

This award is made under the Accountability Courts State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 28, 2013.

AGENCY APPROVAL



Braxton T. Cotton, Director
 Criminal Justice Coordinating Council

Date Executed: 07/01/13

SUBGRANTEE APPROVAL

 Signature of Authorized Official Date

 Typed Name & Title of Authorized Official

58-6000799-007
 Employer Tax Identification Number (EIN)

 INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	1111123	1	07/01/13	9		**	J13-8-056
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	11112				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Mental Health Court	624.41	\$ 103,819

Accountability Court Funding Committee

2014 GRANT AWARD OVERVIEW

July 1, 2013 – June 30, 2014

COURT NAME: Cherokee County Mental Health Court
PRESIDING JUDGE: Hon. Keith Wood
FY14 AWARD TOTAL: \$103,819 - IMPLEMENTATION COURT

<u>Budget Worksheet Category</u>	<u>Line Item Approvals</u>	<u>Category Total</u>
A.1 Personnel/Salaries:	Program Coordinator - \$37,000 Compliance Officer - \$1,871	\$38,871
A.2 Personnel/Fringe Benefits:	Personnel/Fringe for A.1	\$15,087
B. Contract Personnel:	Treatment Provider - \$23,015 GPS Monitoring - \$4,800 IT Servicing - \$3,000	\$30,815
C. Drug Tests:	Drug Tests& Supplies	\$9,250
D. Supplies/Printing:	Office Supplies - \$1,000 Furniture - \$3,400 Computer Software - \$1,500 Postage - \$400	\$6,600
E. Equipment:	Computer - \$2,000 Scanuer - \$300 Printer - \$500	\$2,800
F. Travel:	Court Visit Mileage	\$396
G. Other:		\$0

CHEROKEE COUNTY

PUBLIC HEARINGS AND PARTICIPATION

In accordance with law and policy, the Cherokee County Board of Commissioners frequently conducts Public Hearings on a number of matters and issues. These Public Hearing rules are intended to ensure that the public has the opportunity to participate fairly in the meeting while promoting the orderly, efficient, and effective flow of the meeting.

Policies and Procedures for Conducting Public Hearings

1. The Chairman shall announce the Public Hearing and call for motion and a second to open the Public Hearing; once approved by a vote of the majority, the Chairman will announce that the Public Hearing is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chairman shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chairman shall also inform the public that comments will only be received from the podium.
2. Members of the public who wish to speak must sign up on the form provided prior to the commencement of the Public Hearing. Members of the public are expected to adhere to the rules of decorum outlined herein and in the Civility Code and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.
3. **Time.** Proponents and opponents are allowed fifteen (15) minutes per side to present data, evidence, and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. No petition shall be the subject of more than one (1) public hearing before the Board of Commissioners regardless of the number of times final action is deferred by the Board, unless a simple majority of members of the Board of Commissioners vote to conduct such additional public hearings. Speakers will be called as they appear on the sign up form. Additional time may be allotted for either side at the Board's discretion and upon a simple majority of affirmative votes of the Board. Clerk's Note: State Law Mandates that the time be at least 10 minutes per side. (O.C.G.A. § 36-66-5)
4. Once the Public Hearing has concluded, the Chairman shall so announce and call for a motion and a second to close the Public Hearing; after an affirmative vote by a majority of the Board, the Board may convene into regular session to make its decisions.
5. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, or unless the Board, by a simple majority of affirmative votes, has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.
6. Public Hearings will be advertised in the newspaper of general circulation (County's Legal Organ), at least 15 days, but no more than 45 days prior to the date of the hearing.
7. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law. Any amendment to these rules of order by a Commission Member shall be submitted to the Clerk in writing one week before the designated meeting. The proposed amendment shall be included on the agenda for that meeting and distributed to all Board Members. All amendments require a simple majority of affirmative votes by the Board for adoption.
8. Public Hearings are hereby required for Zoning Ordinance modifications; adoption of the annual budget; setting of the millage rate; and other matters as required by State law or at the request of the Cherokee County Board of Commissioners.

STATE OF GEORGIA
COUNTY OF CHEROKEE COUNTY

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

PUBLIC COMMENT POLICY

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

(1)

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

(2)

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

(3)

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

(4)

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

(5)

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

(6)

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

As revised this 6th day of May, 2003.

MISSION STATEMENT



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

OUR GOAL:

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

OUR PROMISE:

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

OUR COMMITMENT:

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

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

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



Cherokee County Board of Commissioners

2013 Meeting Schedule

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

January	8th	22nd
February	5th	19 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