

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

November 5, 2013

3:00 p.m.

Cherokee Hall

AGENDA

1. Review Draft of Rules of Procedure.
2. Discussion of Regular Agenda Items.

Executive Session to Follow

**CHEROKEE COUNTY BOARD OF COMMISSIONERS
2013 RULES AND PROCEDURES**

TABLE OF CONTENTS

1.0 OPERATIONAL PROCEDURE

Section 1.01 **Meetings**

 1.01.01 Regular and Special Meetings

 1.01.02 Adjourned Meeting

 1.01.03 Executive Session Meetings

Section 1.02 **Quorum**

 1.02.01 Adjournment Upon Absence of Quorum at Commencement of Meeting

 1.02.02 Adjournment Upon Loss of Quorum During Meeting

Section 1.03 **Chairman**

 1.03.01 Election and Duties of Chairman

 1.03.02 Appointments by Chairman

 1.03.03 Duties Under Georgia Law

Section 1.04 **Vice-Chairman**

Section 1.05 **Second Vice-Chairman**

Section 1.06 **Minutes**

 1.06.01 Contents of Minutes

 1.06.02 Adoption and Correction of Minutes

 1.06.03 Attestation of Minutes

Section 1.07 **Agenda**

 1.07.01 Consent Agenda

 1.07.02 Non-Agenda Item

 1.07.03 Postponement of Agenda Items

1.07.04 Postponement, Tabling or Moving of Agenda Items

Section 1.08 **Voting**

1.08.01 Effect of Approval/Denial

1.08.02 Method of Vote

1.08.03 Tie Vote

1.08.04 Abstention

1.08.05 Vote on Intergovernmental Agreements

1.08.06 County Initiated Rezoning

Section 1.09 **Public Participation in Board Meetings**

1.09.01 Public Comment Portion

1.09.02 Public Hearings

Section 1.10 **Appointments of the Board**

2.0 DECORUM OF DEBATE

Section 2.01 **Adherence to Agenda**

Section 2.02 **Discussion of the Issue**

Section 2.03 **Call to Order, Remarks**

Section 2.04 **Discussion Through the Chair**

Section 2.05 **Equal Opportunity**

Section 2.06 **Disruptions**

Section 2.07 **Call to Order, Action**

3.0 PROCEDURE IN MEETINGS

Section 3.00 **Motions**

Section 3.01 **Ranking Motions**

3.01.01 Main Motions

- 3.01.02 Amending
- 3.01.03 Refer
- 3.01.04 Hold to a Time Certain (Postpone)
- 3.01.05 Limit Discussion (or Debate)
- 3.01.06 Call to Question
- 3.01.07 Question of Privilege
- 3.01.08 Recess
- 3.01.09 Adjourn

Section 3.02 **Motions Used to Bring Back an Issue**

- 3.02.01 Motions to Amend Something Previously Adopted
- 3.02.02 Reconsider the Vote
- 3.02.03 Rescind

Section 3.03 **Incidental Motions**

- 3.03.01 Point of Information
- 3.03.02 Point of Order
- 3.03.03 Appeal from the Chair's Decision
- 3.03.04 Parliamentary Inquiry
- 3.03.05 Divide the Motion
- 3.03.06 Consider by Paragraph
- 3.03.07 Request to Withdraw a Motion
- 3.03.08 Consider En Gross

4.0 PARLIAMENTARIAN

5.0 PARLIAMENTARY AUTHORITY

6.0 AMENDMENTS

APPENDIX “A”

Parliamentary Definitions

APPENDIX “B”

Cherokee County Board and Committees List

1.0 OPERATIONAL PROCEDURE

SECTION 1.01 MEETINGS

1.01.01 Regular Meeting/Public Hearings, Work Sessions and Special Called Meetings of the Cherokee County Commission (also referred herein as the "Commission," the "Commissioners" or the "Board"). Regular Meeting/Public Hearings and Work Sessions are scheduled recurring meetings of the Commission to conduct or discuss the ongoing business of the County. Special Called Meetings are to conduct emergency business and the Chairman; a majority of the Board, the County Manager, or the County Attorney may call for a Special Called Meeting.

1.01.02 An **Adjourned Meeting** is a continuation of the meeting immediately preceding, whether a regular or special meeting:

- a. If the scheduled business of the Commission is not completed due to time constraints or emergency, the meeting shall be adjourned to the following day or a specific day scheduled by the Commission to allow for the completion of pending business;
- b. In an adjourned meeting (regular or special), only business which would have been proper to consider at that meeting may be considered and acted upon at the adjourned meeting;
- c. Adjourned meetings resume business under the same rules, limitations and rights as the original meeting from which it was adjourned;
- d. The continuation of a public hearing will be allowed provided it is postponed to a certain date.

1.01.03 **Executive session meetings** shall be conducted in accordance with O.C.G.A. **Section 50-14-3 and Section 50-14-4**, or as these sections may be amended from time to time.

SECTION 1.02 QUORUM

Any three (3) of the district Commissioners shall constitute a quorum for any meeting of the Cherokee County Commission.

1.02.01 If a quorum is not present thirty (30) minutes following the scheduled hour for convening, the chairman or the vice-chairman, or in their absence, the second vice-chairman (or his/her designee), may adjourn the meeting. By unanimous consent, those present may select another hour and day for the meeting.

- 1.02.02** If during the meeting there ceases to be a quorum, all business must stop, except that the Board, by majority votes to be recorded in the minutes (naming those present at the time of the vote) may:
- a. Set another day at which to reconvene;
 - b. Adjourn and return at the next regular meeting; and
 - c. Recess to determine if a quorum will be present within a short period of time.

SECTION 1.03 CHAIRMAN

1.03.01 The chairman shall have the same rights and privileges of the other Commissioners and no other authority above and beyond any other commissioner, except as described below.

As a facilitator and guide to the Board, the chairman, in conjunction with the Board, should work to establish and implement the vision, mission, and values of the community.

The chairman's primary responsibility is to insure efficient and productive meetings of the Board with his/her duties to include:

- a. Presiding over meetings of the Commission;
- b. Calling the meeting to order at the scheduled hour;
- c. Determining that a quorum is present;
- d. Preserving decorum and order at all meetings;
- e. Making the Commissioners aware of the substance of each motion;
- f. Calling for the vote;
- g. Announcing the results of each vote; and
- h. Calling for a recess at such times as deemed advisable.

1.03.02 The chairman, upon approval of a simple majority vote, may appoint representatives from the Board to serve on various committees and as liaison to various departments.

The chairman, or his/her designee, may serve as a representative of the Board of Commissioners as various local, regional or state groups, boards or events.

The chairman may succeed himself/herself. The chairman can make motions, debate, and vote or abstain on motions.

1.03.03 The chairman shall exercise other duties as prescribed under Georgia law.

SECTION 1.04 VICE-CHAIRMAN

By tradition, the vice-chairman rotates among the district commissioners. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair.

The vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

SECTION 1.05 SECOND VICE-CHAIRMAN

By tradition, the second vice-chairman position rotates among the district commissioners, with the second vice-chairman becoming the vice-chairman in the subsequent year. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The second vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair and the vice-chair.

The second vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

SECTION 1.06 MINUTES

1.06.01 All actions of the Commission, except for actions described in the O.C.G.A., Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time, shall be accurately recorded by the clerk (or his/her designee) in the minutes which shall include:

- a. All main motions, exactly as worded when adopted (including amendments or stipulations);
- b. The name of the maker of all important motions.
- c. Disposition of all main motions, whether
 - 1) Adopted;

- 2) Defeated;
 - 3) Referred to committee or to staff for further information or recommendation; and
 - 4) Held until _____ (a definite time/date).
- d. How each commissioner voted.
 - e. Commissioner's comments (these are only printed in the minutes if, when requested by the commissioner, the majority votes to have the remarks included).

1.06.02 The responsibility for correcting and approving the minutes shall be vested only in the members of the Commission. The minutes shall be adopted at the next regular meeting of the Board. The minutes of each meeting shall indicate their subsequent approval/correction. The minutes may be corrected whenever an error is noticed regardless of the time which has elapsed. The Board may correct the minutes of a previous meeting prior to the adoption with a majority approval of the Board. The Board may otherwise correct errors in minutes that have been adopted with a majority approval of the Board.

1.06.03 The County Clerk or the Deputy County Clerk shall attest to the Minutes.

SECTION 1.07 AGENDA

- a. An agenda for the Regular Meetings/Public Hearings will be prepared by the County Manager with the advice of the Commissioners. Drafts of the agendas will be available to the Commissioners no later than noon of the Friday preceding the Regular Meeting. Any Commissioner may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 4:00 PM on the Friday preceding the Regular Meeting.
- b. An agenda for the Work Session will be prepared by the County Manager with the advice of the Commissioners. Drafts of the Work Session agenda will be available to the Commissioners no later than noon of the Friday preceding the Work Session. Any Commissioner may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 4:00 PM on the Friday preceding the Work Session.
- c. While it is usual for unfinished business (that referred or held from another meeting) to be considered prior to new business, the order of business listed in any published agenda may be changed when it seems advisable to a majority of the Commission.

d. After the cutoff time for either Regular Meetings or Work Sessions, no additional items shall be added to the agenda other than those deemed necessary for the operation or functioning of the County as recommended by the County Manager, County Attorney, or any two Commissioners. Any item added to the agenda after the cutoff time but prior to formal publication of the agenda will be included in the published agenda, but support and backup documentation will only be inserted into the Commissioners' agenda books if the County Clerk has adequate time to make such additions. If backup documentation is not included in the agenda books due to time constraints, the party(ies) seeking the late addition shall be required to utilize best efforts to distribute backup documentation to Board members. An item that is proposed to be placed on the agenda after the publication of the agenda, may be so placed only if in conformance with Section 1.07.02.

1.07.01 All items contained in the **consent agenda** may be voted on en gross. The County Manager shall determine suitable items for the consent agenda. Prior to voting on the consent agenda, any commissioner may remove an item from the consent agenda and place it on the regular agenda for discussion.

1.07.02 A **non-agenda item** shall be defined as that which is deemed by a Commissioner to require urgent attention but has not been placed on the published agenda. Such a non-agenda item may be added to any Regular Meeting/Public Hearing or Work Session meeting agenda subject to the following conditions:

a. Adequate information, including the specific topic, shall be given on any items requested to be added as non-agenda items.

b. A majority shall be required to add a non-agenda item.

1.07.03 During adoption of the agenda for either a regular meeting or work session, a majority vote shall be required to postpone or remove any published agenda item, except as otherwise provided in Sections 1.07(a) and (b) of these rules.

1.07.04 Subject to the priority of Motions set forth in Section 3.01, at any time during a Regular Meeting/Public Hearing an agenda item may be postponed, tabled, or moved to a future Regular Meeting/Public Hearing or Work Session agenda by a majority vote.

SECTION 1.08 VOTING

1.08.01 Formal voting on Board matters will ordinarily occur only during a **Regular Meeting/Public Hearing** or during a **Special Called Meeting**. Any votes taken during a **Work Session** will ordinarily be for procedural purposes, such as authorizing placement of such item to the agenda of a Regular meeting/Public Hearing.

1.08.02 All votes shall be taken by voice vote or show of hands. An affirmative vote of a majority of the members of the Board in attendance shall be required to adopt a motion unless otherwise noted in this document. If a Motion to Approve an item is defeated by the vote, the vote does not constitute an affirmative denial of the item. Instead, a Motion to Deny should immediately follow to bring closure to the item. Likewise, if a Motion to Deny an item is defeated by the vote, the vote does not constitute an affirmative approval of the item. Instead, a Motion to Approve should immediately follow to bring closure to the item. **(Need to Discuss)**

1.08.03 A tie vote shall cause all **procedural motions** to be defeated. A tie vote on a **main motion** shall keep the motion as pending before the Board and the motion shall be rescheduled for another time.

1.08.04 No commissioner who is present at any meeting of the Commission at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling or act except when, with respect to any such commissioner, there is or appears to be a possible conflict of interest as described in the Cherokee County Ethics Ordinance. In such cases, the abstaining commissioner shall give his/her reason for abstaining.

1.08.05 Any vote taken on an intergovernmental agreement shall require an affirmative vote of at least four (4) Commissioners.

Should an intergovernmental agreement not receive a 4/5 vote, any commissioner may immediately make a motion to add the intergovernmental agreement item on the next public hearing agenda. Upon a second, and simple majority vote, the item will be added to the next public hearing agenda. Following the public hearing, the intergovernmental agreement item can be passed by affirmative vote by a simple majority of the Board. **(Need to Discuss)**

1.08.06 A County-initiated rezoning of land shall be permissible. However, prior to placement of the legal advertisement for such a rezoning in the legal organ, a majority of the Board of Commissioners shall be required to authorize placement of such legal advertisement. A vote in favor of placement of the legal advertisement for a County-initiated rezoning shall not be deemed nor construed as a vote in favor of the rezoning itself. If a proposed County-initiated rezoning is related to an item that is otherwise a permissible topic for Board discussion during a closed meeting, the requisite authority to commence the legal advertisement may be provided in closed session without the requirement of a formal vote in open session.

SECTION 1.09 PUBLIC PARTICIPATION IN BOARD MEETING

The Cherokee County Board of Commissioners welcomes visitors to board meetings and is willing to hear any person or persons desiring to appear before the Board who is not currently an announced candidate for public office or a salaried member of the county staff.

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.

1.09.01 Persons wishing to address the Board shall do so during the **Public Comment Portion** of the agenda.

- a. At each regular meeting of the Commission, a fifteen (15) minute period, 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. Comments must be limited to chosen topic and must pertain to County business. 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.
- b. 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.
- c. 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.
- d. 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.

1.09.02 Persons wishing to address the Board of Commissioners in **duly advertised Public Hearings** will be heard. Each speaker should sign up on the sign-up sheet located on the table in the entry way to the Commissioners' Meeting Room. Individuals shall be heard by the Board in the order listed on the sign-up sheet. Comments shall be made from the podium and the speaker should first give their

name and address. Each speaker should be allotted a maximum of three minutes. Said time limit per person may be lengthened or shortened for a given speaker, or for all speakers on a given matter, or for all speakers in a given meeting, at the Chairman's discretion, subject to override by a majority vote of the Commission. Proponents of a particular item shall be afforded a maximum of fifteen (15) minutes and an equal maximum time period shall be afforded for presentation by opponents of each item.

SECTION 1.10 APPOINTMENTS OF THE BOARD

1.10.01 Appointments by the Board of Commissioners are made by one of the following:

- a. Individual Commissioner appointment; such candidate is appointed by the District Commissioner and requires no vote.
- b. Board of Commissioners appointment; such candidate must be elected by a majority of the Board.

1.10.02 Cherokee County's Boards and Committees List, outlining appointment type and term information is attached as Appendix "B".

2.0 DECORUM OF DEBATE

The following practices shall be followed in the discussions (debate) on motions and matters presented to the Board of Commissioners.

SECTION 2.01 ADHERENCE TO AGENDA

In discussion, the remarks made by the Commissioners shall be confined to the motion or matters immediately before the body.

SECTION 2.02 DISCUSSION OF THE ISSUE

In discussion, a commissioner may condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities, and under no circumstances may he/she attack or question the motives of another commissioner or staff. The issue, and not a person shall be the item under discussion.

SECTION 2.03 CALL TO ORDER, REMARKS

The chair shall immediately call as “out of order” any remarks made in regards to comments outside the issue being addressed; or another commissioner may call this breach of procedure to the attention of the chair and other Commissioners. In either case, the errant commissioner shall immediately cease the breach of decorum and continue with his/her remarks confined to the remarks confined to the issue.

SECTION 2.04 DISCUSSION THROUGH THE CHAIR

All discussion shall be made through the chair, and one commissioner may not interrogate another commissioner or person speaking from the public except through the chair (or with the permission of the chair).

SECTION 2.05 EQUAL OPPORTUNITY

After a commissioner has spoken or asked questions on a matter before the Commission, other commissioners shall be given the opportunity to speak. If no other commissioner wishes to speak to the issue, the commissioner may continue speaking to the issue.

SECTION 2.06 DISRUPTIONS

During discussion or voting, a commissioner shall not disturb the other Commissioners in any way that may be considered disruptive to the proceedings or hamper the transaction of business.

SECTION 2.07 CALL TO ORDER, ACTION

The chair may rule as “out of order” any action deemed inappropriate or dilatory and may interrupt a speaker for reasons deemed necessary by the chair. The chairman shall say, “Commissioner, those remarks are out of order. Please cease this line of comments and restrict your comments to the inquiry and the merits of the agenda item.”

3.0 PROCEDURE IN MEETINGS

SECTION 3.00 MOTIONS

Prior to taking the vote, the chair, or at his/her request the clerk, should re-state the motion (or resolution) or its substance.

SECTION 3.01 RANKING MOTIONS

These motions shall take precedence in order in which they are listed below:

- a. Adjourn;
- b. Recess;
- c. Motions of privilege;
- d. Call the question;
- e. Limit discussion or debate by the Commission;
- f. Hold until a time certain;
- g. Refer back to staff/committee; or refer to staff/committee;
- h. Amend;
- i. Main motion.

3.01.01 A **main motion** shall be a motion whose introduction brings business before the Commission. Main motions require a second and will fail in the absence of a second.

- a. Possible **dispositions** of a main motion include:
 - 1) Adopt;
 - 2) Amend and adopt with amendments (or stipulations);
 - 3) Defeat;
 - 4) Refer to staff/committee;
 - 5) Hold until (a definite time).
- b. Incidental motions such as consider en gross, consider by paragraph, or divide the motion (each described in Section 3.03) may also be applied to main motions.

3.01.02 Concerning the **amending** of particular motions:

- a. If a commissioner feels that the main motion might be more acceptable in a way other than the way presented, the commissioner may amend through substitution, insertion of stipulations, striking out portions, or striking out and inserting portions. Such proposed amendments shall require a second, allow for discussion, and require a majority vote on the proposed amendment.
- b. If a proposed amendment fails to obtain a majority vote, the main motion considered shall be the one originally presented.
- c. An amendment must be germane (relating to the substance of the main motion) and may not introduce an independent question.
- d. Improper amendments shall be:
 - 1) one which is not germane;
 - 2) one which would make the adoption of the amended motion equivalent to a rejection of the motion;
 - 3) one which is frivolous or absurd.

3.01.03 If the Commissioners feel that adequate information has not been given, the Board may, by majority vote, **refer** the motion to staff (or an agency, committee, etc.) for more information. A date may be set for hearing the additional information or it may be open-ended. This motion shall require a second and shall be debatable only as to whether or not it shall be referred to whom it shall be referred, or when the person to whom it is referred shall report back. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to refer.

3.01.04 A motion to **hold to a time certain (postpone)** may be used if a majority of the Commission feels that the motion before them should be considered at a more convenient time or if the discussion shows that a final decision should be made at a later time or date. This motion shall be used if the Commissioners themselves feel that they may obtain information that is needed or that the facts as presented are not adequate for their final vote. A second shall be required and discussion shall be limited to the reason for holding the motion or the time to which it is to be held. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to hold.

The continuation of a public hearing will be allowed provided it is postponed to a certain date.

- 3.01.05** If a commissioner feels that a set period of time for discussion of a motion should be adopted as to time for the motion as a whole, or as to individual time given, the commissioner may move to “**limit discussion (or debate)** to minutes.” This motion shall require a second and no discussion on the motion shall be allowed. It shall require a super-majority vote to adopt. A super-majority vote is defined as four (4) commissioners if all five (5) are present, or three (3) commissioners if only four (4) or three (3) commissioners are present.
- 3.01.06** A commissioner may “**call the question**” (a motion to end discussion) when it is clear that further discussion is unnecessary or that discussion is becoming repetitive. This motion shall require a second and no discussion on the motion shall be allowed. It shall require a super-majority vote to adopt.
- 3.01.07** If any matters occur such as to impede a commissioner in attending to the business, e.g., too much noise, the microphone not working, matters that affect the safety, orderliness, or comfort of the Commissioners, or affects the honor of an individual commissioner, such commissioner may state to the chairman that he/she has a **question of privilege** and the matter must be addressed before the pending business of the Commission continues. No vote is required unless a motion arises out of the privilege.
- 3.01.08** A **recess** may be taken as it appears on the agenda or declared by the chair when he/she deems it advisable or by a motion from a commissioner. If the motion is made by a Commissioner, a second and an affirmative majority vote shall be required to recess.
- 3.01.09** The highest-ranking motion shall be the motion to **adjourn**, requiring a second and majority vote with no discussion allowed, except that the motion shall contain a time to hear any non-completed items on the agenda, if such exist. If all business on the agenda has been completed, the chair may assume the motion and, without a second, obtain unanimous consent to adjourn.

SECTION 3.02 MOTIONS USED TO BRING BACK AN ISSUE

Except as otherwise provided by law, if a commissioner wishes to bring back to the Board a matter which has been adopted, he/she may do so through the motions to reconsider, rescind and amend something previously adopted. These shall have the same rank as a main motion.

- 3.02.01** If a commissioner wishes to amend an action taken at a previous meeting, the **Motion to Amend Something Previously Adopted** shall be followed and may be used by any commissioner regardless of how he/she originally voted. This motion shall be used when the Commission desires to change only a part of the text or to substitute a different version for a matter that was previously adopted. A

second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A super-majority vote shall be required if the item is not on the official agenda

A Motion to Amend cannot be used when something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be amended.)

3.02.02 If in the same meeting, new information or changed situations make it appear that a different result might reflect the will of the Board, any commissioner (regardless of how he/she originally voted on the matter) may move to **Reconsider the Vote**. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision but simply shall propose that the motion be reopened for discussion and another vote taken. A second shall be required to this motion and discussion shall be allowed as to the reasons for wishing to reconsider the vote. A majority vote shall be required to adopt the motion to reconsider.

3.02.03 If a Commissioner wishes to annul an action taken at a previous meeting, the motion to **Rescind** may be used by any commissioner regardless of how he/she originally voted on the matter. The motion to rescind shall require prior notice at a regularly scheduled meeting of the intent to rescind a motion at the next scheduled meeting. The motion to rescind shall not be in order if:

- a. the motion to reconsider has already been made and defeated at the same meeting;
- b. the matter is routine and only part of the action needs to be changed, in which case the motion to “amend something previously adopted” shall be used;
- c. something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be rescinded.).

A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A super-majority vote shall be required if the item is not on the official agenda

SECTION 3.03 INCIDENTAL MOTIONS

Incidental motions have no rank but shall be decided immediately before business may proceed and may be used throughout the meeting as follows:

3.03.01 **Point of Information** is a request, directed to or through the chair, for information relevant to the business at hand, but not related to parliamentary procedure.

3.03.02 A commissioner may call for a **Point of Order** if he/she believes that the chair has failed to notice a breach in the rules. The point of order shall require the chair to make a ruling on the question involved.

3.03.03 Whenever a commissioner believes that the chair is mistaken in his/her ruling, a commissioner may **Appeal the Chair's Decision**. An appeal shall require a second and shall be debatable with the chair speaking first to explain his/her ruling. The chair may also close out the debate with a statement defending the ruling. An appeal may be made only on a ruling and may not be made:

- a. in response to a parliamentary inquiry or point of information.
- b. in areas that challenge verifiable rulings of factual nature.

The chair shall state the motion as "Shall the chair's decision be sustained?" A tie vote shall sustain the chair because a majority of those voting shall be required to overturn the chair's ruling.

3.03.04 A **Parliamentary Inquiry** is a question directed to the chair to obtain information on a matter of parliamentary law or the rules of the Commission. The chair will answer such questions or may ask the county attorney or parliamentarian for an opinion. The chair's reply, whether or not he/she has requested advice from the county attorney or parliamentarian, is an opinion, not a ruling. If a commissioner does not agree with the chair's opinion, he/she may act in a way contrary to this opinion and if ruled out of order may then appeal the chair's ruling. The chair is not obligated to respond to hypothetical questions.

3.03.05 If the motion presented contains two (2) or more parts capable of standing as separate motions, a commissioner may move to **"Divide the Motion."** This motion shall require a second and discussion shall be allowed only on why it should or should not be divided. A majority vote shall be required to adopt the motion to "divide the motion."

3.03.06 If a main motion is in the form of a resolution or document containing several paragraphs or sections which are not separate motions but could be discussed more efficiently if discussed in sections, a motion to **Discuss by Paragraphs, Sections, or Numbered Agenda Items under a "tab"** may be made. A second shall be required and discussion shall be brief as to the necessity for the action. A majority vote shall be required to "consider by paragraphs, Sections, or numbered agenda items under a 'tab'."

3.03.07

Once a motion has been moved and seconded, it belongs to the entire Commission and not to the maker of the motion; therefore, if a commissioner wishes to **withdraw a motion** that is officially before the Board, action of the Board must be taken in either of the following ways: **(Need to Discuss)**

- a. The chair may ask the Board if there are any objections to the motion being withdrawn. If there are no objections, the motion shall be withdrawn by unanimous consent, without the need for the seconder to withdraw his/her second;
- b. If there is an objection to the motion being withdrawn, then the chair shall take an official vote, a second being required. A majority vote shall be required to adopt the motion to “withdraw the motion.”

3.03.08

If a commissioner feels that time could be saved by acting on all of the agenda items under a “tab,” he/she may move that it be “**Considered en Gross.**”

4.0 PARLIAMENTARIAN

The county attorney or his/her designee shall serve as parliamentarian and shall advise and assist the chair and the Commission in matters of parliamentary law. A professional parliamentarian may be consulted as deemed necessary.

5.0 PARLIAMENTARY AUTHORITY

The latest edition of **ROBERT'S RULES OF ORDER NEWLY REVISED** shall govern meetings of the Cherokee County Board of Commissioners in all areas in which it is applicable and in which it is not inconsistent with these rules adopted by the Commissioners or higher law.

6.0 AMENDMENTS

These rules may be amended by a super-majority vote of the entire Commission at a regular meeting or special meeting of the Cherokee County Board of Commissioners, provided notice has been given of the amendment(s) at the meeting prior to the vote on the amendment(s).

APPENDIX “A”

Parliamentary Definitions

The following parliamentary definitions apply to the **RULES OF PROCEDURE FOR THE CHEROKEE COUNTY BOARD OF COMMISSIONERS**.

Adjourn – to officially terminate a meeting

Adjourned meeting – a meeting that is a continuation at a later time of a regular or special meeting

Adopt – to approve or pass by whatever vote is required for the motion

Affirmative vote – a vote in favor of the motion as stated

Agenda – the official list of items of business planned for consideration during the meeting

Approval of minutes – formal acceptance of the record of a meeting, thus making this record the official minutes of the Commission

Board – the Cherokee County Board of Commissioners

Chair – the presiding commissioner

Clerk – the duly appointed County Clerk or Assistant Clerk

Commission – the Cherokee County Board of Commissioners

Commissioner – any person elected to that position

Common parliamentary law – the body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization; does not include statutory law or particular rules adopted by any organization or board

Convene – to open a meeting

Debate – formal discussion of a motion under the rules of parliamentary law and more often herein referred to as discussion

Defer or hold – to delay action by referring the motion to staff (or an agency, committee, etc) for more information, or by postponing a vote to a certain time

Demand – an assertion of a parliamentary right by a commissioner

Dilatory motions or tactics – misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting

Floor – when a person received formal recognition from the chair, he/she “has the floor” and is the only person entitled to speak

Germane amendment – an amendment relating directly to the motion to which it is applied

Germane discussion – discussion relating directly to the matter involved

Hearing – a meeting for the purpose of listening to the views of an individual or of a particular group on a particular subject

In order – permissible and right from a parliamentary standpoint

Majority vote – an affirmation vote of at least three (3) Commissioners, one of which may be the chair

Minutes – the legal record of the action of the Commission after the record has been approved by vote of the body

Motion – a proposal submitted to the Commission for its consideration and decision; it is introduced by the body

Objection – the formal expression of opposition to a proposed action

Order of business – the adopted order in which the business is presented to the meeting of the Commission

Out of order – not correct, from a parliamentary standpoint, at the particular time

Pending motion- sometimes referred to as pending question; a motion that has been proposed and stated by the chair for the Commission’s consideration and that is awaiting decision by vote

Precedence – the rank or priority governing the motion

Precedent – a course of action that may serve as guide or rule for future similar situations

Procedural motion – motion to assist the Commission in treating or disposing of a main motion; or motion relating to the pending business otherwise at hand

Proposal or proposition – a statement of a motion of any kind for consideration and action

OCCA – Official Code of Georgia Annotated

Quorum – the number of persons that must be present at a meeting of the Commission to enable it to act legally on business; any three (3) of the district commissioners, one of which may be the chair, shall constitute a quorum for any meeting of the Board of the Cherokee County Commission

Recognition - acknowledgement by the chair, giving a person sole right to speak

Reconsider – to review again a matter previously disposed of and to vote on it again; must be made on the same day of business

Regular Meeting/Public Hearing – the scheduled meetings of the Board of Commissioners held on the first and third Thursday of each month

Request – a statement to the chair asking a question or some “right”

Rescind – to nullify or cancel out a previous action; cannot be made if action has already been taken to implement the motion it wishes to rescind

Resolution – a formal motion, usually in writing, and introduced by the word “resolved” that is presented to the Commission for a decision

Ruling – the chair’s decision as it relates to the procedure of the Board

Second – a commissioner’s statement that he/she is willing to have the motion considered

Seriatim – consideration by sections or paragraphs

Special Called Meetings – a meeting called by the Chairman, a majority of the Board, the County Manager, or the County Attorney to conduct emergency business of the County

Statute – a law passed by the Georgia legislature

Super-Majority Vote – A vote of four (4) commissioners if all five (5) are present, or three (3) commissioners if four (4) commissioners or fewer are present.

Technical inquiry – request for information relevant to the business at hand

Tie vote – vote in which the affirmative and negative votes are equal on a motion

Unanimous consent – deciding on a motion without voting on it but where no commissioner voices objection; with single objection a vote must be taken

Unfinished business – any business that is postponed definitely to a time certain

Work Session – the scheduled work sessions of the Board of Commissioners and staff - typically held in the afternoon before the normally scheduled regular meetings.

Cherokee County Boards & Committees Appendix "B"

Board/Committee	Term	# of Members	Appointment	Purpose
Airport Authority	4 years	6	2-Board of Commissioners; 4-Grand Jury	Established for the purpose of overseeing the daily operations and functions of the airport and to ensure its expansion to enhance and promote growth in Cherokee County
Animal Control Advisory Board	4 Years	5	Individual; Concurrent w/appointment Commissioner	To conduct hearings and determine matters as required in section 10-96. The board is further authorized and shall have jurisdiction to conduct such hearings and determine matter provided for in section 10-96 of the Cherokee County Code.
Board of Ethics	7 Years	7	2-Chairman 5-Board of Commissioners	Established for the purpose of a "guardian" for the Board of Commissioners and other government officials within Cherokee County.
Board of Health	Varies	7	2-Board of Commissioners; 5-Serves While in Office	Established by the Georgia Legislature for the purpose of overseeing the operations and functions of the departments of Environmental Health and the Health Department.
Board of Tax Assessors	6 Years	5	Board of Commissioners	Governing body for the determination of property values through out the county and established the tax digest.
Board of Equalization	3 Years	12	Grand Jury	Established as the Appellate level of the Board of Tax Assessors.
Cemetery Preservation Committee	4 Years	5	Individual; Concurrent w/appointment Commissioner	Re-established December 7, 2010. Established for the purpose of providing for the preservation, protection, and maintenance of all such family and community cemeteries, graveyards, and burial grounds.
Cherokee County Development Authority		7	2-Board of Commissioiners; 5-Cities	

Department of Family and Children Services	5 Years	7	Board of Commissioners	Established for the purpose of ensuring that the best interest of the children within this State Agency are adhered to.	
Cherokee Parks & Recreation Advisory Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established by the Board of Commissioners to oversee all recreation issues through out Cherokee County.	
Development Authority of Cherokee County	4 Years	8	Board of Commissioners	Established by the Georgia Legislature for the purpose of developing business in Cherokee County. The Development Authority is called a "statutory authority" because they were established by constitutional amendment to the Georgia Constitution.	
Joint Development Authority of Cherokee & Cobb	6 Years	5	3-Board of Commissioners; 2-Other	Established for the purpose of a "conduit" for State tax breaks in both counties for business and industry.	
Construction Board of Appeals	4 Years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of ensuring that all building code procedures have been adhered to if an appeal is sought over and above the direction of the Building Inspection Department.	
Region 1 DBHDD	3 Years	4	Board of Commisones	Established by the State Legislature	
Fire Code Appeals Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of providing an individual who wishes another level of review to appeal the decision of the Fire Chief.	
Highland Rivers Community Service Board	2 Years	2	Board of Commissioners	Established for the purpose of overseeing the operation of the Highland Rivers Community Center.	
Impact Fee Appeals Board	4 Years	5	Individual; Concurrent w/appointment Commissioner	Established as the Appellate board governing Building Inspection's administration of the Impact Fee Ordinance.	

Lanier Joint Development Authority		3	Board of Commissionoers; Other Counties	Established for the purpose of encouraging cooperation among participating counties in the promotion of quality economic development.	
Lake Allatoona Preservation Authority	4 Years	9	Legislation	Established by the Georgia Legislature to ensure against abuse to the lake.	
Planning Commission	4 Years	9	5-Individual; Concurrent w/appointment Commissioner; 2- Cities; 2-At Large	Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners.	
Region 1 EMS Advisory Board	2 Years	2	Board of Commissioners	Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners.	
Resource Recovery Development Authority (RRDA)	4 Years	5	Board of Commissioners	Established for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities in the County by recovering and utilizing resources contained in sewage, sludge, solid waste, and water resources.	
Sequoyah Regional Library System	3 Years	11	6-Board of Commissioners; 5-Cities	Established for the purpose of overseeing the general operations and functions of the libraries through out the county.	
Wrecker Service Advisory Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of overseeing the operation of the wrecker service companies through out Cherokee County and is the administrator of the wrecker ordinance on behalf of the Board of Commissioners.	
Zoning Board of Appeals	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of hearing appeals concerning provisions of the zoning ordinances.	

SO ADOPTED this ____ day of _____, 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L. B. Ahrens, Chairman

Jason Nelms, Vice Chairman

Harry Johnston, Commissioner

Raymond Gunnin, Commissioner

Brian Poole, Commissioner

FORSYTH~~CHEROKEE~~ COUNTY BOARD OF COMMISSIONERS
2013~~2~~ RULES AND PROCEDURES

TABLE OF CONTENTS

1.0 OPERATIONAL PROCEDURE

Section 1.01 **Meetings**

1.01.01 Regular and Special Meetings

1.01.02 Adjourned Meeting

1.01.03 Executive Session Meetings

Section 1.02 **Quorum**

1.02.01 Adjournment Upon Absence of Quorum at Commencement of Meeting

1.02.02 Adjournment Upon Loss of Quorum During Meeting

Section 1.03 **Chairman**

1.03.01 Election and Duties of Chairman

1.03.02 Appointments by Chairman

1.03.03 Duties Under Georgia Law

| Section 1.04 **Vice-~~C~~hairman**

| Section 1.05 **~~Secretary~~Second Vice-Chairman**

Section 1.06 **Minutes**

1.06.01 Contents of Minutes

1.06.02 Adoption and Correction of Minutes

1.06.03 Attestation of Minutes

Section 1.07 **Agenda**

1.07.01 Consent Agenda

1.07.02 Non-Agenda Item

1.07.03 Postponement of Agenda Items

1.07.04 Postponement, Tabling or Moving of Agenda Items

~~1.07.05 Action on Zoning Requests~~

Section 1.08 **Voting**

1.08.01 Effect of Approval/Denial

~~1.08.02 Pushbutton Voting~~ Method of Vote

1.08.03 Tie Vote

1.08.04 Abstention

1.08.05 Vote on Intergovernmental Agreements

~~1.08.06 County Initiated Rezoning~~

Section 1.09 **Public Participation in Board Meetings**

~~1.09.01 Public Comment Portion~~

Formatted: Font color: Auto

~~1.09.02 Manner of Addressing the Board~~

Formatted: Font color: Red

~~1.09.03 Directing of Comments~~

Formatted: Tab stops: 0.5", Left

~~1.09.04 Questions by Commissioners~~

1.09.025 Public Hearings

Formatted: Tab stops: 2.28", Left

Section 1.10 **Appointments of the Board**

~~1.10.01 Method of Voting on Appointments~~

Formatted: Font color: Red

2.0 DECORUM OF DEBATE

Section 2.01 **Adherence to Agenda**

~~Section 2.02 Commissioner Comment Period~~

Section 2.023 **Discussion of the Issue**

Section 2.034 **Call to Order, Remarks**

Section 2.045 **Discussion Through the Chair**

Section 2.056 **Equal Opportunity**

Section 2.067 **Disruptions**

| Section 2.078 **Call to Order, Action**

3.0 PROCEDURE IN MEETINGS

Section 3.00 **Motions**

Section 3.01 **Ranking Motions**

- 3.01.01 Main Motions
- 3.01.02 Amending
- 3.01.03 Refer
- 3.01.04 Hold to a Time Certain (Postpone)
- 3.01.05 Limit Discussion (or Debate)
- 3.01.06 Call to Question
- 3.01.07 Question of Privilege
- 3.01.08 Recess
- 3.01.09 Adjourn

Section 3.02 **Motions Used to Bring Back an Issue**

- 3.02.01 Motions to Amend Something Previously Adopted
- 3.02.02 Reconsider the Vote
- 3.02.03 Rescind

Section 3.03 **Incidental Motions**

- 3.03.01 Point of Information
- 3.03.02 Point of Order
- 3.03.03 Appeal from the Chair's Decision
- 3.03.04 Parliamentary Inquiry
- 3.03.05 Divide the Motion
- 3.03.06 Consider by Paragraph
- 3.03.07 Request to Withdraw a Motion

3.03.08 Consider En Gross

4.0 PARLIAMENTARIAN

5.0 PARLIAMENTARY AUTHORITY

6.0 AMENDMENTS

APPENDIX "A" Parliamentary Definitions

APPENDIX "B" Cherokee County Boards and Committees List

1.0 OPERATIONAL PROCEDURE

SECTION 1.01 MEETINGS

1.01.01 Regular Meeting/Public Hearings, Work Sessions and Special Called Meetings of the ForsythCherokee County Commission (also referred herein as the "Commission," the "Commissioners" or the "Board"). Regular Meeting/Public Hearings and Work Sessions are scheduled recurring meetings of the Commission to conduct or discuss the ongoing business of the County. Special Called Meetings are to conduct emergency business and the Chairman; a majority of the Board, the County Manager, or the County Attorney may call for a Special Called Meeting.

1.01.02 An **Adjourned Meeting** is a continuation of the meeting immediately preceding, whether a regular or special meeting:

- a. If the scheduled business of the Commission is not completed due to time constraints or emergency, the meeting shall be adjourned to the following day or a specific day scheduled by the Commission to allow for the completion of pending business;
- b. In an adjourned meeting (regular or special), only business which would have been proper to consider at that meeting may be considered and acted upon at the adjourned meeting;
- c. Adjourned meetings resume business under the same rules, limitations and rights as the original meeting from which it was adjourned;
- d. The continuation of a public hearing will be allowed provided it is postponed to a certain date.

1.01.03 **Executive session meetings** shall be conducted in accordance with O.C.G.A. Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time.

Formatted: Highlight

SECTION 1.02 QUORUM

Any three (3) of the district Commissioners shall constitute a quorum for any meeting of the ForsythCherokee County Commission.

1.02.01 If a quorum is not present thirty (30) minutes following the scheduled hour for convening, the chairman or the vice-chairman, or in their absence, the secretary second vice-chairman (or his/her designee), may adjourn the meeting. By unanimous consent, those present may select another hour and day for the meeting.

1.02.02 If during the meeting there ceases to be a quorum, all business must stop, except that the Board, by majority votes to be recorded in the minutes (naming those present at the time of the vote) may:

- a. Set another day at which to reconvene;
- b. Adjourn and return at the next regular meeting; and
- c. Recess to determine if a quorum will be present within a short period of time.

SECTION 1.03 CHAIRMAN

1.03.01 ~~The chairman shall be elected by the majority of the Board no sooner than the 1st meeting in January and no later than the 2nd meeting of January and shall serve for a period of one year.~~

The chairman shall have the same rights and privileges of the other Commissioners and no other authority above and beyond any other commissioner, except as described below.

Formatted: Indent: Hanging: 1"

~~As a facilitator and guide to the Board, the chairman, in conjunction with the Board, should work to establish and implement the vision, mission, and values of the community.~~

The chairman's primary responsibility is to insure efficient and productive meetings of the Board with his/her duties to include:

- a. Presiding over meetings of the Commission;
- b. Calling the meeting to order at the scheduled hour;
- c. Determining that a quorum is present;
- d. Preserving decorum and order at all meetings;
- e. Making the Commissioners aware of the substance of each motion;
- f. Calling for the vote;
- g. Announcing the results of each vote; and
- h. Calling for a recess at such times as deemed advisable.

1.03.02 The chairman, upon approval of a simple majority vote, may appoint representatives from the Board to serve on various committees and as liaison to various departments.

The chairman, or his/her designee, may serve as a representative of the Board of Commissioners as various local, regional or state groups, boards or events.

The chairman may succeed himself/herself. The chairman can make motions, debate, and vote or abstain on motions.

1.03.03 The chairman shall exercise other duties as prescribed under Georgia law.

SECTION 1.04 VICE-CHAIRMAN

By tradition, the vice-chairman rotates among the district commissioners. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair.

The vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

~~The vice-chairman may succeed himself/herself.~~

SECTION 1.05 ~~SECRETARY~~ SECOND VICE-CHAIRMAN

By tradition, the ~~secretary~~ second vice-chairman position rotates among the district commissioners, with the second vice-chairman becoming the vice-chairman in the subsequent year. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The ~~secretary~~ second vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair and the vice-chair.

The second vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

~~The secretary may succeed himself/herself.~~

SECTION 1.06 MINUTES

1.06.01 All actions of the Commission, except for actions described in the O.C.G.A., Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time, shall be accurately recorded by the clerk (or his/her designee) in the minutes which shall include:

- a. All main motions, exactly as worded when adopted (including amendments or stipulations);
- b. The name of the maker of all important motions.
- c. Disposition of all main motions, whether
 - 1) Adopted;
 - 2) Defeated;
 - 3) Referred to committee or to staff for further information or recommendation; and
 - 4) Held until _____ (a definite time/date).
- d. How each commissioner voted.
- e. Commissioner's comments (these are only printed in the minutes if, when requested by the commissioner, the majority votes to have the remarks included).

1.06.02 The responsibility for correcting and approving the minutes shall be vested only in the members of the Commission. The minutes shall be adopted at the next regular meeting of the Board. The minutes of each meeting shall indicate their subsequent approval/correction. The minutes may be corrected whenever an error is noticed regardless of the time which has elapsed. The Board may correct the minutes of a previous meeting prior to the adoption with a majority approval of the Board. The Board may otherwise correct errors in minutes that have been adopted with a majority approval of the Board.

1.06.03 The County Clerk or the Deputy County Clerk shall attest to the Minutes.

SECTION 1.07 AGENDA

- a. An agenda for the Regular Meetings/Public Hearings will be prepared by the County Manager with the advice of the Commissioners. Drafts of the agendas and will be available to the Commissioners no later than ~~noon-noon~~ of the Friday preceding the Regular Meeting. Any ~~two~~ Commissioners may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is ~~54:00~~ PM on the ~~Monday-Friday that is eight (8) working days~~ preceding the Regular Meeting.
 - a. ~~Any Commissioner may request additional information for any agenda item.~~
- b. An agenda for the Work Session will be prepared by the County Manager with the advice of the Commissioners ~~and will be available to the Commissioners.~~ Drafts of the Work Session agenda will be available to the Commissioners no later than noon of ~~the~~

Formatted: Indent: Left: 0", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.6" + Tab after: 1" + Indent at: 1", Tab stops: Not at 1"

Formatted: Font color: Black

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 0.5"

~~the Friday preceding the Work Session day (typically Friday) that is two (2) working days preceding the Work Session. Any two Commissioners may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 5:00:00 PM on the Friday preceding the Work Session.~~

Formatted: Font color: Black

~~b. day (typically Monday) that is six (6) working days preceding the Work Session. Any Commissioner may request additional information for any agenda item~~

Formatted: Indent: Left: 0.5", No bullets or numbering

c. While it is usual for unfinished business (that referred or held from another meeting) to be considered prior to new business, the order of business listed in any published agenda may be changed when it seems advisable to ~~4/5a majority~~ of the Commission. ~~Should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

d. After the cutoff time for either Regular Meetings or Work Sessions, no additional items shall be added to the agenda other than those deemed necessary for the operation or functioning of the County as recommended by the County Manager, County Attorney, or any two Commissioners. Any item added to the agenda after the cutoff time but prior to formal publication of the agenda will be included in the published agenda, but support and backup documentation will only be inserted into the Commissioners' agenda books if the County Clerk has adequate time to make such additions. If backup documentation is not included in the agenda books due to time constraints, the party(ies) seeking the late addition shall be required to utilize best efforts to distribute backup documentation to Board members. An item that is proposed to be placed on the agenda after the publication of the agenda, may be so placed only if in conformance with Section 1.07.02.

1.07.01 All items contained in the ~~c~~**consent a**genda may be voted on en gross. ~~The County Manager shall determine suitable items for the consent agenda.~~ Prior to voting on the consent agenda, any ~~two C~~**Commissioners** may remove an item from the ~~c~~**Consent a**genda and place it on the regular agenda for discussion. ~~Items for the consent agenda require either a 5-0 vote of the commission during a work session, or if no commissioner objects to the placement of a consent agenda item requested by county staff. An item that is legitimately discussed during executive session may likewise be placed on the consent agenda if there is unanimity by the Board for such placement.~~

1.07.02 A **non-agenda item** shall be defined as that which is deemed by a Commissioner to require urgent attention but has not been placed on the published agenda. Such a non-agenda item may be added to any Regular Meeting/Public Hearing or Work Session meeting agenda subject to the following conditions:

a. Adequate information, including the specific topic, shall be given on any items requested to be added as non-agenda items.

b. ~~A vote of 4/5 majority shall be required to add a non-agenda item.~~

~~b. Should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

Formatted: Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.54" + Tab after: 1" + Indent at: 1", Tab stops: Not at 1"

1.07.03 During adoption of the agenda for either a regular meeting or work session, a majority vote shall be required to postpone or remove any published agenda item, except as otherwise provided in Sections 1.07(a) and (b) of these rules.

Formatted: Indent: Left: 1.5", No bullets or numbering

1.07.04 Subject to the priority of Motions set forth in Section 3.01, at any time during a Regular Meeting/Public Hearing an agenda item may be postponed, tabled, or moved to a future Regular Meeting/Public Hearing or Work Session agenda by a majority vote.

Formatted: Indent: Left: 1.5"

~~**1.07.05** Unless otherwise scheduled by majority vote of the Board, actions on rezoning requests will be taken by the Board at the second regular scheduled meeting following the hearing of the Planning Commission (the Regular Meeting occurring on the third Thursday of the month following the hearing by the Planning Commission).~~

SECTION 1.08 VOTING

1.08.01 Formal voting on Board matters will ordinarily occur only during a **Regular Meeting/Public Hearing** or during a **Special Called Meeting**. Any votes taken during a **Work Session** will ordinarily be for ~~the procedural purposes, such as of a~~ authorizing placement of such item to the agenda of a Regular meeting/Public Hearing. ~~As discussed in Section 1.07.01, a unanimous vote of support for an agenda item during a Work Session shall authorize placement of that item on the next available Regular Meeting/Public Hearing consent agenda. A vote of support for a Work Session agenda item that is less than unanimous shall result in the agenda item being placed on the next available Regular Meeting/Public Hearing new business agenda or old business agenda, as applicable. In the event that a Work Session agenda item is deemed time critical by the Chairman, any two Commissioners, County Manager, or County Attorney, then a substantive and binding vote shall be allowed during a Work Session.~~

1.08.02 All votes shall be taken by ~~lighted pushbutton~~ voice vote or show of hands. An affirmative vote of a majority of the members of the Board in attendance shall be required to adopt a motion unless otherwise noted in this document. If a Motion to Approve an item is defeated by the vote, the vote does not constitute an affirmative denial of the item. Instead, a Motion to Deny should immediately follow to bring closure to the item. Likewise, if a Motion to Deny an item is defeated by the vote, the vote does not constitute an affirmative approval of the item. Instead, a Motion to Approve should immediately follow to bring closure to the item. **(Need to Discuss)**

Formatted: Highlight

1.08.03 A tie vote shall cause all **procedural motions** to be defeated. A tie vote on a **main motion** shall keep the motion as pending before the Board and the motion shall be rescheduled for another time.

1.08.04 No commissioner who is present at any meeting of the Commission at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling or act except when, with respect to any such commissioner, there is or appears to be a possible conflict of interest as described in the ForsythCherokee County Ethics Ordinance. In such cases, the abstaining commissioner shall give his/her reason for abstaining.

1.08.05 Any vote taken on an intergovernmental agreement shall require an affirmative vote of at least four (4) Commissioners.

Should an intergovernmental agreement not receive a 4/5 vote, any commissioner may immediately make a motion to add the intergovernmental agreement item on the next public hearing agenda. Upon a second, and simple majority vote, the item will be added to the next public hearing agenda. Following the public hearing, the intergovernmental agreement item can be passed by affirmative vote by a simple majority of the Board. (Need to Discuss)

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Highlight

1.08.06 A County-initiated rezoning of land shall be permissible. However, prior to placement of the legal advertisement for such a rezoning in the legal organ, a majority of the Board of Commissioners shall be required to authorize placement of such legal advertisement. A vote in favor of placement of the legal advertisement for a County-initiated rezoning shall not be deemed nor construed as a vote in favor of the rezoning itself. If a proposed County-initiated rezoning is related to an item that is otherwise a permissible topic for Board discussion during a closed meeting, the requisite authority to commence the legal advertisement may be provided in closed session without the requirement of a formal vote in open session.

SECTION 1.09 PUBLIC PARTICIPATION IN BOARD MEETING

The Cherokee County Board of Commissioners welcomes visitors to board meetings and is willing to hear any person or persons desiring to appear before the Board who is not currently an announced candidate for public office or a salaried member of the county staff. 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.

Formatted: Font: 12 pt

1.09.01 Persons wishing to address the Board shall do so during the **Public Comment Portion** of the agenda.

- a. At each regular meeting of the Commission, a fifteen (15) minute period, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

~~whichever first occurs. No prior reservations will be taken for these slots. Each speaker will be allotted a maximum of three (3) minutes for their presentation. Forsyth County residents will be allowed to address the Board first, with non-county residents to follow until the allotted time has expired.~~

- ~~b. An extension to the thirty (30) minute scheduled public comment session, and/or an extension of the three (3) minute limit per person, may be granted by a majority vote of the Commission.~~
- ~~c. If so directed by the Board, a written response to each speaker will be provided by the appropriate County Staff person, usually within thirty (30) days.~~
- ~~d. If so directed by the Board, when a request for special action or a grievance has been heard, the matter will be referred to the county manager (or his/her designee) who will prepare a response to the matter. If necessary, action on the matter for consideration of the Commission will be placed on the agenda for the second regular meeting following the date of the comment~~

~~**1.09.02** All persons shall address the Commission in the following manner:~~

- ~~a. State his/her name and state address if desired (address is required only on the sign-in list and may be omitted if the speaker does not wish to receive a written response).~~
- ~~b. The speaker shall be required to state:
 - ~~1) whether he/she is speaking for himself/herself or for another;~~
 - ~~2) if he/she represents an organization or represents a policy established by an organization or governing body and whether he/she is being compensated by the person(s) for whom he/she speaks; and~~
 - ~~3) whether he/she or any member of his/her immediate family has a personal interest in the pending matter.~~~~

~~**1.09.03** 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.~~

~~**1.09.04** Questions from Commissioners may be asked for clarification. However, no person shall be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the chair.~~

Formatted: Font color: Red

~~1.09.025~~ Persons wishing to address the Board of Commissioners in **duly advertised public** ~~Public Hearings~~ will be heard. Each speaker should sign up on the sign-up sheet located on the table in the entry way to the Commissioners' Meeting Room. Individuals shall be heard by the Board in the order listed on the sign-up sheet. ~~Comments shall be made from the podium and the speaker should first give their name and address.~~ Each speaker should be allotted a maximum of three minutes. Said time limit per person may be lengthened or shortened for a given speaker, or for all speakers on a given matter, or for all speakers in a given meeting, ~~at the Chairman's discretion, subject to override~~ by a majority vote of the Commission. Proponents of a particular item shall be afforded a maximum of ~~fifteen~~ (15) minutes and an equal maximum time period shall be afforded for presentation by opponents of each item. ~~The Board of Commissioners will adopt, from time to time, a public hearing schedule to be placed on file with the clerk and posted as required by law.~~

Formatted: Font color: Auto

SECTION 1.10 APPOINTMENTS OF THE BOARD

~~1.10.01~~ **Appointments by the Board of Commissioners shall be made as necessary** ~~are made by one of the following:~~

Formatted: Font color: Auto

Formatted: Font: Bold, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: Bold, Font color: Auto

Formatted: Font color: Auto

Formatted: Font: Bold, Font color: Auto

Formatted: Font color: Auto

~~a. When it has been determined, by rotation or some other manner, that it is the "turn" of a particular commissioner to nominate a candidate for a position, such candidate must be elected by a majority of the Board. Individual Commissioner appointment; such candidate is appointed by the District Commissioner and requires no vote.~~

~~a.~~

Formatted: Indent: Left: 1.5", No bullets or numbering

~~b. If the nominee fails to receive a majority vote, the commissioner who made the nomination may nominate another candidate(s) until the position is filled by majority vote. Board of Commissioners appointment; such candidate must be elected by a majority of the Board.~~

Formatted: Tab stops: Not at 1"

~~b. 1.10.02 Cherokee County's Boards and Committees List, outlining appointment type and term information is attached as Appendix "B".~~

Formatted: Font color: Auto

Formatted: Indent: Left: 1.5", No bullets or numbering

Formatted: No bullets or numbering

Formatted: Font: Bold, Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font: Bold, Font color: Auto

Formatted: Font color: Red

2.0 DECORUM OF DEBATE

The following practices shall be followed in the discussions (debate) on motions and matters presented to the Board of Commissioners.

SECTION 2.01 ADHERENCE TO AGENDA

In discussion, the remarks made by the Commissioners shall be confined to the motion or matters immediately before the body.

~~SECTION 2.02 COMMISSIONER COMMENT PERIOD~~

~~Concerning the opportunity for Commissioners to address the public at regular meetings:~~

- ~~a. Each commissioner shall have an opportunity to address the public on any topic during the Announcements portion of the Board's regular meeting for no more than five (5) minutes.~~
- ~~b. During these remarks, a commissioner must observe the same rules of decorum as those below in Section 2.03, and may be called to order by the chairman or another commissioner if there is a breach of those applicable rules;~~
- ~~c. A commissioner may not use this time to interrogate another commissioner, staff or citizens. No one shall attempt to enter into discussion with a commissioner who has chosen to avail himself/herself of this opportunity to share his/her opinions with the public.~~

SECTION 2.023 DISCUSSION OF THE ISSUE

In discussion, a commissioner may condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities, and under no circumstances may he/she attack or question the motives of another commissioner or staff. The issue, and not a person shall be the item under discussion.

SECTION 2.034 CALL TO ORDER, REMARKS

The chair shall immediately call as "out of order" any remarks made in regards to comments outside the issue being addressed; or another commissioner may call this breach of procedure to the attention of the chair and other Commissioners. In either case, the errant commissioner shall immediately cease the breach of decorum and continue with his/her remarks confined to the remarks confined to the issue.

| **SECTION 2.0~~45~~** **DISCUSSION THROUGH THE CHAIR**

All discussion shall be made through the chair, and one commissioner may not interrogate another commissioner or person speaking from the public except through the chair (or with the permission of the chair).

| **SECTION 2.0~~56~~** **EQUAL OPPORTUNITY**

After a commissioner has spoken or asked questions on a matter before the Commission, other commissioners shall be given the opportunity to speak. If no other commissioner wishes to speak to the issue, the commissioner may continue speaking to the issue.

| **SECTION 2.0~~67~~** **DISRUPTIONS**

During discussion or voting, a commissioner shall not disturb the other Commissioners in any way that may be considered disruptive to the proceedings or hamper the transaction of business.

| **SECTION 2.0~~78~~** **CALL TO ORDER, ACTION**

The chair may rule as “out of order” any action deemed inappropriate or dilatory and may interrupt a speaker for reasons deemed necessary by the chair. The chairman shall say, “Commissioner, those remarks are out of order. Please cease this line of comments and restrict your comments to the inquiry and the merits of the agenda item.”

3.0 PROCEDURE IN MEETINGS

SECTION 3.00 MOTIONS

Prior to taking the vote, the chair, or at his/her request the clerk, should re-state the motion (or resolution) or its substance.

SECTION 3.01 RANKING MOTIONS

These motions shall take precedence in order in which they are listed below:

- a. Adjourn;
- b. Recess;
- c. Motions of privilege;
- d. Call the question;
- e. Limit discussion or debate by the Commission;
- f. Hold until a time certain;
- g. Refer back to staff/committee; or refer to staff/committee;
- h. Amend;
- i. Main motion.

3.01.01

A **main motion** shall be a motion whose introduction brings business before the Commission. Main motions require a second and will fail in the absence of a second.

~~a. **Assumed Main Motions.** A recommendation from staff, or another item published in the agenda for action, shall be handled as an **Assumed Main Motion** by the chair. This, the chair shall, upon the conclusion of a report, state, "The question (or motion) before you is..." (stating the motion in the affirmative). No second will be required in these instances and the chair, in assuming such motion, is not presumed to be in favor of the motion and may speak against it if he/she so wishes.~~

~~a.~~
1) Possible **dispositions** of a main motionsuch a motion assumed by the chair include:

Formatted: Indent: Left: 1", First line: 0"

- a) 1) Adopt;
- b) 2) Amend and adopt with amendments (or stipulations);
- c) 3) Defeat;
- d) 4) Refer ~~back~~ to staff/committee; ~~or refer to staff/committee~~;
- e) 5) Hold until (a definite time).

Formatted: Indent: Left: 2", No bullets or numbering

- 2) b. Incidental motions such as consider en gross, consider by paragraph, or divide the motion (each described in Section 3.03) may also be applied to ~~such assumed~~ main motions.

Formatted: Indent: Left: 1.38", No bullets or numbering

~~b. **Other Main Motions** (motions that are incidental or relating to business of the Commission, or its past or future action, or arising as **Non-agenda Items** [see Section 1.07.02]) shall require a second, and, if such motions fail to obtain a second, the chairman shall state, "Since there is no second, the motion is not before this meeting."~~

3.01.02 Concerning the **amending** of particular motions:

- a. If a commissioner feels that the main motion might be more acceptable in a way other than the way presented, the commissioner may amend through substitution, insertion of stipulations, striking out portions, or striking out and inserting portions. Such proposed amendments shall require a second, allow for discussion, and require a majority vote on the proposed amendment.
- b. If a proposed amendment fails to obtain a majority vote, the main motion considered shall be the one originally presented.
- c. An amendment must be germane (relating to the substance of the main motion) and may not introduce an independent question.
- d. Improper amendments shall be:
 - 1) one which is not germane;
 - 2) one which would make the adoption of the amended motion equivalent to a rejection of the motion;
 - 3) one which is frivolous or absurd.

3.01.03 If the Commissioners feel that adequate information has not been given, the Board may, by majority vote, **refer** the motion to staff (or an agency, committee, etc.) for more information. A date may be set for hearing the additional information or it may be open-ended. This motion shall require a second and shall be debatable only as to whether or not it shall be referred to whom it shall

be referred, or when the person to whom it is referred shall report back. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to refer.

- 3.01.04** A motion to **hold to a time certain (postpone)** may be used if a majority of the Commission feels that the motion before them should be considered at a more convenient time or if the discussion shows that a final decision should be made at a later time or date. This motion shall be used if the Commissioners themselves feel that they may obtain information that is needed or that the facts as presented are not adequate for their final vote. A second shall be required and discussion shall be limited to the reason for holding the motion or the time to which it is to be held. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to hold.

The continuation of a public hearing will be allowed provided it is postponed to a certain date.

- 3.01.05** If a commissioner feels that a set period of time for discussion of a motion should be adopted as to time for the motion as a whole, or as to individual time given, the commissioner may move to “**limit discussion (or debate)** to minutes.” This motion shall require a second and no discussion on the motion shall be allowed. It shall require a 4/5 super-majority vote to adopt. ~~Should only four (4) members of the Commission be present, a unanimous vote shall be required. A super-majority vote is defined as four (4) commissioners if all five (5) are present, or three (3) commissioners if only four (4) or three (3) commissioners are present.~~

- 3.01.06** A commissioner may “**call the question**” (a motion to end discussion) when it is clear that further discussion is unnecessary or that discussion is becoming repetitive. This motion shall require a second and no discussion on the motion shall be allowed. It shall require a 4/5 super-majority vote to adopt. ~~Should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

- 3.01.07** If any matters occur such as to impede a commissioner in attending to the business, e.g., too much noise, the microphone not working, matters that affect the safety, orderliness, or comfort of the Commissioners, or affects the honor of an individual commissioner, such commissioner may state to the chairman that he/she has a **question of privilege** and the matter must be addressed before the pending business of the Commission continues. No vote is required unless a motion arises out of the privilege.

- 3.01.08** A **recess** may be taken as it appears on the agenda or declared by the chair when he/she deems it advisable or by a motion from a commissioner. If the motion is made by a Commissioner, a second and an affirmative majority vote shall be required to recess.

3.01.09 The highest-ranking motion shall be the motion to **adjourn**, requiring a second and majority vote with no discussion allowed, except that the motion shall contain a time to hear any non-completed items on the agenda, if such exist. If all business on the agenda has been completed, the chair may assume the motion and, without a second, obtain unanimous consent to adjourn.

SECTION 3.02 MOTIONS USED TO BRING BACK AN ISSUE

Except as otherwise provided by law, if a commissioner wishes to bring back to the Board a matter which has been adopted, he/she may do so through the motions to reconsider, rescind and amend something previously adopted. These shall have the same rank as a main motion.

3.02.01 If a commissioner wishes to amend an action taken at a previous meeting, the **Motion to Amend Something Previously Adopted** shall be followed and may be used by any commissioner regardless of how he/she originally voted. This motion shall be used when the Commission desires to change only a part of the text or to substitute a different version for a matter that was previously adopted. A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A super-majority vote ~~of 4/5~~ shall be required if the item is not on the official agenda, ~~except that, should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

A Motion to Amend cannot be used when something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be amended.)

3.02.02 If in the same meeting, new information or changed situations make it appear that a different result might reflect the will of the Board, any commissioner (regardless of how he/she originally voted on the matter) may move to **Reconsider the Vote**. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision but simply shall propose that the motion be reopened for discussion and another vote taken. A second shall be required to this motion and discussion shall be allowed as to the reasons for wishing to reconsider the vote. A majority vote shall be required to adopt the motion to reconsider.

3.02.03 If a Commissioner wishes to annul an action taken at a previous meeting, the motion to **Rescind** may be used by any commissioner regardless of how he/she originally voted on the matter. The motion to rescind shall require prior notice at a regularly scheduled meeting of the intent to rescind a motion at the next scheduled meeting. The motion to rescind shall not be in order if:

- a. the motion to reconsider is-has already been made and defeated, i.e., at at the same meeting;

~~b. the motion to reconsider was taken and lost;~~

~~b.e.~~ the matter is routine and only part of the action needs to be changed, in which case the motion to “amend something previously adopted” shall be used;

~~ce.~~ something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be rescinded.).

A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A ~~super-majority~~ vote ~~of 4/5~~ shall be required if the item is not on the official agenda, ~~except that, should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

SECTION 3.03 INCIDENTAL MOTIONS

Incidental motions have no rank but shall be decided immediately before business may proceed and may be used throughout the meeting as follows:

3.03.01 Point of Information is a request, directed to or through the chair, for information relevant to the business at hand, but not related to parliamentary procedure.

3.03.02 A commissioner may call for a **Point of Order** if he/she believes that the chair has failed to notice a breach in the rules. The point of order shall require the chair to make a ruling on the question involved.

3.03.03 Whenever a commissioner believes that the chair is mistaken in his/her ruling, a commissioner may **Appeal the Chair’s Decision**. An appeal shall require a second and shall be debatable with the chair speaking first to explain his/her ruling. The chair may also close out the debate with a statement defending the ruling. An appeal may be made only on a ruling and may not be made:

- a. in response to a parliamentary inquiry or point of information.
- b. in areas that challenge verifiable rulings of factual nature.

The chair shall state the motion as “Shall the chair’s decision be sustained?” A tie vote shall sustain the chair because a majority of those voting shall be required to overturn the chair’s ruling.

3.03.04 A **Parliamentary Inquiry** is a question directed to the chair to obtain information on a matter of parliamentary law or the rules of the Commission. The chair will

answer such questions or may ask the county attorney or parliamentarian for an opinion. The chair's reply, whether or not he/she has requested advice from the county attorney or parliamentarian, is an opinion, not a ruling. If a commissioner does not agree with the chair's opinion, he/she may act in a way contrary to this opinion and if ruled out of order may then appeal the chair's ruling. The chair is not obligated to respond to hypothetical questions.

3.03.05 If the motion presented contains two (2) or more parts capable of standing as separate motions, a commissioner may move to “**Divide the Motion.**” This motion shall require a second and discussion shall be allowed only on why it should or should not be divided. A majority vote shall be required to adopt the motion to “divide the motion.”

3.03.06 If a main motion is in the form of a resolution or document containing several paragraphs or sections which are not separate motions but could be discussed more efficiently if discussed in sections, a motion to **Discuss by Paragraphs, Sections, or Numbered Agenda Items under a “tab”** may be made. A second shall be required and discussion shall be brief as to the necessity for the action. A majority vote shall be required to “consider by paragraphs, Sections, or numbered agenda items under a ‘tab’.”

3.03.07 Once a motion has been moved and seconded, it belongs to the entire Commission and not to the maker of the motion; therefore, if a commissioner wishes to **withdraw a motion** that is officially before the Board, action of the Board must be taken in either of the following ways: **(Need to Discuss)**

- a. The chair may ask the Board if there are any objections to the motion being withdrawn. If there are no objections, the motion shall be withdrawn by unanimous consent, without the need for the seconder to withdraw his/her second;
- b. If there is an objection to the motion being withdrawn, then the chair shall take an official vote, a second being required. A majority vote shall be required to adopt the motion to “withdraw the motion.”

3.03.08 If a commissioner feels that time could be saved by acting on all of the agenda items under a “tab,” he/she may move that it be “**Considered en Gross.**”

Formatted: Highlight

4.0 PARLIAMENTARIAN

The county attorney or his/her designee shall serve as parliamentarian and shall advise and assist the chair and the Commission in matters of parliamentary law. A professional parliamentarian may be consulted as deemed necessary.

5.0 PARLIAMENTARY AUTHORITY

The latest edition of **ROBERT'S RULES OF ORDER NEWLY REVISED** shall govern meetings of the ~~Forsyth~~Cherokee County Board of Commissioners in all areas in which it is applicable and in which it is not inconsistent with these rules adopted by the Commissioners or higher law.

6.0 AMENDMENTS

These rules may be amended by a 4/5 super-majority vote of the entire Commission at a regular meeting or special meeting of the Forsyth Cherokee County Board of Commissioners, provided notice has been given of the amendment(s) at the meeting prior to the vote on the amendment(s).

APPENDIX "A"

Parliamentary Definitions

The following parliamentary definitions apply to the **RULES OF PROCEDURE FOR THE FORSYTHCHEROKEE COUNTY BOARD OF COMMISSIONERS.**

Adjourn – to officially terminate a meeting

Adjourned meeting – a meeting that is a continuation at a later time of a regular or special meeting

Adopt – to approve or pass by whatever vote is required for the motion

Affirmative vote – a vote in favor of the motion as stated

Agenda – the official list of items of business planned for consideration during the meeting

Approval of minutes – formal acceptance of the record of a meeting, thus making this record the official minutes of the Commission

Board – the ForsythCherokee County Board of Commissioners

Chair – the presiding commissioner

Clerk – the duly appointed County Clerk or Assistant Clerk

Commission– the ForsythCherokee County Board of Commissioners

Commissioner – any person elected to that position

Common parliamentary law – the body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization; does not include statutory law or particular rules adopted by any organization or board

Convene – to open a meeting

Debate – formal discussion of a motion under the rules of parliamentary law and more often herein referred to as discussion

Defer or hold – to delay action by referring the motion to staff (or an agency, committee, etc) for more information, or by postponing a vote to a certain time

Demand – an assertion of a parliamentary right by a commissioner

Dilatory motions or tactics – misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting

Floor – when a person received formal recognition from the chair, he/she “has the floor” and is the only person entitled to speak

Germane amendment – an amendment relating directly to the motion to which it is applied

Germane discussion – discussion relating directly to the matter involved

Hearing – a meeting for the purpose of listening to the views of an individual or of a particular group on a particular subject

In order – permissible and right from a parliamentary standpoint

Majority vote – an affirmation vote of at least three (3) Commissioners, one of which may be the chair

Minutes – the legal record of the action of the Commission after the record has been approved by vote of the body

Motion – a proposal submitted to the Commission for its consideration and decision; it is introduced by the body

Objection – the formal expression of opposition to a proposed action

Order of business – the adopted order in which the business is presented to the meeting of the Commission

Out of order – not correct, from a parliamentary standpoint, at the particular time

~~**Parliamentary authority** – the code of procedure adopted by the Board as its parliamentary guide, governing in all parliamentary situations not otherwise provided for in the charter, the RULES OF PROCEDURE FOR THE FORSYTH COUNTY BOARD OF COMMISSIONERS~~

Pending motion- sometimes referred to as pending question; a motion that has been proposed and stated by the chair for the Commission’s consideration and that is awaiting decision by vote

Precedence – the rank or priority governing the motion

Precedent – a course of action that may serve as guide or rule for future similar situations

Procedural motion – motion to assist the Commission in treating or disposing of a main motion; or motion relating to the pending business otherwise at hand

Proposal or proposition – a statement of a motion of any kind for consideration and action

OCGA – Official Code of Georgia Annotated

Quorum – the number of persons that must be present at a meeting of the Commission to enable it to act legally on business; any three (3) of the district commissioners, one of which may be the chair, shall constitute a quorum for any meeting of the Board of the ForsythCherokee County Commission

Recognition - acknowledgement by the chair, giving a person sole right to speak

Reconsider – to review again a matter previously disposed of and to vote on it again; must be made on the same day of business

Regular Meeting/Public Hearing – the scheduled meetings of the Board of Commissioners held on the first and third Thursday of each month

Request – a statement to the chair asking a question or some “right”

Rescind – to nullify or cancel out a previous action; cannot be made if action has already been taken to implement the motion it wishes to rescind

Resolution – a formal motion, usually in writing, and introduced by the word “resolved” that is presented to the Commission for a decision

Ruling – the chair’s decision as it relates to the procedure of the Board

Second – a commissioner’s statement that he/she is willing to have the motion considered

Seriatim – consideration by sections or paragraphs

Special Called Meetings – a meeting called by the Chairman, a majority of the Board, the County Manager, or the County Attorney to conduct emergency business of the County

Statute – a law passed by the Georgia legislature

Super-Majority Vote – A vote of four (4) commissioners if all five (5) are present, or three (3) commissioners if four (4) commissioners or fewer are present.

Technical inquiry – request for information relevant to the business at hand

Tie vote – vote in which the affirmative and negative votes are equal on a motion

Unanimous consent – deciding on a motion without voting on it but where no commissioner voices objection; with single objection a vote must be taken

- Formatted: Font: Bold
- Formatted: Font: Not Bold

Unfinished business – any business that is postponed definitely to a time certain

Work Session – the scheduled work sessions of the Board of Commissioners and staff - typically held ~~on-in the afternoon before the normally scheduled regular meetings, the second and fourth Tuesday of the month~~

SO ADOPTED this ____ day of _____, 20132.

FORSYTHCHEROKEE COUNTY BOARD OF COMMISSIONERS

~~Brian R. Tam~~L. B. Ahrens, Chairman

~~Patrick B. Bell~~Jason Nelms, Vice Chairman

~~Ralph J. Amos, Secretary~~Harry Johnston, Commissioner

~~Jim Boff, Member~~Raymond Gunnin, Commissioner

~~Todd Levent, Member~~Brian Poole, Commissioner

Cherokee County Boards & Committees Appendix "B"

Board/Committee	Term	# of Members	Appointment	Purpose
Airport Authority	4 years	6	2-Board of Commissioners; 4-Grand Jury	Established for the purpose of overseeing the daily operations and functions of the airport and to ensure its expansion to enhance and promote growth in Cherokee County
Animal Control Advisory Board	4 Years	5	Individual; Concurrent w/appointment Commissioner	To conduct hearings and determine matters as required in section 10-96. The board is further authorized and shall have jurisdiction to conduct such hearings and determine matter provided for in section 10-96 of the Cherokee County Code.
Board of Ethics	7 Years	7	2-Chairman 5-Board of Commissioners	Established for the purpose of a "guardian" for the Board of Commissioners and other government officials within Cherokee County.
Board of Health	Varies	7	2-Board of Commissioners; 5-Serves While in Office	Established by the Georgia Legislature for the purpose of overseeing the operations and functions of the departments of Environmental Health and the Health Department.
Board of Tax Assessors	6 Years	5	Board of Commissioners	Governing body for the determination of property values through out the county and established the tax digest.
Board of Equalization	3 Years	12	Grand Jury	Established as the Appellate level of the Board of Tax Assessors.
Cemetery Preservation Committee	4 Years	5	Individual; Concurrent w/appointment Commissioner	Re-established December 7, 2010. Established for the purpose of providing for the preservation, protection, and maintenance of all such family and community cemeteries, graveyards, and burial grounds.
Cherokee County Development Authority		7	2-Board of Commissioiners; 5-Cities	

Department of Family and Children Services	5 Years	7	Board of Commissioners	Established for the purpose of ensuring that the best interest of the children within this State Agency are adhered to.	
Cherokee Parks & Recreation Advisory Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established by the Board of Commissioners to oversee all recreation issues through out Cherokee County.	
Development Authority of Cherokee County	4 Years	8	Board of Commissioners	Established by the Georgia Legislature for the purpose of developing business in Cherokee County. The Development Authority is called a "statutory authority" because they were established by constitutional amendment to the Georgia Constitution.	
Joint Development Authority of Cherokee & Cobb	6 Years	5	3-Board of Commissioners; 2-Other	Established for the purpose of a "conduit" for State tax breaks in both counties for business and industry.	
Construction Board of Appeals	4 Years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of ensuring that all building code procedures have been adhered to if an appeal is sought over and above the direction of the Building Inspection Department.	
Region 1 DBHDD	3 Years	4	Board of Commisones	Established by the State Legislature	
Fire Code Appeals Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of providing an individual who wishes another level of review to appeal the decision of the Fire Chief.	
Highland Rivers Community Service Board	2 Years	2	Board of Commissioners	Established for the purpose of overseeing the operation of the Highland Rivers Community Center.	
Impact Fee Appeals Board	4 Years	5	Individual; Concurrent w/appointment Commissioner	Established as the Appellate board governing Building Inspection's administration of the Impact Fee Ordinance.	

Lanier Joint Development Authority		3	Board of Commissionoers; Other Counties	Established for the purpose of encouraging cooperation among participating counties in the promotion of quality economic development.	
Lake Allatoona Preservation Authority	4 Years	9	Legislation	Established by the Georgia Legislature to ensure against abuse to the lake.	
Planning Commission	4 Years	9	5-Individual; Concurrent w/appointment Commissioner; 2- Cities; 2-At Large	Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners.	
Region 1 EMS Advisory Board	2 Years	2	Board of Commissioners	Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners.	
Resource Recovery Development Authority (RRDA)	4 Years	5	Board of Commissioners	Established for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities in the County by recovering and utilizing resources contained in sewage, sludge, solid waste, and water resources.	
Sequoyah Regional Library System	3 Years	11	6-Board of Commissioners; 5-Cities	Established for the purpose of overseeing the general operations and functions of the libraries through out the county.	
Wrecker Service Advisory Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of overseeing the operation of the wrecker service companies through out Cherokee County and is the administrator of the wrecker ordinance on behalf of the Board of Commissioners.	
Zoning Board of Appeals	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of hearing appeals concerning provisions of the zoning ordinances.	

AMENDED

AGENDA

Cherokee County Board of Commissioners

November 5, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PRESENTATIONS/PROCLAMATIONS

AMENDMENTS TO AGENDA

1. Add item 2.7: Confirm County Manager's approval of Workers' Compensation and Employer's Liability Insurance Renewal award to Midwest Employers Casualty Company.

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION MINUTES FROM OCTOBER 15, 2013.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM OCTOBER 15, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM OCTOBER 15, 2013.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Consideration of Retreat Dates.
- B. Consideration of appointment to Board of Ethics.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Hampton Station, Unit 2 Subdivision.
- 1.2 Consider approval to surplus and dispose of obsolete electronic equipment Magistrate Court, State Court and Cherokee County Fire and Emergency Services.
- 1.3 Consider approval of FY2013 Emergency Management Directed Training Award payment in the amount of \$500.00 for the agreement period of July 1, 2013 through June 30, 2014 and approve budget amendment to FY2014. Funds will be used for travel and training expenses.
- 1.4 Consider approval of full 5 year / \$25,000.00 Northside Hospital Wellness Grant, and approve budget amendment for the FY2014 budget appropriating \$10,000.00 in grant monies for the County's Wellness Program related to grant.
- 1.5 Consider approval to renew Professional Services Agreement with DECA, AMR Business Products, Inc. of Marietta, GA in the total amount

of \$8,883.00 to provide software support and maintenance for the 24-Hour recording equipment in the E 9-1-1 Center.

COUNTY MANAGER

- 2.1 Consider authorizing County Manager to approve Professional Services Agreement renewable annually for 3 years designating Gallagher Benefit Services as Broker of Record for medical in the amount of \$73,000.00 and voluntary benefit offerings on a commission basis estimated to be at 16,792.00 annually.
- 2.2 Consider acceptance of award in the amount of \$32,300.00 for the DUI/Drug Treatment Court Program from the Governor's Office of Highway Safety.
- 2.3 Consider approval of Business Associate Agreement with Colonial Life Accident & Insurance Company which outlines the use and disclosure of Protected Health Information (PHI) in compliance with HIPAA Rules.
- 2.4 Consider approval of the following for Cherokee County Fire & Emergency Services: 1) Purchase three Bullard Thermal Imaging Cameras (TICS) in the total amount of \$30,033.00 from supplier Georgia Fire and Rescue Supply. 2) Budget amendment in the amount of \$22,033.00 from Fire Operation Uniforms to Fire Operations Capital Outlay. 3) Accept contribution from Ball Ground Volunteer Fire and budget amendment in the amount of \$8,000.00 to be used for the remainder of the purchase.
- 2.5 Consider acceptance of ASPCA Grant Awards and budget amendment in the amount of \$8,500.00 for the Animal Shelter.
- 2.6 Approve County's standard Professional Services Agreement with Mauldin & Jenkins, LLC for the annual financial auditing services.

- 2.7 Amended: Confirm County Manager's approval of Workers' Compensation and Employers' Liability Insurance Renewal award to Midwest Employers Casualty Company for an effective renewal premium of \$162,423.00, which is a reduction of 4.7% from last year's premium of \$170,421.00.

COUNTY ATTORNEY

- 3.1 City of Woodstock Annexation Notice – Property located at Highway 92.

ADJOURN

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

October 15, 2013

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:10 p.m. with all Commissioners present except Commissioner Poole who was unable to attend Work Session. He read from "The Essence of Leadership" short stories called "Understanding the Soft Stuff".

Note: Ms. Davis arrived at 3:33 p.m.

1. August 2013 YTD Financial Results by Janelle Funk.

Ms. Funk began by stating everything is looking good in all areas to date. She went over the Cash Executive Summary stating that out of the County's 30 funds, 18 have improved cash position over 2012. Ms. Funk pointed out the EMS Fund is cash negative and that is largely due to the third party administrator transition issues from Intermedix to LifeQuest. Chief West provided a brief update on the transition and how it will impact cash. Commissioner Johnston asked if we went in the hole during the transition would it be reasonable to expect in the upcoming months that we would recover some of the hole. Chief West responded that we should see some of it recovered. Commissioner Johnston asked if there is an expectation of a possible transfer of funds from General Fund to EMS Fund. Ms. Funk explained there are funds in the General Fund that support the EMS Fund, but they want to get to the point where they use as little of the General Fund as possible.

Ms. Funk went over the Revenue Executive Summary. The General Fund is on track to exceed the FY2013 Budget. A few funds will not exceed the FY2013 Revenue Budget, but variances will not impact operations. Most funds will achieve or exceed the FY2013 Revenue Budget. Ms. Funk stated that for expenditures, we are right on target and will probably end a little lower. She added the only real major variance is the forensic audit and the RRDA. Everything else is on target. In summary, August year-to-date results point to a \$5.6M positive variance in the full year forecast. Expenditure results show budgets are being properly managed and the County will achieve the budget. Nearly all cash balances are greater than where we were last year.

The Chairman asked Mr. Bill Echols to provide an overview of a meeting he and Commissioner Poole had with the Falls of Cherokee Homeowner's Association on September 30 regarding the noise from the pool pump at the Aquatic Center. He said they have two decisions: building a sound wall around the units or by the suggestion of the mechanical engineers and the contractor of the pool pack, going to variable fan drives. The recommendation would be to go with the variable fan drives. Mr. Echols said he believes there will be a long-term benefit and, per the pool pack company, it would not violate the warranty. The Chairman asked if an amendment should be made to the agenda to vote on this tonight. Mr. Echols suggested not making any formal decisions until he speaks with Mr. Harold of the Homeowner's Association to let him know the intentions of the Board and then report back in a more formal agenda item for consideration. Further discussion ensued on other options to help out with the noise problem.

2. Discussion of Regular Agenda Items.

Mr. Watkins went over items under the **Zoning Cases** portion:

Mr. Watkins presented zoning case, 13-08-010, in which the applicant is requesting a change from R-20 to R-15. They are also asking to develop it as a conservation design with 35% instead of 40% greenspace. Mr. Watkins stated there are criteria they have to meet under the conservation design. The Planning Commission's recommendation is to just approve the R-15. Commissioner Johnston commented that he believes the better economic incentive if they don't get the variance would be to give up six lots than to give up what looks to be more lots by going to a standard design. Mr. Watkins

stated there are two methods to figure out the number of lots. One way is to produce a conventional design and that sets the number of lots allowed. Another is the gross-tract acreage. Further discussion ensued regarding the number of potential lots the developer will achieve. Commissioner Nelms asked Mr. Watkins if he was comfortable with the retention ponds proposed for the property. Mr. Watkins stated they produced documents and will know once they get to the hydrology study and to the design of the ponds. The Chairman asked if they don't accept the variance on greenspace could they go to the Zoning Board of Appeals. Ms. Davis commented that according to the current language of the request, she would say they could not, that the Board of Commissioners were the final word. She added she would like to look a little closer at the request before settling on that answer. Discussion continued on variance processes and the applicant's previous requests. Commissioner Johnston commented he understood their request was to include the detention area as greenspace. Mr. Watkins responded that it is an interpretive issue because the way the ordinance is written, those landscaped facilities are allowed to go into the buffer. Commissioner Johnston stated he thought that was not the consensus. Mr. Watkins explained that it is a permitted use and the buffers, where the detention areas are going, is considered a secondary greenspace.

The Chairman went over an item under the **Chairman's** portion:

- Consideration of Ethics Board Appointment

The Chairman stated that Mr. Mark Webb had submitted his resignation from the Ethics Board, so there is an opening.

Commissioner Johnston went over an item under the **Commission District 1** portion:

- Discussion on 2014 Board of Commissioners Meeting Schedule

Commissioner Johnston stated he would be fine proposing the normal first and third Tuesdays, no exceptions, but that there are a couple of dates that are a little close to holidays that he wanted the Board to take a look at it. Discussion continued regarding possible changes such as the July dates and the month of September.

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

- Consider final acceptance and right-of-way, roadways, and appurtenant drainage structures in the following subdivisions: Wexford, Phase I; Wexford, Phase II; and Olde Heritage, Phase I.
- Consider approval to surplus and dispose of workstations, servers, computer accessories and small office furniture that are in very poor condition and of no use to the County from various departments.

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

- Consider authorizing County Manager to execute Amendment 1 to Aging Subgrant Contract with Atlanta Regional Commission (ARC) and authorize budget amendment to the County FY14 adopted budget in the amount of \$3,497.00.
- Consider approval of proposal from Strack, Inc., for construction of a pipe culvert replacement on Oakmont Drive in the amount of \$68,400.00.
- Consider authorizing annual stone purchases from both bidders, Vulcan Materials and Blue Grass Materials for the Roads & Bridges Department.
- Consider approval of Amendment 1 to State FY2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311), and budget amendment to the County's adopted FY14 budget in the total decreased amount of \$6,778.00.
- Consideration and approval of the Fire Services Automatic Aid and Mutual Aid Agreement between Cherokee County and the City of Milton, including Approval of Waiver of Conflict from Jarrard & Davis, LLP.
- Consideration of approval of an Agreement between Cherokee County and The Landon Group, Inc. for asphalt surface course installation on the Woodstock Road entrance to the Centennial Lakes Pod 7B subdivision. The Landon Group will pay Cherokee County \$23,250.00 which is the cost for the County to install the asphalt surface course.
- Consider approval of a Utility Relocation Agreement with Georgia Power Company in the amount of \$75,370.00 to relocate three power poles that are in conflict with the East Rope Mill Road Improvement Project.

- Consider approval of a Professional Services Contract with STV/Ralph Whitehead Associates, for completing design revisions and updates to the SR 20 and East Cherokee Drive intersection improvement project in the amount of \$49,140.00.
- Consider approval of Fire & Emergency Services Agreement between the County and the City of Waleska.
- Consider approval to repay 2013 TAN and not seek a 2014 TAN. This will reduce operating cash by \$1,264,900.00; however, the cash low point will then be at an adequate amount for 2014 at approximately \$4,235,000.00. This action will save the County approximately \$45,000.00 in interest costs budgeted in FY2014.

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

- City of Canton Annexation.

Ms. Davis stated the area is currently designated as NC proposed to go to C2 for the proposed use as a convenience store with gasoline sales. The County's future map development is proposed as urban growth. The parcel is contiguous so there is not a legal objection available. Ms. Davis' office and County staff conducted an analysis and it appears it is a more dense use than was anticipated under the County's land use plan. She believes it appropriate to work with the City of Canton on some of our conditions and concerns about the proposed development. Mr. Watkins recalled previous zonings in the area and because they were within the growth boundary, the County was required to solicit the City's thoughts and opinions about that. Each time the City requested their streetscape overlay be applied to County projects and we have done so. He stated he would hope that the City would adhere to their own streetscape standards and apply those on the County's side. Mr. Watkins also commented on the topography issues that will come with this project. He said he put together all the zoning conditions we applied and we demonstrated to the City anytime the County worked with them in hopes they will work with the County with any concerns Brooke Park residents might have. The Chairman stated the residents make a strong point regarding the environmental aspect of it. Commissioner Johnston stated that all we have available to us is a friendly request to the City Council to consider, out of respect for the proximity of this property to homes in Brooke Park, either not annexing it and leaving it zoned in the County or if they choose to annex it to restrict it in such a way that it doesn't allow heavy commercial uses. He added he had reached out to the City Councilmembers and had gotten feedback that they would consider the County's request. He also stated he would be willing to put forth a motion for the request as he previously mentioned. Ms. Davis said that would be

appropriate that they don't have to do anything but if they want to convey that message, a motion's the best way to do it and then forward it to the City. She stated Mr. Watkins brought up important conditions that would matter if they were to apply the gas station. She suggested deciding on whether they want to offer any conditions on the property, as well. Mr. Watkins referenced the Growth Boundary Agreement that explains what we do regarding projects in the other's jurisdiction. Ms. Davis suggested reviewing the Growth Boundary Agreement and see if what method of communication is stated and act based on that. The Chairman added that if they are going to articulate something about it, he would want to say something about the eastbound left-turn lane. Mr. Watkins advised that the road issue was state. Ms. Davis stated the mention of the screening of the lights for any commercial use and its effect on the neighborhood would be appropriate. She added they should consider anything the County would do if it was in our jurisdiction and we were trying to zone it and ask them to look at those issues.

- Consideration to pay forensic audit overage amount.

Ms. Davis presented a request to consider paying the overage amount in excess of the last cap approved for the forensic audit report. Based on received information, it reflects an overage amount that reflects a substantial write-off of accountant time and also additional service providers. The total in write-off Ms. McClendon indicated was approximately \$75,000 to \$80,000. This should be the final sum for completing the audit report which was delivered to the District Attorney on the date specific deadline that was set. They have been made aware the report consists of several volumes totaling 2,300 pages. The total remaining balance they are being asked to pay is \$95,673.71. Commissioner Johnston said that though he doesn't like it, the best option is to pay. He added it was a far more thorough audit than they had envisioned and that they wouldn't want an unpaid bill should they need Ms. McClendon to testify in the future.

3. Discussion on Rules of Procedure

The Chairman decided they didn't have time to really go over the Rules of Procedure. Commissioner Johnston briefly commented that he went over the draft and changed the items they had discussed at the previous meeting.

The Chairman asked if there was anything else, hearing none, Commissioner Nelms moved to adjourn the Work Session at 4:24 p.m. Commissioner Poole seconded and the motion carried unanimously.

Executive Session followed.

MINUTES

Cherokee County Board of Commissioners

October 15, 2013
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Kendall Jones with MUST Ministries 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"

Chairman Ahrens led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:08 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 5:35 p.m.

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

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

None.

ANNOUNCEMENTS

Early Voting begins October 14th! Below are the locations and times:

October 14 – 18 (M-F) 8:30 a.m. – 5:00 p.m.

Open to all qualified voters!

One location ONLY: Cherokee County Elections Office

400 E. Main Street, Canton, GA 30114

October 21 – 25 (M-F) 8:30 a.m. – 5:00 p.m.

Open to all qualified voters!

One location ONLY: Cherokee County Elections Office

400 E. Main Street, Canton, GA 30114

October 28 – Nov. 1 (M-F) 8:30 a.m. – 5:00 p.m.

Open to all qualified voters!

Two locations: Cherokee County Elections Office

400 E. Main Street, Canton, GA 30114

Woodstock Public Library

7735 Main Street, Woodstock, GA 30188

Nov. 4 (Mon) No voting

Nov. 5 (Tues) 7:00 a.m. – 7:00 p.m. at your regular polling locations.

All City of Canton, City of Woodstock and State Senate District 14 precincts are open for voting on ELECTION DAY (November 5th.)

You must vote at your assigned precinct on ELECTION DAY.

Check your voter precinct card or call the Elections office at 770-479-0407 for your polling location. Voter precinct cards can be looked up at <http://mvp.sos.state.ga.us/>

APPROVAL OF EXECUTIVE SESSION MINUTES FROM OCTOBER 1, 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 OCTOBER 1, 2013.

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

APPROVAL OF REGULAR MEETING MINUTES FROM OCTOBER 1, 2013.

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

APPROVAL OF JOINT BOC/RRDA MINUTES FROM SEPTEMBER 3, 2013.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

No one signed up to speak.

ZONING CASES

CASE NUMBER	: 13-08-010
APPLICANT	: EAH Investments, LLC
ZONING CHANGE	: R-20 to R-15 with variances
LOCATION	: 295 Hames Road and 2235 Jamerson Road
MAP & PARCEL NUMBER	: 15N18, Parcels 130 and 157
ACRES	: 53.44
PROPOSED DEVELOPMENT	: Single Family Residential Subdivision
COMMISSION DISTRICT	: 2
FUTURE DEVELOPMENT MAP	: Suburban Living
PLANNING COMMISSION RECOMMENDATION	: Approval of R-15

The Chairman gave a little background on the case that has come before them and sometimes has been withdrawn in the past. He said that the effort to present this as a conservation design is really one of the first since that new ordinance was passed. He said that he thinks it's a good product but that there aren't many opportunities to apply it.

Commissioner Gunnin said this case was in his district and that after discussions they've had and after reviewing this he agrees with the recommendation by the Planning Commission that the property be rezoned to R-15; Commissioner Johnston seconded.

Commissioner Johnston asked Commissioner Gunnin for clarification that he specifically was not including in the motion the requested variances. Commissioner Gunnin indicated that that was correct.

Chairman Ahrens commented that he would like to see there be some flexibility in the greenspace target. He added that different sites will have different circumstances to achieve buildable lots and still be economically marketable. He said that in his personal view, consideration for the 5% variance is not unreasonable but more than that would be, so he may be in a position not to support that. Commissioner Johnston commented that from the beginning his number one issue with conservation subdivisions is that they don't become a mechanism by which the same stated zoning produces significantly more homes for an overall higher density. The current ordinance with the provision of 40% greenspace works out about like that. He said that if we relax the greenspace to allow still more lots, we are giving outside the

parameters of what he thinks is appropriate for the conservation ordinance which says it should be substantially density neutral. Chairman Ahrens commented that part of the flexibility is built in where a certain number of lots could be a smaller lot size and still not give more or not give less but still achieve the greenspace. Commissioner Nelms commented that he thinks the demographic of this is a good fit for the product. He added that the demographic that it would attract will be well-suited for that area, although a part of him does agree on the conservation subdivision - the 5% variance is 2.6 acres which is negligible when you're looking at 53.44 acres. Commissioner Johnston agreed that the nature of the development seems appropriate for the area and that he hopes they can make it work. Commissioner Nelms said that he had read through the builder's pamphlet and it was very well done and the finished product is well designed with a \$2 plus million cash flow into the County based on 2,600 to 3,500 square foot homes.

The Chairman stated that there was a motion and a second to approve R-15 and called for a vote; there was 3-2 approval with Chairman Ahrens and Commissioner Poole voting nay.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Consideration of Ethics Board Appointment.

Chairman Ahrens advised that the Chair of the Ethics Board, Mark Webb, had resigned and that Debra Frieden was acting Chair in the interim. He said they were looking to fill the vacancy for the remaining term which expires January 2016 if anyone knew of any interested candidates. He said that we will post the vacancy on the County's website.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

- A. Discussion on 2014 Board of Commissioners Meeting Schedule.

Commissioner Johnston restated from Work Session discussion that several dates were looked at for consideration to move due to the timing of County

and/or Federal holidays. It was decided among the Board that the two September meetings would be pushed back a week to September 9 and September 23, and the rest of the meeting dates would remain on the first and third Tuesday of the month. A copy of the meeting schedule is attached as part of these minutes.

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

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider final acceptance and right-of-way, roadways and appurtenant drainage structures in the following subdivisions: Wexford, Phase I, Wexford Phase II, and Olde Heritage, Phase I.
- 1.2 Consider approval to surplus and dispose of workstations, servers, computer accessories and small office furniture that are in very poor condition and of no use to the County from various departments.

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

COUNTY MANAGER

- 2.1 Consider authorizing County Manager to execute Amendment 1 to Aging Subgrant Contract with the Atlanta Regional Commission (ARC) and authorize budget amendment to the County FY14 adopted budget in the amount of \$3,497.00.

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

- 2.2 Consider approval of proposal from Strack, Inc., for construction of a pipe culvert replacement on Oakmont Drive in the amount of \$68,400.00.

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

- 2.3 Consider authorizing annual stone purchases from both bidders, Vulcan Materials and Blue Grass Materials for the Roads & Bridges Department.

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

- 2.4 Consider approval of Amendment 1 to State FY2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311), and budget amendment to the County's adopted FY14 budget in the total decreased amount of \$6,778.00.

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

- 2.5 Consideration and approval of the Fire Services Automatic Aid and Mutual Aid Agreement between Cherokee County and the City of Milton, including Approval of Waiver of Conflict from Jarrard & Davis, LLP.

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

- 2.6 Consideration of approval of an Agreement between Cherokee County and The Landon Group, Inc. for asphalt surface course installation on the Woodstock Road entrance to the Centennial Lakes Pod 7B subdivision. The Landon Group will pay Cherokee County \$23,250.00, which is the cost for the County to install the asphalt surface course.

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

- 2.7 Consider approval of a Utility Relocation Agreement with Georgia Power Company in the amount of \$75,370.00 to relocate three power poles that are in conflict with the East Rope Mill Road Improvement Project.

Commissioner Nelms made a motion to approve; Commissioner Poole seconded; Commissioner Johnston recused himself from voting because he works for an affiliate company of Georgia Power; the resulting vote was 4-0 approval.

- 2.8 Consider approval of a Professional Services Contract with STV/Ralph Whitehead Associates, for completing design revisions and updates to the SR 20 and East Cherokee Drive intersection improvement project in the amount of \$49,140.00.

Mr. Cooper recalled from Work Session discussion that this project was adding right turn lanes which will result in the four quadrants of the intersection each having a dedicated left turn, right turn and straight lane. Commissioner Johnston commented that this would be a great help. He asked County Engineer Geoff Morton if he knew the construction schedule. Mr. Morton replied that it could be under construction by next year.

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

- 2.9 Consider approval of Fire & Emergency Services Agreement between the County and the City of Waleska.

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

2.10 Consider approval to repay 2013 TAN and not seek a 2014 TAN. This will reduce operating cash by \$1,264,900.00; however, the cash low point will then be at an adequate amount for 2014 at approximately \$4,235,000.00. This action will save the County approximately \$45,000.00 in interest costs budgeted in FY2014.

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

Commissioner Johnston commented that he was glad that the County has been fortunate enough to build up reserves, putting us in the position to be able to pay it off and not keep paying the interest.

COUNTY ATTORNEY

3.1 City of Canton Annexation.

Angie Davis gave a summary of the annexation notice of property located at 2333 Cumming Highway in Canton. The applicant is seeking to build a convenience store with gasoline pumps. She advised that the property is contiguous so the County has no legal objection and that she does not believe we have an infrastructure land use objection available. She said as discussed in Work Session, she believes a diplomatic response to the request would be appropriate.

Commissioner Johnston made the motion:

The City of Canton has before it a request to annex the parcel located at 2333 Cumming Highway, at the corner of Highway 20 and Brooke Park Drive, and to zone the property as C2 to allow its use for a convenience store with gas pumps. The parcel is currently zoned as Neighborhood Commercial (NC) in the County, which does not allow gas pumps, fast food restaurants, or large stores individually over 10,000 square feet. In recognition of the close proximity of this property to homes within Brooke Park, the Cherokee County Board of Commissioners respectfully asks the City Council to consider one of the following actions:

- a. Decline to annex the property and leave it zoned as NC in the County, or

- b. Restrict the property from heavy commercial uses including convenience store with gas pumps, fast food restaurants, and large stores over 10,000 square feet.

The Board of Commissioners thanks the City Council for its consideration’.

Chairman Ahrens commented that the parcel was within the growth boundary and he hopes that the City would adhere to their streetscapes ordinance.

Commissioner Nelms seconded and there was unanimous approval.

3.2 Consideration to pay forensic audit overage amount.

Ms. Davis stated that the County has received invoices from Ms. McClendon in excess of the cap in the amended agreement in respect to the forensic audit in the amount of \$95,673.71.

Chairman Ahrens commented that the agreement had been amended to provide over cap up to \$400,000 and for a date specific deadline which was met. He added that approximately \$75,000 was being written off by Ms. McClendon and the attorney on actual time spent. He said that we don’t have the document in hand yet, that it is in the DA’s office but we do know it contains some 2,300 pages of documentation. He went on to say that Ms. McClendon will likely be called to testify in this matter with the County’s civil case and considering how thorough the report seems to be, that these charges are legitimate.

Commissioner Johnston made a motion to approve paying the invoices in the total amount of \$95,673.71; Commissioner Poole seconded and there was unanimous approval.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 6:54 p.m.; Commissioner Poole seconded and the motion received unanimous approval.



Cherokee County, Georgia Agenda Request

SUBJECT: Subdivision Acceptance
Hampton Station – Unit 2

MEETING DATE: November 5, 2013

SUBMITTED BY: Geoffrey E. Morton, Public Works Agency Director

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Hampton Station – Unit 2 subdivision.

FACTS AND ISSUES:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Hampton Station – Unit 2 subdivision. Based upon their recommendation this project meets the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

Included are:	North Hampton Trail	1,031 LF
	East Hampton Place	1,518 LF
	East Hampton Trail	198 LF
	Creekshire Circle	1,372 LF
	Cotton Creek Drive	1,483 LF

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:

Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Hampton Station – Unit 2 subdivision.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



Cherokee County Government

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

October 28, 2013

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

Re: Final Acceptance – Hampton Station – Unit 2
Including all or part of: North Hampton Trail (1,031.26 L.F.), East Hampton Place (1,517.76 L.F.), East Hampton Trail (197.5 L.F.), Creekshire Circle (1,372.18 L.F.), and Cotton Creek Drive (1,482.83 L.F.) for a total of 5,601.53 L.F.

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

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

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc



Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Hampton Station – Unit 2** for County Maintenance.

Whereas, it is hereby found and determined that **Hampton Station – Unit 2** does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or part of: **North Hampton Trail (1,031 L.F.), East Hampton Place (1,518 L.F.), East Hampton Trail (198 L.F.), Creekshire Circle (1,372 L.F.), and Cotton Creek Drive (1,483 L.F.)** for a total of **5,602 L.F.**, all having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Hampton Station – Unit 2** and located in **Land Lots 849, 850, 879, 880 and 881** of the **3rd District, 2nd Section** of Cherokee County, Georgia, are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2013

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County, Georgia Agenda Request

SUBJECT: Surplus Equipment

MEETING DATE: November 5, 2013

SUBMITTED BY: Various Departments

COMMISSION ACTION REQUESTED:

Consider approval to surplus and dispose of outdated electronic equipment from Magistrate Court, State Court and Cherokee County Fire & Emergency Services.

FACTS AND ISSUES:

The Magistrate Court, State Court and Fire Department have miscellaneous electronic equipment that is obsolete and of no use to the County. Requesting to surplus and dispose of the equipment via electronic recycling.

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:

Authorize surplus and disposal/electronic recycling of outdated equipment from various departments.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

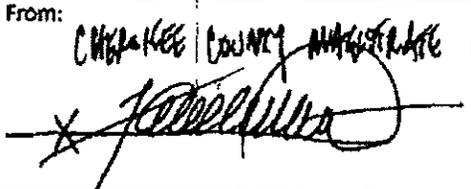
COUNTY MANAGER _____

A large, stylized handwritten signature in black ink, written over the County Manager line.

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

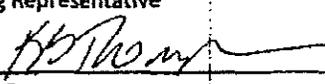
SURPLUS PROPERTY TRANSFER FORM

Date: 10/29/13

Transferred From: CHEROKEE COUNTY MAGISTRATE COURT 	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	1x	TV CAB, 4 Door	G			N/A KPT
2	1x	MAG MEGA POWER TV #1734	G			N/A KPT
3	1x	A/V CAB W/TV SAMPD	G			N/A KPT
4	1x	VHS PLAYERS	2x G			N/A KPT
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature:  Title: Sr Proc Specialist Date: 10-29-13	Dept Property Coordinator Signature: Title: Date:	Received By Signature: Title: Date:
--	--	--

CR: PLS EMAIL THIS TO KRISTI THOMPSON
 PLS ALSO ASK KT HOW DO WE GET THIS BY COMMISSIONERS.
 TAKE IN ADVANCE!
 JV

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

SURPLUS PROPERTY TRANSFER FORM

Date: 5/14/13

Transferred From: <p style="font-size: 1.2em; margin-top: 20px;">STATE COURT</p>	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	4	HP Deskjet 3820	F			
2	1	Phillips Magnavox TV w/remote	G			
3	1	Gateway Tower E-4200	P			
4	1	Brother IntelliFast 950M	P			
5	1	Lexmark Printer 4047	P			
6	1	Dot Matrix Printer	P			
7	7	Keyboards	P			
8	7	mouse	P			
9	1	Set Speakers	F			
10	1	Phillips DVD Player w/remote	G			
11	1	Samsung VHS Player w/remote	G			
12						

Purchasing Representative Signature: <i>[Signature]</i> Title: <i>IT Proc Specialist</i> Date: <i>10-30-13</i>	Dept Property Coordinator Signature: Title: Date:	Received By Signature: Title: Date:
---	--	--

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

SURPLUS PROPERTY TRANSFER FORM

Date: 10/31/2013

Transferred From: Cherokee County Fire and Emergency Services	Transferred To: Recycling
--	----------------------------------

Action Requested: _____ Transfer Surplus _____ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Final Disposition	Fixed Asset#
1	1	Aopen keyboard M/N:9000029855, S/N:32120150	P	Destroyed	None
2	1	Magnavox VCR/DVD M/N:MWD2206, S/N:U48656318	P	Destroyed	None
3	1	Allegro VCR M/N:ALGB402, S/N:D96015809	P	Destroyed	None
4	1	Sony VCR M/N:SLV-N77, S/N:2A-0247656	P	Destroyed	None
5	1	Sanyo VCR M/N:VWM-390, S/N:26562069EO	P	Destroyed	None
6	1	Panasonic VCR M/N:AG1330P, S/N:10KN02876	P	Destroyed	None
7	1	Sony CD/DVD M/N:DVP-5530D, S/N:150592	P	Destroyed	None
8	2	Horizon 2 Projector M/N:16000, S/N:1102106442/0010201025	P	Destroyed	None
9	1	Proxima Desktop Projector M/N:DP925D+, S/N:G9Y05559	P	Destroyed	None
10	1	Proxima Ultralight Projector DSI S/N:9809003	P	Destroyed	None
11	1	Sanyo TV M/N:DS19380, S/N:B9040233053599	P	Destroyed	None
12	1	Zenith TV M/N:225A020, S/N:722-24240760	P	Destroyed	None
13	1	Unblind S/N:9802-00135	P	Destroyed	None
14	1	HP Color LaserJet Printer M/N:C4089A, S/N:JPFC08231	P	Destroyed	None
15	1	Magnavox Remote M/N:HE016	P	Destroyed	None
16	2	Panasonic Remote S/N:EUR7613210	P	Destroyed	None
17	1	Sanyo Remote M/N:FXMG, S/N:	P	Destroyed	None
18	1	Sony Remote M/N:AC64-01031A	P	Destroyed	None
19	1	RCA Remote M/N:RS2653, S/N:Date Code:2613KT	P	Destroyed	None
20	1	Emerson Remote S/N:97P04765	P	Destroyed	None
21	2	Proxima Remote M/N:CNKG, S/N:013576/013611	P	Destroyed	None
22	1	Misc. Remote M/N:076R0A110	P	Destroyed	None
23	1	Dell Keyboard M/N:Y-UK-DEL1 S/N:PN LZ729BV0G76	P	Destroyed	None
24	1	Motorola Radio Battery KIT/N HNN9008A, S/N:528 ACH	P	Destroyed	None
25	1	Motorola Radio Battery KIT/N NTN9816B, S/N:643 AUQ2	P	Destroyed	None
26	1	Motorola Radio Battery KIT/N HNN9008A, S/N:531 AUOC	P	Destroyed	None
27	1	Motorola Radio Battery KIT/N NTN9857C, S/N:750 AU21	P	Destroyed	None
28	2	Motorola Radio Battery KIT/N HNN4002A, S/N:947 AK01*	P	Destroyed	None
29	1	Motorola Radio Battery KIT/N HNN9008A, S/N:441AUR1	P	Destroyed	None
30	1	Motorola Radio Battery KIT/N HNN4002A, S/N:841 AK71*#	P	Destroyed	None
31	1	Motorola Radio Battery KIT/N HNN4002A, S/N:947 AK01*	P	Destroyed	None
32	1	Motorola Radio Battery KIT/N HNN9008A, S/N: 205 AKA	P	Destroyed	None
33	1	Motorola Radio Battery KIT/N HNN9001A, S/N:441 AUR1	P	Destroyed	None
34	1	Motorola Radio Battery KIT/N HNN4002A, S/N:841 AK71*#	P	Destroyed	None
35	1	Motorola Radio Battery KIT/N HNN9008A, S/N:436 AUJ2	P	Destroyed	None
36	1	Motorola Radio Battery KIT/N HNN4002A, S/N:128 AKCB	P	Destroyed	None
37	1	Aero Dynic Light Bar S/N:SAE WW393	P	Destroyed	None
38	1	Motorola Radio Battery KIT/N NTN7144CR, S/N:810AUG81	P	Destroyed	None
39	1	LifePak Battery M/N:9403, S/N:S9326	P	Destroyed	None
40	1	Misc Dlib Battery Lot# 9403, P/N 93120111	P	Destroyed	None
41	1	Zoll Battery M/N:PD4410, S/N:34050155	P	Destroyed	None
42	1	Zoll Battery M/N:PD4410, S/N:No S/N	P	Destroyed	None
43	1	Motorola Radio Battery KIT/N NTN7144CR S/N:810AUG81	P	Destroyed	None
44	1	Motorola Radio Battery KIT/N NTN9816B, S/N:643 AUG2	P	Destroyed	None
45	2	Motorola Radio Battery KIT/N NTN7144CR, S/N:7416AU281	P	Destroyed	None
46	1	Motorola Radio Battery KIT/N NTN7143CR, S/N:409AKR21	P	Destroyed	None
47	1	Motorola Radio Battery KIT/N NTN7143CR, S/N:502AKM101	P	Destroyed	None

48	2	Motorola Radio Battery KIT/N NTN7144CR , S/N:746AU281	P	Destroyed	None
49	1	Motorola Radio BatteryKIT/N NTN7143CR , S/N:409AKR21	P	Destroyed	None
50	2	Sanyo AAA Battery Date:01-08	P	Destroyed	None
51	1	Motorola AA Battery S/N:60005276401	P	Destroyed	None
52	7	Blackberry Phone Battery BAT11005-001, S/N:G0912C	P	Destroyed	None
53	1	Blackberry Phone Battery BAT1105-001, S/N:G0916C	P	Destroyed	None
54	1	Blackberry Phone Battery BAT1105-001, S/N:G0918C	P	Destroyed	None
55	1	Blackberry Phone Battery BAT1105-001, S/N:G0909C	P	Destroyed	None
56	1	Blackberry Phone Battery BAT1105-001 , S/N:DC090809	P	Destroyed	None
57	1	Blackberry Phone Battery BAT06860-002 S/N:S05434	P	Destroyed	None
58	1	Blackberry Phone Battery BAT06860-002, S/N:G0549R	P	Destroyed	None
59	1	Blackberry Phone Battery BAT06860-003, S/N:S06344	P	Destroyed	None
60	1	Blackberry Phone Battery BAT 06860-004, S/N S08314	P	Destroyed	None
61	1	Kyocera Battery M/N:5AAXBTO48GEA, S/N:DC111030AAA006946	P	Destroyed	None
62	1	Motorola Phone Battery M/N:BT60, S/N:SNN5782D	P	Destroyed	None
63	1	Motorola Phone Battery M/N:none, S/N:RLN5707A	P	Destroyed	None
64	1	Motorola Radio Battery KIT/N NTN7143C, S/N:048TK511	P	Destroyed	None
65	1	Motorola Radio Battery KIT/N HNN928AR, S/N:609 AUTA	P	Destroyed	None
66	2	Motorola Radio Battery KIT/N NTN9816B , S/N:643AUQ2	P	Destroyed	None
67	1	Motorola Radio Battery KIT/N HNN 4002A, S/N:84AC71*H	P	Destroyed	None
68	1	Motorola Radio Battery KIT/N 7144AR , S/N:717TK1	P	Destroyed	None
69	1	Motorola Radio Battery KIT/N WPNN4013A, S/N:002AKL81	P	Destroyed	None
70	1	Motorola Radio Battery KIT/N HNN9028AR, S/N:545AUN8	P	Destroyed	None
71	1	Motorola Radio Battery KIT/N NTN7143CR, S/N:502AKM101	P	Destroyed	None
72	1	Motorola Radio Battery KIT/NNTN7144CR, S/N:717AUH81	P	Destroyed	None
73	1	Motorola Radio Battery KIT/N NTN7144CR, S/N:746AU281	P	Destroyed	None
74	1	Motorola Radio Battery KIT/N NTN7144CR, S/N:746AUJ81	P	Destroyed	None
75	1	Motorola Radio Battery KIT/N NTN7143CR, S/N:707AKS81	P	Destroyed	None
76	1	Motorola Radio Battery KIT/N NTN7143CR, S/N:525AKP81	P	Destroyed	None
77	1	Motorola Radio Battery KIT/N NTN7143CR, S/N:310AK721	P	Destroyed	None
78	1	Motorola Radio Battery KIT/N NTN7144CR, S/N:746AU281	P	Destroyed	None
79	1	Motorola Radio Battery KIT/N NTN7143CR, S/N:445AKU81	P	Destroyed	None
80	1	Motorola Radio Battery KIT/N HNN9008A, S/N:111AKC	P	Destroyed	None
81	1	Motorola Radio Battery KIT/N NTN7144CR, S/N:746AU281	P	Destroyed	None
82	1	Motorola Radio Battery KIT/N NTN9816B, S/N:645AU52	P	Destroyed	None
83	1	Motorola Radio Battery KIT/N NTN7143CR, S/N:409AKR21	P	Destroyed	None
84	1	Motorola Radio Battery KIT/N NTN9857C, S/N:834AUJ1H	P	Destroyed	None
85	1	Motorola Radio Battery KIT/N HNN4002A, S/N:102AK54*	P	Destroyed	None
86	1	Motorola Radio Battery KIT/N HNN4002A, S/N:011AKZ1*	P	Destroyed	None
87	1	Motorola Radio Battery KIT/N NTN7144CR, S/N:314AU521	P	Destroyed	None
88	1	Motorola Radio Battery KIT/N NTN7144CR , S/N:746AUJ81	P	Destroyed	None
89	1	Motorola Radio Battery KIT/N HNN402A, S/N:947AK01*	P	Destroyed	None
90	2	Misc Radio Batter M/N:none, S/N:none	P	Destroyed	None
91	1	Motorola Radio Battery none, P/N B27143	P	Destroyed	None
92	1	E-ONE Battery M/N:ME202A, P/N PKOT02504552	P	Destroyed	None
93	1	Motorola Radio Battery KIT/N JMNN4023B, S/N:735AUP6	P	Destroyed	None
94	1	Motorola Radio Battery KIT/N JMNN4025A, S/N:508AUS6	P	Destroyed	None
95	1	Radio Battery M/N:none, P/N 10038412	P	Destroyed	None
96	1	Motorola Cell Phone M/N:H83XAH6R4AN, S/N:364VK65CSX	P	Destroyed	None
97	1	Motorola Cell Phone M/N:H83XAH6R4AN, S/N:364VJQF4W4	P	Destroyed	None
98	1	Blackberry Cell Phone P/N:4033C473, S/N:PRD18247-002	P	Destroyed	None
99	1	Motorola Cell Phone M/N:H65XAN6RR48N, S/N:364T6W5DHW	P	Destroyed	None
100	1	Motorola Cell Phone M/N:H63XAH6RR3AN, S/N:364VESMIES	P	Destroyed	None
101	1	Blackberry Cell Phone PIN: 402CD9A5, S/N:PRD18247002	P	Destroyed	None
102	1	Blackberry Cell Phone PIN: 402D768C, S/N:PRD18247002	P	Destroyed	None
103	1	Motorola Cell Phone M/N:H85XAH6JRSAN, S/N:364VLC8CLY	P	Destroyed	None
104	1	Motorola Cell Phone M/N:H85XAH6JRSAN, S/N:364VLC8NSN	P	Destroyed	None
105	1	Motorola Phone Battery M/N:none, S/N:SNN5705C	P	Destroyed	None
106	1	Blackberry Phone Battery M/N:BAT11005-001, S/N:G09126	P	Destroyed	None
107	1	Motorola Phone Battery M/N:BT60 , S/N:SNN5782D	P	Destroyed	None
108	1	Motorola Phone Battery M/N:BT60 , S/N:SNN5782B	P	Destroyed	None

109	1	Motorola Phone Battery M/N: BK10, S/N: SNN5793A	P	Destroyed	None
110	1	Motorola Phone Battery M/N: none, S/N: SNN57053	P	Destroyed	None
111	1	Motorola Phone Battery M/N: NNTN4655B, S/N: ACP3367	P	Destroyed	None
112	1	Motorola Phone Battery M/N: NNTN4655B, S/N: ACP3342	P	Destroyed	None
113	1	Motorola Phone Battery M/N: NNTN4655B, S/N: DAC0103	P	Destroyed	None
114	1	Motorola Phone Battery M/N: none, S/N: 7RS2703	P	Destroyed	None
115	1	Motorola Phone Battery M/N: BT60, S/N: GA07060	P	Destroyed	None
116	1	Motorola Phone Battery M/N: BT90, S/N: 20081128	P	Destroyed	None
117	1	HP Printer M/N: SNPRC110101, S/N: CN1A51510M	P	Destroyed	None
118	1	Light Bar 911EP M/N: none, S/N: none	P	Destroyed	None
119	1	Misc. Light Bar M/N: none, S/N: none	P	Destroyed	None
120	1	Aero Dynics Light Bar M/N: none, S/N: none	P	Destroyed	None
121	3	Whelen Light Bar M/N: none, S/N: none	P	Destroyed	None
122	1	Ramfan M/N: BF165, S/N: 00081	P	Destroyed	None
123	1	HP Color Laser Jet #8550DN M/N: C7098A, S/N: JPL8026173	P	Destroyed	None
124	1	Holmatro Hydraulic Rescue Tools & Hose Reel #92 075 001/#465	P	Destroyed	None
Purchasing Representative Signature: <i>[Signature]</i>			Dept Property Coordinator Signature: <i>[Signature]</i>		Received By N/A - RECYCLED
Title: Sr Procurement Specialist			Title:		Title:
Date: 10-1-2013			Date: 11/1/2013		Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: 10/30/2013

Transferred From: Cherokee County Fire	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	41	Out of service PC's	P			None
2	21	Non functional computer monitors	P			None
3	23	Non working personal printers	P			None
4						
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: <i>[Signature]</i>	Dept Property Coordinator Signature: <i>[Signature]</i>	Received By Signature:
Title: <i>Sr Proc Specialist</i>	Title: IT Dept. Manager	Title:
Date: <i>10-30-2013</i>	Date: 10/30/2013	Date:



Cherokee County, Georgia Agenda Request

SUBJECT: Emergency Management Directed Training Award MEETING DATE: October 22, 2013

SUBMITTED BY: Robby Westbrook

COMMISSION ACTION REQUESTED:

Approve FY 2013 Emergency Management Directed Training Award Payment in the amount of \$500.00 for the agreement period July 1, 2013 through June 30, 2014 and approve Budget Amendment to FY14 Budget. These funds will be used for travel and training expenses for Emergency Management Director and staff.

FACTS AND ISSUES:

Additional grant funds are now available to the Sheriff's Office division of Emergency Management for travel and training expenses. A 50% match is required and existing approved EMA budget including staff salary will be used to meet the match. NO ADDITIONAL LOCAL FUNDS ABOVE THOSE ALREADY APPROVED ARE BEING REQUESTED.

BUDGET:

Budgeted Amount:	\$64,304	Account Name:	FY13 PPA Grant
Amount Encumbered:	\$0	Account #:	25060-334120-PPA13
Amount Spent to Date:	\$0		
Amount Requested:	\$500		
Remaining Budget:	\$64,804		

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 FY 2013 Emergency Management Directed Training Award Payment and authorize Budget Amendment to the FY14 Budget Multiple Grant Fund 250.

REVIEWED BY:

DEPARTMENT HEAD: _____ *J. Westbrook*

AGENCY DIRECTOR: _____ *[Signature]*

COUNTY MANAGER _____ *[Signature]*

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

Instructions:

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

REVENUES:

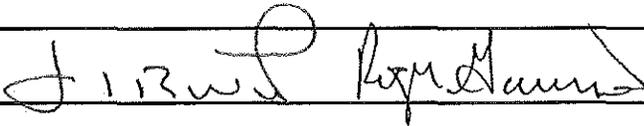
Department			
Org Code	Object	Account Name	Amount
25060	334120-PPA13	GEMA Grant	500

EXPENDITURES:

Department			
Org Code	Object	Account Name	Amount
23920555	523700- PPA13	Training	500

PURPOSE OF TRANSFER/ AMENDMENT

FY 2013 Emergency Management Directed Training Award Payment
Project date July 1, 2013 - June 30, 2014

Department Head Approval: 

County Manager Approval: _____

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

Georgia Emergency Management Agency / Homeland Security (GEMA/HS)

FY 2013 Emergency Management Performance Grant (EMPG) CFDA 97.042

Emergency Management Directed Training Award

FAQ's Sheet

The Georgia Emergency Management Agency/Homeland Security (GEMA/HS) continues to promote the development and advancement of the Emergency Management (EM) profession in the State of Georgia. In that effort GEMA/HS has initiated a new opportunity to fund EM training for local Emergency Management Agency (EMA) Directors and their staff. Starting immediately, GEMA/HS will make available \$500.00 to EMA Directors on receipt of the required FY 2013 GEMA/HS Emergency Management Directed Training Award Payment Request Form (attached). This new award must be utilized for EM training such as that offered by the Emergency Management Association of Georgia (EMAG) and/or to cover expenses to attend GEMA/HS training. All claimed training expenses must be allowable according to the State of Georgia Statewide Travel Policy. These funds will be provided upon request and will require 50% local match and will require a quarterly report submission similar to the requirement for the FY 2013 GEMA/HS EMPG Base Award. Training funds not used by the end of the FY 2013 GEMA/HS EMPG Performance Period (July 1, 2013 thru June 30, 2014) must be returned to GEMA/HS.

This new training initiative, coordinated with EMAG, reflects a 236% increase in dollars made available to local EMA's for EM training. Further it provides greater flexibility to the local EMA Director on how he/she can invest their training dollars and time. In order to receive the FY 2013 GEMA/HS EMPG Emergency Management Training Award, the Jurisdiction must complete the required documents for the FY 2013 GEMA/HS EMPG Base Award. The funds being made available for EM Training is Federal EMPG money and therefore has the standard 50/50 local cost share requirement.

FREQUENTLY ASKED QUESTIONS

ABOUT THE FY 2013 GEMA/HS EMPG EM DIRECTED TRAINING AWARD

Question: What forms are mandatory in order to receive the \$500.00 EM Directed Training Award?

Answer: The Jurisdiction must complete all FY 2013 GEMA/HS EMPG Base Award documents in order to receive the EM Directed Training Award.

Question: Is there a cost share associated with the EM Directed Training Award?

Answer: Yes, the EM Directed Training Award has a 50 percent federal and 50 percent cost share, cash or in-kind match requirement.

Question: What costs are allowable for the EM Directed Training Award?

Answer: Allowable costs consist of travel related costs; i.e. registration fees, lodging, mileage and meals as outlined in the State of Georgia Statewide Travel Policy .

Question: What is the performance period for the EM Directed Training Award?

Answer: The performance period is from July 1, 2013 to June 30, 2014.

Question: Will the Jurisdiction be required to report the EM Directed Training expenditures on the FY 2013 GEMA/HS EMPG Quarterly Expenditure Report?

Answer: Yes, the Jurisdiction will be required to report all EMPG related expenditures on the FY 2013 Quarterly Expenditure Report.

Question: What supporting documents must be submitted with the required Quarterly Expenditure Report?

Answer: The documents that substantiate travel related training costs include signed rosters and/or training certificates, receipts for registration fees, lodging, mileage and meals. Also, cancelled checks (front and back copy) or proof of payment (bank statement identifying expenditure was paid) must accompany all receipts in order to be reimbursed.

Question: What if the Jurisdiction only allocated 400.00 towards the FY 2013 GEMA/HS EM Directed Training Award; will the Jurisdiction have to send the remaining \$100.00 back to GEMA/HS?

Answer: Yes, all FY 2013 GEMA/HS EMPG funds received but not spent must be returned back to GEMA/HS



Cherokee County, Georgia Agenda Request

SUBJECT: Wellness Grant Funds

MEETING DATE: 11/5/2013

SUBMITTED BY: Kristi Thompson, Grants Specialist

COMMISSION ACTION REQUESTED:

- Approve acceptance of full 5 year/\$25k Northside Cherokee Hospital Wellness Grant, and
- Approve Budget Amendment for the FY14 Budget appropriating \$10,000 in grant monies for the County's Wellness Program related to this grant

FACTS AND ISSUES:

In 2012, the County received a commitment from Northside Cherokee Hospital for a total of \$25,000 (\$5,000 per year for five years) to be used for the County's Wellness Initiative Programs. We originally believed the award was for 1 year at \$5k and therefore only requested the BOC to accept \$5k instead of \$25k. We are now asking the BOC to accept the full award. In addition, a Budget Amendment is needed to appropriate \$10,000 in the County's adopted FY14 Budget which represents the August \$5k payments for FY2013 and FY2014.

BUDGET:

Budgeted Amount:	\$4,000 (c/o from 2012)	Account Name:	Multiple Grant Fund 250
Amount Encumbered:	\$0	Account #:	25090-371000-WELL
Amount Spent to Date:	\$0		
Amount Requested:	\$10,000		
Remaining Budget:	\$14,000		

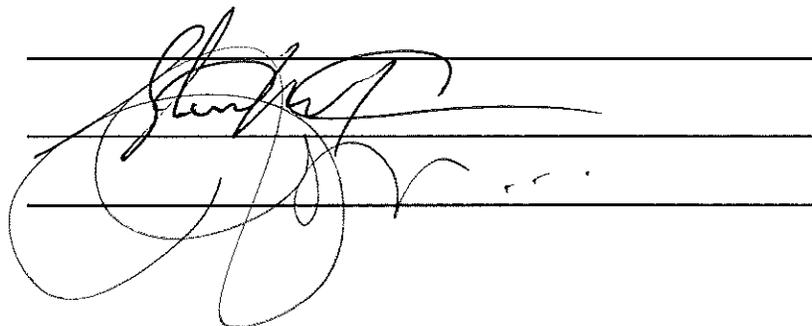
Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
 Contract: Yes No Ordinance/Resolution: Yes No
 Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve.

REVIEWED BY:

DEPARTMENT HEAD: _____
 AGENCY DIRECTOR: _____
 COUNTY MANAGER _____



**PARTNERSHIP AGREEMENT
BETWEEN CHEROKEE COUNTY, GEORGIA AND NORTHSIDE HOSPITAL-CHEROKEE,
A DIVISION OF NORTHSIDE HOSPITAL, INC.**

This agreement is entered into on this 1st day of May, 2012, by and between Cherokee County, Georgia ("County") and Northside Hospital-Cherokee, a division of Northside Hospital, Inc. ("Hospital").

WHEREAS, the mission of County is to further the health, education, safety and well-being of the citizens and residents of Cherokee County through good governance and public services; and

WHEREAS, Hospital is a full-service community hospital, and the only full-service community hospital located in Cherokee County, Georgia; and

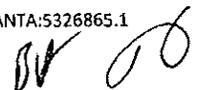
WHEREAS, Hospital's mission is to provide quality, personalized, competitive health care services to meet the needs and exceed the expectations of all patients and customers; and

WHEREAS, Hospital is a leader in providing health care services focused on patient wellness and is synonymous with quality; and

WHEREAS, Hospital works in the development of cooperative relationships with community agencies, and is an active participant in the development of the community.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Hospital will make a gift to County of \$150,000 payable beginning July 1, 2012 in annual installments of \$30,000 for a period of five years. Payments will be submitted to: Jerry W. Cooper, County Manager. Funds donated by Hospital pursuant to this Agreement will be used for the following activities and programs: (a) Safe Kids Cherokee Program (\$25,000 annually), and (b) County Wellness Programs and Health Fair (\$5,000).
2. Hospital may provide, upon written request of County, assistance in coordination of health care and wellness programs offered by County or offered jointly by County and Hospital, speakers regarding current issues of medicine and health care, and in-kind donations.
3. County will designate Hospital as the official hospital for Cherokee County Government and employees, and Hospital may so state in its advertising and marketing materials for a period of five years.
4. County will afford Hospital a right of first refusal on any promotional agreements, naming agreements, marketing agreements, branding agreements, and sponsorship



agreements with any County agency, including without limitation Fire and Emergency Services, Capital Projects, Recreation and Parks Agency, Human Resources, and General County Services, which are offered to or by County and under consideration by County, with any hospital or health care facility or health care system.

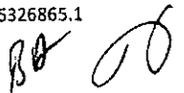
5. County agrees that upon receiving and before accepting any offer from a hospital, health care facility or health care system for such a promotional agreement, naming agreement, marketing agreement, branding agreement, sponsorship agreement or the like, County will provide Hospital with written notice of such offer, and of County's intention to accept such offer. Hospital shall have thirty days within which to enter such an agreement with County in its own name on the same terms as offered, or on such modified terms as are mutually acceptable to County and Hospital. If Hospital enters such an agreement with County, County will reject the offer of the other hospital, health care facility or health care system. County will not enter such an agreement or accept any third-party offer for such an agreement from a hospital, health care facility or health care system containing terms and conditions which are materially less favorable to the contracting party than those offered to Hospital without first offering such terms to Hospital.
6. This Agreement is contingent upon approval by the Board of Commissioners of Cherokee County.
7. Notices:

Notice to Hospital pursuant to this Agreement will be sent by U.S. Mail, Return Receipt Requested, to the following address:

Billy Hayes
CEO
Northside Hospital-Cherokee
201 Hospital Road
Canton, Georgia 30114

Notice to County pursuant to this Agreement will be sent by U.S. Mail, Return Receipt Requested, to the following address:

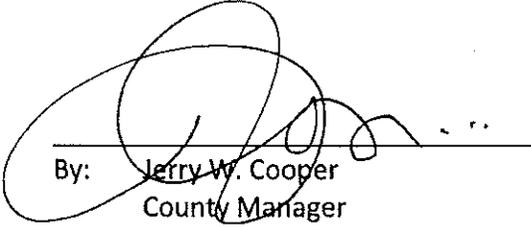
Jerry W. Cooper
County Manager
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

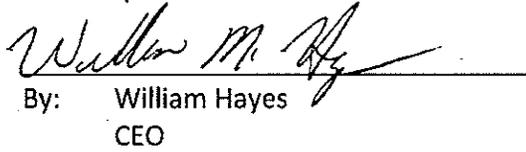


So agreed:

Cherokee County, Georgia

Northside Hospital-Cherokee, a division of
Northside Hospital, Inc.


By: Jerry W. Cooper
County Manager


By: William Hayes
CEO

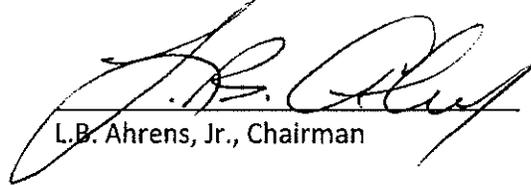
Signed on:

5/7/2012
Date

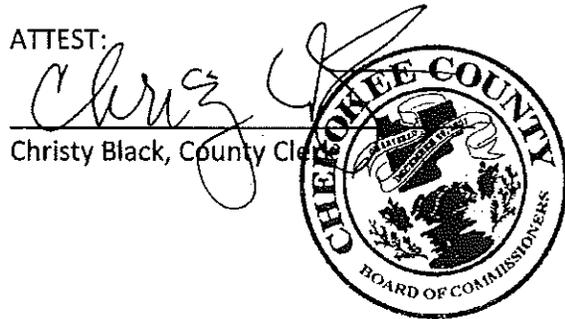
Signed on:

5-1-12
Date

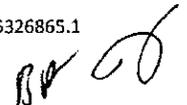
APPROVED BY THE CHEROKEE COUNTY BOARD OF COMMISSIONERS THIS 1ST DAY OF MAY, 2012


L.B. Ahrens, Jr., Chairman

ATTEST:


Christy Black, County Clerk







Cherokee County, Georgia Agenda Request

SUBJECT: DECA 24Hr Maintenance Contract MEETING DATE: 11/05/2013
SUBMITTED BY: Chris Collett

COMMISSION ACTION REQUESTED:

Requesting approval to renew a contract with DECA, AMR Business Products, Inc. of Marietta, GA to provide software support and maintenance for the 24-Hour Recording Equipment in the 9-1-1 Center.

FACTS AND ISSUES:

There has been no change in the terms of the contract from the previous year. This fee includes service, support, remote and on-site repair, includes labor, parts, software and hardware and 24/7 remote monitoring of the recording equipment.

BUDGET:

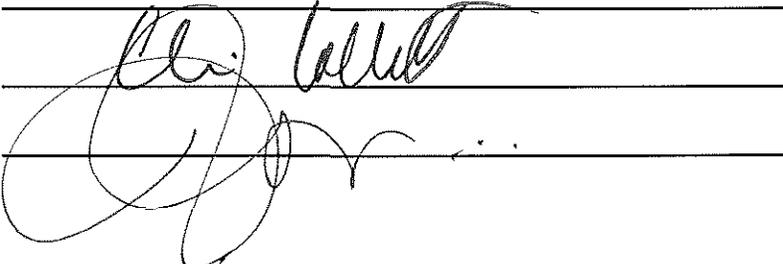
Budgeted Amount:	\$8,883.00	Account Name:	<u>Non-Asset Computers</u>
Amount Encumbered:	\$ n/a	Account #:	<u>2800000-531660</u>
Amount Spent to Date:	\$ n/a		
Amount Requested:	\$8,883.00		
Remaining Budget:	\$ n/a		

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 _____



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 1st day of October, 2013, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and DECA, a Business, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

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

Maintenance Contract for 9-1-1 Recorder

B. The Work

The Work to be completed under this Agreement (the "Work") consists of Service, Support, Remote & Onsite Repair, Includes Labor, Parts, SW & HW 24/7 monitoring

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 September 30, 2014. 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 \$8,883.00, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon Annual [specify hourly rate, flat fee, or other basis] Flat Fee.

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 N/A 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

DECA Technical Staff 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 Cherokee E9-1-1, in order for Consultant to complete the Work.

B. County's Representative

The E911 Director 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 the E911 Director for the County and Harold Duvall 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
1130 Bluffs Parkway
Conston, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

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

XIV. WAIVER OF AGREEMENT

No failure by the County 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:

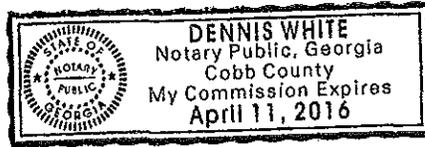
Joy Rhodes
By: Joy Rhodes
Its: President

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness
Dennis White
Notary Public

[NOTARY SEAL]



My Commission Expires:
4-11-2016

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:

500695
Federal Work Authorization User Identification
Number

2-6-12
Date of Authorization

DECA
Name of Contractor

GMS
Name of Project

AMR Business Products, Inc dba DECA
Name of Public Employer

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

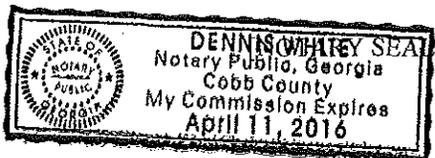
Executed on OCT, 1, 2013 in Marionetta (city),
GA (state)

Joy Rhodes
Signature of Authorized Officer or Agent

Joy Rhodes, President
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 1 DAY OF
OCT, 2013.

Dennis White
NOTARY PUBLIC



My Commission Expires:
4/11/2016

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF CHEROKEE

N/A 

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

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

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:

EXHIBIT "C"

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

Cherokee County, Georgia Agenda Request

SUBJECT: Benefits Broker PSA Renewal

MEETING DATE: 11/5/2013

SUBMITTED BY: Steven B. McClure

COMMISSION ACTION REQUESTED:

Authorize County Manager to approve Professional Services Agreement renewable annually for 3 years designating Gallagher Benefit Services as Broker of Record for medical and voluntary benefit offerings. The terms of the renewable contracts will be from 11/1/2013-9/30/2014, 10/1/2014-9/30/2015, and 10/1/2015 – 9/30/2016

FACTS AND ISSUES:

In addition to major medical, prescription, dental, vision and life insurance benefits, the County offers its employees the opportunity to purchase certain individual voluntary insurance policies from UNUM and Colonial Accident Life & Insurance Company. The specific policies include: short term disability, life, accident, hospitalization, critical care, and cancer. On October 15, 2013 the former broker for voluntary benefits informed the County that she would not enter into a formal Professional Services Agreement. Gallagher Benefits Services (GBS) has acted as the County's Broker of Record for health benefits since 2011. GBS already has a professional services agreement and business associate agreement with the County that is being submitted for renewal. Assigning GBS as the Broker of Record for voluntary benefits allows for the continuous provision of existing policies (no employee will be required to drop or change existing policies), no interruption of voluntary benefit offerings, and consolidates benefit services with no additional outlay of funds in administrative fees. Broker will be paid \$73,000 per year for medical services and commission-based compensation estimated at \$16,792 per year will be transferred from the previous voluntary benefits broker to Gallagher Benefits Services.

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:

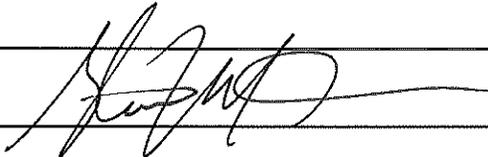
Authorize the County Manager to approve the renewal to Professional Services Agreement between Cherokee County Government and Gallagher Benefit Services, Inc. and designate Gallagher Benefit Services as Broker of Record for health and voluntary benefits.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 6th day of November, 2013, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Gallagher Benefits Services, Inc. ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Health and Welfare Advisory and Brokerage Services; 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

Annual Health and Welfare Advisory and Brokerage Services

B. The Work

- 1) The Work to be completed under this Agreement (the "Work") by the Consultant consists of annual claim cost forecast, BlueCross BlueShield of Georgia (BCBSGA) administrative fee, stop loss renewal and vision premiums, benchmark study of benefits and contributions, Wellness Program Year 3 claim cost guarantee, compliance checklist, Healthcare Reform Planning and monthly utilization reporting and trend analysis as detailed in the attached Exhibit "C" – Cherokee County 2013-2014 Client Service Plan (Annual Base Services).

- 2) Additional Work to be completed under this Agreement by the Consultant for the 2013-2014 Year includes assuming responsibility for the management of the life/disability and voluntary products offered through the various benefit and insurance vendors to the County and its employees and designation as Broker of Record for these voluntary benefits until such time that the County terminates this Agreement.
- 3) Work for the periods of 2014-15 and 2015-16 shall require amendments to this Agreement based upon Consultants submission of work scope , timing and pricing.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before December 31, 2016. 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 by Consultant upon certification by the County that the Work was actually performed 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 quarterly invoices setting forth in detail the services performed. Invoices shall be submitted on a quarterly basis and pursuant to the annual County approved Cherokee County Client Service Plan, and such invoices shall reflect charges earned 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:

1. Seventy Three Thousand Dollars (\$73,000) per year, except as outlined in Section II(C) above, for the Annual Base Services.
2. Sixteen Thousand Seven Hundred Ninety-Two Dollars (\$16,792) for the additional services to the 2013-2014 Client Service Plan associated with Life/Disability Commissions.
3. The compensation for Work performed above shall be based upon a flat fee.
4. Variable compensation for the additional services to the 2013-2014 Client Service Plan associated with Voluntary Products Commissions shall be approved pursuant to Section II above.

C. There are no reimbursements for costs incurred as part of this Agreement.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

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

Scott Parker, Area Senior Vice President, 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 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, 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.

This Section does not apply.

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 in order for Consultant to complete the Work.

B. County's Representative

Steve McClure, Human Resources Director, 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 Steve McClure for the County and Scott Parker 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:

Cherokee County Board of Commissioners
Procurement & Risk Management Department
1130 Bluffs Parkway
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Gallagher Benefit Services, Inc.
Two Pierce Place, 14th Floor
Itasca, IL 60143

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]

CONSULTANT: GBS, Inc.

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:

87458
Federal Work Authorization User Identification
Number

1/8/2008
Date of Authorization

Arthur J. Gallagher & Company
Name of Contractor

Health & Welfare Advisory & Brokerage Svcs
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____, 201__ in _____(city),
_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "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:

This form not applicable to this Agreement – no subconsultants.

Cherokee County, Georgia Agenda Request

SUBJECT: *[Illegible]*

MEETING DATE: November 5, 2013

SUBMITTED BY: *[Illegible]*

COMMISSION ACTION REQUESTED:

[Illegible]
Office of Highway Safety (GOHS).

FACTS AND ISSUES:

[Illegible]

BUDGET:

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

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

Contract Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval to accept award in the amount of \$32,300.00 for the DUI/Drug Treatment Court Program.

REVIEWED BY:

DEPARTMENT HEAD: *Vicki Benefield*

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Rec'd 10/9/2013



Governor's Office of Highway Safety

7 Martin Luther King Jr Drive • Suite 643 • Atlanta, Georgia 30334

Telephone: 404.656.6996 or 888.420.0767 • Facsimile: 404.651.9107

www.gahighwaysafety.org

Nathan Deal
GOVERNOR

Harris Blackwood
DIRECTOR

October 1, 2013

Mr. L. B. Ahrens, Jr
Cherokee Co Board of Commissioners
RE: Cherokee County DUI Court 1130 Bluffs Parkway
Canton, GA 30114

**RE: Grant Number: GA-2014-000-00331
DUI / Drug Court Program**

Dear Mr. Ahrens:

Congratulations. It is my pleasure to inform you that your application in the amount of \$32,300.00 federal funds has been approved. The effective date of the grant is **October 1, 2013 through September 30, 2014**. Allowed costs incurred within this period are reimbursable at a rate of 100% of the approved federal funds allocated above.

If your jurisdiction/agency (combined) receives federal funds of \$500,000.00 or more in a year, an audit is required in accordance with OMB Circular A-133. A copy of the audit report must be submitted to the Governor's Office of Highway Safety (GOHS) prior to the end of Federal Fiscal Year 2014.

Agencies awarded federal funds through GOHS are required to receive reimbursement payments electronically. As a current grantee in Federal Fiscal Year 2013, we ask that you review the information previously submitted on your Vendor Management Form. If updates are needed, please complete and mail the enclosed Vendor Management Form (VMF) to the attention of Ms. Janice Crawford, GOHS Accounts Payable Administrator at the above address. All revisions must be submitted to GOHS no later than **November 1st**. If no revisions are needed, GOHS will continue to use the information previously submitted in making reimbursement electronically. For additional information, please contact Ms. Janice Crawford at (404) 651-8460.

Enclosed are GOHS Special Conditions governing the Project Title referenced above. This document clearly identifies the guidelines and requirements governing your grant. GOHS will host a training workshop for project directors and a finance representative in the very near future. This workshop will focus on eGOHS, reporting procedures, and Grant Terms and Conditions. Detailed information will be provided in the invitation letter.



An Equal Opportunity Employer

Cherokee Co Board of Commissioners

Page 2

A complete copy of the grant application is enclosed and may be downloaded at www.egohs.org. After logging in, go to Grant Menu, scroll down and click on Grant PDF located on the left side of the screen. Clicking here will allow you to print the complete application.

In an effort to increase GOHS participation and provide support in your local program activities, we are asking you to post your important activities/events on our online calendar at: www.gahighwaysafety.org/calender.calendar.pl.

Should you have questions regarding the content of this letter, please contact Linda Bradford, your assigned planner at (404) 656-6996.

GOHS looks forward to your partnership in helping to make Georgia's roadways safer.

Sincerely,



Harris Blackwood
Director

HB/cgs
Enclosures

cc: Mrs. Vicki Benefield, Project Director
Linda Bradford, GOHS Planner
Denora Young, GOHS Finance



An Equal Opportunity Employer

PROJECT TITLE: Cherokee DUI/Drug Court Program

Application ID 2014-GA-0018-00-C

ALL SIGNATURES MUST BE IN BLUE INK.

Agency Name Cherokee County DUI Court

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and , that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed".**

PROJECT DIRECTOR *

Name: Mrs. Vicki Benefield
(Please Print or Type)

Title: Project Director
(Please Print or Type)

Agency: Cherokee County DUI Court

Address: 90 North Street Canton, GA 30114

Phone Number: (678) 454-7476

Fax Number: (678) 454-7476

E-mail address: vicki.benefield@ellijay.com

Signature: *Vicki Benefield*

Bonded:

Yes		No	X
-----	--	----	---

Date: 5-28-2013

FINANCIAL OFFICER *

Name: Mrs. Kristi Thompson
(Please Print or Type)

Title: Sr Proc/Finance Specialist
(Please Print or Type)

Agency: Cherokee County DUI Court

Address: 1130 Bluffs Parkway
Finance/Procurement Department

Phone Number: (770) 721-7805

Fax Number: (678) 493-6032

E-mail address: kthompson@cherokeega.com

Signature: *Kristi Thompson*

Bonded:

Yes		No	X
-----	--	----	---

FEI Number: 58-6000-799

Date: _____

AUTHORIZING OFFICIAL *

Name: Mr. L.B. Ahrens, Jr.
(Please Print or Type)

Title: Chairman
(Please Print or Type)

Agency: Cherokee County DUI Court

Address: Cherokee Co Board of
Commissioners 1130 Bluff Parkway

Phone Number: (678) 493-6001

Fax Number: 678-493-6032

E-mail address: vicki.benefield@ellijay.com

Signature: *L.B. Ahrens*

Bonded:

Yes		No	X
-----	--	----	---

Date: 3-8-13

ALTERNATE SIGNATURE

Other person(s) authorized to sign for Authorizing Official for Monthly Activity Report and Reimbursement Claim submissions:

Name: Robin Addison
(Please Print or Type)

Title: DUI/Drug Court Coordinator
(Please Print or Type)

Signature: *Robin Addison*

NOTE: *THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AUTHORIZING OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.

GEORGIA HIGHWAY SAFETY GRANT APPLICATION

Governor's Office of Highway Safety
7 Martin Luther King Jr Drive, Suite 643
Atlanta, Georgia 30334
Tel: (404) 656-6996 Fax: (404) 651-9107
www.gahighwaysafety.org

COVER PAGE

Instructions:

1. Complete on-line **Grant Application** in its entirety in eGOHS.
2. **Print and return Certification page only (1 original and 3 copies) with all signatures in blue ink.**

1. Agency/Jurisdiction: Cherokee County DUI Court	5. Implementing Agency/Department:					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">2. Agency Type: <i>(Check one)</i></td> <td style="width: 15%;">State</td> <td style="width: 15%;">County</td> <td style="width: 15%;">City</td> <td style="width: 15%;">Other X</td> </tr> </table>	2. Agency Type: <i>(Check one)</i>	State	County	City	Other X	6. Project Director: Name Mrs. Vicki Benefield Title: Project Director Address: 90 North Street Canton, GA 30114 Telephone: (678) 454-7476 Fax: (678) 454-7476 Email: vicki.benefield@ellijay.com
2. Agency Type: <i>(Check one)</i>	State	County	City	Other X		
3. Name of County: CHEROKEE						
4. Authorizing Official: (Law Enforcement projects must list highest ranking elected official, i.e. County Commissioner or Mayor.) Name: Mr. L.B. Ahrens, Jr. Title: Chairman Address: Cherokee Co Board of Commissioners 1130 Bl Telephone: (678) 493-6001 Fax: Email: vicki.benefield@ellijay.com						
7. Project Title: Cherokee DUI/Drug Court Program						
8. Project Summary: To protect the safety of the citizens of Cherokee County from DUI offenders and provide offenders an opportunity to receive necessary treatment and services						
9. Grant Period: From: Oct 1 2013 To: Sep 30 2014						
10. Funds Requested: \$ \$32,300 11. Year 1: Year 2: Year 3: 12. Are funds being sought from other sources? Yes 12a. Does your jurisdiction receive any other federal funds from other sources? Yes If so, how much? \$ \$14,000.00	16. Financial Contact: Name Mrs. Kristi Thompson Title: Sr Proc/Finance Specialist Check Mailing Address: 1130 Bluffs Parkway Finance/Procurement Department Canton, GA 30114 Telephone: (770) 721-7805 Fax: (678) 493-6032 Email: kthompson@cherokeega.com					
13. Type of Application: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Initial X</td> <td style="width: 33%;">Revision</td> <td style="width: 33%;">Continuation</td> </tr> </table>		Initial X	Revision	Continuation		
Initial X	Revision	Continuation				
14. Duns Number: 101493158						
14a. Federal ID Number: 58-6000-799						
15. Audit Period From: 1/1/2013 To: 12/31/2013						
17. Congressional District(s): C11						
18. Senate District(s): S14, S21, S56						
19. House District(s): H020, H021, H022, H023, H046						

PROBLEM IDENTIFICATION

Describe the Problem

The problem statement should clearly present the traffic-related issues that are distressing the community and causing crashes, injuries and deaths. The statement should provide a concise description for the defined geographic area or jurisdiction. Include consecutive years of the most recent data to establish the conditions and the extent of the problem. (Charts, graphs, and percentages, are effective ways of displaying the data). Use additional pages as needed.

According to the Centers for Disease Control and Prevention, everyday 32 people in the United States die in motor vehicle crashes that involve an alcohol impaired driver. This amounts to one death every 45 minutes. The annual cost of alcohol related crashes total more than \$51 billion dollars annually. But there are effective measures that can help prevent injuries and deaths from alcohol impaired driving. The Cherokee County DUI/Drug Treatment Court Program was organized in March of 2005. This program is a multi-agency partnership among the State Judge, Solicitor's Office, Probation, Law Enforcement, Treatment Provider Representatives, and the Defense Bar. The design and implementation of the DUI/Drug Treatment Court as a pilot project is under the direction of Judge C. J. Gober, Jr., to coordinate substance abuse intervention with judicial oversight through enhanced supervision and individual accountability. Judge Gober recently retired in December of 2012, however Judge Alan Jordan is now presiding as head State Court Judge and oversees the Cherokee DUI/Drug Treatment Court.

As with most surrounding Metropolitan Atlanta counties, one of the largest problems is the ongoing population growth. Cherokee County is one of the largest growing counties in the state of Georgia. Unfortunately, along with this problem the DUI offenses continue to grow. According to the Georgia Office of Highway Safety, Cherokee County had 4,571 automobile traffic crashes in 2009, out of those numbers there were 1,690 injuries and 19 fatalities. In 2007 there were 5,262 automobile crashes with 1,760 injuries and 22 deaths. The latest stats shows in 2008 there were 4,571 automobile crashes with 1,583 injuries and 15 deaths. The Georgia Office of Highway Safety also shows in 2006 there were 4 fatalities in Cherokee County involving alcohol impaired drivers, in 2007 there were 6 fatalities involving alcohol impaired drivers, in 2008 there were 5 fatalities, and the numbers dropped to 1 in 2009 that involved alcohol impaired drivers. In 2011 the Cherokee Sheriff's Office had 478 impaired driver arrests and in 2012 there were 435 arrests.

As with most growing counties aggressive driving and driving under the influence is an ongoing battle. The most important goal of the DUI/Drug Treatment Court is to reduce recidivism and to have the offender accountable for their actions through intensive rehabilitation. Furthermore, the DUI/Drug Treatment Court Program meets all the requirements for license reinstatement as established by the Department of Driver Services and serves as a motivational tool for participants to complete the reinstatement process.

The targeted populations of participants eligible to receive the services of the Cherokee County DUI/Drug Treatment Court Program are those individuals who have either two DUI convictions in the last five-year period or DUI offenders who have three or more lifetime DUI convictions. Such offenders have not demonstrated an ability to redirect their behaviors through traditional sentences. This group is considered to have addiction issues related to alcohol and/or other substances, which the DUI/Drug Treatment Court Program is designed to address. The Cherokee County DUI/Drug Treatment Court Program is post adjudication. This court is not a diversion program. The criminal charges are not be reduced or dismissed upon successful completion of the program.

In FY 2012 45% of participants are between the ages of 26 and 40, participants with no income is 35%, race demographics are 88% white, 8% black, and 4% Hispanic. Also

PROBLEM IDENTIFICATION

Describe the Problem

The problem statement should clearly present the traffic-related issues that are distressing the community and causing crashes, injuries and deaths. The statement should provide a concise description for the defined geographic area or jurisdiction. Include consecutive years of the most recent data to establish the conditions and the extent of the problem. (Charts, graphs, and percentages, are effective ways of displaying the data). Use additional pages as needed.

78% of participants are male with 22% of participants female.

The length of the DUI/Drug Treatment Court Program is a minimum of 12 months and a maximum of 24 months. Progress is measured through the each of the five phases listed below. Completing each phase is based on all requirements in the treatment plan created for each individual by an evaluation assessment and the Treatment Provider. There are five phase of the DUI/Drug Treatment Court Program that an eligible participant much complete.

Phase One: Orientation and initial clinical assessment (within 24 hours of intake)

Phase Two: Extended assessment and beginning treatment (8 week minimum)

Phase Three: Active treatment and early recovery (24 week minimum)

Phase Four: Relapse prevention and mentoring (16 week minimum)

Phase Five: Maintenance until graduation. (Determined based on needs of participant)

Failure to complete the requirements and agreement between the participants and the DUI/Drug Treatment Court Program will result in termination of the program. Participants who complete the requirements of the program will developed a strong support system for their recovery, improved self-esteem, and will be in a position to be an asset in the community. Probation and the DUI/Drug Treatment Court Office will continue to monitor participants for the balance of their probationary sentence.

Since the inception of the Cherokee County DUI/Drug Treatment Court Program, there have been 3,059 high-risk offenders screened. In FY 2011 there were 662 offenders screened, 113 of those screened were eligible and 67 of the eligible offenders entered into the program. In FY 2012 there were 665 offenders screened and 117 of those were eligible to enter into the DUI/Drug Treatment Court and 72 offenders entered into the program.

Some of the offenders screened did not live in Cherokee County or the surrounding area, some were still awaiting trial, others had charges pending and some refused DUI Court and opted to take jail time. Other DUI offenders could not afford the fees, therefore had to choose incarceration instead. The goal of the Cherokee County DUI/Drug Treatment Court Program is to increase program participants with this grant with funding for the support staff. We are seeking funds for laboratory drug testing supplies to continue to improve the functioning and structure of this valuable program. The DUI/Drug Treatment Court Program is the one of only methods proven to decrease the number of tragic alcohol related fatalities.

Last Year, Cherokee County DUI/Drug Treatment Court Program enrolled 117participants into the program. Currently, there are 72 participants active in the program. This number may seem low, however a graduation was held in October of 2012. Since the inception of the Cherokee DUI/Drug Treatment Court, 345 participants have completed

PROBLEM IDENTIFICATION

Describe the Problem

The problem statement should clearly present the traffic-related issues that are distressing the community and causing crashes, injuries and deaths. The statement should provide a concise description for the defined geographic area or jurisdiction. Include consecutive years of the most recent data to establish the conditions and the extent of the problem. (Charts, graphs, and percentages, are effective ways of displaying the data). Use additional pages as needed.

the program and graduated, there have been 19 graduations, and the recidivism rate is an average of 7.2%. The current average capacity is 74.4% of the maximum number of 125.

Each year the program continues to grow, as of today, the Cherokee County DUI/Drug Treatment Court continues to keep near 75% to 85% of maximum capacity enrolled into the program. Entry into the DUI/Drug Treatment Court Program is expected to continue to grow based on the population growth of the Cherokee County. With the success of the DUI/Drug Treatment Court Program; participants completing this program are given the opportunity to become productive members of our community. The Cherokee County DUI/Drug Treatment Court Program goals are to protect the safety of all the citizens of Cherokee County. Participants of the DUI/Drug Treatment Court Program gave an opportunity to receive the necessary treatment, services, and tools through intensive judicial supervision. Alcoholism and alcohol abuse is a significant part of the today's drunk driving problem. We need to recognize that treatment works. If we do not treat the problem, then the seemingly endless and deadly circle of drunk driving will not be broken.

The latest Georgia Highway Safety Statistics, the State of Georgia had 1,641 fatality vehicle crashes in 2007 and out of those numbers, 441 fatalities were vehicle crashes related to driving under the influence. In 2008 there were 1,493 fatalities and out of those numbers, 416 were alcohol related fatalities. According to the Centers for Disease Control and Prevention, effective measures to prevent deaths and injuries from driving under the influence is: (1) aggressively enforce existing 0.08% BAC laws, minimum legal drinking age laws, and zero tolerance laws for drivers younger than 21 years of age. (2) Using sobriety checkpoints. (3) Implementing health promotion efforts that use ecological framework to influence economic, organizational, policy and school/community actions. (4) Using multi-faceted community-based approaches to alcohol control and DWI prevention. (5) Requiring mandatory substance abuse assessment and treatment for DWI/DUI offenders. The only way to break the cycle is through education and treatment.

The Cherokee DUI/Drug Treatment Court works with low or no income participants wanting to change their life. One of the main problems of rehabilitation is the income level of participants. As with most addicts, income is just about zero because before the participant entered into the DUI/Drug Treatment Court; the addict was funding their habits of alcohol or drugs. In 2012, the number of participants enrolled into the Cherokee County DUI/Drug Treatment Court was 117 out of the maximum of 125 participants. (See Attachment A: Participant Income) In addition 61% of the participants enrolled in the program were unemployed or incomes fell below the \$20,000 per year category. Participants are required to pay the mandatory minimum fines for their DUI charges as well as any restitution owed to any victim(s), their own treatment, drug screens, probation fees, and the costs to reinstate their driver's license. The Cherokee County DUI/Drug Treatment Court would like to provide services to carefully screened low/no income DUI offenders who want to change their lifestyle, but cannot afford the drug testing fees. Many of the low/no income participants in the program now may be sacrificing other family needs that could be critical in their everyday needs. This is a concern with the Cherokee County DUI/Drug Treatment Court because the program is not meant to be a hardship on other family members such as minor children within the family. A 2006 Assessment of

PROBLEM IDENTIFICATION

Describe the Problem

The problem statement should clearly present the traffic-related issues that are distressing the community and causing crashes, injuries and deaths. The statement should provide a concise description for the defined geographic area or jurisdiction. Include consecutive years of the most recent data to establish the conditions and the extent of the problem. (Charts, graphs, and percentages, are effective ways of displaying the data). Use additional pages as needed.

drug endangered children by Applied Research Services found that 65% of child deprivation cases in Georgia involved parents either manufacturing or abusing drugs. As the participant progresses in the program and with treatment and sobriety we are hoping that the low/no income participants will re-enter into the workforce and generate additional income for themselves. The Cherokee DUI/Drug Treatment Court wants to make the program participants accountable for their actions, this assistance is not free, and the participants are required to pay all costs before the program graduation.

As of today, participation recidivism is 7.2%, which is below the average of existing DUI/Drug Treatment Court Programs. Before the program began, the recidivism rate in Cherokee County was not tracked. DUI offenders were incarcerated and there were no other alternatives. DUI/Drug Treatment Court Programs can provide the needed intervention to get hardcore drunk drivers into the necessary treatment as a way to help stop recidivism and to hold them accountable for their actions. The Cherokee County DUI/Drug Treatment Court is requesting funding for staff support and drug testing supplies to continue the success of this crucial program in our community.

PROGRAM ASSESSMENT

Assess the Current Situation

Program Assessment is the process used to determine the resources that a community is currently using to address the problem. Review activities and results of past and current efforts, indicating what did or did not work. Assess resources to determine what is needed to more effectively address the problem. Identify local laws, policies, groups, and organizations that support or inhibit the success of the project.

PROGRAM ASSESSMENT

The Cherokee DUI/Drug Treatment Court Program consists of a Steering Committee made up of a variety of backgrounds such as Mayors, County Manager, Reinhardt College Vice President, Chamber of Commerce Director, County Commissioners, Department of Family Services, Medical Advisers, and other various community leaders. The Cherokee DUI/Drug Treatment Court Team consists of a number of multi-agency members to include Honorable Alan Jordan, the Solicitor's Office, Sheriff's Office, Probation, and a Treatment Counselor.

The Cherokee DUI/Drug Treatment Court Program goals are to protect the citizens of Cherokee County by reducing the number of traffic accidents, injuries, and deaths related to DUI offenses. The program is designed to reduce the expense of DUI offenses in the criminal justice systems by a reduction of significant time spent between arrests and sentencing of DUI offenses. The program will identify and fast track eligible participants. The Cherokee DUI/Drug Treatment Court will develop partnerships among drug courts, public agencies, and community-based organizations that generate local support and enhance overall program effectiveness. Another aspect is to develop and maintain a coordinated system of sanctions and rewards to motivate, facilitate, and promote self-esteem of participant compliance.

The Cherokee DUI/Drug Treatment Court Program is designed to increase the number of productive members of our community upon completion of the program. The program will integrate substance abuse treatment with participant accountability and enhanced supervision with continued judicial monitoring. It will provide access to a continuum of alcohols, drug and other related treatment and rehabilitation services. By monitoring participants with frequent alcohol and other drug testing with current technologies, it will help maintain abstinence. In addition, implementation of the core components to each of the five phases of the program is mandated for license reinstatement. Gainful employment is more readily available for all participants who are able to work in order that they make a financial investment in their treatment program.

The Cherokee DUI/Drug Treatment Court Program uses the following information to determine sanctions and incentives, which are imposed on the participants by the Judge during court reviews. Sanctions include but are not limited to admonishment by the Judge, community service, jail time, termination from the Cherokee DUI/Drug Treatment Court. Incentives for the participants include: verbal praise and higher self-esteem, receiving certificates of recognitions, team and peer acknowledgment for various levels of achievement, and possibly lower probation periods. Participants enrolled in the Cherokee DUI/Drug Treatment Court will have effective case management and increased accountability based on the multi-agency team approach involving the judiciary, prosecutor, law enforcement, treatment, local bar, drug court coordinator, and probation.

The Cherokee DUI/Drug Treatment Court Program is post adjudication. Each eligible participant entered into the program will be voluntary. The court will not be used as a diversion program. Criminal charges will not be reduced or dismissed upon successful completion of the program. The targeted population of participants eligible to receive the services of the Cherokee DUI/Drug Treatment Court Program

PROGRAM ASSESSMENT

Assess the Current Situation

Program Assessment is the process used to determine the resources that a community is currently using to address the problem. Review activities and results of past and current efforts, indicating what did or did not work. Assess resources to determine what is needed to more effectively address the problem. Identify local laws, policies, groups, and organizations that support or inhibit the success of the project.

will be those individuals who have either two DUI convictions in the last five-year period, or DUI offenders who have three or more lifetime DUI convictions. Such offenders have not demonstrated an ability to redirect their behavior through traditional sentences. This group is considered to have additional issues related to alcohol and/or other substances, which the Cherokee DUI/Drug Treatment Court is designed to address. Defendants not residing or working within 30 miles of the Cherokee County area will be reviewed to determine eligibility for participation in the program.

The Cherokee DUI/Drug Treatment Court monitors participant progress on a bi-monthly basis. The TEAM Members meet to discuss the participant's progress or regressions. The Cherokee DUI/Drug Treatment Court works in harmony with the local police jurisdictions, the county Sheriff's Office, and other agencies promoting safe highways in Cherokee County on an on-going basis.

Individuals with one DUI conviction, or who exhibit a pattern of criminal behavior consistent with continuing substance abuse, may be sentenced to participate in the Cherokee DUI/Drug Treatment Court at the Judge's discretion. Should an individual, or his/her attorney, request the Cherokee DUI/Drug Treatment Court, such request will be evaluated and a determination made for program participation. Also, the first time DUI offenders between the ages of 17 and 20 years of age are required to attend one treatment session and a mandatory fee.

The Cherokee DUI/Drug Treatment Court excludes anyone with violent tendencies. Anger issues that are uncovered are brought to staffing attention and alternative or additional services are considered. Victimization issues will also be brought to staffing attention to determine alternative treatment modalities.

In 2010, the Cherokee DUI/Drug Treatment Court acquired laboratory equipment from the State of Georgia to provide immediate screening and test results. Funding for in-house supplies such as alcohol drug testing kits, instant urine drug kits, and additional needs assessments are needed to give the Cherokee DUI/Drug Treatment Court TEAM important statistics and results, revealing abstinence of drugs or alcohol, and to ensure compliance with program protocols. Immediate and available access to equipment saves time for services; participants do not have to re-locate to another facility, again enhancing the Cherokee DUI/Drug Treatment Court. We are now in the process of working with other courts in Cherokee County to provide drug tests and we are hoping to one day have the in-house laboratory certified to provide drug test for other county agencies and the private sector. This will help in operating revenue for the program.

The Cherokee DUI/Drug Treatment Court also works with the different community organizations such as MADD and Cherokee FOCUS. The program participates in two highly publicized events, Cherokee County's Crime Night Out and Cherokee County Drug Summit. In the past, repeat DUI offenders were put in jail to serve their sentencing and without counseling or any additional programs available to offer. Therefore, when the repeat DUI offender was released from serving his/her jail time, they were free to get behind the wheel of an automobile for yet another time to drive drunk on our roads. Today, Cherokee County is fortunate to have the Cherokee DUI/Drug Treatment Court in operation to provide an option for addressing the substance-abuse

PROGRAM ASSESSMENT

Assess the Current Situation

Program Assessment is the process used to determine the resources that a community is currently using to address the problem. Review activities and results of past and current efforts, indicating what did or did not work. Assess resources to determine what is needed to more effectively address the problem. Identify local laws, policies, groups, and organizations that support or inhibit the success of the project.

offender. As with most new programs the Cherokee DUI/Drug Treatment Court is searching for new and innovative ways to improve overall performance of the program. As of today, the program is working well, however we look seriously at participant and community feed back to improve services.

The Cherokee DUI/Drug Treatment Court continues to grow in popularity within our community. The Cherokee DUI/Drug Treatment Court has an annual Community Awareness Day held at the Justice Center located in downtown Canton. This event includes the Varsity Catering serving hamburgers and hotdogs to the local community, and we are recognized with the local media (please see attached article). Another growing annual event is the Twilight Run F.O.R. Cherokee, which promotes keeping our highways safe from impaired drivers. Media and local cities, including the County Commissioners support this event. This event is endorsed by county mayors, the commissioners, and the sheriff of Cherokee County. Quarterly newsletters are published with activities of the DUI/Drug Court, testimonials from the participants and other articles from our community partnerships. This newsletter is published on our website and circulated through out the county at various locations. A valuable tool the Cherokee DUI/Drug Treatment Court used with community outreach is our custom made informational video. This video entails recaps and testimonials from past participants, along with our TEAM Members and the Friends of Recovery Foundation Board Members. This again is located on our web site to view along with our calendar of events.

The Cherokee DUI/Drug Treatment Court Program is hoping to reduce the number of DUI's within Cherokee County and make a difference in our community with this intensive program. Since the inception of the Cherokee DUI/Drug Treatment Court, 572 participants have enrolled into the program; we have had 19 graduations with 345 graduates. As of today, participation recidivism remains a 7.2%. The DUI/Drug Court is always open for improvements in the program. Feed back is monitored from participants, the DUI/Drug Court Team Members, the DUI/Drug Court Foundation, and the DUI/Drug Court Steering Committee. The DUI/Drug Court has grown to almost capacity levels, in 2012 there were three graduations, as the program continues to grow, we are expecting to increase that total to four graduations each year. Education and making the offender accountable for his/her actions will help rehabilitate the dangerous drunk driver with serious drinking problems. The Cherokee DUI/Drug Treatment Court Program is looking for funding for the salary expenses of Program Coordinator, the Compliance Officer, and needed supplies to help keep this valuable program in existence.

PROGRAM ASSESSMENT CHART

(For Police Traffic Services Projects Only)

Please provide the current level of enforcement activity for the entire department for the three (3) previous calendar years (January 1 through December 31).

ACTIVITY	CALENDAR YEAR		
	2010	2011	2012
DUI ARRESTS	NA	NA	NA
SPEEDING (all cases)	NA	NA	NA
SAFETY BELT VIOLATIONS	NA	NA	NA
ALL OTHER TRAFFIC VIOLATIONS	NA	NA	NA
TRAFFIC CRASHES INVESTIGATED	NA	NA	NA
CHECK POINTS CONDUCTED	NA	NA	NA

PROJECT OBJECTIVES, ACTIVITIES AND EVALUATIONS

PROPOSED PROJECT OBJECTIVES, ACTIVITIES AND EVALUATION

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, "Click-it or Ticket" and DUI Enforcement Campaigns.

*Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gahighwaysafety.org to view goals).

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court.

Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

PROJECT OBJECTIVES, ACTIVITIES AND EVALUATIONS

PROPOSED PROJECT OBJECTIVES, ACTIVITIES AND EVALUATION

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, "Click-it or Ticket" and DUI Enforcement Campaigns.

*Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gahighwaysafety.org to view goals.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

Activity: The Cherokee County DUI court will add 6 new participants each month.

Evaluation: Document the number of new participants.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

Activity: The Cherokee County DUI Court will serve a total of 100 participants each month.

Evaluation: Document the total number of DUI Court participants.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

Activity: The Cherokee County will hold 4 DUI Court sessions each month.

Evaluation: Document the number of DUI Court sessions held each month.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

PROJECT OBJECTIVES, ACTIVITIES AND EVALUATIONS

PROPOSED PROJECT OBJECTIVES, ACTIVITIES AND EVALUATION

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, "Click-it or Ticket" and DUI Enforcement Campaigns.

*Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gahighwaysafety.org to view goals.

Activity: The Cherokee County DUI Court will have a range of 1-5 participants graduating to Phase V - Continuum of Care each month.

Evaluation: Document the number of participants graduating to Phase V each month.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

Activity: 4 of Cherokee County DUI Court participants will complete DUI school each month.

Evaluation: Document the number of participants who move through the different phases each month.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

Activity: 15 of Cherokee County DUI Court participants will move from one phase to another each month.

Evaluation: Document the number of participants who move through the different phases each month.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

PROJECT OBJECTIVES, ACTIVITIES AND EVALUATIONS

PROPOSED PROJECT OBJECTIVES, ACTIVITIES AND EVALUATION

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, "Click-it or Ticket" and DUI Enforcement Campaigns.

*Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gahighwaysafety.org to view goals.

Activity: 2 of Cherokee County DUI Court participants will be eligible for re-licensure each month.

Evaluation: Document the number of participants who are eligible for re-licensure each month.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

Activity: The Cherokee County DUI Court will hold 2 staff meeting per month.

Evaluation: Document the number of staff meetings each month.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

Activity: 18 of Cherokee County DUI Court participants will complete clinical evaluations each month.

Evaluation: Document the number of participants who complete clinical evaluations each month.

Goal: 1.1 GOHS GOAL: REDUCE ALCOHOL/DRUG RELATED CRASHES/INJURIES/FATALITIES

Objective: To reduce DUI recidivism rates in Cherokee County over the course of the FY 2014 grant period through the continuation of a DUI Court. Recidivism rates ending in 2012 were 7.2% and the goal is to reduce the recidivism rate to 6.2% or keep it below 7.2%.

Activity: In FY 2013-2014, less than 10 Cherokee County DUI Court participants will be terminated due to non-compliance.

PROJECT OBJECTIVES, ACTIVITIES AND EVALUATIONS

PROPOSED PROJECT OBJECTIVES, ACTIVITIES AND EVALUATION

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, "Click-it or Ticket" and *DUI Enforcement Campaigns*.

*Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gahighwaysafety.org to view goals).

Evaluation: Document the number of terminations due to non-compliance

MILESTONE CHART

Instructions:	Using the provided Milestone Chart, list projected activities to be accomplished on a monthly basis. This section should reflect the activities described in the Proposed Solution Plan/Activities.												
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
OBJECTIVE/ACTIVITY 18 of Cherokee County DUI Court participants will complete clinical evaluations each month.	18	18	18	18	18	18	18	18	18	18	18	18	216
OBJECTIVE/ACTIVITY In FY 2013-2014, less than 10 Cherokee County DUI Court participants will be terminated due to non-compliance.												10	10

MEDIA PLAN

Describe your plans for announcing the award of this grant to your community through media outlets available to you. Discuss how you plan to keep the public informed of grant activities throughout the entire project period. Use additional pages as necessary.

The Cherokee County DUI Court Program will prepare a press release to the local newspapers, radio stations and local television. News papers will consist of local community magazines, Cherokee Tribune, Lakeside Ledger News, and the Atlanta Journal. As success of the of the Cherokee County DUI/Drug Court Program continues to grow and progress, future media releases will be prepared as needed. The Cherokee County DUI Court Program participates with the local MADD Chapter, in Cherokee County's Crime night out and the Cherokee County Drug Summit.

RESOURCE REQUIREMENTS

Indicate the personnel, equipment, and supplies needed to complete the project.

- 1. What personnel are needed and how will they be used?**
- 2. What are the types and quantity of needed equipment?**
- 3. How will equipment be used and by whom?**
- 4. Describe the training required by personnel.**

RESOURCE REQUIREMENTS

At this time, the Cherokee County DUI/Drug Treatment Court Program is seeking funds to compensate the Drug Court Coordinator's Salary. The DUI/Drug Treatment Court Coordinator works 100% of her time with the DUI/Drug Treatment Court. 50% of her salary is covered in this grant. This position includes but is not limited to the following duties:

POSITION SUMMARY: This is responsible management, marketing, supervisory, accounting, administrative and court services work involving managing the daily operation of the Cherokee County DUI/Drug Treatment Court. Work involves coordinating, organizing and decision making of all aspects of the court; collaborating with all stakeholders to establish, implement, monitor and facilitate court policy and procedures, handling inquiries from the public; serving as chair of the Cherokee County DUI/Drug Treatment Court business meetings; preparing and monitoring budgets, payments, income and all necessary accounting functions; serving as liaison with other departments and agencies; and serving as ex officio Board Member of the Cherokee County DUI/Drug Treatment Court Foundation, Inc. Work is performed under the general supervision of the Chief State Court Judge.

Additional funding is requested for the Compliance Officer.

POSITION SUMMARY: The Compliance Officer plays an important role in the success of the Cherokee County DUI/Drug Treatment Court. Duties include the following. Other duties may be assigned. He is responsible for seeing that conditions as ordered by the Courts for offenders are monitored and enforces special orders of the court that might include monitoring of substance abuse treatment, curfews and home detention as well as electronic monitoring. He maintains contacts with law enforcement agencies, members of judiciary, Office of the State's Attorney, Public Defender, employers, local social service agencies, schools and others. He conducts curfew checks of offenders to ensure that they are home during curfew hours, assess/verify living conditions of offenders. The Compliance Officer works 100% of his time with the DUI/Drug Treatment Court, but he is not considered full time. Only approximately 30% of his salary is covered with this grant. His hours vary from paycheck to paycheck.

All treatment professionals of the DUI/Drug Treatment Court have completed the skills based training and operational training provided by the National Drug Court Institute. Each year TEAM Members of the DUI/Drug Treatment Court attend various trainings and seminars to stay up to date in today's ever changing policies and procedures in the field of mental health.

Funding will also be used for operational expenses such as drug testing kits for potential DUI Court participants and to ensure compliance with the program. In 2012, the number of participants enrolled into the Cherokee County DUI/Drug Treatment Court was 117 out of the maximum of 125 participants, with 72 of those being new participants.

SELF-SUFFICIENCY

Continuation Plan

Federal funding guidelines require that each funded project indicate how the activities of the project will be continued after federal funds are no longer provided. The continuation plan must identify potential sources of non-federal funds.

The Cherokee County DUI/Drug Court Program receives funds from the Drug Abuse Treatment and Education (DATE) Fund which are legislated funds. Participants who are enrolled into the DUI/Drug Court Program are required to pay a fee. A new program initiated from the Cherokee County Solicitor's Office requires that ages 17 through 20 years of age with DUI's pay a mandatory fee of \$125.00 for the first offense. Various contributions are received from community support. Future grants are also planned to be applied for through the government and the private sector. The DUI/Drug Court testing laboratory is another avenue for financial support. Plans are being made to solicit the private sector to administer drug testing. We also have a sister non-profit foundation that solicits other grants from foundations to assist with the low/no income participants drug tests and program fees. Cherokee Friends of Recovery Foundation has several fundraisers throughout the year generating additional funding for the program.

PERSONNEL SERVICE DETAIL – BENEFITS

Project Salaries	Percent of Time	Project Salary
Total	130	\$53,400.00
Fringe Benefits	Percentage	Amount
F.I.C.A.:	7.65	\$4,085.10
Retirement:	2.5	\$1,335.00
Health Insurance:	2	\$1,068.00
Worker's Comp.:	1.2	\$640.80
Unemployment Insurance:	1	\$534.00
Other: Dental Insurance	0.1	\$53.40
Other: Life Insurance	0.1	\$53.40
Other: NA	0	\$0.00
Total		\$7,769.70
Total Personnel Service: (Total Salaries + Fringe Benefits)		\$61,169.70
Round Off Total to Nearest Hundred Dollars:		\$61,170.00

PAY SCHEDULE FOR PROJECT EMPLOYEES

Form 101B

(1) PAY CODE: Biweekly

(2) PAY PERIOD			(3) DATES PAID
MONTH	BEGINNING DATE	ENDING DATE	ACTUAL PAY DAY
September	10/1/2013	10/12/2013	10/17/2013
October	10/13/2013	10/26/2013	10/31/2013
October	10/27/2013	11/9/2013	11/14/2013
November	11/10/2013	11/23/2013	11/28/2013
November	11/24/2013	12/7/2013	12/12/2013
December	12/8/2013	12/21/2013	12/26/2013
December	12/22/2013	1/4/2014	1/8/2014
January	1/5/2014	1/18/2014	1/23/2014
January	1/19/2014	2/1/2014	2/6/2014
February	2/2/2014	2/15/2014	2/20/2014
February	2/16/2014	3/1/2014	3/10/2014
March	3/2/2014	3/15/2014	3/24/2014
March	3/16/2014	3/29/2014	4/17/2014

Please read instructions before completing this form.

GOHS Form 101B

Revised May 2004

PAY SCHEDULE FOR PROJECT EMPLOYEES

Form 101B

(1) PAY CODE: Biweekly

(2) PAY PERIOD			(3) DATES PAID
MONTH	BEGINNING DATE	ENDING DATE	ACTUAL PAY DAY
April	3/30/2014	4/12/2014	4/17/2014
April	4/13/2014	4/26/2014	5/1/2014
April	4/27/2014	5/11/2014	5/15/2014
May	5/12/2014	5/24/2014	5/29/2014
June	6/8/2014	6/21/2014	6/26/2014
June	6/22/2014	7/5/2014	7/10/2014
July	7/6/2014	7/19/2014	7/24/2014
July	7/20/2014	8/2/2014	8/7/2014
August	8/3/2014	8/16/2014	8/21/2014
August	8/17/2014	8/30/2014	9/4/2014
August	8/31/2014	9/13/2014	9/18/2014
September	9/14/2014	9/27/2014	10/2/2014
September	9/28/2014	9/30/2014	10/16/2014

Please read instructions before completing this form.

GOHS Form 101B

Revised May 2004

COST CATEGORY SUMMARY

COST CATEGORY		TOTAL	ROUNDED
1.	Personnel Services (salaries & fringes)	\$61,170.00	\$30,600.00
2.	Regular Operating Expenses	\$3,350.00	\$1,700.00
3.	Travel	\$0.00	\$0.00
4.	Equipment Purchases	\$0.00	\$0.00
5.	Contractual Services	\$0.00	\$0.00
6.	Per Diem & Fees	\$0.00	\$0.00
7.	Computer Charges and Computer Equipment	\$0.00	\$0.00
8.	Telecommunications	\$0.00	\$0.00
9.	Motor Vehicle Purchases	\$0.00	\$0.00
10.	Rent/Real Estates	\$0.00	\$0.00
11.	Total	\$64,520.00	\$32,300.00

MATCHING FUNDS		%		ROUNDED
12.	Local Cash Match	50		\$32,300.00
13.	Federal Participation (percentage of total in Item 11)	50		\$32,300.00



GEORGIA HIGHWAY SAFETY GRANT APPLICATION

**Governor's Office of Highway Safety
7 Martin Luther King Jr Drive, Suite 643
Atlanta, Georgia 30334
Tel: (404) 656-6996 Fax: (404) 651-9107
www.gahighwaysafety.org**

GRANT TERMS, CONDITIONS AND CERTIFICATION

GRANT TERMS AND CONDITIONS

1. AVAILABILITY OF FEDERAL FUNDS:

All grant awards are contingent upon the availability of federal funds.

2. APPLICABLE FEDERAL REGULATIONS:

Grantees must comply with all applicable federal and state laws and requirements including those in 49 CFR Part 18 and the following Office of Management and Budget (OMB) Circulars:

- OMB Circular A-87 - Cost Principles for State, Local and Indian Tribal Government
- A - 21 - Cost Principals for Institutions of Higher Education
- OMB Circular A-133 - Audit of State and Local Governments, Non-Profit Organizations (same as 49CFR Part 90)
- OMB Circular A-122 - Cost Principles for Non-profit Organizations
- State of Georgia Senate Bill 474 Audit Requirements for private, Non-Profit Organizations
- O.C.G.A. § 10-12-1

Note: OMB Circulars may be viewed on the World Wide Web at: www.1800net.com/nprc/ State of Georgia Senate Bill 474 Requirements: www2.state.ga.us/departments/audit.

3. AUDIT REQUIREMENTS

Grantee agrees to comply with the following audit requirements:

Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions OMB Circular A-133.

An entity includes not only the grantee, but also the entire jurisdiction. As an example, if your agency were a city police department the entity would encompass the entire city. If your agency were a county agency, the entity would encompass the entire county. Therefore, to determine if your agency falls within the requirements to submit an audit, the federal funds for the entire city, county, etc. must be considered, not just the funds expended in your grant.

The audit requirements are established to determine whether (a) financial operations are conducted properly, (b) the financial statements are presented fairly, (c) the organization has complied with laws and regulations affecting the expenditure of federal funds, (d) internal procedures have been established to meet the objectives of federally assisted programs, and (e) financial reports to the Federal Government contain accurate and reliable information. In an organization wide audit, GOHS funds must be clearly identified using the applicable Catalog of Domestic Federal Assistance (CDFA) number.

Audits shall be carried out in accordance with generally accepted auditing standards as adopted by the American Institute of Certified Public Accountants Guidelines for the Audit of State and Local Governments, as well as the booklet "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," by the Comptroller General of the United States and OMB Circulars A-133 or A-110 whichever is applicable.

The audit report must include as a minimum the following:

- Financial statements including a supplemental schedule covering federal funds expended during the audit period.

- A study and evaluation of the recipient's internal control system.
- A study and evaluation of the contracting agency's compliance with the laws and regulations for federally funded programs.
- A schedule of all questioned costs and incidents of noncompliance related to the federally funded project.

The grantee's response to all findings and questioned costs, including corrective action taken or planned and the disposition of questioned costs, must accompany the audit report. This information must be sent to GOHS within 30 days of receipt of the audit report.

Failure to furnish an acceptable audit, as determined by the state and/or federal cognizant audit agency, may be a basis for denial and/or refund of federal funds. Federal funds determined to have been misspent are subject to refund or other resolution.

4. ACCESS TO RECORDS

The Governor's Office of Highway Safety, the Comptroller General of the United States, or any of their authorized representatives, shall have the right to access any pertinent books, documents, papers and records of the grantee or subcontractor for the purpose of making audits, examinations, excerpts and transcripts.

5. ACCOUNTING RECORDS/SOURCE DOCUMENTATION

The grantee must maintain an accounting system, which identifies the source and application of all funds provided for the grant's activities. The system must record and summarize financial transactions in a manner sufficient to permit the required reports to be prepared from them. These financial transactions should be recorded in books of original entry (cash receipts and disbursement journals) and summarized through the use of ledgers, which identify the financial results of the grant's activities. All transactions should be adequately documented and identified in the accounting records in order that they can be traced from the original source documents to the accounting records and then to the monthly claim for reimbursement submitted to GOHS.

The grantee must support accounting records with source documentation such as cancelled checks, paid bills, etc. When personal services are funded as part of the grant, the agency shall maintain the following additional documentation:

- payroll records;
- time distribution and attendance records for individual employees;
- salaries and wages of employees, chargeable to more than one project or cost;
- appropriate time distribution records showing time allocated to each function.

Documentation for matching funds must also meet the criteria above.

Support of salaries and wages

Where grantee employees are expected to work solely on a single Federal Award or cost objective, charges for their salaries and wages must be supported by semi-annual certification. This document verifies that the employee worked solely on that program for the period covered by the certification. The certification periods cover October – March and April – September. Grantees with personal service costs within their budget must complete and submit the Semi Annual Certification Form provided by their assigned GOHS Planner no later than thirty (30) days after the close of each period. The form must be signed by the employee or their supervisory official having firsthand knowledge of the work performed by the employee.

6. COSTS

a. ALLOWABLE COSTS

Payment for costs incurred shall be on a reimbursable basis. An advance of funding is not allowable for Highway Safety activities. Cost incurred means the grant must have established a liability for payment.

Items must meet all of the following criteria to be an admissible cost for reimbursement of an approved highway safety grant:

All items must:

- be an item or service approved in the grant.
- represent an actual expenditure and be chargeable to the grant.
- be incurred on or after the authorized effective date of the grant and on or before the ending date of the grant period.
- be necessary for proper and efficient administration of the project and be allocated to the activities in the grant
- be reasonable when compared to unit value.
- be reduced by all applicable credits.
- be in the pro-rata share of the approved project (when allowable costs are to be allocated or pro-rated to a project, an allocation or pro-ration worksheet must be prepared and retained by the agency for audit).
- be permissible under federal, state and local laws, regulations and practices.
- not result in a profit or other increment to the grantee, unless the profit is used to advance the project within the grant limits.
- not be allocated to, or included, as a cost of any other federally financed program.

Specific allowable costs are outlined by cost category in Chapter II of Grant Management Manual.

b. UNALLOWABLE COSTS

- Compensation for time spent in court.
- Compensation for overtime paid at one and a half times pay unless the following conditions are met:
 - 1) Payments for overtime, which are clearly defined, and separately delineated in the grant application, exhibited as a separate cost category in the budget pages of the grant application, **and pre-approved by GOHS.**
 - 2) A plan for overtime payment, including the existing departmental or agency overtime policy for non-project personnel, must be submitted for review and approval by GOHS prior to expense being incurred.
- Employee's salary while pursuing training nor to pay the salary of the employee's replacement, except where the employee's salary is supported with federal funds under an approved GOHS project.

7. COMPLIANCE WITH STATEWIDE REPORTING REQUIREMENTS

The grantee, as a condition of the grant, must comply with all state criminal justice reporting requirements mandated by law, or agency regulation. This includes, but is not limited to the following Sections of the Official Code of Georgia Annotated.

- 24-3-17 Admissibility of certified copies of records of Department of Public Safety or comparable agencies in other states; admissibility of computer-transmitted records.
- 40-6-278 The Commissioner of Department of Driver Services shall prescribe, by rule, uniform motor vehicle accident reports and reporting procedures that shall be used by all police officers, whether state, county, or municipal.
- 40-13-1 The Commissioner of Public Safety shall develop a uniform traffic citation and complaint form.
- H.B. 489 Service Delivery Strategy Act.

8. COURT PAY

The Governor's Office of Highway Safety cannot reimburse expenditures for court pay. Section 24-10-27 of the Official Code of Georgia Annotated, entitled witness fee for police officers, etc., indicates that expenditures for court pay to law enforcement officers shall be paid by the governing body authorized to disperse public funds for the operation of the court. Therefore, no federal funds can be utilized to supplant these local funds.

9. EDUCATION AND TRAINING

Development costs associated with new training curriculums and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA/FHWA or by other states and are approved by the NHTSA/FHWA Regional Administrator. This does not preclude modifications of present material necessary to meet particular state and local instructional needs.

In order for the cost of training to be approved for funding in the grant, the following criteria apply:

- All personnel to receive training must currently be working in an area dealing with the highway safety grant or project.
- The person(s) receiving the training will be used in a highway safety area or project for a reasonable period of time after receiving the training.
- The training requested must be critical to the operation of the highway safety grant/project.

10. EQUAL OPPORTUNITY

The grantee agrees to comply with federal and state laws, rules and regulations and policies relative to nondiscrimination in employment practices because of political affiliation, religion, race, creed, color, sex, disability, age, national origin or one's limited English proficiency. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissals and other elements affecting employment and employees.

The grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973 (The Act). No otherwise qualified disabled person shall, solely by reason of disability, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The grantee agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all its sub-grantees, contractors and subcontractors.

The grantee agrees to comply with all requirements of the Americans Disabilities Act of 1990 (ADA) as applicable.

The grantee shall post in a conspicuous place, available to all employees and applicants for employment and services, notices setting the provisions of the above-mentioned Equal Opportunity certifications.

The grantee assures that 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, disability, age, political affiliation, creed or one's limited English proficiency or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the Governor's Office of Highway Safety (GOHS).

11. FINANCIAL MANAGEMENT SYSTEMS

Financial management systems shall provide for accurate, current and complete disclosure of financial results for each grant program. These systems must also provide records that identify the application of grant funds; effective control and accountability for all funds and property; comparisons of actual outlays with budgeted amounts; and a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

12. GRANT CLOSEOUT PROCEDURES

Upon completion of the grant, settlements of adjustment and payments shall be made after final claims for reimbursement and final program reports are received. Grants may be suspended, payments may be withheld or grantees may be prohibited from incurring additional expenses, if a grantee has failed to comply with the stipulations, standards or conditions of the grant awarded.

GOHS may terminate any grant, in part or in whole at any time before the completion of the grant, whenever it is determined that the grantee has failed to comply with the conditions of the grant. Also a grant may be terminated when both parties agree that continuation of the grant would not produce beneficial results. Provisions for project termination are further detailed in the grant agreement and should be reviewed prior to approval.

All grant funded purchases must be requested, purchased, invoiced and delivered prior to September 30.

13. BUY AMERICA ACT

The grantee will comply with provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steels, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would

be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

14. POLITICAL ACTIVITY (HATCH ACT)

The grantee will comply as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

The Hatch Act's Section 12(a) states in part:

"No officer or employee of any state or local agency whose principal employment is in connection with any activity which is financed in whole or in part by loans or grants made by the United States or any federal agency shall take any active part in political management or in political campaigns."

This section covers state and local government employees whose principal employment (generally has been defined as occupying at least fifty percent of the employee's time) is in connection with highway safety projects supported in whole or in part by federal funds under the Highway Safety Act of 1966. An "active part" in political management or campaigns may be defined as: spending time, money or supporting publicly the political campaign of any individual for public office with the purposes of and to solicit the support of others to the campaign.

15. CONFLICTS OF INTEREST

Personnel and other officials connected with this grant shall adhere to the requirements given below:

1. No official or employee of a state or unit of local government or of non-government grantees/sub-grantee shall participate personally through sole approval or disapproval of a grant application or a grant's budgetary matters, when doing so would create a conflict of interest, potential conflict of interest, or appearance of impropriety.
2. Appearance: An appearance of a conflict exists when a reasonable person would conclude from the circumstances that an employee's ability to protect the public interest, or perform public duties, is compromised by personal interests. An appearance of conflict could exist even in the absence of a true conflict. In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub-grantees shall avoid any action which might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; or
 - Affecting adversely the confidence of the public in the integrity of the government or the program.
3. The grantee certifies that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibits and regulates certain transactions between certain state officials, employees and the state of Georgia, have not been violated and will not be violated in any respect.

16. SUPLANTING

The grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled. Costs for personnel can only be reimbursed for the time spent directly on the project.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be supplanting and is not allowable. Failure to comply with this requirement could result in the following actions:

- Refund to GOHS its portion of compensation (salary/fringe benefits) previously received.
- Termination of the federally funded grant.

If a grant employed person is unable to fulfill his or her duties for a period longer than two (2) weeks, the grantee is expected to replace that employee. Contact your assigned GOHS planner for additional instructions.

17. PROJECT IMPLEMENTATION

The grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report and claim submission.

a. eGOHS Login Process

Active grantees utilizing the eGOHS System are required to login at least once per grant year. This includes the Agency's Authorized Official (AO), the Financial Officer (FO) and the Project Director (PD). If the AO, FO or PD fail to use their login in eGOHS within 36 consecutive months, their login status will become deactivated and then it will require the eGOHS Help Desk to reset their password.

b. GOHS Certification Page

Grantee must inform GOHS immediately when changes occur within the Agency's Authorized Official (AO), the Financial Officer (FO) and the Project Director (PD). Grantee agrees to submit a new GOHS Certification page signed by the AO, FO and the PD in blue ink. The new form must be submitted to the assigned GOHS Planner no later than five (5) days after the change has been made in eGOHS.

18. MODIFICATIONS/BUDGET AND PROGRAM

If after the implementation date of a project, it becomes necessary to make budget revisions, programmatic changes or schedule modifications, the grantee should detail the modification necessary and the justification for the change. Written modifications are necessary for all budget changes, time extensions beyond the approved ending date and for any major deviations from project goals and objectives. The request for the modification must be submitted by the grantee and approved by GOHS prior to the end of the grant period. The modification is not approved until the grantee receives approval notice through eGOHS. Contact your assigned GOHS planner for specific instructions to request modifications.

19. MONITORING AND REPORTING PROGRAM PERFORMANCE

Grantee shall constantly monitor the performance of grant activities to ensure that time schedules and other performance goals are being achieved. Actual progress toward established goals and objectives shall be compared monthly and reasons for not meeting objectives shall be reported quarterly. A Final Report must be submitted 45 days after the end of the grant period.

On-site monitoring by GOHS personnel will be conducted soon after the effective date of the grant and periodically thereafter. Monitoring visits may review, in detail, the progress of the project, record keeping and support documents, accountability of equipment, budget, time frames, and ensure monies obligated are spent in accordance with the grant agreement.

20. OBLIGATION OF FUNDS

Grant funds may not, without advance written approval by the GOHS, be obligated prior to the effective date or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 20 calendar days after the grant period.

21. PROCUREMENT STANDARDS

Grantees will follow the same policies and procedures it used for procurement covered by their non-grant funds. These procedures must be written and should reflect applicable state and local laws and regulations. The grantee's procurement system will provide for maximum open and free competition concerning its procurement transactions.

Grantee will maintain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts and bids. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Grantee procedures will provide for review of proposed procurement to avoid purchase of unnecessary or duplicate items. Whenever possible, the grantee should enter into state and local intergovernmental agreements for the procurement of common goods.

The grantee will maintain records sufficient to detail the significant history of the purchase.

Equipment items with a unit cost of \$5,000.00 or more must have prior approval from NHTSA through GOHS before being purchased.

22. PROGRAM INCOME

Program income means gross income earned by the grantee from grant-supported activities. Program income may include but is not limited to revenue from service fees, sale of commodities acquired with federal funds, use of rental fees for property acquired with federal funds and royalties on patents and copyrights.

Income generated from a highway safety funded grant must be utilized in operation of the project, to defray on-going expenses during the grant period and should be credited against expenses claimed. Documentation shall be maintained for any such income. Agencies no longer receiving highway safety financial assistance but generating income from previously supported activities are encouraged

to use the income to support continuation of the highway safety activity.

Proceeds from the sale of equipment will be handled in accordance with the requirements outlined in this chapter's Property Management Section and reported using the Property Management Form in the Grantee's Manual.

23. REPORTS

The grantee shall submit, at such times and in such forms as may be prescribed, such reports as the Governor's Office of Highway Safety (GOHS) may reasonably require, including monthly financial reports, progress reports, final financial reports and evaluations reports. The grantee shall provide a final narrative report on project performance no later than 45 days after the close of the grant period.

Should we choose to include you in an evaluation to measure the effectiveness of your grant program, you agree to cooperate fully with the evaluation and provide information related to the grant.

The Georgia Electronic Records and Signatures Act (O.C.G.A. § 10-12-1 et. seq.) recognizes the legal validity of transactions carried out electronically and permits the recording and retention of information and documents in electronic form. It goes further to define the term "electronic record" as information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form. Compliance with this act will allow the Governor's Office of Highway Safety to receive and process monthly financial claims based on the electronic submission of the claim forms through our eGOHS program. The Authorized parties that submit the claims electronically are in effect signing to the validity of these expenditures in lieu of submitting a signed form. A signed form is still an acceptable method of submitting a claim but is no longer required as stated in this Code Section.

The integrity of the eGOHS system adopted and established by GOHS personnel has become intrinsic in the ability to manage grants as effectively and efficiently as possible. Effective October 1, 2007 GOHS will authorize payments based on the electronic submission of claims and no longer require a hard copy with original signatures from the grantee. Hard copies will still be an acceptable method but are no longer required after submission through the eGOHS system.

Grantee's Reimbursement Checks

- a. Grantees agree to cash reimbursement checks within 60 days from the date listed on the face of the check. Grantee understands that the holding of reimbursement checks may result in payment being cancelled by GOHS.

Automated Clearing House (ACH)

- b. Effective January 1, 2012, grantees will be required to receive their claim for reimbursement payment electronically. Upon receipt of GOHS award letter, grantee must complete and submit the Vendor Management Form (VMF) within the first forty-five days (45) of the grant period. Claims for reimbursement will be withheld if grantee fails to submit the VMF.

FOR LAW ENFORCEMENT AGENCIES ONLY

In the case of grants involving traffic law enforcement activities or small grants in support of law enforcement departments, grantee will ensure the completion of the Georgia Uniform Motor Vehicle Accident Report form for all crashes occurring within their jurisdiction. Grantee will further ensure that said report is forwarded to the Georgia Department of Motor Vehicle Safety within 30 days of the end of the month in which the crash occurred.

Electronic Crash Reporting and Citation Systems

- a. GOHS strongly encourages all law enforcement agencies to implement/participate in the electronic crash report and citation systems, which provide for reporting local crash and citation data electronically. Grantee's participation here provides for better data analysis, officer's safety and in some cases revenue opportunities.

24. PROPERTY MANAGEMENT

Non-expendable tangible personal property acquired by the grantee wholly or in part with federal funds, will have title vested in the grantee subject to the following management requirements and restrictions on use and disposition of the property:

A. Insurance

Grantees are required to carry full coverage on any motor vehicle purchased with grant funds as long as GOHS retains an interest in the vehicle.

- B. The grantee shall retain the property as long as it is used and there is a need for it to accomplish the purpose of the grant program, whether or not the program continues to be assisted by federal funds. **(NOTE: If GOHS terminates a grant for cause prior to the end of the project period, disposition instructions for equipment will be issued within 120 calendar days after the end of the federal support of the project for which it was acquired.)** Procedures for grantee to manage the equipment until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained, including a description of the property, a serial number or other identification numbers, title holder, the acquisition date, cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated and reported to GOHS within 30 days.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
- C. When original or replacement equipment acquired under a grant is no longer needed for the original project, or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
 - Items or equipment with a current per unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to GOHS.

25. EQUIPMENT

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the grantee; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used

and kept in operation for highway safety purpose 23 CFR 1200.21.

GOHS retains the right to reclaim any equipment item purchased with federal highway safety funds provided through this grant. This right is established when:

- a. The equipment item is not being used for the purposes for which it is purchased and has a fair market value of \$5,000 or more;
- b. The grantee can no longer perform established objectives detailed in the grant;
- c. If the grantee fails to comply with State and Federal laws or policies that govern the terms and conditions of this grant.

The equipment shall be delivered and/or made available to GOHS within thirty (30) days after GOHS's written request.

26. PUBLIC INFORMATION AND EDUCATION

Projects receiving GOHS funding will be reviewed to determine if a Public Information and Education (PI&E) task needs to be an integral part of the effort. Where applicable, the GOHS staff will assist in the development and coordination of any public information activities.

Public Information and Education activities shall be included in monthly activity reports and the final reports. Copies of PI&E materials should be included as an attachment to these reports.

To be eligible for reimbursement, expenditures of funds for public information activities must have prior approval of GOHS. All public information material should recognize the support of GOHS, National Highway Traffic Safety Administration and/or Federal Highway Administration as applicable.

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed-captioning of the verbal content of such announcement.

Federal highway safety funds cannot be used to pay the costs of advertising space or time unless special permission has been granted by GOHS and the National Highway Traffic Safety Administration (NHTSA).

27. COPY RIGHT

Except as otherwise provided in the terms and conditions of this grant, the grantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or GOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or GOHS purposes:

- the copyright in any work developed under this grant or through a contract under this grant; and,
- any rights of copyright to which a grantee or sub-grantee purchases ownership with grant support.

The federal government's rights and/or GOHS's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

28. PRODUCED MATERIALS

Materials produced as part of the grant shall indicate that the project is sponsored by the Governor's Office of Highway Safety. All public awareness/education materials developed as a part of a highway safety grant are to be submitted in draft to GOHS for written approval prior to the final production and/or distribution. Prior to submission of the final request for payment, the sub-grantee shall submit to GOHS two copies of all written materials produced as part of the grant.

29. RECORD RETENTION

All financial, statistical and other pertinent records shall be retained for at least three (3) years after submission of the final expenditure report. In the event any litigation, claims or audit has been initiated involving grantee's records before the end of the three period, the records will be retained for three (3) years after the litigation, claim or audit is resolved. Non-expendable property records shall be retained for three (3) years after the disposition of the property.

30. SAFETY BELT UTILIZATION AND COMPLIANCE WITH GEORGIA'S SAFETY BELT AND CHILD RESTRAINT LAWS

Grantees must have a written agency seat belt policy. Emphasis will be placed on encouraging each employee to use safety belts and comply with Georgia safety belt and child restraint laws.

31. CIVIL RIGHTS

The local highway safety grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

32. MINORITY BUSINESS ENTERPRISE POLICY

It is the policy of the U.S. Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participated in the performance of contracts and subcontracts financed in whole or n part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

33. MINORITY BUSINESS ENTERPRISE OBLIGATION

The grantee agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have maximum opportunity to participate in the performance of contracts/subcontracts financed in whole or in part with federal funds provided under this grant. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business contractors shall not discriminate on the basis of race, color, creed, national origin, sex in the award performance of contracts.

34. DEPARTMENT OF TRANSPORTATION LIMITED ENGLISH PROFICIENT (LEP) GUIDANCE

The Georgia Governor's Office of Highway Safety will comply and inform its sub-recipient to comply with the "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (DOT LEP Guidance).

35. CONFIDENTIAL INFORMATION

Any reports information, data given to or prepared or assembled by the grantee under this grant which GOHS requests to be kept confidential shall not be made available to any individual or organization by the grantee without prior written approval GOHS.

36. DRUG-FREE WORK PLACE CERTIFICATION

The grantee will 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 a drug-free awareness program to inform employees about:
 - i) The dangers of drug abuse in the workplace.
 - ii) The grantee's policy of maintaining a drug-free workplace.
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c) Making it a requirement that each employee 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, the employee will –
 - i) Abide by the terms of the statement.
 - ii) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e) Notifying the agency within ten (10) days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted –
 - i) Taking appropriate personnel action against such an employee, up to and including termination.
 - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agencies.

- 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) above.

This certification is required by the federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when GOHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

37. OBSERVANCE OF NATIONAL SAFETY WEEKS

All grantees shall assist the Governor's Office of Highway Safety in promoting the observance of "National Child Passenger Safety Week" (September); "Click It or Ticket Week" (May and November); "Operation Zero Tolerance" (July and September) and "Drunk and Drugged Awareness Month" (December) as requested.

38. SPECIALIZED EQUIPMENT/OCCUPANT PROTECTION DEVICE PURCHASES

According to NHTSA Grants Funding Policy, Part II, A. (3), costs for the following items are subject to compliance with any applicable standards and specifications established by NHTSA, the Research and Special Programs Administration, The American College of Surgeons or by other nationally recognized standard-setting agencies (or by state standards and specifications, as long as they are at least as stringent as applicable national standards and specifications.): 1) police traffic radar and speed measuring devices and costs for re-certification of such devices used by the police and 2) Alcohol/drug testing devices and costs for re-certification of such devices.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 213. Bicycle helmets purchased with Highway Safety grant funds must meet ANSI standards or those of the Snell Memorial Foundation.

39. SELF-SUFFICIENCY ASSURANCE

State and local agencies must demonstrate a willingness and the ability to assume the costs of continuing activities after highway safety funding assistance has been terminated. The level of activity on continuation projects should extend to a point in the future substantially beyond the project expiration date. There should not be a significant reduction of the level or thrust of the effort.

40. SUBCONTRACTS

If a grantee needs to obtain a contract to perform certain phases of the work outlined in the approved grant, a subcontract may be initiated. GOHS must give written approval of the subcontract prior to its execution. The subcontract must cover the work to be accomplished by the subcontractor. All costs associated with contractual services must meet the same requirements for reimbursement as those for the grantee.

41. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The grantee will report for each **sub-grant** awarded:

- a) Name of the entity receiving the award;

- b) Amount of the award;
- c) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- d) Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- e) A unique identifier (DUNS);
- f) The names and total compensation of the five most highly compensated officers of the entity if—of the entity receiving the award of the parent entity of the recipient, should the entity be owned by another entity;
 - i) The entity in the preceding fiscal year received –
 - (1) Eighty percent (80%) or more of its annual gross revenues in Federal awards; and
 - (2) \$25,000,000.00 or more in annual gross revenues from Federal awards; and
 - ii) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- g) Other relevant information specified by the Office of Management and Budget in subsequent guidance or regulation.

42. **TRAVEL**

Travel costs must be directly related to work under the highway safety grant or incurred in the normal course of administering the grant. Reimbursement should be consistent with those costs normally allowed by the grantee agency in its regular operations.

Should a grantee not have a specific written travel reimbursement policy, the State of Georgia Travel Regulations are to be used. Travel costs are only reimbursed for personnel funded by the grant unless prior written approval is obtained from GOHS.

Out-of-state travel must be approved as a part of the original grant application for highway safety funding. The grant application must specify the out-of-state location, number of persons attending, and purpose. Unforeseen requirements, for out-of-state travel may be approved in writing by the Director of GOHS on a case-by-case basis only before the travel is initiated. If a budget revision is necessary to cover expenses, the revision must be approved prior to commencement of travel. All requests for travel must be submitted on the Training Application Form (*see Chapter III Programmatic & Financial Reporting*). The request must be approved in advance.

On some occasions, GOHS may hold workshops, conferences, etc. and directly pay the associated travel costs of attendees. Grantees must maintain these costs separate from their regular grant record to prevent confusion during an audit or review.

43. **PERFORMANCE**

This grant may be terminated or fund payments discontinued by GOHS where it finds a substantial failure to comply with the provisions governing these funds or regulations promulgated, including those grant conditions or other obligations established by GOHS. In the event the grantee fails to perform the services described herein, and has previously received financial assistance from GOHS, the grantee shall reimburse GOHS the full amount of the payments made.

However, if the services described herein are partially performed, and the grantee has previously received financial assistance, the grantee shall proportionally reimburse GOHS for payments made. This grant agreement may also be terminated due to non-availability of funds.

44. COMPLIANCE AGREEMENT

The Grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by GOHS. Failure to comply could result in a "Stop Payment" being placed on the grant and/or repayment by the grantee of costs deemed unallowable.

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 the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) 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 Governor's Office of Highway Safety determines to award the covered transaction, grant or cooperative agreement.

45. RACIAL PROFILING

If any agency or organization is found to have engaged in "racial profiling," GOHS reserves the right to terminate the grant immediately. The term "racial profiling" means the practice of a law enforcement officer relying, to any degree, on race, ethnicity, or national origin in selecting individuals to subject to routine investigatory activities, or in deciding upon the scope and substance of law enforcement activity following the initial routine investigatory activity, except that racial profiling does not include reliance on such criteria in combination with other identifying factors when the law enforcement officer is seeking to apprehend a specific suspect whose race, ethnicity, or national origin is part of the description of the suspect (U.S. H.R. 2074).

46. LOBBYING

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

47. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR.

The applicant certifies that it and its principals:

1. 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.
2. 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 obtaining, attempting to obtain, or performing a 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, local or state) with commission of any of the offenses enumerated in paragraph A of this certification; and
4. 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.

C. **INSTRUCTIONS FOR LOWER TIER CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

48. POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, grantees are encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving –
 - a) Company-owned or – rented vehicles, or Government-owned, leased or rented vehicles; or
 - b) Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as–
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

49. CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.20

For subgrantees, grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees. 49 CFR 18.20

Failure to adhere to these provisions may result in the termination of drawdown privileges.

Cherokee County, Georgia Agenda Request

SUBJECT: Business Associate Agreement – Colonial Insurance MEETING DATE: 11/5/2013

SUBMITTED BY: Steven B. McClure

COMMISSION ACTION REQUESTED:

Execute a Business Associate Agreement with Colonial Life Accident & Insurance Company which outlines the use and disclosure of Protected Health Information (PHI) in compliance with HIPAA rules.

FACTS AND ISSUES:

The County has an ongoing relationship with Colonial Life Accident & Insurance Company for the provision of certain voluntary benefits including: life, disability, accident, hospitalization and cancer policies. The County also uses Colonial representatives to assist the Benefits staff during monthly and annual open enrollment periods in which private health information is discussed between employees and enrollers. The BAA ensures that both parties are bound by HIPAA privacy rules related to the use and disclosure of this information.

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

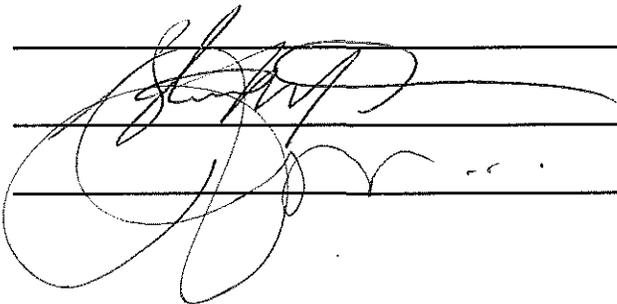
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

Authorize the County Manager or Board Chairman to enter into the BAA, thereby protecting employee privacy rights. Two copies of the BAA are attached for execution.

REVIEWED BY:

DEPARTMENT HEAD:	_____
AGENCY DIRECTOR:	_____
COUNTY MANAGER	_____



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into on this 10th day of October, 2013 (the "**Effective Date**"), by and between Cherokee County Government ("**Covered Entity**") and Colonial Life Accident & Insurance Company. ("**Business Associate**").

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("**PHI**") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164; ("**HIPAA Privacy Rules and/or Security Standards**") and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions**. When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" shall have the same meaning as the term "Breach" in 45 C.F.R. §164.402.

(b) "**Electronic Protected Health Information**" or "**ePHI**" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "**Privacy Rule**" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) "**Security Incident**" shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) "**Security Rule**" shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) "**Unsecured Protected Health Information**" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the

Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to

accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

6. Term and Termination.

(a) *Term.* This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) *Termination for Cause by Covered Entity.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) *Termination by Business Associate.* This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) *Effect of Termination.* Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the

return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be retained for document retention/archival purposes, as well as PHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

7. Amendment.

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

8. Indemnification.

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Business Associate:

Colonial Life Home Office
Attn: Heather Lozynski
1200 Colonial Life Blvd
Columbia, SC 29210
PH: 803-678-6616

If to the Covered Entity:

11. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

(NAME)

By: Bridget Bennon-Lytton 10/9/13
Name: Bridget Bennon-Lytton
Title: Assistant Vice President,
Premier Client Services,
Colonial Life & Accident Insurance Co.

COVERED ENTITY:

By: _____
Name: _____
Title: _____

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Approval to Purchase Bullard Thermal Imaging Cameras **MEETING DATE:** 5 Nov 13

SUBMITTED BY: Chief Tim Prather

COMMISSION ACTION REQUESTED:

Cherokee County Fire & Emergency Services requests consideration of approval on the following:

- Purchase three (3) Bullard Thermal Imaging Cameras (TICS) in the total amount of \$30,033.00 from Georgia Fire and Rescue Supply.
- Budget amendment in the amount of \$22,033.00 from Fire Operation Uniforms to Fire Operations Capital Outlay.
- Accept contribution from Ball Ground Volunteer Fire (BGVFD) and budget amendment in the amount of \$8,000.00 to be used for the remainder of the purchase.

FACTS AND ISSUES:

Cherokee County Fire & EMS (CCF&EMS) is requesting approval to transfer \$22,033 from the Fire Operations Uniform object code (531712) to the Fire Operations Capital Outlay object code (542500) to be used towards the purchase. In addition, request approval to amend the fire budget to accept the contribution of \$8,000 from Ball Ground Volunteer Fire Department Inc. (BGVFD) to CCF&EMS for the remaining balance of the funds to be used towards the purchase of the TICS. Their funds will be added to the Fire Operations Capital Outlay object code (542500) to purchase the TICS.

Georgia Fire and Rescue Supply as the sole supplier of the Bullard Thermal Imagers for the State of Georgia recently won this business in a competitive formal RFP process. Therefore, given that the price and terms are being honored from the September award, it is requested that this purchase be considered as a follow-on to that competitive award.

The requested TICS are needed to upgrade the current TICS and enhance the level of service in the Cherokee County Community. The BGVFD has supplemented over 79% of the total cost of the purchase of one TIC and it is their desire that this equipment remain in the Ball Ground Community to enhance their level of service. Cherokee County Fire & Emergency Services agrees not to assign or transfer this equipment to any other location in the county unless it is being replaced by an equal or greater complement of thermal imaging equipment.

BUDGET:

Budgeted Amount:	\$0	Account Name: Other Equipment (Capital Outlay)
Amount Encumbered:	\$0	Account #: 35200000 542500
Amount Spent to Date:	\$0	
Amount Requested:	\$30,033	
Remaining Budget	\$30,033	
Budget Adjustment Necessary: Yes (see attached budget amendment and transfer forms)		

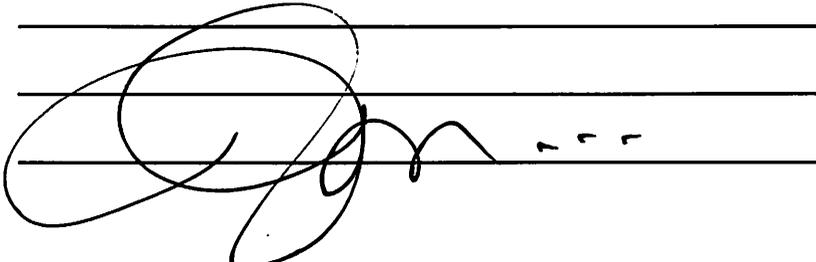
ADMINISTRATIVE RECOMMENDATION: Approve the fire budget amendments to transfer the \$22,033.00 from the Uniform object code to the Other Equipment object code; amend the fire budget to accept the contribution of \$8000 from Ball Ground VFD; and purchase three Thermal Imaging Cameras at a total cost of \$30,033 from Georgia Fire and Rescue Supply.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



CHEROKEE COUNTY PURCHASING REQUISITION
(THIS IS NOT A PURCHASE ORDER)

Date October 17, 2013 Requestor Chief E. Robinson Ext. _____ Vendor Georgia Fire & Rescue Supply

Requisition for What Dept.?: Fire Ops

Requisition Number _____

Complete remittance address (only if new vendor)

P.O. Number _____
(For Office Use Only)

Street _____
City _____
State _____ Zip Code _____
Phone # _____

Department Head Approval


Chief T. Prather

Purchasing Mgr. Approval

Item	Account Number Fund-Org-Object-Project	Quantity	Unit of Issue	Unit Price	Description: Model # and/or Part #:	Extended Cost	
1	35200000 542500	3	EA	4,495.00	Camera	13,485.00	
2		3	EA	3,050.00	Large Display Upgrade 320x240 Resolution	9,150.00	
3		3	EA	367.00	Red Hot Colorization	1,101.00	
4		3	EA	102.00	Digital Numeric Temperature Display	306.00	
5		3	EA	72.00	Retractable Lanyard	216.00	
6		3	EA	926.00	Thermal Throttle	2,778.00	
7		3	EA	999.00	5 Year Warranty	2,997.00	
8						0.00	
9						0.00	
10						0.00	
SHIPPING & HANDLING CHARGES (IF APPLICABLE)						Note: If unsure of S&H; enter \$1.00	1.00

Purchasing Approval _____
Budgeting Approval _____
County Manager Approval _____
(For Office Use Only)

Mark Box with lower case "g"
cc: **INVENTORY**

Subtotal Amount of Purchase Order \$ 30,034.00
(Add) Applicable Tax _____
Total Amount of Purchase Order \$ 30,034.00

Special Instructions:

Pricing per quote 090913-24JSW provided as proposal for RFP 2013-66. Deliver to WH.

3 verbal quotes with totals only include:
1) _____
2) _____
LOW QUOTE

Quotation Policies:

- Quotations are not required for purchases under \$1,000.
- Three quotations telephone or written, are required for amounts of \$1,000 to \$2,499.99. *(Verbal quote totals may be written within special instructions section.)*
- Three written quotations for purchases of \$2,500 to \$24,999.99 must be obtained.
- Formal Sealed Bids and Approval of the County Commission for purchases of \$25,000 or more are required.



November 21, 2012

Dear Danny Daniels;

The E.D. Bullard Company strives to provide our customers with the finest emergency responder safety products and after market service and support possible. Toward that end, we have selected Georgia Fire & Rescue Supply of Canton, GA to be the sole supplier of the full line of Bullard thermal imagers and accessories for the State of Georgia.

Georgia Fire & Rescue Supply is well positioned to provide a high level of assistance to our customers before, during, and after the sale. Their sales and support staff continue to be among the finest of our distributors.

If I can be of further assistance in this or other matters, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Greever".

Michael Greever
Regional Sales Manager
Emergency Responder Division
michael_greever@bullard.com
(478) 365-7264

Americas:
E.D. Bullard Company
1893 Safety Way
Cynthiana, KY 40311-9303
Toll free: 877-BULLARD (285-5273)
Tel: 859-234-6618 • Fax: 859-234-6987
www.bullard.com

Europe:
Bullard GmbH
Littenhalstrasse 12
53424 Remagen • Germany
Tel: +49-2642 999980
Fax: +49-2642 9999829
www.bullardextrem.com

Asia-Pacific:
Bullard Asia Pacific Pte. Ltd.
LFK Building
701, Sims Drive, #04-03 • Singapore 387383
Tel: +65-6745-0558 • Fax: +65-6745-5
www.bullard.com

**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 Mgr.
- * 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:

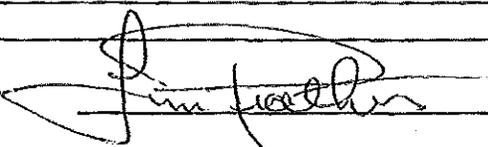
Department Org Code	Object	Account Name	Amount
27090	383010	Miscellaneous Reimbursement	8,000.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
(54) 23520000	542500	Other Equipment	8,000.00

PURPOSE OF TRANSFER/ AMENDMENT

Budget Amendment to receive check from Fire Vols to purchase Thermal Imaging Camera for Station 2. Fire Fund is contributing the remaining portion of the purchase (\$2,011).

Department Head Approval: 

County Manager Approval: _____

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

**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 Mgr.
- * 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
23520000	531712	Uniforms	22,033.00

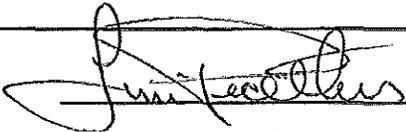
EXPENDITURES:

Department Org Code	Object	Account Name	Amount
(54) 23520000	542500	Other Equipment	22,033.00

PURPOSE OF TRANSFER/ AMENDMENT

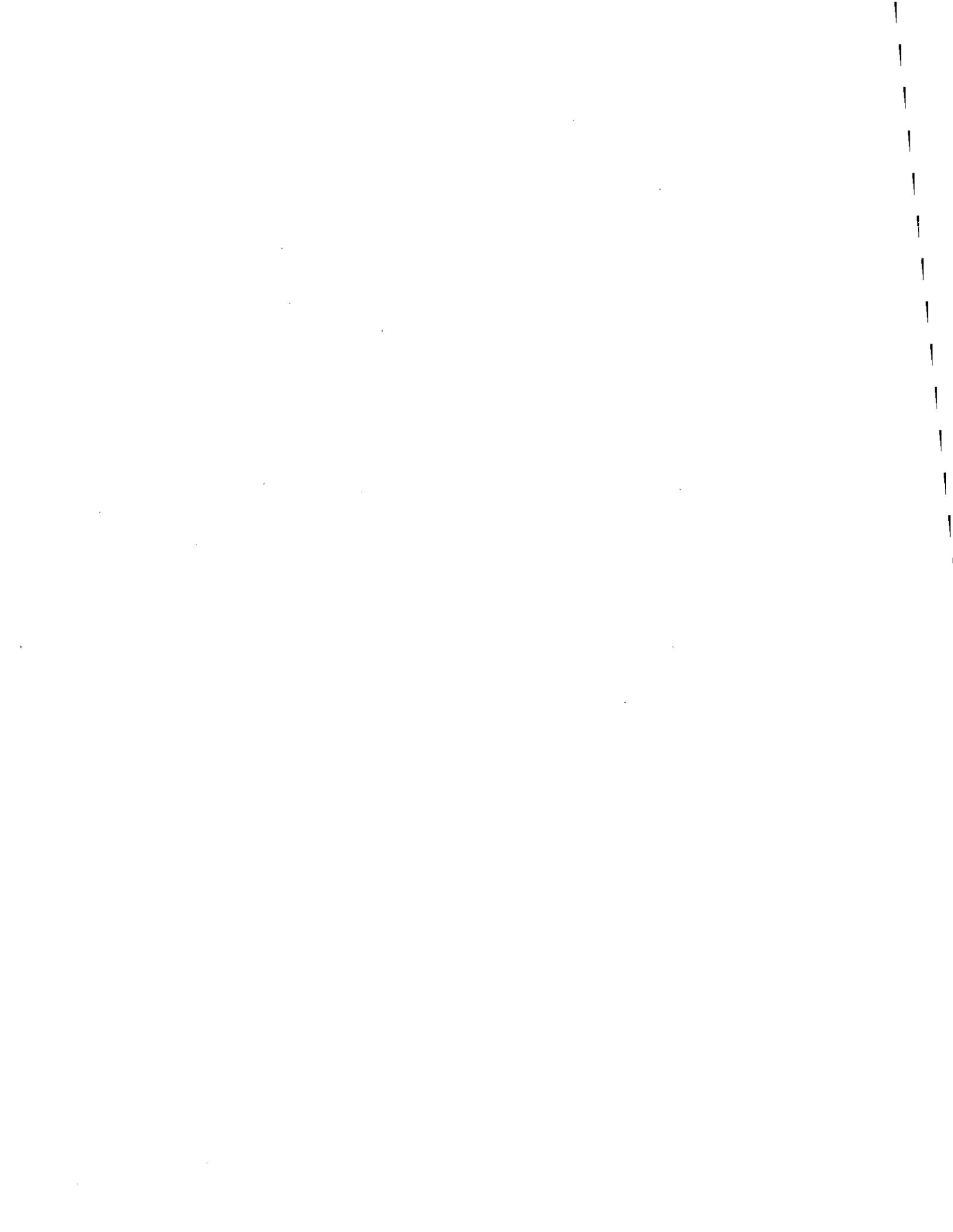
Transfer to purchase Thermal Imaging Cameras for Fire Operations.

Department Head Approval:



County Manager Approval:

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





Cherokee County, Georgia Agenda Request

SUBJECT: ASPCA Grants

MEETING DATE: 11/5/2013

SUBMITTED BY: Susan Garcia, Animal Shelter Director

COMMISSION ACTION REQUESTED:

Consider acceptance of two Grants from the ASPCA and authorize a budget amendment to the FY14 Budget in the total amount of \$8,500.00 for the Cherokee County Animal Shelter.

FACTS AND ISSUES:

The Animal Shelter participated in a photo contest sponsored by the ASPCA and received \$1,000 donation to be used by the Cherokee County Animal Shelter.

The Animal Shelter was also awarded a grant by the ASPCA in the amount of \$7,500 through its Saddlebred Cruelty Case Equine Care Expenses program.

The grant monies need to be accepted by the Board of Commissioners and allocated for use in the County's FY14 Budget through the authorization of the attached Budget Amendment which increases the County's expenses and revenues by \$8,500.

BUDGET:

Budgeted Amount:	\$0	Account Name:	Multiple Grant Fund - ASPCA
Amount Encumbered:	\$0	Account #:	23910555-5xxxx-ASPCA
Amount Spent to Date:	\$0		
Amount Requested:	\$8,500		
Remaining Budget:	\$0		

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:

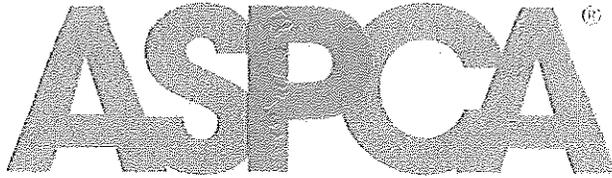
Authorize the County Manager, on behalf of the Board, to execute the ASPCA Saddlebred Cruelty Case Equine Care Expense Grant in the amount of \$7,500, accept the donation by the ASPCA in the amount of \$1,000 and approve a Budget Amendment allocating \$8,500 in grant monies from the ASPCA.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____



GRANT AGREEMENT REFERENCE:

NAME: Cherokee County Animal Shelter
PROJECT: Saddlebred Cruelty Case Equine Care Expenses
AMOUNT: \$7,500.00
GRANT NUMBER: 2013-2146
GRANT TERM: October 10, 2013 - April 10, 2014
ASPCA GRANT OFFICER: Jacque Schultz, MA CPDT

GRANT ACCOUNT LOGIN: https://www.grantrequest.com/SID_900?SA=AM

October 10, 2013

Ms. Lori Kekel
Cherokee County Animal Shelter
1015 Univeter Road
Canton, GA 30115

Dear Ms. Kekel,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Cherokee County Animal Shelter (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of \$7,500.00 (the "Grant"). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this "Agreement") and, if applicable, its amendments: Saddlebred Cruelty Case Equine Care Expenses (the "Project").

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. Grantee Requirements.

Type	Notes	Schedule Date
Signed Contract		November 11, 2013
Final Report		April 10, 2014
Financial Report/Receipts		April 10, 2014
Photographs		April 10, 2014
Press Information		April 10, 2014

The Grantee shall communicate with Jacque Schultz, MA CPDT (jacque.schultz@aspcapro.org) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. **Requirements must be submitted through your ASPCA Grants account at: https://www.grantrequest.com/SID_900?SA=AM**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at aspcapro.org/grants.

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to jacque.schultz@aspcapro.org with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. Use of Grant Funds. The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	November 10, 2013	\$7,500

Please note that payment is contingent upon our receipt of the signed contract, including all pages of the Agreement and original signature on the Agreement, from you. The ASPCA will not

advance Grant funds until all required documents have been received and reviewed. Please return the originally executed agreement as soon as possible in order to expedite payment.

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA ("Saddlebred Cruelty Case Equine Care Expenses"). The Project shall also include the following:

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a "Funded Position"). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds ("Funded Contractor"). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

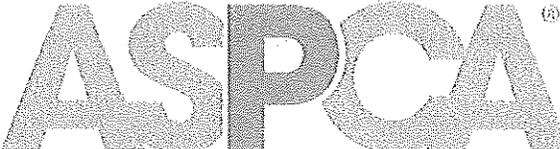
The Grantee hereby grants to the ASPCA a license to use the Grantee's name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Ms. Lori Kekel (the "Grantee Key Contact"), and the Grantee Key Contact shall communicate with Jacque Schultz, MA CPDT (jacque.schultz@aspca.org) monthly to review and evaluate the progress of the Project.

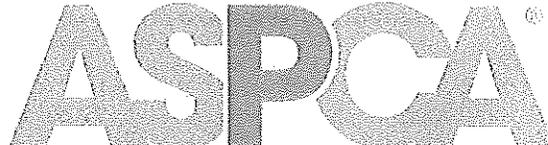
3. Acknowledgment of ASPCA Support. In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Grantee without the prior written approval of the

ASPCA Grant Officer. The ASPCA hereby grants to the Grantee a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Two jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Instructions regarding links to the ASPCA's website can be found at this URL: <http://www.aspc.org/about-us/linking-policy>.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspc.org. A suggested press release template is provided as Schedule 2 as a helpful guide. Social media tips are provided on Schedule 3.

MADE POSSIBLE BY
A GRANT FROM THE 

MADE POSSIBLE BY
A GRANT FROM THE


4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- (a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- (b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- (c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
- (d) If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Modification. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

2. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

SIGNATURE PAGE BELOW

Sincerely,

THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Julie Morris
Senior Vice President
Community Outreach

OR

Michael Barrett
Vice President
ASPCA Grants

OR

Adam Liebling
Director of Grants Compliance & Communication
ASPCA Grants

ACCEPTED AND AGREED:

Cherokee County Animal Shelter

By (signature of CEO/President/Director): __

Name: _____

Title: President/CEO/Executive Director (circle one or add actual title after name)

Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your ASPCA Grant Account at https://www.grantrequest.com/SID_900?SA=AM
- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- *Acknowledgement of Agreement* – all grant awards in the amount of \$5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement and be bound by all terms and conditions set forth in the grant agreement.
- *Final Report* – indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant.
- *Financial Report* – a comprehensive list of expenditures for which grant money is/has been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project.
- *Grant Recognition Report* – press releases, photos, clips or links showing recognition of the ASPCA's grant for your project. Please note that a grant does not imply endorsement, certification or approval of your organization and its activities nor does it imply affiliation with the ASPCA.
- *Photos* – Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes.
- *Press Information* – links to or uploads of press stories or anecdotal information that could be used for promotional purposes including human interest stories with accompanying photos.
- *Progress Report* – an interim report designed to inform your grant officer on the status of the project.
- *Receipts* – receipts or invoices for expenditures made with grant funds.
- *Signed Amendment* – occasionally a term of the grant agreement, such as the purpose or amount of a grant, will change during the grant term. Grants that exceed \$5,000 require a signed amendment.
- *Signed Contract* – payments of all grant awards that exceed \$5,000 are contingent upon your submission of the signed contract mailed to ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018
- *Site Visit* – indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.

Schedule 2: Press Release Template (Optional)

Your Organization's Logo Here

[DATE]

Media Contact: [NAME]
[PHONE] / [EMAIL]

Headline

Subheader

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

"Compelling opening statement about a problem," said Spokesperson, title. "Quote that includes more information about how the funding will assist in impacting animals." (Example: "Many families have sadly had to part with their pets in recent years as a result of the economic downturn," observes Jane Doe, director of shelter operations. "These funds will help expand our safety net program in order to keep more families together.")

Optional quote from the ASPCA (must contact ASPCA Media Department press@aspca.org)

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

About [Organization]

History and background of your organization.

###

Schedule 3: Social Media Tip Sheet for Grantees

Why Use Social Media?

Using social media tools such as Facebook, Twitter, YouTube, and blogs to spread the word about your organization and the great work it does can be a powerful and cost-effective strategy for capturing the attention of potential and existing adopters and donors. If you aren't already using social media, here are three of the most compelling reasons to do so:

- **The potential reach of social media is immense.** In contrast to more conventional publicity vehicles, such as printed advertisements, nearly everyone has equal access to your message, and your audiences can easily and immediately share that message with their audiences, helping it go exponentially farther. Social media tools make it easier to see who you're reaching and easier to interact with your constituents, and thereby build and strengthen connections with them.
- **Social media tools are free.** There is no cost to sign up for accounts on Facebook, Twitter, YouTube, or blogging sites such as WordPress or Blogger, which eliminates barriers to entry for cash-conscious organizations. Social-media-savvy volunteers can provide pro bono assistance in promoting your organization's work with these tools.
- **Brevity is a virtue.** In the social media realm, lengthy appeals can be counterproductive – usually a few words or lines, a brief story, a photo, or a video can be ideal for generating substantial interest in your efforts. There's no need to use every available social media platform – choose only the one(s) that best fit your organization's communication style.

ASPCA Grant Publicity Guidelines

Social media tools make it easy to share news about your ASPCA grant and the project it is supporting! Updates on your successes that engage readers, along with clear and colorful photos and videos that showcase those successes, will help your

group to attract more followers. We encourage you to publicize your funded project – and if you do, please loop in your grant officer to let him/her know!

Connect with us...



...on Twitter at @aspca and @aspcapro

Using the #aspcagrants hashtag to share news of your ASPCA grant and its impact makes it easy for adopters and donors across the Twitterverse to catch wind of your success, whether or not they're already followers.



...on Facebook at facebook.com/aspca and facebook.com/ASPCapro

Becoming a "fan" of ours and creating a "fan" page of your own makes it easy for the ASPCA, other organizations, and the general public to learn about your organization and the great work you do, and to share your success with others. We hope you'll "like" us!



...on YouTube at youtube.com/ASPCA and youtube.com/ASPCapro

Many smartphones make it easy to shoot and upload videos to YouTube, which provides a powerful platform for your audiences to literally see your work in action. Subscribe to the ASPCA's channel and see how other *animal welfare* organizations are using YouTube to bring their efforts to life.

Resources

- **ASPCapro Resource Library** (<http://www.aspcapro.org/resource-library>) – This repository of articles, tip sheets, and webinars has been developed specifically to serve the needs of our grantees.
- **The Social Animal** (<http://www.thesocialanimal.com/>) – A blog focused on helping animal welfare

advocates use social media tools to accomplish their mission more effectively.

➤ **Beth Kanter's Blog** (<http://www.bethkanter.org/>) - A blog focused

on helping nonprofits use social media and other digital tools to achieve social change.



Cherokee County, Georgia Agenda Request

SUBJECT: Annual Financial Audit Contract Approval

MEETING DATE: 11/5/2013

SUBMITTED BY: Dale Jordan, Procurement & Risk Management Department Director

COMMISSION ACTION REQUESTED:

Approve County's standard Professional Services Agreement with Mauldin & Jenkins, LLC for the annual financial auditing services.

FACTS AND ISSUES:

The County is required to have annual financial audits. Mauldin & Jenkins has performed these services for the County for the last five (5) years. After negotiations with Mauldin & Jenkins, it is the recommendation of the Procurement Department that a contract for the next three (3) years. The Procurement Summary is attached which explains in detail the pricing analysis performed on the contract pricing which is as follows:

- Year 1 (2013-2014) - \$61,500
- Year 2 (2014-2015) - \$62,000
- Year 3 (2015-2016) - \$62,500
- 3 Yr Total - \$186,000

This is a three years savings of \$9,000 (\$3,500 year 1, \$3,000 year 2 and \$2,500 year 3) from the County's cost of \$65,000 for its FY2012 Audit.

A budget amendment is not needed; these services are budgeted annually in the Finance Department's operations budget.

BUDGET:

Budgeted Amount:	\$75,000	Account Name:	Finance -- Prof Services
Amount Encumbered:	\$0	Account #:	11510000-521200
Amount Spent to Date:	\$0		
Amount Requested:	\$61,500		
Remaining Budget:	\$13,500		

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:

Authorize County Manager, on behalf of the Board of Commissioners, to execute the Professional Services Agreement with Mauldin & Jenkins, LLC for the annual financial auditing services.

REVIEWED BY:

DEPARTMENT HEAD:

Dale Jordan

AGENCY DIRECTOR:

COUNTY MANAGER:

Procurement Summary

Date Submitted: 31-Oct-13
Submitted by: Dale Jordan *DJ*
PSA Number: N/A
Value of Contract: \$61,500 for year one, \$186,000 over three years
Period of Performance: 30-Oct-13 through 31-Sep-16
Supplier Name: Mauldin & Jenkins
General Description: Annual Financial Audit
Source of Funds: General Fund

Contract Information

Proposed Contract Type

<input checked="" type="checkbox"/>	Standard Professional Services Agreement
<input type="checkbox"/>	PSA with Exceptions Approved by Counsel
<input type="checkbox"/>	Supplier Agreement Approved by Counsel
<input type="checkbox"/>	Standard Purchase Order

Formal Advertised Procurement: Yes No* X

Number of Bidders Contacted / Number of Bids Received: 1 | 1

Supplier Selection Based on:

<input type="checkbox"/>	Only One Bidder
<input type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Highest Proposal Scoring
<input checked="" type="checkbox"/>	Other*

Weight	Evaluation Criteria
	Price
	Service Plan / Delivery Timing
	Equipment Capabilities
	Quality Assurance Program
	Transition Plan

* Follow-on based on good performance

If Award to Non-County Business:
(If Applicable)

<input checked="" type="checkbox"/>	No <u>Cherokee County</u> Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsive
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
	\$ 61,500.00	Mauldin & Jenkins	Atlanta, GA	
	\$ 62,000.00	Year Two		
	\$ 62,500.00	Year Three		
	\$ 186,000.00	Total Contract Value		

Fair Price Determination:

Method	Price Analysis Type
<input type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Best Pricing Among Comparable Features / Suppliers
<input checked="" type="checkbox"/>	Market Analysis or Market Pricing
<input type="checkbox"/>	State Contract Pricing
<input checked="" type="checkbox"/>	Other, see attached price analysis.

Important Price Evaluation Notes: Mauldin & Jenkins has supported the County's requirement for Financial audits and CAFR preparation for the last five years. The pricing of each engagement has fallen from year to year. The Purchasing Director obtained Gwinnett and Forsyth County's contract pricing with Mauldin & Jenkins which was noted to be higher than that obtained for Cherokee County. An independent evaluation of the final proposed pricing used Auditor pay rates for 2012 for the State of Georgia to estimate billing rates and build a model to estimate pricing. The estimated hours totaled number of hours of 495 vs. 520 actually required for FY2013.

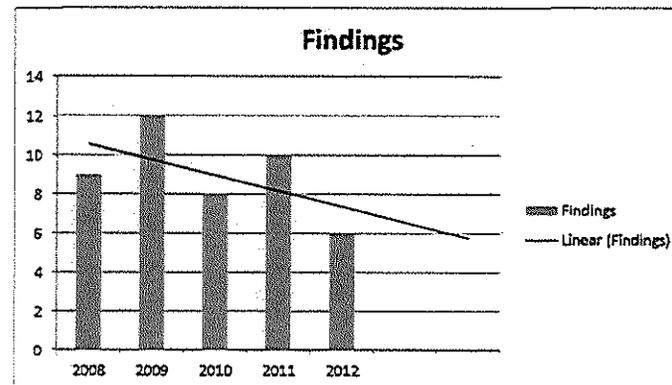
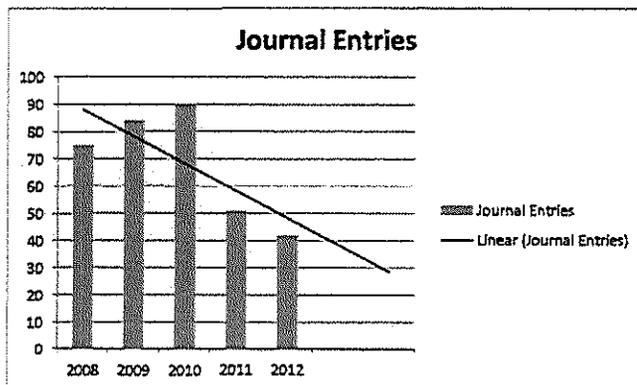
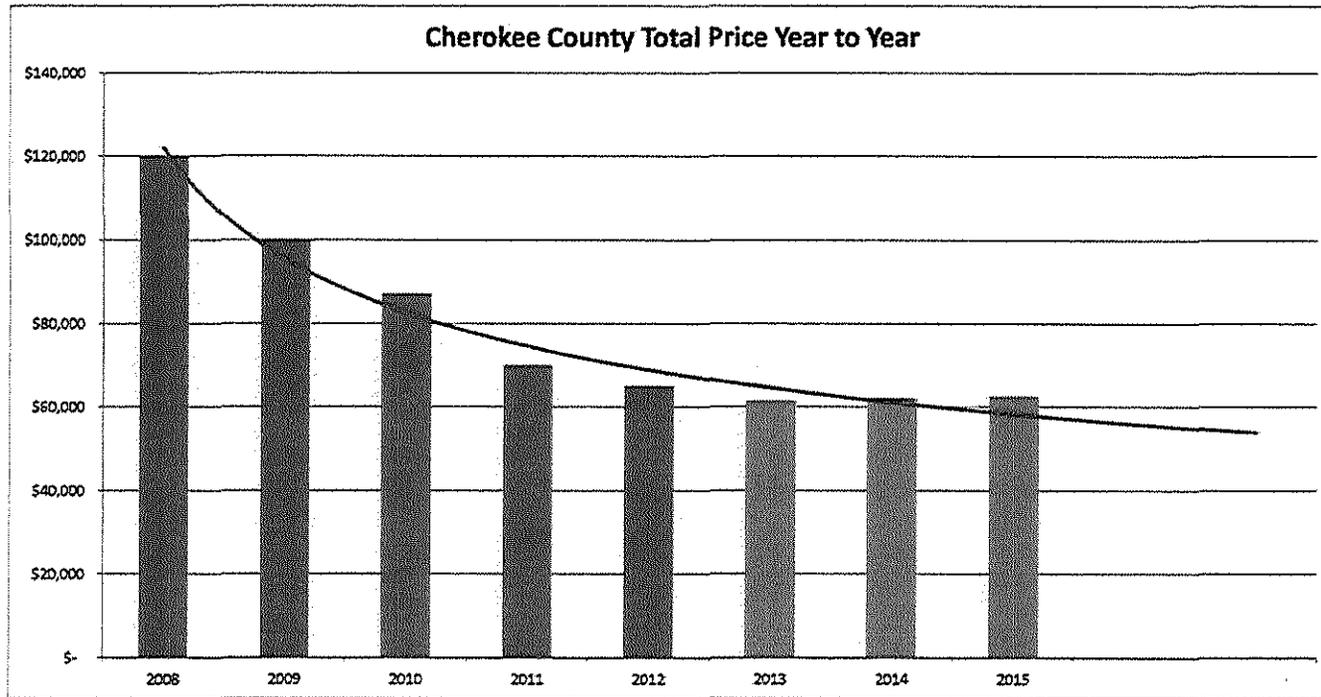
Why Other Than Low Bidder Selected: (Continued from above) The pricing from the In-house model resulted in a target of \$60,310. Using the same hours as M&J reportedly used last year multiplied by the average In-house developed rate (\$121.84) resulted in a price of \$63,356.

*Notes:

(Continued from above) Since this is a fixed price contract and all risk associated with completing the project are with the Consultant, using last year's actual labor hours to conduct substantially the same amount of work is considered reasonable. Accordingly, the pricing for each year being less than the evaluated price of \$63,356 and is reasonable.

Mauldin and Jenkins is used by a number of counties based on their expertise in the area of conducting compliance audits and the support provided during the year. The Counties that were contacted believed that the quality of work received was very high.

Mauldin & Jenkins Pricing, Journal Entries and Findings History with Proposed Pricing for 2013 - 2015



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 30th day of October, 2013, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Mauldins & Jenkins a Limited Liability Corporation, with a principle place of business at 200 Galleria Parkway, S.E., Suite 1700, Atlanta, GA 30339, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as an independent audit of the County's annual financial statements; 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

To provide an independent audit of the County's financial statements as of the end of the County's Fiscal Years ending 30 September 2013, 2014, and 2015.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of (1) The issuance of an opinion on the County's financial statements based on conducting an audit. The audit shall be conducted in conformity with generally accepted auditing standards in the United States of America and meet the criteria and standards as defined by the laws in the state of

Georgia. (2) The Consultant will also assist County management in the preparation of the County's Comprehensive Annual Financial Report, however, management of the County will be required to review, approve and accept responsibility for those financial statements, the related notes, and the Schedule of Expenditures of Federal Awards, and will be required to do so through the signing of a representation letter. (3) Additionally, both during and subsequent to The Work otherwise described in this paragraph, the Consultant shall supply guidance from time to time upon the County's request regarding maintaining compliance all applicable laws and practices so as to allow it to receive a favorable opinion for current and subsequent years; provided that the information requested between audits can be addressed in a reasonable and timely manner and not require excessive research or travel to the County's facilities.

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 three year Agreement shall commence as of the date first written above, and the Work described in (1) and (2) shall be completed on or before 31 March of 2014 for the first year, 31 March of 2015 for the second year and 31 March of 2016 for the final year, while the work described in (3) will continue until the end of the Agreement on 30 September 2016. 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 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. Invoices shall be submitted as services are rendered and are payable once submitted as defined in B below. 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 \$61,500 for the engagement ending 31 March 2014, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon **flat fee and broken down into Milestone Payments** to be paid out according to the four Milestones identified below:

- (1) Official Kick-off of activities, \$2,000,
- (2) Field Audit Closing Meeting addressing recommended Journal Entries, Potential Findings and Management Recommendations, \$34,000,
- (3) CAFR and Financial Statement data provided to the County (everything required to submit the CAFR and Financial Statements, noting MD&A, Introductory Section and Statistical Sections are to be prepared by County management) not-later-than 01-March, \$19,500, and
- (4) Successful Completion of all CAFR and Financial Audit related tasks; including Final Report(s) shall not occur later than 31-March, \$6,000 (or balance).

Total flat fees for 2015 and 2016 shall be \$62,000 and \$62,500 respectively and paid out utilizing the milestones above due in the respective years and with the amount tied to the second milestone being adjusted as follows: for 2014 being \$34,500 and final amount for 2015 being \$35,000.

If the timing of the field work is to be moved back, or delayed, progress billing for the second milestone will be made at the end of January for work performed in January, with total billings for the second milestone not to exceed the rates quoted above.

- C. Left Blank Intentionally

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, as defined as item (1), 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

James Bence 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, specified as item (1), 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, item (1), 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. 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

The audit documentation for this engagement is the property of the Consultant and constitutes confidential information. However, pursuant to authority given by law or regulation, the Consultant may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. The Consultant will notify the County of any such request. If requested, access to such audit documentation will be provided under the supervision of the Consultant's personnel. Furthermore, upon request, the Consultant may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. The final comprehensive annual financial report shall be the property of the County, and the County shall be entitled to the final document. If the comprehensive annual financial report is lost, damaged or destroyed before final delivery to the County, the Consultant shall replace the document at its own expense. The County may obtain copies upon request of any working

papers, reports or such other documentation surrounding its audit.

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 the County's finance department in order for Consultant to complete the Work.

B. County's Representative

Janelle Funk 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 the right to terminate this Agreement prior to completion of the Work, if they are unable to complete the audit due to County's lack of cooperation or if for any reason they are unable to form opinions, the Consultant may decline to express opinions or to issue a report as a result of the engagement. Additionally, the Consultant may terminate the agreement 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.

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

The Consultant currently has an active business license in the State of Georgia. The Consultant shall notify the County in the event the license is revoked or not renewed.

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 Diane McNabb with a copy of all correspondence going to Janelle Funk for the County and James Bence 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:

Dale Jordan, Director, Procurement and Risk Management
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

James Bence
200 Galleria Parkway, Suite 1700
Atlanta, Georgia 30339

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:

Mauldin & Jenkins, LLC

By: _____
Its: Director

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Valeri Rodde

Witness
Theda P. Hutchins
Notary Public

[NOTARY SEAL]

My Commission Expires:
Aug. 16, 2016

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:

105410
Federal Work Authorization User Identification
Number

3/16/2008
Date of Authorization

Mauldin & Jenkins, LLC
Name of Contractor

Cherokee County Financial Audit
Name of Project

Mauldin & Jenkins, LLC
Name of Public Employer

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

Executed on Oct 30, 2013 in Atlanta (city),
GA (state).


Signature of Authorized Officer or Agent

JAMES BENCE
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 30 DAY OF
October, 2013.


NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
Aug. 16, 2016

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

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

Listing of Key Personnel pursuant to Section IV(O) are as follows:

James Bence, CPA, Director, Mauldin & Jenkins



Cherokee County, Georgia Agenda Request

2.7
Amendment

SUBJECT: Excess Workers' Comp & Employer's Liability Insurance Renewal MEETING DATE: 11/5/13

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Confirm County Manager's approval of Workers' Compensation and Employer's Liability Insurance Renewal award to Midwest Employers Casualty Company for an effective renewal premium of \$162,423, which is a reduction of 4.7% from last year's premium of \$170,421.

FACTS AND ISSUES:

Dan Houston with The McCart Group approached five (5) viable carriers for Excess Workers' Compensation and Employer's Liability Insurance. Two (2) carriers provided quotes, including our current carrier – New York General & Marine Insurance (NYMAGIC), and Midwest Employers Casualty Company. The previous years' annual premium with NYMAGIC totaled \$170,421.

Carrier	Option 1	Option 2	Option 3	Option 4
NYMAGIC	\$500,000/ \$750,000 Retention \$166,066 Premium			
Midwest		\$500,000/ \$750,000 Retention \$162,423 Premium	\$550,000/ \$750,000 Retention \$153,885 Premium	\$600,000/ \$750,000 Retention \$146,364 Premium

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 and approval by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

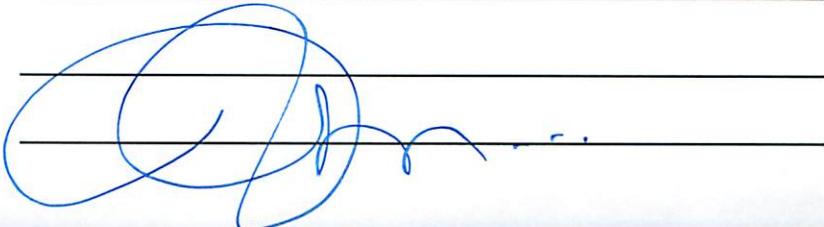
Confirm County Manager's approval to award renewal of Workers' Compensation and Employer's Liability Insurance Renewal to Midwest Employers Casualty Company for annual premium totaling \$162,423.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Cherokee County, Georgia

EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE RENEWAL

October 1, 2013 to October 1, 2014

Prepared by:

Daniel Houston

-and-

Wanda Jackson

2405 Satellite Blvd.

Suite 200

Duluth, Georgia 30096

dan.houston@mccart.com

678.542.2652

wanda.jackson@mccart.com

678.475.5724



September 20, 2013

Executive Summary

The Workers' Compensation Insurance marketplace is seeking huge increases in Premium and some traditional insurers (in particular Liberty Mutual) will no longer underwrite mono-line Workers' Compensation Insurance. In general:

- overall market results continued to hold at unhealthy levels;
- many carriers will no-longer write stand-alone coverage;
- indemnity claim frequency showed a significant year-over-year increase;
- indemnity costs exceeded their 2001 pre-reform peak;
- medical payments showed a steady, material increase; and have now exceeded indemnity payments; and
- Medicare Set- Aside is rapidly increasing.

The Excess Workers' Compensation market remains erratic, with significant increases in both rate and retention levels for public entities due to the continuing increase in medicals costs as well as presumptive injury claims for police and fire. Some carriers are introducing corrections both in rate and retention levels across the board, while others are focusing on specific states.

For public entities, capacity was limited entering 2013, with the exit of select insurers over the past several years. Increases in rates and retentions have increased competition among insurers, particularly from those that were not previously well represented in the sector. Some carriers no longer accept self-administration of claims. With the exception of pooling arrangements and risk retention groups — which are limited by state — guaranteed cost programs are virtually nonexistent for police and fire exposures.

The major insurance brokers' forecast for 2013 was that Excess Workers' Compensation & Employer's Liability Premium (rate) would increase 5- 30%. The insurance marketplace is now indicating at least a 10% increase for very good risks with no losses penetrating its Self-Insured Retention within the past eight (8) years. We aggressively brokered/competitively marketed this coverage.

We approached all viable carriers:

- New York General & Marine Insurance Company/ Midlands- Incumbent
- Midwest Employers Casualty Company
- Safety National Casualty Corporation
- ACE Group
- U.S. Specialty/Starr

NYMAGIC's original Quotation reflected an effective rate increase of 14.2% increase. After many reductions and aggressive brokering we were able to secure a 9.2% rate. However, NYMAGIC's

Payroll Classification Rates were lower. Therefore, we will be presenting an Effective Renewal Premium of \$166,066. Last years prorated Effective Premium was \$170,421.

Midwest Employers Casualty Corporation Quoted the same Retentions of \$500,000/\$750,000 and also \$550,000/\$750,000 and \$600,000/\$750,000. We will be recommending Midwest Employers Casualty Corporation. With the aforementioned Retentions the quoted Effective Renewal Premium are \$162,423, \$153,885 and \$146,364.

Midwest Employers Casualty Corporation is a Berkeley Company and so is Key Risk your Workers' Compensation Third-Party Claim Administrator. This adds a claim advantage.

Midwest Employers Casualty Corporation also offers extensive training programs/seminars (attached) and keeps records of all employee participation and attendance. Midwest Employers Casualty Corporation also has local representation.

ACE Group could not provide Quotations within the quoted parameters at less than \$1,000,000 Retention.

U.S. Specialty/Starr can no longer underwrite Public Entities with Fire and Police exposures.

Safety National was unable to provide a Quotation due to its past loss experience with the County.

All carriers were impressed with the ModMaster Report and its results. Using them as a tool, in the 2011 Assessment the County's top five losses were \$1,446,993, \$405,372, \$273,827, \$234,766 and \$231,250. These totaled \$2,592,208-based on 2007, 2008, and 2009 loss experience. In the 2013Assessment Cherokee County's top five losses were \$297,412, \$141,214, \$126,010, \$96,247 and \$92,129. These total \$753,012-based on 2009, 2010, and 2011 loss experience.

We look forward to presenting our Proposal to you today.

Cherokee County, Georgia
Excess Workers' Compensation & Employer's Liability
Option 1- NYMAGIC/ Midlands
October 1, 2013 to October 1, 2014

CARRIER:	New York Marine & General Insurance Company <u>Best's Rating: A (Excellent)</u> <u>Financial Size Category: IX (\$250,000,000 to \$500,000,000)</u>
DOMICILE:	Georgia Admitted
COVERAGE:	Specific Excess of Retentions
ESTIMATED ANNUAL PAYROLL:	\$52,165,279
CONTINGENT UPON:	N/A
LIMITS:	Workers' Compensation: Statutory Employer's Liability: \$1,000,000
ESTIMATED AGGREGATE RETENTION: AND AGGREGATE LIMIT:	\$2,352,561 \$1,000,000
SPECIFIC RETENTION:	\$500,000 Except \$750,000 For Police/Fire
ESTIMATED MANUAL AND NORMAL PREMIUM:	\$ 1,882,049
EXCESS RATE (AS A % OF NORMAL PREMIUM):	8.82% (2012 Effective Rate 8.08%)
MINIMUM PREMIUM:	\$149,460
ESTIMATED AND DEPOSIT PREMIUM (INCLUDING TERRORISM AND BROKER FEE:	\$166,066 (2012 Prorated Effective Premium \$170,421)

Cherokee County, Georgia
Excess Workers' Compensation & Employer's Liability
Option 2- Midwest Employers Casualty Company
October 1, 2013 to October 1, 2014

CARRIER: Midwest Employers Casualty Company
Best's Rating: A+ (Superior)
Financial Size Category: XV (\$2,000,000,000 or Greater)

DOMICILE: Georgia Admitted

COVERAGE: Specific Excess of Retentions

ESTIMATED ANNUAL PAYROLL: \$ 52,165,271

CONTINGENT UPON: N/A

LIMITS: Workers' Compensation: Statutory
Employer's Liability: \$1,000,000

ESTIMATED AGGREGATE RETENTION AND AGGREGATE LIMIT: \$2,327,792
\$1,000,000

SPECIFIC RETENTION: \$500,000 Except
\$750,000 For Police/Fire

ESTIMATED MANUAL AND NORMAL PREMIUM: \$2,032,829

EXCESS RATE (AS A % OF NORMAL PREMIUM): 7.99%

MINIMUM PREMIUM: \$146,181

ESTIMATED AND DEPOSIT PREMIUM (INCLUDING TERRORISM AND BROKER COMMISSION): \$162,423

**Cherokee County, Georgia
Excess Workers' Compensation & Employer's Liability
Option 3- Midwest Employers Casualty Company
October 1, 2013 to October 1, 2014**

CARRIER: Midwest Employers Casualty Company
Best's Rating: A+ (Superior)
Financial Size Category: XV (\$2,000,000,000 or Greater)

DOMICILE: Georgia Admitted

COVERAGE: Specific Excess of Retentions

ESTIMATED ANNUAL PAYROLL: \$ 52,165,271

CONTINGENT UPON: N/A

LIMITS: Workers' Compensation: Statutory
Employer's Liability: \$1,000,000

ESTIMATED AGGREGATE RETENTION AND AGGREGATE LIMIT: \$2,327,792
\$1,000,000

SPECIFIC RETENTION: \$550,000 Except
\$750,000 For Police/Fire

ESTIMATED MANUAL AND NORMAL PREMIUM: \$2,032,829

EXCESS RATE (AS A % OF NORMAL PREMIUM): 7.57%

MINIMUM PREMIUM: \$138,497

ESTIMATED AND DEPOSIT PREMIUM (INCLUDING TERRORISM AND BROKER COMMISSION): \$153,885

Cherokee County, Georgia
Excess Workers' Compensation & Employer's Liability
Option 4- Midwest Employers Casualty Company
October 1, 2013 to October 1, 2014

CARRIER: Midwest Employers Casualty Company
Best's Rating: A+ (Superior)
Financial Size Category: XV (\$2,000,000,000 or Greater)

DOMICILE: Georgia Admitted

COVERAGE: Specific Excess of Retentions

ESTIMATED ANNUAL PAYROLL: \$ 52,165,271

CONTINGENT UPON: N/A

LIMITS: Workers' Compensation: Statutory
Employer's Liability: \$1,000,000

ESTIMATED AGGREGATE RETENTION AND AGGREGATE LIMIT: \$2,327,792
\$1,000,000

SPECIFIC RETENTION: \$600,000 Except
\$750,000 For Police/Fire

ESTIMATED MANUAL AND NORMAL PREMIUM: \$2,032,829

EXCESS RATE (AS A % OF NORMAL PREMIUM): 7.20%

MINIMUM PREMIUM: \$131,727

ESTIMATED AND DEPOSIT PREMIUM (INCLUDING TERRORISM AND BROKER COMMISSION): \$146,364



14755 North Outer Forty Drive, Suite 300
Chesterfield, Missouri 63017
(636) 449-7000

Certificate of Excess Insurance for Self-Insurer of Workers' Compensation and Employers Liability

To: Division Director
Georgia State Board of Workers' Compensation
270 Peachtree Street, NW
Atlanta, Georgia 30303

This is to certify that an excess insurance policy has been issued as described below and is now in effect:

Name/Address:	Cherokee County Board of Commissioners 1130 Bluffs Parkway Canton, GA 30114	
Policy No.:	EWC008802	
Effective Date:	10/01/2013	
Expiration Date:	10/01/2014	
Insurer Cancellation Notice:	60 Days	
Type of Insurance:	Excess Insurance Policy for Self-Insurer of Workers' Compensation and Employers Liability	
Limits of Indemnity:	Coverage A. Workers' Compensation	STATUTORY
	Coverage B. Employers Liability	\$1,000,000
	Aggregate	\$1,000,000
Retention(s):	Specific	
	(a) Each Accident:	See Attached
	(b) Each Employee for Disease:	\$500,000
	Aggregate	\$2,281,237
Self-Insurer's Operations:	Government	
States of Self-Insurer's Operations:	Georgia	

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms, exclusions and conditions afforded by the policies referenced herein.

Midwest Employers Casualty Company will give written notice in the event it cancels this policy to the party to whom this certificate is addressed.

Donna L. Knowling

Authorized Representative

David W. Houston

Countersignature



**Excess Workers' Compensation
Binder**

Insured: Cherokee County Board of Commissioners

Policy Number: EWC008802 **Effective Date:** 10/01/2013
Quote Number: 0180950 **Expiration Date:** 10/01/2014

Named States: Georgia

Service Company: Key Risk Insurance Company
P.O. Box 49129
Greensboro, NC 27419-

Includes the following Endorsements: (see attached)

<u>SPECIFIC:</u>	Specific Limit:	STATUTORY
	Specific Retention:	See Attached
<u>EMP LIABILITY:</u>	Employers Liability Limit:	\$1,000,000
<u>AGGREGATE:</u>	Aggregate Limit:	\$1,000,000
	Aggregate Retention (Rate as a Percentage of Normal Premium):	114.51%
	Minimum Aggregate Retention:	\$2,281,237
	Aggregate Loss Limitation:	\$500,000
<u>RATING BASE:</u>	Policy Estimated Payroll:	\$52,165,271
	Policy Estimated Worker Hours:	N/A
	Policy Estimated Per Capita:	N/A
	Policy Normal Premium:	\$2,032,829
	Rate as a Percentage of Normal Premium:	7.99%
<u>PREMIUM:</u>	Total Estimated Policy Premium (including flat charges):	\$162,423
	Policy Minimum Premium:	\$146,181
	Deposit Premium:	\$162,423
	Deposit Flat Charge(s):	N/A
	<u>Total Deposit Due:</u> *	\$162,423
	Terrorism Risk Insurance Act of 2002:	\$4,873
	(included in Total Deposit Due above)	

* The following states are subject to a premium surcharge: GA. The amount of the surcharge is not included in any premium amount shown above; it is in addition to the premium amount(s) above. The amount of the surcharge is subject to change as directed by the Department of Insurance and other agencies.

Humboldt Burkett

Midwest Employers Casualty Company

09/24/2013
Date



**Endorsement Schedule
Binder**

Insured: Cherokee County Board of Commissioners
Policy #: EWC008802

Policy Effective Date: 10/01/2013
Policy Expiration Date: 10/01/2014

Policy includes the following Endorsements:

CMB-6-CLS	Amendment to Schedule Item 6
CMB-11	Amendment to Schedule Item 11
CMB-195	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-GA	Georgia



Elaboration Supplement
Specific Retention by Classification

Insured: Cherokee County Board of Commissioners

Policy Number: EWC008802

Effective Date: 10/01/2013

Expiration Date: 10/01/2014

Schedule Item 6 is amended as follows:

Classification	Specific Retention
7710	\$750,000
7720	\$750,000
All Other	\$500,000

INVOICE

The McCart Group
 2405 Satellite Blvd #200
 Duluth, GA 30096-5808
 (770)232-0202

Customer	Cherokee County, Georgia 10362
Date	09/25/2013
Customer Service	Daniel W. Houston-Ren&Referral Wanda Jackson
Page	1 of 1

Cherokee County, Georgia
 1130 Bluffs Pkwy.
 Canton, GA 30114

Payment Information	
Invoice Summary	162,423.00
Payment Amount	
Payment for:	Invoice#242102
EWC008802	

Thank You

Please detach and return with payment

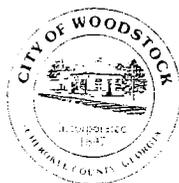


Customer: Cherokee County, Georgia

Invoice	Effective	Transaction	Description	Amount
242102	10/01/2013	Renew policy	Policy #EWC008802 10/01/2013-10/01/2014 Midwest Employers Casualty Co. Workers Compensation - Renew policy	162,423.00
				Total
				162,423.00

Thank You

The McCart Group 2405 Satellite Blvd #200 Duluth, GA 30096-5808	(770)232-0202	Date
		09/25/2013



City of Woodstock
12453 Highway 92
Woodstock, GA 30188
Website: www.woodstockga.gov

October 11, 2013

Cherokee County Board of Commissioners
c/o Angie Davis
Jarrard & Davis
105 Pilgrim Village Drive
Suite 200
Cumming, GA 30040

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

**RE: A#063 -13 Annexation of ± 26.75 acres
Presently zoned: R-80 Cherokee County
Location: 13426 and 13430 Highway 92
Proposed Zoning: R-3A**

Dear Ms. Davis:

In accordance with O.C.G.A. 36-36-6, the governing authority of an annexing municipality is required to give notice of any proposed annexation to the governing authority of the County wherein the area proposed to be annexed is located. Pursuant to such requirement, the Mayor and City Council of the City of Woodstock hereby notify the Cherokee County Board of Commissioners of the proposed annexation of certain real property pursuant to O.C.G.A. 36-36-21 as follows:

**Applicant: Ashton Atlanta Residential, LLC
Tax Parcels: 15N24 188, 15N24 188A and 15N24 188B**

A copy of the annexation application, applicant response, site plan and zoning/tax map showing the location of the property are enclosed.

Should you have any further questions please call me at 770-592-6050.

Sincerely,

Patricia D. Hart
Planner
Community Development

CITY of WOODSTOCK

Application for Public Hearing

RECEIVED
10/6/13

Important Notes:

1. Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form. This page should be the first page of your completed application package.
2. All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages WILL NOT BE ACCEPTED.
3. Please contact the Zoning Administrator in the Community Development Department at 770.592.6039 if you have any questions regarding the application package, this application or the public hearing process.

Contact Person: Parks F. Huff, Attorney for Applicant Phone: 770-422-7016

Applicant's Information:

Name: Ashton Atlanta Residential, LLC
 Address: 3820 Mansell Road, Ste. 300 Phone: _____
 City, State, Zip: Alpharetta, Georgia 30022 Fax: _____

Property Owner's Information:

same as above

Name: See attached owner list.
 Address: _____ Phone: _____
 City, State, Zip: _____ Fax: _____

Requested Public Hearing (check all that apply):

- Annexation Comprehensive Plan Amendment
 Rezoning Other:
 Variance

STAFF USE ONLY:	PUBLIC HEARING SCHEDULE:
Case: <u>A #063 - 13</u>	Public Input Meeting: <u>By November 1, 2013 Latest</u>
Received by: <u>Mark Hudgens</u>	Planning Commission: <u>Dec. 6, 2013 7.PM</u>
Fee Paid: \$ <u>1350.-</u>	Board of Appeals: <u>N/A</u>
Date: <u>10.8.13</u>	City Council: <u>Dec. 16, 2013 7.PM</u>
	Other: <u>DPC</u> <u>Nov. 6, 2013 10 AM</u>

#2569-2013

Property Information:

Location: 13426 and 13430 Highway 92 and other adjacent property.

Parcel Identification Number(s) (PIN): 15-1199-0005, 15-1199-0044 & 15-1199-0018 Total Acreage: 26.75

Existing Zoning of Property: R-80 (County) Future Development Map Designation: Neighborhood Living

Adjacent Zonings: North R-40 (County) South R-3(c) East R-3(c) West R-80 (County) & GC (City)

Applicant's Request (Itemize the Proposal):

- 1) Rezone the property to R-3(A) for a detached single family subdivision at four units per acre.
- 2) Reduce the minimum lot size from 9,500 square feet in the overlay and from 7,500 sq. ft. outside the overlay, to 5,000 sq. ft.
- 3) Reduce the side setback from ten feet (10') to five feet (5').
- 4) Reduce the lot width in the overlay from 60 feet to 45 feet.
- 5) Eliminate the buffer required in the overlay.
- 6) Reduce the front set back from 30 feet to 25 feet within the overlay.

Proposed Use(s) of Property:

Single family detached homes.

Infrastructure Information:

Is water available to this site? Yes No

Jurisdiction: Cherokee County

How is sewage from this site to be managed?

Cherokee County Water and Sewage Authority

Will this proposal result in an increase in school enrollment? Yes No

If yes, what is the projected increase? 76 students

Proposed Use(s)	# of units	Multiplier	Number of Students
Single Family (Detached) Home	105	0.725	76
Multi Family (Attached) Home		0.287	

Traffic Generation:

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? 1,004 trips

Code	Land Use(s)	# of units	Daily Trip Ends	Number of Trips
210	Single Family Home/Townhome	105	9.57	1,004
220	Apartment		6.63	

* A unit for residential purposes is equal to one residential unit. For commercial/industrial uses it is defined in the ITE table, but most often is equal to 1,000 square feet of floor area for the use specified.

Authorization:

Upon receipt of the completed application package, the Community Development Department shall notify the applicant of scheduled dates, times, and locations of the public meetings/hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, Park H.H., do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 4 day of Oct, 2013.

Print Name _____

RECEIVED
10/6/13

Property Owners' Information Attachement:

Tract 1: 15N24 188 A:

Name: Charles G. Butterworth, Jr. & Nancy Butterworth

Address: 13426 Highway 92, Woodstock, Georgia 30188

Tract 2: 15N24 188 B:

Name: T. Leon Butterworth and Janice Marie Butterworth

Address: 13430 Highway 92, Woodstock, Georgia 30188

Tract 3: 15N24 188:

Name: Tony Leon Butterworth and Edith Butterworth as Trustees of the Charles G. Butterworth, Sr. Testamentary Trust Under Will dated April 23, 2001 in the Estate Docket Number 2008-ES-0038

RECEIVED
10/6/13

**APPLICANT RESPONSE STATEMENT
ANNEXATIONS AND REZONINGS**

1) Explain the intent of the requested zoning.

The applicant seeks a zoning to allow for the development of a single-family detached subdivision on 26.75 acres. The subdivision will have approximately 105 homes and include an amenity package.

2) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The adjacent properties to the east and west of the subject property are both developed with single family attached homes at a greater density than the proposed density of this project. Therefore, given that the adjacent properties are more dense attached properties than the proposal, a less dense detached product is suitable and more than consistent with adjacent developments.

3) How the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.

The proposed zoning will not have any negative adverse effect on the existing usability of adjacent or nearby properties.

4) Whether the property to be affected by a proposed zoning has a reasonable economic use as currently zoned.

The subject property is sandwiched between a mixed-use development that includes a general commercial portion facing Highway 92 with townhomes adjacent to the subject property on the west side of the subject property. On the east side of the subject property is a townhome community that is part of the Mountain Brooke Master Plan development. Given the fact that the property is sandwiched between greater density attached products, the property does not have any reasonable economic value developed as R-80.

5) Whether the proposed zoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

The proposed zoning of 105 homes will not excessively burden the existing streets, transportation, utilities or schools in the area. The tax base created by the development will more than offset the impact on the public infrastructure.

- 6) **Whether the proposed zoning is in conformity with the policy and interest of the land use plan.**

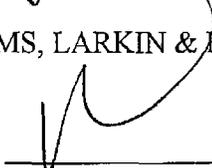
The proposed zoning is consistent with the City's designation of the property as Neighborhood Living and is consistent with the existing zoning on either side of the development.

- 7) **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed zoning.**

There is a strong demand for residential development in the area and the proposed detached subdivision will complement the existing attached units in the area.

Respectfully submitted this 4 day of Oct, 2013.

SAMS, LARKIN & HUFF, LLP

By: 

PARKS F. HUFF
Attorney for Applicant
Ga. Bar No. 375010

**APPLICANT RESPONSE STATEMENT
VARIANCES**

1) Explain requested variance.

- a. Reduce the minimum lot area from 9,000 square feet in the overlay and from 7,500 square feet outside the overlay, to 5,000 square feet.
- b. Reduce the side setback from 10 feet to 5 feet.
- c. Reduce the lot width in the overlay from 60 feet to 45 feet
- d. Eliminate the buffer required in the overlay.
- e. Reduce the front set back from 30 feet to 25 feet within the overlay.

2) How any special conditions and circumstances existing on the property which are peculiar to the land, structure(s) or building(s) involved and which are not applicable to other lands, structure(s) or building(s) in the same district.

Although the subject property is located between two attached unit subdivisions, the Applicant believes a detached product will create a higher price point and there is a greater demand for detached housing in this area. However, to accommodate the detached housing the requested variances will be needed.

3) How the literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of right commonly enjoyed by other properties within the same district under the terms of the Zoning Ordinance.

The proposed variances are consistent with the development setbacks and square footage of the subdivisions on either side of the subject property.

4) How the special conditions and circumstances do not result from the actions of the applicant.

The Applicant is reducing the number of units that would be reasonably compatible with adjacent zonings and building a detached product. This action will create a higher price point and less impact on the public infrastructure.

5) How granting of the variance requested will not confer on the applicant any special privileges that is denied by the Zoning Ordinance to other lands, structure(s) or building(s) in the same district.

The requested variances relates specifically to the subject property because of its location on Highway 92 and the development of properties on either side of the property.

- 6) **How no non-conforming use of neighboring lands, structure(s) or building(s) in the same district and not permitted or non-use of lands, structure(s) or building(s) in other districts shall be considered grounds for issuance of a variance.**

The variance is a variance requested to allow for flexibility within this development to be able to build a single family detached product.

- 7) **Explain how this requested variance is the minimum necessary that will allow the reasonable use of the land, structure(s) or building(s).**

The Applicant is requested variances based upon development needs and is asking for no other variances.

- 8) **Explain how, if granted, this requested variance will be in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, surrounding properties or otherwise detrimental to the public welfare.**

The proposed zoning will be less dense than the adjacent developments. Being able to build a detached product in an area that is surrounding by attached units will be in harmony with the area and will not be detrimental to the public welfare.

Respectfully submitted this 4 day of Oct, 2013.

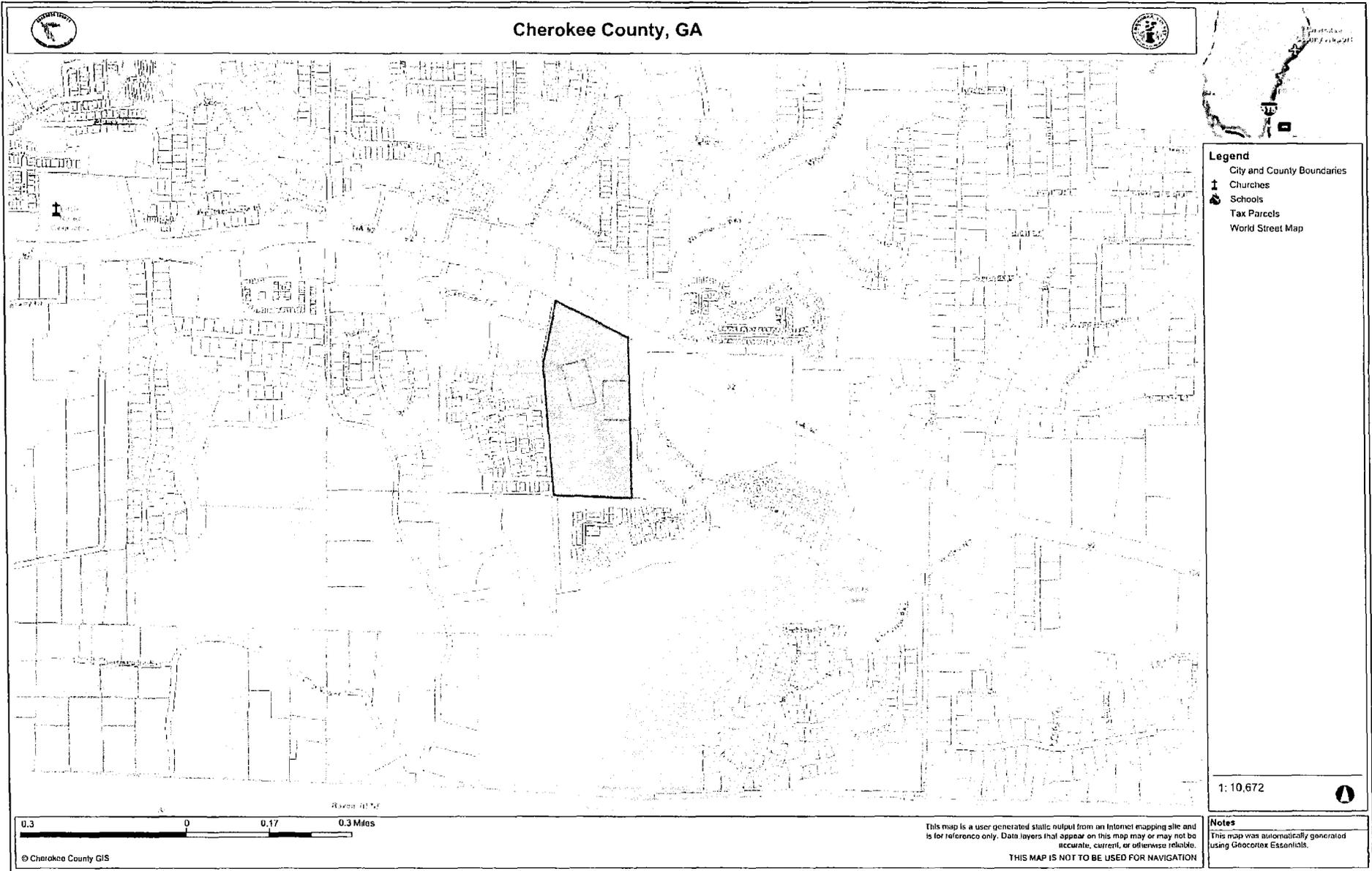
SAMS, LARKIN & HUFF, LLP

By: 

PARKS F. HUFF
Attorney for Applicant
Ga. Bar No. 375010

Location Map

Cherokee County, GA



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



Cherokee County Board of Commissioners

2014 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in September. **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	7th	21st
February	4th	18th
March	4th	18th
April	1st	15th
May	6th	20th
June	3rd	17th
July	1st	15th
August	5th	19th
September	9th	23rd
October	7th	21st
November	4th	18th
December	2nd	16th

Cherokee County Holidays

Jan 1 – New Year’s Day
Jan 20 – Martin Luther King Day
May 26 – Memorial Day
July 4 – Independence Day
September 1 – Labor Day

November 11 – Veterans Day
November 27 – 28 Thanksgiving
December 24, 25, 26 Christmas
Birthday - Floating