



Cherokee County Board of Commissioners WORK SESSION AGENDA

February 4, 2014
3:00 p.m. | Cherokee Hall

1. Presentation of Cherokee Recreation and Parks 2013 Annual Report by Bryan Reynolds.
2. Discussion of Regular Agenda Items.

Executive Session to Follow



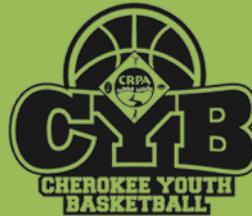
Cherokee Recreation & Parks Agency Annual Report



FY2013

CHEROKEE COUNTY AQUATIC CENTER

HOBGOOD PARK
The Only Place to Play



7545 Main Street Building 200 • Woodstock, GA 30188
(770) 924-7768 • www.carpa.net

Contents

Message from the Advisory Board Chairman and the Director...2

About Cherokee Recreation & Parks...3

Administrative Services4

Athletics.....4

Aquatics5

Park Services.....5

Programs6

Financial Summary7

2013 Parks Inventory.....8

Capital Improvement Program Update.....9



Message from the Advisory Board Chairman and the Director...

On behalf of the members of the Cherokee County Recreation & Parks Advisory Board and the staff of the Cherokee Recreation & Parks Agency (CRPA), we are pleased to present the Annual Report for fiscal year 2013 encompassing October 1, 2012 through September 30, 2013.

2013 was one of the very best years in recent memory for recreation and parks in Cherokee County, perhaps the best ever. We cut the ribbon on the new *Cherokee County Aquatic Center* in May, literally opening the doors to new recreation opportunities for our citizens. The Blanket's Creek Bike Trails reopened with new and expanded facilities. Many of our recreation and athletic programs like youth basketball, summer camps, gymnastic programs, etc. experienced tremendous growth throughout the year. Elsewhere, we made great progress in renovating and improving many of our existing parks through our current capital improvement program. Financially, the agency exceeded projected revenues, while remaining under budget in expenditures within all divisions.

Through the combined efforts of our great team of staff; the volunteers who provided countless hours of their time; and support from our elected and appointed officials, 2013 was not just an outstanding year, but an awarding-winning one as well for your recreation and parks agency.

In October, the Georgia Recreation & Park Association (GRPA) recognized Cherokee County as the **GRPA Fifth District Class A Agency of the Year** for our outstanding work as the top recreation and parks agency in the northwest portion of the state. This marked the fourth time Cherokee County has received this award. Then, in November, the *Cherokee County Aquatic Center* was named the **Most Outstanding New or Renovated Facility** in the state by GRPA.

We are proud to continue to serve the leisure interests of our citizens and make Cherokee County a great place to live, work and play. We look forward to continuing our work to improve the quality of life for residents throughout our great county. See you in the parks!

Bryan D. Reynolds
Agency Director
Cherokee Recreation & Parks Agency

Chris Hampton
Chairman
Cherokee County Recreation & Parks Advisory Board

About Cherokee Recreation & Parks...

As the principal provider of parks, recreation facilities and programs in Cherokee County, the mission of the Cherokee Recreation & Parks Agency (CRPA) is to enhance the quality of life; promote healthy lifestyles and an active community for Cherokee County residents by providing athletic fields, trails, playgrounds, pavilions, other park amenities as well as exciting and enjoyable recreation programs. CRPA provides a variety of recreation opportunities for youth and adults in the areas of athletics, aquatics, instructional programs, special events, and therapeutic recreation as well as the upkeep and day-to-day maintenance of our parks.

The agency operates 22 parks throughout the county that encompass more than 2,234 acres. Our parks include 32 baseball/softball fields, 24 multipurpose fields, 20 tennis courts, 17 playgrounds and more than 34 miles of trails. It also includes the new Cherokee County Aquatic Center, the Union Hill Community Center, the Recreation Center and more. Services offered include youth and adult athletics, camps, instructional classes, therapeutic programming, senior programming, swim lessons, aqua fitness, special events and more. We partner with a variety of other organizations throughout the county to maximize our resources and further expand recreation opportunities throughout the county. Program participation and visits to parks combined to equal more than 2.96 million in 2013.

Our current capital improvement program, primarily funded through the park bond approved by voters in 2008, is investing in our future to ensure a healthier and greener Cherokee County by providing parks, recreational facilities and preserving green space for our children and families. More than 1,450 additional acres have been added. Seven new parks and facilities will be constructed. Existing parks throughout the county are being renovated and expanded.

The Cherokee County Recreation & Parks Advisory Board consists of five citizen members appointed by the Board of Commissioners. The Advisory Board elects their own officers and each member serves concurrently with the term of their appointing commissioner. The Advisory Board's principal duties are to advise in the initiation, planning, organization, implementation, and coordination of public recreation programs and activities for the county; and to recommend a system of parks and facilities that will accommodate the public's need for recreation programs and activities.

Managing Staff

Agency Director	Bryan Reynolds
Division Director, Park Services	Michael Brantley
Division Director, Recreation	Neely Motiejunas
Division Director, Athletics	Jay Worley
Manager, Administrative Services	Andrea Johnson
Superintendent, Park Services	Steve Ralston
Manager, Aquatics	Kim Baker

Advisory Board

Chairman	Chris Hampton
Vice Chairman	Brian Roach
Board Member	Amy Turcotte
Board Member	Robert Strozier
Board Member	Scott Schug

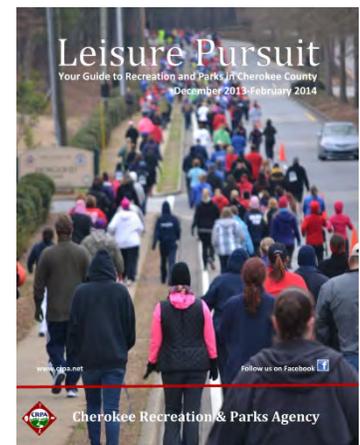
Administrative Services

Administrative Services is responsible for the planning, administration and coordination of work assignments for the Agency's finances, marketing and public relations, registration processes, training, communications, facility rentals, policy administration and office management. Division staff works closely with other divisions to ensure coordination of administrative processes; proper flow of information to the public; and the promotion of programs, parks, and facilities.



2013 Highlights

- Exceeded budgeted revenues by more than 4% while remaining more than 6% under budgeted expenses.
- Implemented Park Use Agreement with Hobgood Baseball Inc. for the use of the youth baseball complex at Hobgood Park.
- Renewed our agreement with SORBA-Woodstock for the maintenance and management of the mountain bike trails at Blanket's Creek.
- Surpassed more than 260,000 web site visits on www.crpa.net and more than 1,500 Likes on CRPA Facebook page.



Athletics

Athletics is responsible for planning, organizing and implementing programs in the areas of youth athletics, adult athletics, tournaments, athletic camps and special events. Division staff works directly with individuals participating in programs; develops and promotes diverse athletic opportunities; and serves as a community resource and liaison for local youth sports associations.



2013 Highlights

- Continued to make youth sports in Cherokee County safer by performing background screenings on 2,315 volunteers.
- Recognized seven teams and two individuals for their accomplishments during the second annual Cherokee County Youth Sports Champions Day.
- Completed our second successful season of Cherokee Youth Basketball with over 390 teams and 3,100 players.

- Implemented the “Academic All Stars” program during CYB to recognize student/ athletes that excelled in the classroom. Players received an academic medal for their accomplishments.
- Re-opened Hobgood Park Softball Complex after renovations and completed the 19th year of adult softball at the park with over 120 teams in men’s, women’s, seniors and co-ed divisions.



Aquatics

Aquatics is responsible for all operations of the Cherokee County Aquatic Center including registration processes, marketing and public relations, programming, training, facility rentals and maintenance. Division staff works directly with individuals participating in programs and utilizing the facility; coordinates the use of the center by many diverse user groups; and develops and promotes diverse aquatic opportunities.

2013 Highlights

- Cut the ribbon at the new *Cherokee County Aquatic Center* on Thursday, May 9, 2013.
- More than 2,000 guests visited the *Cherokee County Aquatic Center* on Saturday, May 11, 2013 for our Grand Opening gala.
- Eighty-five swimmers participated in the inaugural Pelicans summer swim team.
- Welcomed more than 100,000 visitors to the *Cherokee County Aquatic Center* from May to September.
- Our lifeguards brought home a bronze medal in their first ever GRPA State Lifeguard competition.
- CCAC named **Best New Thing** by readers of *Cherokee Life Magazine*.



Park Services

Park Services is committed to the maintenance and preservation of our parks and natural resources. Division staff works closely with other divisions, community groups and the public to manage, protect and improve our parks and natural resources; including athletic fields, playgrounds, trails and other park amenities.

2013 Highlights

- Working with Saddle Club volunteers, completed the first half of the Dapple Trail at Garland Mountain Horse & Hiking Trails.
- Cleaned and removed more than 60 cubic yards of debris and re-opened Fields Landing Park & boat ramp after just two days following spring floods.
- Added three new horseshoe pits to Hobgood Park.
- Maintained 22 parks and facilities throughout the county with zero workplace accidents in 2013.
- Recycled more than 1,000 Christmas trees.



Programs

Programs is responsible for planning, organizing and implementing programs for children, teens, and adults in the areas of instructional classes, fitness, day and specialty camps, special events, senior adults and therapeutic recreation. Division staff works directly with individuals participating in programs; and develops and promotes diverse recreational opportunities.

2013 Highlights

- The 7th annual Guns & Hoses 5K in February raised \$2,680 for CASA.
- Created Leisure Roamers, a new program for adults with disabilities.
- Working with Cherokee County Senior Services, hosted the Adopt-a-Senior program and gave holiday gift packages to more than 300 seniors.
- More than 2,500 people, the most ever, attended Touch-A-Truck in October.
- Broke the century mark with more than 100 members in Silver Roamers, our senior travel club.

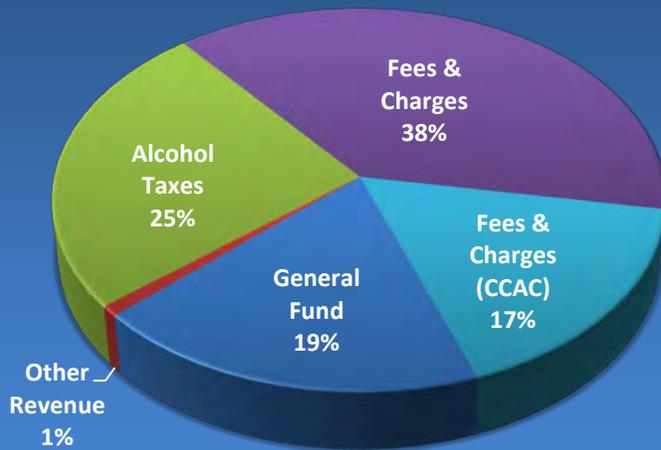


Financial Summary

FY2013 CRPA Fund Summary

	Original Budget	Budget Adjustments	Revised Budget	Actual	Variance Better (Worse)
Revenues					
Fees & Charges	\$ 1,406,640	\$ 0	\$ 1,406,640	\$ 1,498,631	\$ 91,991
Fees & Charges (CCAC)	658,076	0	658,076	650,187	(7,889)
Alcohol Taxes	871,200	0	871,200	971,691	100,491
General Fund	729,802	0	729,802	729,802	0
Other Revenue	\$ 67,312	0	67,312	33,337	(33,974)
Total Revenues	\$ 3,733,030	\$ 0	\$ 3,733,030	\$ 3,883,648	\$ 150,618
Expenditures					
Administration	\$ 660,242	\$ 0	\$ 660,242	\$ 655,814	\$ 4,428
Programs	445,226	0	445,226	425,865	19,361
Aquatics	703,568	0	703,568	591,886	111,682
Athletics	1,032,405	0	1,032,405	946,011	86,394
Maintenance	891,589	0	891,589	882,779	8,810
Total Expenditures	\$ 3,733,030	\$ 0	\$ 3,733,030	\$ 3,502,355	\$ 230,675

Revenue Sources in FY2013



Fees & Charges from CRPA & Aquatic Center programs and services combined to equal more than 55% of revenues in 2013.

Value for Your Property Tax Dollars

In 2013, the average homeowner paid \$4.79 in property taxes for recreation and parks maintenance and operations.¹

¹ Based on Fair Market Value of \$172,500 home assessed at the 2013 Millage Rate for County M&O (General Fund) of 5.798 = \$371.07. Then, \$371.07 x 1.29% (CRPA % of General Fund in 2013) = \$4.79.

Note: At the time of publication, the 2013 figures had not yet been audited. Please refer to Cherokee County 2013 Comprehensive Annual Financial Report for audited figures.

2013 Parks Inventory

Current Parks & Facilities

Park / Facility Name	Acres	Description
Badger Creek Park	151	14 MP fields; home of Cherokee Impact Soccer
Barnett Park	25	3 BB/SB fields; playground; trails; home of Cherokee Reds Baseball
Blankets Creek Bike Trails	364	15 miles of mountain bike trails; pavilions
Buffington Park & Gym	5	Gym; 1 BB/SB field; pavilion
Cherokee County Aquatic Center	38	Indoor – 50M & 25Y pools; Outdoor – free form leisure pool
Cherokee Mills Park	39	Boat ramp; access to Allatoona Lake; boat dock
Cline Park	12	Splash pad; playground; tennis courts; pavilion; pedestrian trails
Dwight Terry Park	30	2 BB/SB fields; playground; paved walking path
Field's Landing Park	280	Boat ramp; access to Allatoona Lake; playground; pavilions
Garland Mt. Horse/Hike Trails	544	11 miles of equestrian trails; pavilion
Hickory Trails Park	24	Pavilions; pedestrian trails
Hobgood Park	60	10 BB/SB fields; MP field; tennis courts; playground; paved walking path
J.J. Biello Park	470	5 BB/SB fields; 6 MP fields; tennis courts; playgrounds
Kenney Askew Park	9	MP field; 1 BB/SB field; playground; tennis courts
Lewis Park	57	Playground; pedestrian trails; pavilions
Park Village	25	Pedestrian trails
Recreation Center	14	Gym; rental space available; hockey rink; playground; pavilion
Riverchase Park	10	Playground; pavilion
Sequoyah Park	39	4 BB/SB fields; MP field; playground; disc golf; pavilion
Union Hill Community Center	3	Banquet hall; rental space available; playground
Waleska Park	18	3 BB/SB fields; playground
Weatherby Park	17	3 BB/SB fields; MP field; playground; paved walking path
Total Acres	2,234	<i>MP = Multipurpose; BB/SB = Baseball/Softball</i>

Additional Park Properties (Future Parks and Green Space)

Property or Project Name	Acres	Notes
Forestar Property	186	Future Park
Funk Property (East Park)	149	To Be Designed – Construction to begin in 2015
Hudgens Property	405	Future Park (Adjacent to Garland Mtn. Trails)
John Ford Property	62	Future Park
Killian & Maddox Properties	51	Richard “Hunkey” Mauldin Baseball Complex – Under construction
Old Doss Property	45	Green Space
Patriots' Park (Kellogg Creek)	34	Design Complete – Construction scheduled for 2015
Priest Road Property	11	Future Park
Rebecca Ray Park	15	Future Park
Rubes Creek	36	Green Space
Thacker Property	141	Future Park
Thompson Property	43	Future Park
Willoughby-Sewell Property	228	Future Park
Yellow Creek Road Property	538	Future Park (Conservation Easement thru Mountain Conservation Trust)
Total Acres	1,944	

Capital Improvement Program Update

A great deal of work occurred over the past twelve months to advance the Capital Improvement Program. Representatives of Cherokee Recreation & Parks Agency (CRPA) and the Cherokee County Capital Projects Office have worked very closely to communicate project scopes of work for the coordination of recreation activities at existing parks and for the new parks. Design work by the many architects, landscape architects and engineers, and the construction work by the many general contractors, and their respective subcontractors, vendors and suppliers for the numerous park projects has also been closely coordinated with Cherokee County Development Services for early reviews for compliance with site and building codes, including ADA accessibility, to enable prompt and timely issuance of permits for the commencement of construction.



May 9th, 2013 marked a very important milestone in Cherokee County history with the ribbon cutting and grand opening of the *Cherokee County Aquatic Center (CCAC)* on Gresham Mill Parkway, off Sixes Road at I-575. The nearly \$20 Million project was completed on time and under budget enabling these saved funds to be retained in the Park Bond Program for use on other planned county park projects. The center has already been recognized by the Georgia Recreation & Parks Association as the ***Most Outstanding New or Renovated Facility*** in 2013.



In June, the expansion and improvements to the amenities at the nationally acclaimed mountain bike trails at Blanket's Creek were completed. The entrance was realigned with Sixes Road allowing easier access to the park; the parking lot tripled in size; four new restrooms were opened; two pavilions added; a bike wash station was unveiled; and a large event lawn was created in the park at the trailhead. These upgrades have greatly improved the experience for riders at this very popular park.

Also, long awaited renovation work began in 2013, for completion in early 2014, at the following county parks: complete renovation of the existing concession building, new sports field and tennis court lighting, foul ball netting, tennis court crack repair & resurfacing and a new concrete plaza at Hobgood Park; sports field improvements; renovation of the concession/restroom building and the addition of a new restroom building at Barnett Park; field improvements and general renovations of the existing concession/restroom building at Dwight Terry Park; a new picnic shelter at Weatherby Park; and new sports field lighting for two baseball fields at Sequoyah Park. Similar renovation improvements for JJ Biello Park (East & West) are currently under design and under review by the US Army Corps of Engineers and are planned for construction in early to mid-2014.





Work between the cities of Canton, Woodstock, Ball Ground, Waleska and Nelson, and Cherokee County has also been most productive in the commencement of construction projects for all the city projects. While construction is still underway for the new Etowah River Park in the City of Canton; the *new* five baseball field complex adjacent to Kenney Askew Park; the City of Woodstock Trails for the Downtown Spur and Noonday Creek segments; and the City of Ball Ground and Nelson Parks, all construction work is expected to be completed in early 2014, as scheduled and planned, and within the Park Bond Funds allocated. With the recent purchase of additional land in the City of Waleska, master planning work is expected to be completed in 2014 in preparation for possible future park development. Design and permitting for the new park in the City of Holly Springs on Hickory Road has been completed. Construction is expected to begin in 2014.

In summary, projects funded under the Capital Improvements Program are proceeding as planned and budgeted.



Thank you to our partners in 2013.

Volunteers

Canton Baseball
Cherokee Hockey In-Line League (CHILL)
Cherokee Impact
Cherokee Pride
Cherokee Reds
Cherokee Saddle Club
Cherokee Senior Softball Association
Cherokee Summer Swim Association
Cherokee Youth Basketball Gym Directors and Coaches
Cherokee Youth Football Association
Cherokee Youth Lacrosse Association
Cherokee Youth Softball Coaches
Cherokee YMCA
Dwight Terry Baseball Association
East Cherokee Baseball
Hobgood Baseball
Laurel Canyon Garden Club
Leisure Spectrum Chaperones
Macedonia Baseball
Miracle League
NASA – Cherokee
North Cherokee Baseball
North Cherokee Youth Softball
Southern Off Road Bicycle Association – Woodstock Chapter
Special Pops Tennis

Sponsors

Northside Hospital-Cherokee
Chandler Graphics
Barco Disaster Response
Tires Plus
Dick's Sporting Goods
Hasty-Pope Trial Lawyers
Bray Allstate Agency

www.crupa.net



7545 Main Street • Building 200
Woodstock Georgia 30188

Cherokee County Proclamation

WHEREAS, Rotary International, founded on February 23, 1905 in Chicago, Illinois, USA, is the world's first and one of the largest non-profit service organizations; and

WHEREAS, there are over 1.2 million Rotary club members comprised of professional and business leaders in over 34,000 clubs in 200 countries and geographical areas; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

WHEREAS, Rotary funds club projects and sponsors volunteers with community expertise to provide medical supplies, health care, clean water, food production, job training, and education to millions in need, particularly in developing countries; and

WHEREAS, Rotary in 1985 launched PolioPlus and spearheaded efforts with the World Health Organization, U.S. Centers for Disease Control and Prevention, and UNICEF to immunize the children of the world against polio; and

WHEREAS, To date, Rotary has contributed nearly US\$1.2 billion and countless volunteer hours to the protection of more than two billion children in 122 countries; and

WHEREAS, Rotary has raised far in excess of the \$200 million in challenge grants received from the Bill & Melinda Gates Foundation, resulting in over \$555 million; and

WHEREAS, Rotary celebrated the declaration of India, one of the world's most populous countries, as polio-free, leaving just three countries worldwide in which polio is endemic; and Rotary has played a major role in decisions by donor government to contribute over \$4 billion to the effort; and

WHEREAS, Rotary is the world's largest privately-funded source of international scholarships and promotes international understanding through scholarships, exchange programs, and humanitarian grants; and

WHEREAS, Rotary's past Group Study Exchange program, and current Vocational Training Team program, has helped more than 67,000 young professionals explore their career fields in other countries and 7,000 secondary-school students each year experience life in another country through Rotary's Youth Exchange program; and

WHEREAS, there are over 11,000 Rotarians in Georgia, in 3 Districts and more than 200 Clubs; and

WHEREAS, Rotary International Vice President Anne L. Matthews, the first woman ever to serve in such a role, and Zone 33-34 Rotary International Director, is sponsoring the "Rotary Has Heart" initiative throughout the 29 Districts encompassing 26 countries and regions in the mid-Atlantic and Southeastern United States and Caribbean, to highlight the plight of hungry children and their families.

Therefore, I, L.B. Ahrens, Jr., on behalf of Cherokee County, do hereby proclaim February 14, 2014 as **Rotary Has Heart Day** and February 23, 2014 as **Rotary Day** in Cherokee County, and encourage all citizens to join me in recognizing Rotary Zones 33 & 34 for publicizing the needs of hungry children and their families and Rotary International for its 109 years of service to improving the human condition in local communities around the world.

L.B. Ahrens, Jr., Chairman



Cherokee County Board of Commissioners AGENDA

February 4, 2014
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

PROCLAMATION

Proclaiming February 14, 2014 as **Rotary Has Heart Day** and February 23, 2014 as **Rotary Day** in Cherokee County.

AMENDMENTS TO AGENDA

1. Add item 2.10 under County Manager's Section: Ratification of assignment of both the RA Smith and Terry Smith Purchase and Sale Agreements to Rooker.
2. Remove item 2.2 under County Manager's Section: Agreement with Cherokee Day Training Center for purchase of CATS buses.

ANNOUNCEMENTS

February 4, 2014

Page 1 of 5

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM JANUARY 21, 2014.

PUBLIC HEARING

None scheduled.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Consider adoption of Resolution in recognition of ACCG's Centennial Celebration.
- B. Approval of minutes from Retreat, January 16 & 17, 2014.

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

- A. Consider calling for a Public Hearing on the Historic Preservation Ordinance.

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider request to surplus non-functioning laptop computer and printer from the Engineering Department and dispose of at the next electronics recycling day. Request to surplus 3 printers in poor condition from the District Attorney's Office.

COUNTY MANAGER

- 2.1 Consider awarding construction contract to the lowest responsible bidder for Phase II of the Fire-ES Training Facility to CWI Construction, Inc., in the amount of \$945,900.00 and county-controlled contingency in the amount of \$90,000.00, for a total amount of \$1,035,900.00; Consider increasing the county-controlled contingency account in the amount of \$35,000.00 to fund final change orders for the completion of final site grading and other miscellaneous work. Combined total amount of request is \$1,070,900.00.
- 2.2 Amended: Removed. (Cats Bus Agreement)

- 2.3 Consider approval of proposal from Johnson Landscapes, d/b/a Vertical Earth, for construction of the Steels Bridge Road Reconstruction Project in the amount of \$715,124.78.
- 2.4 Consider approval of a Professional Services Contract with LAI Engineering, for completing plan updates and revisions for the Hames Road Improvement Project in the amount of \$33,860.00.
- 2.5 Authorize County Manager to execute the Professional Services Agreement with Motorola for the Maintenance and Service Contract for a two year term in an amount not to exceed \$315,288.00.
- 2.6 Consideration to Award Purchase of Utility Tractor to low bidder Mason Tractor & Equipment in the total amount of \$21,815.88 Using Park Bond Funds.
- 2.7 Consider awarding purchase of site amenities for Hobgood Park through Professional Services Agreement from Bliss Products using Park Bond Funds in the amount of \$41,378.28.
- 2.8 Consider approval of Professional Services Agreement authorizing Evidence Based Associates, pursuant to a grant provided by the Governor's Office, to provide counseling services to youth at the direction of the Cherokee County Juvenile Courts.
- 2.9 Consider awarding Professional Services Agreement to Virtual Graffiti in the amount of \$77,459.69 for three years of Firewall hardware and software subscription and maintenance.
- 2.10 Amendment: Ratification of assignment of both the RA Smith and Terry Smith Purchase and Sale Agreements to Rooker.

COUNTY ATTORNEY

ADJOURN

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L.B. Ahrens, Jr., Chairman



Cherokee County Board of Commissioners WORK SESSION MINUTES

January 21, 2014
3:00 p.m. | Cherokee Hall

The Chairman began at 3:09.m. with all Commissioners present.

1. Discussion on Voter Precinct Changes Delayed by Janet Munda.

Ms. Janet Munda began by recalling a previous discussion regarding a proposed plan to reduce the number of precincts in the County from 42 to 28. She indicated a lot has transpired since that date the Board of Elections adopted the plan on October 28, 2013. Because of special elections, a run-off, qualifying coming in March, primaries coming in May, and a new voter registration system implemented by the State, the time frame is really close. Ms. Munda announced that the precinct reduction will be delayed until 2015.

The Chairman stated it seems unusual to have a special election and run-off just for that candidate to serve only a month and a half and then turn around and run again in the upcoming primaries. He asked if there was any legislation regarding a short time frame in an election year. Ms. Munda said there is not and that it's just to fill the unexpired term.

The Chairman confirmed with Ms. Munda that those seeking to run in the upcoming election would need to turn in their campaign disclosure reports through the elections office by January 31, 2014. Ms. Munda commented that this deadline covers all elected officials. Their IT person is working to implement an online fillable form. Commissioner Johnston confirmed that it was a form that they would type in the information then print it out to turn it in. Commissioner Nelms asked if the disclosure report could be turned in earlier than January 31st. Ms. Munda said it could. She added that the Ethics Commission put out a new updated financial disclosure report on January 5, 2014. These are due no later than June 30, 2014.

2. Discussion of Regular Agenda Items.

CHAIRMAN

L. B. AHRENS

A. ACCG Launches Centennial Celebration.

The Chairman stated that the ACCG is celebrating its centennial year and is making it a year-long recognition. Their big event will be during their annual meeting in Savannah in April. The Chairman mentioned he will send out some information to the Commissioners pertaining to the event. ACCG asked all counties to consider a resolution recognizing the celebration. He proposed looking at the model that was sent at the next scheduled meeting.

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

- 1.1 Consider acceptance of Criminal Justice Coordinating Council (CJCC) supplemental subgrant award for Family Counseling for the Drug Accountability Court and budget amendment in the amount of \$9,600.00. There is no match required.
- 1.2 Consider approval to surplus various outdated electronic equipment from Cherokee Recreation and Parks Agency at the next Electronics Recycling Day.
- 1.3 Consider approval to apply for the 2013 Sex Offender Registry Notification Act (SORNA) Technology Grant for the Cherokee County Sheriff's Office in the amount of \$27,716.00. This is a no match grant.

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

- 2.1 Consider awarding Professional Services Agreement to low bidder, 144th Marketing Group, LLC, for the purchase and installation of specified Law Enforcement equipment in the amount not to exceed of \$10,512.00 per vehicle. (Contract value not to exceed \$210,240.00.)
- 2.2 Consider first amendment to partnership agreement with Northside Hospital-Cherokee to add payment to Cherokee County in the amount of \$125,000.00 made in annual installments of \$25,000.00 for Parks and Recreation, including the Aquatic Center.

Commissioner Johnston confirmed it would give them rights to put up banners and such. Mr. Cooper stated they would have banners inside and signage that will

allow other sponsor names to be added and will face the outdoor pool. They also have several signs out at various ball fields throughout the County.

- 2.3 Consider approval of Professional Services Agreement with American Engineers, Inc., for completing revised traffic study for the East Cherokee Drive and Old Hwy. 5 and the East Cherokee Drive and Mill Creek Road intersection improvement projects in the amount of \$9,500.00.
 - 2.4 Consider approval of the sale of shoot house to the State of Georgia for \$700,000.00.
-

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

- 3.1 Resolution to adopt 2014 Qualifying Fees.

Ms. Davis stated the resolution is for the qualifying fees that need to be adopted for the 2014 election season. The information was prepared by Mr. Steve McClure and Ms. Janet Munda. If it meets with the Boards approval, it would need to be adopted at the Regular Meeting.

The Chairman mentioned minutes from the retreat at Barnsley Gardens were being prepared and will be available for distribution and approval by the next meeting. He added the Ledger News and Cherokee Tribune were there both days. The Chairman began to go over highlights from the retreat.

The Chairman said they started by looking back at 2013 at what they did and did not achieve. They spent time discussing parks overall and where we are and should we pull forward some of the funding they had not intended originally from the Parks Bond. Commissioner Johnston added that Patriot's Park is about ready to start. Mr. Echols interjected they will be having a meeting with the designer for the park, Smith Planning Group, to catch back up to see where we are. Commissioner Johnston stated it would depend on the impact on the tax rate. Commissioner Nelms said another thing they discussed was placing undue burden on the staff as well as the return on investment of the Parks Bond for the taxpayers. He said the question would be about keeping the bond rate under .75. Mr. Echols added the point of their meeting would be to get an updated cost

estimate. About a year ago they provide us a cost estimate that was within budget. Depending on what they want to do with East Park they may put some up-front money for the redesign and restart of the park. The Chairman brought up a question previously asked by Commissioner Gunnin about practice fields for senior league softball. He said they began to look at property the County currently owns that with a little work could serve as practice fields. Commissioner Johnston referred to the currently named Veteran's Park that could be considered "mow it and play it" because it's so flat, although access is a big limitation. He believes it is large enough to accommodate at least ten fields. He added that Mr. Bryan Reynolds suggested at least a conceptual plan for the park be prepared so that if a road is made, they can place it in the appropriate place. Commissioner Johnston also mentioned the future Birch Park land they have already committed to put a road in. He added that there would be a need for parking and pedestrian access to the fields. Commissioner Nelms referred to his relationship with the athletic community in the County and that people he interacts with at speaking engagements are ready to see the return on the Parks Bond investment. He added there are many special needs children in the County who could benefit from the planned Miracle League field. Mr. Reynolds stated the special needs community could certainly benefit from having their own designated field. He went on to explain there is a special design specific to special needs and people with cleats would not be allowed on that field. Commissioner Poole referenced Mr. Robert Strozier who serves on the Recreation Advisory Board and his push for a special needs field. He added it will be nice for them to have a field to call their own. Commissioner Johnston suggested the concept needs to be refined. He added that what they got out of the discussion was to evaluate the financial implications of accelerating Patriot's and getting it built as soon as possible and evaluate the pros and cons of concepts involved in opening up Birch Park and/or Veteran's Park property at an earlier point for practice quality fields and addressing accessibility.

The Chairman stated they had financial-related discussions. Looking at the long-term plan, there is some predictability in the economy, more so than the last few years. They also are looking into getting an update on the residential and commercial tax digest. The Chairman said that as we get more commercial businesses, to track that would be interesting to see what's happening. The Chairman stated that the Board also had an open-ended discussion on impact fees with no conclusion but a direction of a non-financial image in competitiveness consideration. He added that it extends into Water and Sewerage as well. We are headed on a track of upward opportunities and that we know where we are competitively.

The Chairman moved on to the discussion regarding the Historic Preservation Ordinance, stating that they came to a conclusion to move forward. He indicated a

draft will be ready for the next meeting. Commissioner Johnston added that they discussed it and he could give Mr. Watkins a little background of their discussion. Commissioner Nelms asked Mr. Watkins if the draft of the ordinance was close to verbatim of the State ordinance. Mr. Watkins stated that most of the layout and the language follow the State but that he chose phrasing and policy from various county ordinances being mindful of the property owners and giving them rights and options. Commissioner Nelms asked if the ordinance is geared toward a model of both commercial and residential or more toward commercial structures. Mr. Watkins replied that a majority of the funding by way of grants and outside sources tends to lean toward income-producing properties so the County's draft of the ordinance bends more in that direction. He added there are only about 21 properties the ordinance will apply to if they choose to adopt that particular list. They are also seeking to offer lessened or waived impact fees for saving that historic property. Commissioner Johnston mentioned that they had noticed the ordinance did not provide restriction to only commercial type properties but could apply to any kind of property. However, they would not necessarily be inclined to do so. Mr. Watkins stated he was thinking the Board would adopt the ordinance then amend it to add the list of 21 properties previously discussed. Commissioner Johnston recalled a question they had regarding the changing of the exterior of an historic structure in that there was not a six-month waiting period to re-apply in the event of a permit denial. He asked if that was intentional. Mr. Watkins explained the process and said if the application is denied, they could go before the Board of Commissioners for an appeal. Commissioner Nelms asked Mr. Watkins his thoughts about historical districts. Mr. Watkins stated he could only think of a handful such as Lathemtown or Union Hill that would qualify.

The Chairman mentioned that they met with the Canton City Council for a few hours and discussed several topics including economic development and fire districts. He felt it was a positive discussion. Commissioner Johnston stated they discussed the possibility of consolidating fire. Both sides had some to agree while others had reservations about it. It was suggested by a council member to deal with the most urgent situation first which is to work on a new station to replace Station 9 in North Canton. It will serve the Great Sky and Laurel Canyon areas of the city. They tasked Mr. Cooper and acting City Manager, Glenn Cummings, to come up with a framework on how that might work on a detailed basis. It will most likely be funded and built by both the City of Canton and the County. Commissioner Johnston feels it will be a great plan to move forward if they can get the details to work. The Chairman stated they also discussed other topics such as managing the parks. Commissioner Johnston added the City would like for the County Parks and Recreation to take over the scheduling of the fields for league play. Commissioner Nelms indicated that the City would continue to maintain the fields.

The Chairman suggested amending the agenda for the Regular Meeting to accept Mr. Troy Welker's resignation from the RRDA Board. A brief discussion ensued regarding keeping the RRDA Board fully staffed and filling the vacancy as quickly as possible.

Adjourn

Hearing no further business, Commissioner Johnston made a motion to adjourn to Executive Session at 4:14 p.m. to discuss personnel, land acquisition or disposal, and pending or threatened litigation; Commissioner Nelms seconded and the motion was unanimously approved.



Cherokee County Board of Commissioners

MINUTES

January 21, 2014
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

Chairman Ahrens called the regular meeting to order at 6:04 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; 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 5:25 p.m.

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

PRESENTATIONS/PROCLAMATIONS

1. Sheriff's Office Quarterly Awards. Captain Cushing announced each award and Sheriff Garrison made the presentations. Four Life Saving awards were presented: Deputy John Blackerby, Deputy Josh Collie,

Lieutenant Jeremy Huggins, Deputy Cody Jones and Deputy Joseph Sullivan. Corporal Chris Furman received a Bravery Award and Deputy Zachary Holloman received the Sheriff's Commendation. After the awards presentations were made, sixteen (16) officers were recognized for promotions.

Sheriff Garrison thanked the Board for allowing them to recognize these outstanding officers. Chairman Ahrens thanked Sheriff Garrison for the presentation and his leadership.

AMENDMENTS TO AGENDA

1. Under Chairman's section: Retreat Highlights.
2. Under Chairman Ahrens section: Accept the resignation of Troy Welker from the RRDA Board.

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

ANNOUNCEMENTS

1. The Chairman stated that the Martin Luther King Jr. Unity Breakfast was a terrific event. He added that it was the third year it was held at the Northside Hospital Conference Room and that about 500 were in attendance. He thanked Jerry Cooper for working with Reverend Moore to get the word out.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM JANUARY 7, 2014.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

No one signed up to speak for Public Comment.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. ACCG Launches Centennial Celebration.

Chairman Ahrens stated that the ACCG was asking all counties to adopt a resolution in recognition of the Centennial Celebration and the accomplishments of ACCG. The Chairman said that he has information he will get out to the Board and that he plans to have the resolution on the next agenda.

B. Amendment: Resignation of Troy Welker from the RRDA Board.

The Chairman stated that during the Retreat he learned of the resignation of Troy Welker from the RRDA Board due to business obligations. He said that he wanted to publicly accept the resignation. He asked the Board to consider candidates to replace Mr. Welker. He added that he will ask the four remaining RRDA members as well for candidates.

C. Amendment: Retreat Highlights.

The Chairman stated that during Work Session he spoke about 45 minutes on details discussed at the retreat, so he would not repeat it all during the meeting. He added that minutes from the Retreat would be presented at the next meeting for approval. He went on to mention a few highlights: potential parks initiatives, the Historic Preservation Ordinance which would be coming before the Board for a call for Public Hearing. He said that the Mayor and City Council of Canton attended the meeting where they discussed: Economic Development, Fire Services, the possibility of the County's Parks and Recreation running the programming of City Parks with the City continuing to maintain the parks and, contracting with the County for

inspections during the build-out of Northside Hospital. The Chairman noted that a lot got accomplished.

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider acceptance of Criminal Justice Coordinating Council (CJCC) supplemental subgrant award for Family Counseling for the Drug Accountability Court and budget amendment in the amount of \$9,600.00. There is no match required.
- 1.2 Consider approval to surplus various outdated electronic equipment from Cherokee Recreation and Parks Agency at the next Electronics Recycling Day.
- 1.3 Consider approval to apply for the 2013 Sex Offender Registry Notification Act (SORNA) Technology Grant for the Cherokee County Sheriff's Office in the amount of \$27,716.00. This is a no match grant.

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

COUNTY MANAGER

- 2.1 Consider awarding Professional Services Agreement to low bidder, 144th Marketing Group, LLC, for the purchase and installation of specified Law Enforcement equipment in the amount not to exceed of \$10,512.00 per vehicle. (Contract value not to exceed \$210,240.00.)

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

- 2.2 Consider first amendment to partnership agreement with Northside Hospital-Cherokee to add payment to Cherokee County in the amount of \$125,000.00 made in annual installments of \$25,000.00 for Parks and Recreation, including the Aquatic Center.

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

- 2.3 Consider approval of Professional Services Agreement with American Engineers, Inc., for completing revised traffic study for the East Cherokee Drive and Old Hwy. 5 and the East Cherokee Drive and Mill Creek Road intersection improvement projects in the amount of \$9,500.00.

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

- 2.4 Consider approval of the sale of shoot house to the State of Georgia for \$700,000.00.

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

Commissioner Johnston added the comment that State agreed to contribute \$700,000 which allowed for a bigger and better training facility. Legally, the State has to have ownership of property in the amount of the contribution and it happens that the Shoot House is about equivalent. He said the Sheriff's Office will continue to run the entire facility.

COUNTY ATTORNEY

3.1 Resolution to adopt 2014 Qualifying Fees.

Angie Davis stated that the resolution was pretty straight forward, setting the Qualifying Fees for the 2014 Election Season. She said that Steve McClure, Human Resources Director and Janet Munda, Voter Registration Director, had reviewed the document and if it meets with the Board's approval, they could adopt the resolution tonight. She added that upon adoption, it should be published as required by law.

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

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Johnston made a motion to adjourn at 6:29 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

A RESOLUTION

Commending the Association County Commissioners of Georgia (ACCG) on the Occasion of its Centennial

WHEREAS, Georgia's counties, as the level of government closest to the people, partner with the State of Georgia to ensure a high quality of life for all the citizens of the State; and

WHEREAS, counties serve as the administrative arm of state government, provide numerous services that protect the health, safety and well-being of the people, and foster the growth of business opportunities throughout Georgia; and

WHEREAS, ACCG was founded in 1914 when county commissioners came together to support "the good roads movement" by committing county funds to improve state roads and by backing the creation of the state's first highway department; and

WHEREAS, for the past 100 years, ACCG has served with integrity and distinction as the respected legislative advocate for and voice of Georgia's 159 counties; and, in that role has provided credible leadership on numerous public policy issues facing the state and its citizens; and

WHEREAS, during its 100-year history, ACCG has broadened its purpose beyond legislative advocacy to include leadership development, civic and community engagement, and member services such as insurance and retirement programs, facility and equipment financing, and volume-pricing programs designed to meet specialized local government needs and save taxpayer dollars; and

WHEREAS, 2014 marks the centennial anniversary of the founding of ACCG, it is fitting and proper that Cherokee County recognizes the accomplishments and rich history of this distinguished organization.

NOW, THEREFORE, BE IT RESOLVED THAT THE CHEROKEE COUNTY BOARD OF COMMISSIONERS commends ACCG, Georgia's county association, for 100 years of dedicated service on behalf of the counties and citizens of this State and offers their best wishes for continued success.

ATTEST:

Christy Black, County Clerk

Cherokee County Board of Commissioners
Eighth Annual Planning Review
Barnsley Gardens, Adairsville, GA

Thursday, January 16 and Friday, January 17, 2014

2014 MINUTES

Thursday, January 16, 2014

Chairman Ahrens called the meeting to order at 2:03 p.m. All members of the Board were present with the exception of Brian Poole. Also present were County Manager, Jerry Cooper, County Clerk, Christy Black and members of the Tribune and Ledger News.

Chairman Ahrens stated that Commissioner Poole had advised the Board of business obligations and was unable to attend this afternoon, but that he could possibly make it tomorrow. The Chairman stated that the Board would not be going into Executive Session.

Mr. Cooper mentioned the new website that was launched last week, particularly noting the County's Dashboard page which compares Cherokee County's performance to other Metro Counties as well as demonstrating departmental accomplishments over previous years.

Section 1: Purpose – Theme – Expectation

The Chairman explained that the purpose was to share thoughts and ideas in open discussion. He added that although a timeline was given on each topic, the timeline was flexible. He touched on the theme which is 'Superior Quality of Life...' and asked the Commissioners their ideas on building competitive advantages and discussion ensued.

Section 2: Review 2013 – Outlook 2014

- 2.1 Achievements / Shortfalls 2013
- 2.2 Priorities 2014

Discussion included the 'shortfall' that a new operator was not in place at Ball Ground Recycling. Mr. Cooper added that the sale of the Jones Building would have been great to build reserves but it was not devastating that it didn't sell. The topic of the Wellness Plan was discussed, including the fact that the County had not renewed with CHN due to incorrect stats and lack of positive results. Mr. Cooper stated that they were looking at a new approach to wellness with a Wellness Coordinator/Coach which would cost less than CHN.

Section 3: Fiscal Integrity

- 3.1 Scope - definition
- 3.2 Budget Realization
 - o Risks

- Upside Opportunities
- 3.3 Impact going forward
 - ‘One time revenues’ in 2013, and 2014
 - Long Term Financial Plan
 - Parks 5-Year Capital – last retreat discussion

Discussion included managing reserves, contingency plans and one-time revenues such as the pension credit used in the past. The Chairman noted that the County still has a pension credit. Commissioner Nelms commented that he was proud the County was recovering well thanks to the efforts of staff and County leadership. He added that he would like to see citizens get a return on the Parks Bond investment. Discussion ensued about the status of Patriot’s Park and East Park projects now that the Aquatic Center was completed. Commissioner Gunnin said there was a need for Senior Softball league practice areas. Several options were discussed among the Board such as using property the County owns that could be used for practice with a little work. One park mentioned was the currently named Veteran’s Park that could be considered for a ‘mow it and play it’ practice field because it is flat. Commissioner Johnston pointed out there is limited access to the site until a road can be built. Chairman stated that we have drawn approximately \$65M of the Parks Bond, leaving about \$35M. Draw options were discussed such as to see where we are, then accelerate Patriots Park and evaluate the pros and cons of opening up Birch Park and/or Veteran’s Park at an earlier point for practice quality fields with the goal to keep the bond rate under .75.

The Chairman stated that the County is in a better position to look forward now. He added that they are looking into getting an update on the residential and commercial tax digest.

Section 4: BOC Initiatives

- 4.1 Economic Development
- 4.2 Ethics Ordinance Update
- 4.3 Lifelong Communities (ARC Model)
- 4.4 Historic Preservation Ordinance
- 4.5 Fire / EMS future needs

Discussion ensued about the possibility of Cherokee Office of Economic Development moving their offices into the Jones Building and/or using it as an economic development incentives center. Discussion turned to impact fees and the County’s desire to waive those fees for commercial projects. Commissioner Johnston said the County wants to grant the waiver, but they have to ask. Extraordinary Economic Benefits was discussed and Commissioner Johnston stated that the term was not well-defined so that may be something the County could look at using on a case by case basis. Discussion ensued on the property tax ranking document by Commissioner Johnston that are included as part of the minutes.

The Historic Preservation Ordinance was discussed and a decision was made to move forward. Commissioner Nelms commented that if the Board were going to adopt, he would like to see it sooner rather than later before the County loses anymore historic value. The next step would be to work with Jeff Watkins to have a draft prepared and to call for a Public Hearing date on the February 18th agenda.

The Chairman stated that they had made good progress and this would be a good stopping point for the evening.

The meeting for Thursday was adjourned at 5:50 p.m.

Friday, January 17, 2014

The meeting was called to order at 8:20 a.m. All members of the Board were present with the exception of Brian Poole. Also present were County Manager, Jerry Cooper, County Clerk, Christy Black and members of the Tribune and Ledger News.

Discussion picked up from yesterday with the topic of the Economic Development Business Plan. Incentive Business Accelerator ideas were discussed. The need for technology-based businesses was discussed as well as different options for the use of the Jones Building. The Chairman stated that the Jones Building would be a topic of common interest to discuss with City of Canton when they arrived at the meeting today. The Board discussed Lifelong Communities and the expectation of an increase in the senior population in Cherokee County and what type of housing they would need. Commissioner Johnston brought up the fact that a lot of the seniors are going to require assistance with finding a place to meet their needs on a limited income.

Section 5: County Strategic Plan

5.1 ARC Model - Review

5.2 "Draft Discussion" – Vision, Objectives, Strategies

Section 6: Invitation to Canton Mayor & City Council

6.1 Discuss topics of common interest

Mayor Gene Hobgood and all Council Members except one from the City of Canton arrived to discuss topics of common interest. The Chairman recapped portions of the meeting up to the Lifelong Communities Discussion. Mayor Hobgood commented on the topic of the Jones Building, stating that he'd like to see a portion of it used for retail.

Chairman Ahrens then asked the group what they would like to talk about. Mayor Hobgood said that he'd like to discuss the Economic Development proposal from last year. He said that they had some new Council Members and wanted to go over the proposal where each City was being asked to contribute a certain amount to the Cherokee Office of Community Development and the County would match it. The Chairman stated that the County did pay their 'match' of \$60,000 so that they could hire a new person. He said the new position along with some discretionary funds for advertising would allow them to be proactive in seeking opportunities in Cherokee County rather than being tied down just dealing with requests as they are now. Chairman Ahrens referred to the County's U.S.P.'s (Unique Selling Points) to point out that it does not delineate but includes all areas that make the County attractive to new comers. Acting City Manager, Glen Cummings spoke about the

possibility of the City of Canton looking at the proposal again for a line item in the next budget, or even amending this year's budget for a pro-rated amount.

Mayor Hobgood brought up the subject of fire protection. Discussion ensued regarding the possibility of fire consolidation in areas where the City and the County would have a station close together such as Station 9 in North Canton. Another area mentioned was the East Side of Canton at Hwy. 140. While some council members agreed with the concept of coming to an agreement with the County and others had reservations, it was generally agreed on by the City and the County that if an agreement was made, one or the other should operate the station and the other pay a percentage for their portion rather than operate the station jointly. Commissioner Johnston stated that it didn't really matter if the City or the County operated the station and the other contributed a fair amount for their portion, but that it just didn't make sense to have fire stations within a half mile of each other. Commissioner Gunnin pointed out that the County has the manpower to meet certain standards for ISO and that a consolidated station would improve the City's ISO ranking. A council member suggested looking at the most urgent situation first, which was Station 9 that serves Great Sky and Laurel Canyon that needs to be replaced. Mr. Cooper and Mr. Cummings were tasked with coming up with a detailed plan that would work and would most likely be funded and built by both the City and the County.

Mayor Hobgood brought up the subject of the County's Parks and Recreation taking over the scheduling of their fields for league play with the City continuing to maintain the parks. Mayor Hobgood also inquired about the City contracting with the County for inspections related to the new hospital. He said otherwise they would have to hire a firm.

Mayor Hobgood and the others thanked the Commissioners for inviting them to the meeting and the Chairman and Commissioners thanked them as well for attending.

The meeting adjourned at approximately 11:35 a.m.

From: Harry Johnston
Sent: Monday, February 03, 2014 11:12 AM
To: Jeff Watkins; Jerry Cooper; L. B. "Buzz" Ahrens Jr.; Jason Nelms; Brian Poole; Raymond Gunnin
Cc: Christy Divine; stefanie@rockbarn.org
Subject: RE: Draft HPO

Jeff, Commissioners, & Stefanie;

The draft ordinance looks pretty good to me, though maybe we could still make a few refinements before releasing to the public. These are my comments & questions:

Sec IV-D - Adoption of Ordinance - It seems awkward for the ordinance to describe requirements for adoption of the ordinance. Makes sense in the state's model ordinance, but maybe not in ours? Or in this case, does "adoption of ordinance" actually refer (in at least some instances) to the designation of Historic Landmarks & Districts? If so, could we make that clearer?

Sec V - Material Change in Appearance - As I read the ordinance, a decision to deny a certificate of appropriateness for a material change in appearance is final. It can be appealed to the BOC and the courts, but there's no provision to proceed anyway after six months. That may be OK, but it seems inconsistent with denial of a demolition application.

Sec VI - H - Demolition - This is where it says a property owner can proceed with demolition after six months, in spite of denial by the HCP. It does say the owner must show that the building is incapable of earning an economic return on its appraised value, but there don't seem to be any standards to evaluate such statement by the owner. Should/could there be standards? Could the HCP (& BOC) block demolition if we believe the owner has failed to show that the building can't earn an economic return? (For instance, if a building is currently generating rents that exceed expenses like maintenance, taxes, & insurance?)

Also on this subject.... As I read it, the six-month clock can't begin until AFTER denial of demolition by the HCP. Is that right?

Sec VII - C - Maintenance of Historic Structures - Says failure to maintain can result in punishment as defined in this Section VII, but no such punishment is defined. More significantly, I don't see anything about punishment if an owner proceeds with demolition or a material change in appearance, in violation of the ordinance. Should there be some punishment? If so, what? (Usually \$1000 and/or up to a year in jail for our ordinances.)

Sec X - Incentives - Just mentions two possibilities (waiver of fees and facade easements), without elaborating. Can we flesh those out? Would surely include building permit fees for renovation of the historic building itself. But what about related and architecturally compatible buildings on the same site? Would the owner apply to HCP for those waivers, and the HCP recommend them to the BOC?

What about impact fees? There normally wouldn't be an impact fee on a renovation, unless maybe for a change of use to a higher-impact category. But what about related architecturally compatible buildings on the same site? That could become somewhat significant. Could we define those buildings as "extraordinary economic development"? Seems to me we could. Maybe the HCP would take applications for those waivers and make recommendation to the Impact Fee Appeals Board, which would recommend to us.

Any other fees we could waive?

I guess facade easements means they could use wood or other siding that's appropriate for the historic structure but doesn't meet our usual requirements for commercial structures. Also deviate from those requirements with regard to glass area, roofline, etc. That makes sense. Can we get that spelled out in the draft ordinance? The HCP could make those calls when evaluation applications for material changes in appearance.

Vested Rights - If we can impose this ordinance on the 25 or so listed buildings, what stops us from imposing it on Bells Store? It apparently has a new owner, but why would a new owner get vested rights that "old" owners don't get? (We'd have to hurry though, to get the ordinance adopted, the HCP appointed, and the Landmark Structures designated before a demolition permit is issued. Might not be possible.)

Harry

Harry Johnston | Commissioner, Post 1
Cherokee County Board of Commissioners
1130 Bluffs Parkway, Canton, GA 30114
Office: 678-493-6000 | Fax: 678-493-6013

From: Jeff Watkins

Sent: Tuesday, January 21, 2014 5:57 PM

To: Jerry Cooper; Harry Johnston; L. B. "Buzz" Ahrens Jr.; Jason Nelms; Brian Poole; Raymond Gunnin

Cc: Christy Divine

Subject: Draft HPO

I have attached a draft copy of the Historic Preservation Ordinance I have prepared. This version has the Property tax abatement incentive added to the body.

1 **ORDINANCE**

2 AN ORDINANCE TO ESTABLISH A HISTORIC PRESERVATION COMMISSION IN CHEROKEE COUNTY TO
3 PROVIDE FOR DESIGNATION OF HISTORIC PROPERTIES OR HISTORIC DISTRICTS; TO PROVIDE FOR
4 ISSUANCE OF CERTIFICATES OF APPROPRIATENESS; TO PROVIDE FOR AN APPEALS PROCEDURE; TO
5 REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

6
7 BE IT ORDAINED BY THE CHEROKEE COUNTY BOARD OF COMMISSIONERS.

8
9 **SECTION I**

10 Purpose

11 In support and furtherance of its findings and determination that the historical, cultural and aesthetic
12 heritage of Cherokee County is among its most valued and important assets and that the preservation of
13 this heritage is essential to the promotion of the health, prosperity and general welfare of the people;

14
15 In order to stimulate revitalization of the business districts and historic neighborhoods and to protect
16 and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate
17 business;

18
19 In order to enhance the opportunities for federal or state tax benefits under relevant provisions of
20 federal or state law; and

21
22 In order to provide for the designation, protection, preservation and rehabilitation of historic properties
23 and historic districts and to participate in federal or state programs to do the same;

24
25 The Cherokee County Board of Commissioners hereby declare it to be the purpose and intent of this
26 Ordinance to establish a uniform procedure for use in providing for the protection, enhancement,
27 perpetuation and use of places, districts, sites, buildings, structures, objects, and landscape features
28 having a special historical, cultural or aesthetic interest or value, in accordance with the provisions of
29 the Ordinance.
30

31 **SECTION II**

32 Definitions

33 A. "Building" – A building is a structure created to shelter any form of human activity, such as a
34 house, barn, church, hotel or similar structure. Building may refer to a historically related
35 complex such as a courthouse and jail or a house and barn.

36 B. "Certificate of Appropriateness" – Means a document evidencing approval by the Historic
37 Preservation Commission of an application to make a material change in the appearance of a
38 designated historic property or of a property located within a designated historic district.

39 C. "Exterior Architectural Features" – Means the architectural style, general design and general
40 arrangement of the exterior of a building, structure or object, including but not limited to the

- 1 kind or texture of the building material and the type and style of all windows, doors, signs and
2 other appurtenant architectural fixtures, features, details or elements relative to the forgoing.
- 3 D. “Exterior Environmental Features” – Means all those aspects of the landscape or the
4 development of a site which affect the historic character of the property.
- 5 E. “Historic District” – Means a geographically definable area, possessing a significant
6 concentration, linkage, or continuity of sites, buildings, structures or objects united by past
7 events or aesthetically by plan or physical development. A district may also comprise individual
8 elements separated geographically but linked by association or history. A Historic District shall
9 further mean an area designated by the Cherokee County Board of Commissioners as a Historic
10 District pursuant to the criteria established in Section IV B of this Ordinance.
- 11 F. “Historic Property” – Means an individual building, structure, site, or object including the
12 adjacent area necessary for the proper appreciation thereof designated by the Cherokee County
13 Board of Commissioners as a historic property pursuant to the criteria established in Section IV C
14 of this Ordinance.
- 15 G. “Material Change in Appearance” – Means a change that will affect either the exterior
16 architectural or environmental features of a historic property or any building, structure, site,
17 object, or landscape feature within a historic district, such as:
- 18 1. A reconstruction or alteration of the size, shape or façade of a historic property,
19 including relocation of any doors or windows or removal or alteration of any architectural
20 features, details or elements;
- 21 2. Demolition or relocation of a historic structure;
- 22 3. Commencement of excavation for construction purposes;
- 23 4. A change in the location of advertising visible from the public right-of-way; or
- 24 5. The erection, alteration, restoration or removal or any buildings or other structure
25 within a historic property or district, including walls, fences, steps and pavements, or other
26 appurtenant features, except exterior paint alterations.
- 27 H. Object” – An object is a material thing of functional, aesthetic, cultural, historical or scientific
28 value that may be, by nature or design, movable yet related to a specific setting or environment.
- 29 I. “Site” – A site is the location of a significant event, a prehistoric or historical occupation or
30 activity, or a building or structure, whether standing, ruined, or vanished, where the location
31 itself maintains historical or archaeological value regardless of the value of any existing
32 structure.

1 J. "Structure" – A structure is a work made up of interdependent and inter-related parts in a
2 definite pattern of organization. Constructed by man, it is often an engineering project large in
3 scale.

4 **SECTION III**

5 Creation of a Historic Preservation Commission

6 A. Creation of the Commission:

7 There is hereby created a commission whose title shall be "CHEROKEE COUNTY HISTORIC
8 PRESERVATION COMMISSION" (hereinafter "Commission")

9 B. Commission Position within the County Government:

10 The Commission shall be considered a part of the Planning functions of Cherokee County

11 C. Commission Members: Number, Appointment, Terms and Compensation:

12 The Commission shall consist of five (5) members appointed by the Cherokee County Board of
13 Commissioners. Each member of the Board shall be entitled to appoint one member to the commission.
14 All members shall be residents of Cherokee County and shall be persons who have demonstrated special
15 interest, experience or education in history, architecture or the preservation of historic resources. To
16 the extent available in the County, at least three (3) members shall be appointed from among
17 professionals in the disciplines of architecture, history, architectural history, planning, archaeology or
18 related professions.

19 The term of each member of the Historic Preservation Commission shall run concurrently with and at
20 the pleasure of the appointing commissioner's term of office and until a successor is appointed and
21 qualified. Historic Preservation Commission members shall not receive a salary, although they may be
22 reimbursed for expenses.

23 D. Statement of Commission's Power:

24 1. The Historic Preservation Commission shall be authorized to:

25 a. Prepare and maintain an inventory of all property within Cherokee County having the
26 potential for designation as historic property;

27 b. Recommend to the Board of Commissioners specific districts, sites, buildings, structures,
28 or objects to be designated by ordinance as historic properties or historic districts;

29 c. Review application for Certificates of Appropriateness, and grant or deny same in
30 accordance with the provisions of this Ordinance;

- 1 d. Recommend to the Board of Commissioners that the designation of any district, site,
2 building, structure or object as a historic property or as a historic district be revoked or
3 removed;
- 4 e. Restore or preserve any historic properties acquired by the Cherokee County with the
5 approval of the Board of Commissioners;
- 6 f. Promote the acquisition by Cherokee County of façade easements and conservation
7 easements, as appropriate, in accordance with the provisions of the Georgia Uniform
8 Conservation Easement Act of 1992 (O.C.G.A., Section 44-10.1 though 5)
- 9 g. Conduct educational programs on historic properties located within the County and on
10 general historic preservation activities;
- 11 h. Make such investigation and studies of matters relating to historic preservation as the
12 Cherokee County Board of Commissioners may, from time to time, deem necessary or
13 appropriate for the purposes of preserving historic resources;
- 14 i. Seek out local, state, federal or private funds for historic preservation, and make
15 recommendations to the Cherokee County Board of Commissioners concerning the most
16 appropriate uses of any funds acquired;
- 17 j. Submit to the Historic Preservation Division of the Department of Natural Resources a
18 list of historic properties designated;
- 19 k. Perform historic preservation activities as the official agency of Cherokee County
20 historic preservation program with the consent of the Board of Commissioners;
- 21 l. Receive such volunteer services as are available and appropriate to carry out the
22 responsibilities of the Commission in an appropriate manner;
- 23 m. Receive donations, grants, funds, or gifts of historic property and acquire and sell
24 historic properties; however, the Historic Preservation Commission shall not obligate the county
25 without prior consent of the Cherokee County Board of Commissioners.
26
- 27 o. Participate in private, state and federal historic preservation programs and with the
28 consent of the Cherokee County Board of Commissioner, enter into agreements to do the same.
- 29 p. To recommend to the Cherokee County Board of Commissioners such financial and/or
30 other incentives that can be expected to encourage the preservation of the community's historic
31 resources and provide a positive incentive to affected property owners
- 32 q. Attend or take advantage of training available through state, federal or other agencies
33 to further the education of the historic preservation members in accordance with funds
34 appropriated for such activities.
35

1 E. Commission’s Power to Adopt Rules and Standards:
2

- 3 1. The Preservation Commission shall adopt rules and standards for the transaction of its business
4 and for consideration of application for designation of Certificates of Appropriateness. The
5 Preservation Commission shall have the flexibility to adopt rules and standards without
6 amendment to this Ordinance. The Commission shall provide for the time and place of regular
7 meetings and a method for the calling of special meetings. The Commission shall select such
8 officers as it deems appropriate from among its members. A quorum shall consist of a majority
9 of the members.

10
11 F. Conflict of Interest:
12

- 13 1. The Commission shall be subject to all conflict of interest laws set forth in Georgia Statutes and in
14 the policies of Cherokee County.
15

16 G. Commission’s Authority to Receive Funding from Various Sources:
17

- 18 1. The Commission shall have the authority to accept donations and shall ensure that these funds
19 do not displace appropriated governmental funds.
20 2. The Commission shall not financially obligate the County in any manner without the prior
21 approval of the Cherokee County Board of Commissioners.
22

23 H. Records of Commission Meetings:
24

25 A public record shall be kept of the Historic Preservation Commission’s resolution, proceedings
26 and actions.
27

28 **SECTION IV**
29

30 Recommendation and Designation of Historic Districts and Historic Landmarks
31

32 A. Preliminary Research by the Commission:
33

- 34 1. Commission to Conduct a Survey of Local Historical Resources: the Commission shall have the
35 authority to compile and collect information and conduct surveys of historic resources within the
36 county.
37
38 2. Commission to Recommend Districts and Buildings for Designation: The Commission shall present to
39 the Board of Commissioners recommendations for historic districts and local landmarks.
40
41 3. Reports on Proposed Designation: Prior to the Commission’s recommendation of a historic district
42 or historic landmark to the Board of Commissioners for designation, the Commission shall prepare a
43 Report for Nomination. These reports shall be used to educate the community and to provide a
44 permanent record of their designation. The report will follow guidelines for nominating property to
45 the National Register of Historic Places (National Preservation Act of 1966), and shall consist of two
46 parts:
47
48 a. a physical description and

1 b. a description of historical significance.

2
3 This report will be submitted to the Historic Preservation Office of the Department of Natural
4 Resources.

5
6 B. Designation of a Historic District:

7
8 1. Criteria for selection of historic districts: A historic district is a geographically definable area,
9 which contains buildings, structures, sites, objects, and landscape features or a combination
10 thereof, which:

- 11
12 a. has special character or special historic/aesthetic value or interest;
13 b. represents one or more periods, styles or types of architecture typical of one or more
14 eras in the history of the municipality, county, state or region; and
15 c. causes such area, by reason of such factors, to constitute a visibly perceptible section of
16 the county.

17
18 2. Boundaries of a Historic District: Boundaries of a Historic District shall be included in the
19 separate ordinances designating such districts and shall be shown on the Official Zoning Map of
20 the Cherokee County, or in the absence of zoning, on an official map designated as a public
21 record.

22
23 3. Evaluation of properties within Historic Districts: Individual properties within historic districts
24 shall be classified as:

- 25
26 a. Historic (more than 50 years old);
27 b. Non-Historic (less than 50 years old, yet possessing architectural character);
28 c. Intrusions (structure less than 50 years old which do not contribute to the character of
29 the district);

30
31 4. Affirmation of existing zoning: this chapter is not a use ordinance, and local zoning laws remain
32 in effect until modified by the Cherokee County Board of Commissioners

33
34 C. Designation of a Historic Landmark:

35
36 1. Criteria for selection of Historic Landmark: A historic landmark is a building, structure, site, or
37 object; including the adjacent area necessary for the proper appreciation or use thereof,
38 deemed worthy of preservation by reason of value to Cherokee County, the region or the State
39 of Georgia for one of the following reasons:

- 40
41 a. it is an outstanding example of a structure representative of its era;
42 b. it is one of the few remaining examples of a past architectural style;
43 c. it is a place or structure associated with an event or persons of historic or cultural
44 significance to the Cherokee County, State of Georgia, or the region; or
45 d. it is the site of natural or aesthetic interest that is continuing to contribute to the
46 cultural or historical development and heritage of the municipality, county, state or
47 region

1 D. Requirements for Adopting an Ordinance for the Designation of Historic Districts and Historic
2 Landmarks:
3

4 1. Application for Designation of Historic Districts or Landmarks: Designations may be proposed by
5 the Cherokee County Board of Commissioners, the Commission, or:
6

- 7 a. for historic districts – a historical society, neighborhood association or group of property
8 owners may apply to the Commission for designation;
- 9 b. for historic landmarks – a historical society, neighborhood association or property
10 owner may apply to the Commission for designation.
11

12 2. Required Components of a Designation Ordinance: Any ordinance designating any property or
13 district as historic shall:
14

- 15 a. list each property in a proposed historic district or describe the proposed individual
16 historic landmark;
- 17 b. set forth the name(s) of the owner(s) of the designated property or properties;
- 18 c. require that a Certificate of Appropriateness be obtained from the Commission prior to
19 any material change in appearance of the designated property; and
- 20 d. require that the property or district be shown on the Official Zoning Map of Cherokee
21 County and be kept as a public record to provide notice of such designation.
22

23 3. Require Public Hearings: The Commission and/or the Cherokee County Board of Commissioners
24 shall hold a public hearing on any proposed ordinance for the designation of any historic district
25 or property. Notice of the hearing shall be published in at least three (3) consecutive issues in
26 the legal organ of the county, and written notice of the hearing shall be mailed by the
27 Commission to all owners and occupants of such properties. All such notices shall be published
28 or mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the
29 public hearing. A notice sent via the United States mail to the last-known owner of the property
30 shown on the County tax digest and a notice sent via attention of the occupant shall constitute
31 legal notification to the owner and occupant under this ordinance.
32

33 4. Notification of Historic Preservation Division: Prior to making a recommendation on any
34 ordinance designating a property or district as historic, the Commission must submit the report,
35 required in Section IV.A.3, on the historic, cultural, architectural or aesthetic significance of each
36 place, district, site, building or structure, or work of art to the Historic Preservation Division of
37 the Department of Natural Resources.
38

39 5. Recommendations on Proposed Designations: A recommendation to affirm, modify or withdraw
40 the proposed ordinance for designation shall be made by the Commission within fifteen (15)
41 days following the Public Hearing and shall be in the form of a resolution to the Cherokee
42 County Board of Commissioners.
43

44 6. The Cherokee County Board of Commissioners Actions on the Commission’s Recommendation:
45 Following receipt of the Commission recommendation, the Cherokee County Board of
46 Commissioners may adopt the ordinance as proposed, may adopt the ordinance with any
47 amendments they deem necessary, or reject the ordinance.
48

- 1 7. Notification of Adoption of Ordinance for Designation: Within thirty (30) days following the
2 adoption of the ordinance for designation by the Cherokee County Board of Commissioners , the
3 owners and occupants of each designated historic property, and the owners and occupants of
4 each structure, site or work of art located within a designated historic district, shall be given
5 written notification of such designation by the Cherokee County Board of Commissioners, which
6 notice shall apprise said owners and occupants of the necessity of obtaining a Certificate of
7 Appropriateness prior to undertaking any material change in appearance of the historic property
8 designated or within the historic district designated. A notice sent via the United States mail to
9 the last-known owner of the property shown on the County tax digest and a notice sent via
10 United States Mail shall constitute legal notification to the owner and occupant under this
11 ordinance.
12
- 13 8. Notification of Other Agencies Regarding Designation: The Commission shall notify all necessary
14 agencies within Cherokee County of the ordinance for designation, including the local historic
15 organization.
16
- 17 9. Moratorium on Applications for Alteration or Demolition while Ordinance for Designation is
18 Pending: If an ordinance for designation is being considered, the Commission shall have the
19 power to freeze the status of the involved property
20
- 21 10. Authority to amend or rescind designation. The Commission has the authority to amend and/or
22 rescind a designation if necessary. Necessity shall include, but not be limited to, the use of a
23 designated historic landmark or historic district for public works projects such as right-of-way
24 acquisitions for roads or water / sewer construction or other similar purposes. All requests to
25 amend or rescind a designation shall be made in writing to the Historic Preservation
26 Commission. Each request shall include documentation supporting the reason for requesting
27 that a designation be amended or rescinded. A public hearing shall be held by the Commission
28 in accordance with the requirements of Section IV, D, paragraph 3 of this ordinance. The
29 recommendation of Historic Preservation Commission shall be forwarded to the Board of
30 Commissioners, which shall approve or deny such request to amend or rescind a designation at
31 its earliest convenience.
32

33 SECTION V

34 Application to Preservation Commission for Certificate of Appropriateness

35 A. Approval of Material Change in Appearance in Historic Districts or Involving Historic Properties:

36
37 After the designation by ordinance of a historic landmark or a historic district, no material change in
38 the appearance of such historic property, or of a contributing or non-contributing building,
39 structure, site or object within such historic district, shall be made or be permitted to be made by
40 the owner or occupant thereof, unless or until an application for a Certificate of Appropriateness has
41 been submitted to and approved by the Commission. A Building Permit shall not be issued without a
42 Certificate of Appropriateness.
43
44

45 B. Approval of new construction to historic properties. The historic preservation commission shall 46 review and may approve, or approve with conditions pursuant to the provisions of paragraph (j) 47 below, concerning undue hardships, and issue certificates of appropriateness to new structures, 48

1 buildings, objects, or works of art to be constructed within historic property. Such structures,
2 buildings, objects, or works of art shall conform in design, scale, building materials, setback, and
3 landscaping to the character of historic property specified in the historic preservation
4 commission's design guidelines. If, in the opinion of the historic preservation commission, any
5 such structure, building, object or work of art would fail to comply with the guidelines and
6 would be inconsistent with the character of the historic property, the certificate of
7 appropriateness shall be denied. Reasons for denial shall be stated and transmitted to the
8 applicant in writing.
9

10 C. Submission of plans to historic preservation commission. An application for certificate of
11 appropriateness shall be accompanied by such drawings, photographs, or plans as may be
12 required by the historic preservation commission.
13

14 D. Interior Alterations:

15
16 In its review of applications for Certificates of Appropriateness, the Commission shall not consider
17 interior arrangement or use having no effect on exterior architectural features.
18

19 E. Technical Advice:

20
21 The Commission shall have the power to seek technical expertise and advice from outside its
22 members on any application; however, no financial commitments may be made on behalf of the
23 County without prior approval of the Board of Commissioners.
24

25 F. Public Hearings on Applications for Certificates of Appropriateness, Notices, and Right to Be
26 Heard:

27
28 The Commission shall hold a public hearing at which each proposed Certificate of Appropriateness is
29 discussed. Notice of the hearing shall be published in the legal organ of the county and written
30 notice of the hearing shall be mailed by the Commission to all owners and occupants of the subject
31 property. The written and published notice shall be provided in the same manner and time frame as
32 notices are provided before a Public Hearing for Rezoning.
33

34 The Commission shall give the property owner and/or applicant an opportunity to be heard at the
35 Certificate of Appropriateness hearing.
36

37 G. Acceptable historic preservation commission reaction to application for certificate of
38 appropriateness:

39 (1) Approve. The commission shall approve the application and issue a certificate of
40 appropriateness if it finds that the proposed material change in appearance would not
41 have a substantial adverse effect on the historic or architectural significance or value of
42 the designated historic property or designated historic district

43 (2) Approve with conditions. If the commission identifies elements of a proposed material
44 change in appearance which are not in compliance with the intent and purposes of this
45 ordinance design review criteria, the commission may make recommendations or set
46 such conditions and/or changes which render the application for a certificate of
47 appropriateness in compliance, thereby avoiding a substantial adverse effect on the
48 historic or architectural significance or value of the designated historic property or

1 designated historic district. If the applicant agrees to such conditions and/or changes,
2 the commission shall approve the application and issue a certificate of appropriateness

3 (3) Table/withdrawal. If the commission is unable to make an informed decision because it
4 finds the application incomplete, the required support materials insufficient, or the
5 applicant unavailable to answer pertinent queries, the commission shall table the
6 application for not more than 30 days and give the applicant the opportunity to provide
7 the required additional information. If the applicant fails to submit the requested
8 information within the 30 -day period, the application is to be considered withdrawn
9 without prejudice..

10 (4) Denial. When considering an application for a certificate of appropriateness, the
11 commission shall deny the application for a certificate of appropriateness if it finds that
12 the proposed material change in appearance is not in compliance with the intent and
13 purpose of this ordinance design review criteria and will have a substantial adverse
14 effect on the historic or architectural significance or value of the designated historic
15 property or designated historic district. The commission may suggest alternative courses
16 of action it thinks proper if it disapproves of the application submitted. The applicant, if
17 he so desires, may make modifications to the plans and may resubmit the application at
18 any time after doing so.

19
20 H. Undue Hardship:

21
22 When, by reason of unusual circumstances, the strict application of any provision of this Ordinance
23 would result in the exceptional practical difficulty or undue economic hardship upon any owner of a
24 specific property, the Commission, in passing upon applications, shall have the power to vary or
25 modify strict provisions, so as to relieve such difficulty or hardship; provided such variances,
26 modifications interpretations shall remain in harmony with the general purpose and intent of said
27 provisions, so that the architectural or historical integrity, or character of the property, shall be
28 conserved and substantial justice done. In granting variances, the commission may impose such
29 reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose
30 of this Ordinance. An undue hardship shall not be a situation of the person's own making.

31
32 I. Deadline for Approval or Rejection of Application for Certificate of Appropriateness:

- 33
34 1. The Commission shall approve or reject an application for a Certificate of Appropriateness
35 within forty-five (45) days after the filing thereof by the owner or occupant of a historic
36 landmark, or of a building structure, site, or object located within a historic district. Evidence
37 of approval shall be by a Certificate of Appropriateness issued by the Commission. Notice of
38 the issuance or denial of a Certificate of Appropriateness shall be sent by United States mail
39 to the applicant and all other persons who have requested such notice in writing filed with
40 the Commission.
41
42 2. Failure of the Commission to act within said forty-five (45) days shall constitute approval,
43 and no other evidence of approval shall be needed.
44

45 J. Necessary Action to be Taken by Commission upon Rejection of Application for Certificate of
46 Appropriateness:
47

- 1 1. In the event the Commission rejects an application, it shall state its reasons for doing so, and
2 shall transmit a record of such actions and reasons, in writing, to the applicant. The
3 commission may suggest alternative courses of action it thinks proper if it disapproves of
4 the application submitted. The applicant, if he or she so desires, may make modifications to
5 the plans and may resubmit the application at any time after doing so.
6
- 7 2. In cases where the application covers a material change in the appearance of a structure
8 which would require the issuance of a building permit, the rejection of the application for a
9 Certificate of Appropriateness by the Commission shall be binding upon the building
10 inspector or other administrative officer charged with issuing building permits and, in such a
11 case, no building permit shall be issued.
12

13 K. Requirement of Conformance with Certificate of Appropriateness:

- 14
- 15 1. All work performed pursuant to an issued Certificate of Appropriateness shall conform to
16 the requirements of such certificate. In the event work is performed not in accordance with
17 such certificate, the Commission shall issue a cease and desist order and all work shall cease.
18
- 19 2. The Commission and the Cherokee County Board of Commissioners shall be authorized to
20 institute any appropriate action or proceeding in a court of competent jurisdiction to
21 prevent any material change in appearance of a designated historic landmark or historic
22 district, except those changes made in compliance with the provisions of this ordinance or
23 to prevent any illegal act or conduct with respect to such historic property or historic
24 district.
25

26 L. Certificate of Appropriateness Void if Construction not Commenced:

27

28 A Certificate of Appropriateness shall become void unless construction is commenced within SIX
29 (6) MONTHS of date of issuance. A Certificate of Appropriateness shall be issued for a period of
30 EIGHTEEN (18) MONTHS and is renewable.
31

32 M. Recording an Application for Certificate of Appropriateness:

33

34 The Commission shall keep a public record of all applications for Certificates of Appropriateness,
35 and or all the Commission’s proceedings in connection with said application.
36

37 N. Acquisition of Property:

38

39 The Commission may, where such action is authorized by the Cherokee County Board of
40 Commissioners and is reasonably necessary or appropriate for the preservation of a unique historic
41 property, enter into negotiations with the owner for the acquisition by gift, purchase, exchange, or
42 otherwise, to the property or any interest therein.
43

44 O. Appeals:

45

46 Any person adversely affected by any determination made by the Commission relative to the
47 issuance or denial of a Certificate of Appropriateness may appeal such determination to the Cherokee
48 County Board of Commissioners. Any such appeal must be filed with the Cherokee County Board of

1 Commissioners within FIFTEEN (15) DAYS after the issuance of the determination pursuant to
2 Section V.H1 of this Ordinance or, in the case of a failure of the Commission to act, within FIFTEEN
3 (15) DAYS of the expiration of the forty-five (45) day period allowed for the Commission action,
4 Section V.H 2 of this Ordinance. Appeals for properties within Cherokee County shall be made to the
5 Cherokee County Board of Commissioners. The Board of Commissioners may approve, modify, or
6 reject the determination made by the Commission, if the governing body finds that the Commission
7 abused its discretion in reaching its decision. Appeals from decisions of the Cherokee County Board
8 of Commissioners may be taken to the Superior Court of Cherokee County in the manner provided
9 by law for appeals from conviction for the Cherokee County ordinance violations.

10
11 **SECTION VI**

12 Demolition or Relocation Applications

- 13
14
15 A. Authority to comment on demolition and relocation permit applications. The commission shall
16 have the authority to approve or deny a certificate of appropriateness for a permit to demolish
17 or relocate a structure, building, object, or work of art from, to, or within a historic property or
18 historic district.
19
20 B. Actions acceptable in reaction to application for certificate of appropriateness for demolition or
21 relocation. The commission shall have the authority pursuant to subsections Section V, G. (1),
22 (2), (3) and (4) to approve, approve with conditions, table, or deny a certificate of
23 appropriateness for a demolition or relocation within its jurisdiction.
24
25 C. Consideration of pre-demolition and pre-relocation plans. A public hearing shall be scheduled
26 for each application for demolition or relocation. Notice shall be given in the legal organ and/or
27 newspaper of general circulation within Cherokee County at least one time not less than ten
28 days nor more than 45 days prior to the public hearing.
29
30 D. Consideration of post-demolition and post-relocation plans. The historic preservation
31 commission shall not grant a certificate of appropriateness for demolition or relocation without
32 reviewing at the same time the plans for the historic property.
33
34 E. Relocation: A decision by the historic preservation commission approving or denying a
35 certificate of appropriateness for the relocation of a building, structure, or object shall be guided
36 by:
37
38 (1) The historic character and aesthetic interest the building, structure, or object contributes to
39 its present setting or historic district;
40 (2) Whether there are definite plans for the area to be vacated and what the effect of those
41 plans on the character of the surrounding area or historic district will be;
42 (3) Whether the building, structure, or object can be moved without significant damage to its
43 physical integrity; and
44 (4) Whether the proposed relocation area is compatible with the historical and architectural
45 character of the building, structure, site or object.
46
47 F. Relocation Criteria. In instances of relocation of a historic building or structure onto a
48 designated historic property or into a designated historic district, the commission shall evaluate

1 the proposal utilizing design criteria set forth for new construction. In instances of relocation of
2 a historic building or structure off of a designated historic property or out of a designated
3 historic district, the commission shall evaluate the proposal utilizing design criteria set forth for
4 demolition

5
6 G. Demolition. A decision by the historic preservation commission approving or denying a
7 certificate of appropriateness for the demolition of buildings, structures, sites, or objects shall
8 be guided by:

- 9
10 (1) The historic, scenic or architectural significance of the building, structure, site, or object;
11 (2) The importance of the building, structure, site, or object to the ambiance of a district;
12 (3) The difficulty or impossibility of reproducing such a building, structure, site, or object
13 because of its design, texture, material, detail, or unique location;
14 (4) Whether the building, structure, site, or object is one of the last remaining examples of its
15 kind in the neighborhood or Cherokee County;
16 (5) Whether there are definite plans for use of the property if the proposed demolition is
17 carried out, and what the effect of those plans on the character of the surrounding area
18 would be;
19 (6) Whether reasonable measures can be taken to save the building, structure, site, or object
20 from collapse; and
21 (7) Whether the building, structure, site, or object is capable of earning reasonable economic
22 return on its value.

23
24 H. Notice of Demolition. The commission shall not approve applications for demolition without
25 reviewing at the same time post-demolition plans. The commission shall have the authority to
26 recommend denial of applications for demolition within its jurisdiction. Whenever a property
27 owner shows that a building classified as historic is incapable of earning an economic return on
28 its value, as appraised, and the commission fails to issue a certificate of appropriateness, such
29 building may be demolished; provided, however, that before a demolition permit is issued,
30 notice of proposed demolition shall be given as follows:

- 31
32 (1) Historic building or structure within or not within a designated historic district, six (6)
33 months
34 (2) Non-historic building or structure within a designate historic district, two (2) months.

35
36 Notice shall be posted on the premises of the building or structure proposed for demolition in a
37 location clearly visible from the street.

38
39 The purpose of this section is to further the purposes of this chapter by preserving historic
40 buildings which are important to the education, culture, traditions and the economic values of
41 the city and to give the city's interested persons, historical societies or organizations the
42 opportunity to acquire or to arrange for the preservation of such buildings. The commission may
43 at any time during such delay period approve a certificate of appropriateness, in which event a
44 permit shall be issued without further delay.

45
46
47 **SECTION VII**
48

1 Maintenance of Historic Properties and Building and Zoning Code Provisions

2
3 A. Ordinary Maintenance or Repair:

4
5 Ordinary Maintenance or repair of any exterior architectural or environmental feature in or on a
6 historic property to correct deterioration, decay, or to sustain the existing form, and that does not
7 involve a material change in design, material or outer appearance thereof, does not require a
8 Certificate of Appropriateness.

9
10 B. Standards of minimum maintenance and repair:

11
12 The Commission and the County shall further insure that all designated historic properties and
13 places, sites, buildings, and structures within designated historic districts are kept free from the
14 following structural defects and conditions which threaten the deterioration or loss of such
15 properties. Owners shall maintain their structures as to not endanger the property by permitting the
16 following conditions which jeopardize structural integrity:

17
18 Foundations: Deteriorated or inadequate foundations jeopardize structural integrity. All
19 foundations shall support the structure as originally constructed, and at all points shall be free of
20 holes, wide cracks and buckling.

21
22 Structural members: Defective or deteriorated floor supports, or any structural members of
23 insufficient size to carry imposed loads with safety jeopardize structural integrity. Members of walls,
24 partitions or other vertical supports that split, lean, list or buckle due to defective material or
25 deterioration jeopardize structural integrity. Structural members of ceilings and roofs, or other
26 horizontal structural members, which sag, split or buckle due to defective materials or deterioration
27 or are of insufficient size to carry imposed loads with safety jeopardize structural integrity. Interior
28 staircases shall be maintained in good repair.

29
30 Exterior surfaces and materials: Floors, exterior walls and roofs having holes, wide cracks and loose,
31 warped, protruding or rotting boards or any other condition admitting moisture or other elements
32 jeopardize structural integrity. Exterior surfaces exposed to the weather shall be repaired and
33 weatherproofed, where appropriate, to protect them from further deterioration. Masonry joints
34 shall be maintained. Fireplaces or chimneys which list, bulge or settle due to defective material or
35 deterioration, or are of insufficient size or strength to carry imposed loads with safety jeopardize
36 structural integrity.

37
38 Weather protection and ventilation: Lack of weather protection, any fault or defect in the building
39 which renders it structurally unsafe or not weather-tight jeopardizes structural integrity. Windows,
40 exterior doors and exterior siding shall be watertight. Exterior flashing, including that at chimneys,
41 doors, and windows, shall be maintained in good repair. Downspouts and gutters shall be
42 maintained so that rain runoff is directed away from the structure. Foundation and attic vents shall
43 be maintained to ventilate the crawl and attic spaces.

44
45 Stairways, porches and appurtenances: Exterior staircases, porches and appurtenances thereto shall
46 be maintained in good repair.

1 Rodent and termite infestation: Structures shall be free of wood boring insects and rodent
2 infestation.

3
4 Security and utilities: Buildings which are no longer occupied shall be properly secured to prevent
5 intrusion, and all utilities shall be properly connected or disconnected.

6
7 Dependencies and additional site features: Ancillary structures and accessory buildings shall be
8 maintained in good repair. Tree limbs shall be trimmed away from the building, and tree roots shall
9 be cleared away from all foundations. Soil erosion and soil deposition shall not be allowed to
10 endanger any structures.

11
12 C. Failure to Provide Ordinary Maintenance or Repair:

13
14 Property owners of historic properties or properties within historic districts shall not allow their
15 buildings to deteriorate by failing to provide ordinary maintenance or repair. The Commission shall
16 be charged with the following responsibilities regarding deterioration by neglect.

- 17
18 1. The Commission shall monitor the condition of historic properties and existing buildings in
19 historic districts to determine if they are being allowed to deteriorate by neglect. Such
20 conditions as broken windows, doors and exterior openings which allow the elements and
21 vermin to enter, or the deterioration of a buildings structural system shall constitute failure to
22 provide ordinary maintenance or repair.
- 23
24 2. In the event the Commission determines a failure to provide ordinary maintenance or repair,
25 the Commission will notify the owner of the property and set forth the steps which need to be
26 taken to remedy the situation. The owner of the property will have 30 days from receipt of such
27 notice to respond in writing and outlining his intentions and steps being taken to remedy the
28 situation. The owner of the property will have 60 days from the receipt of such notice to begin
29 the steps necessary to remedy the situation, and shall have 180 days from receipt of the notice
30 to complete the work, unless such time shall be extended due to the expense and/or complexity
31 of the repairs. In no event shall such extension exceed 180 additional days
- 32
33 3. In the event that the owner fails to respond in writing and outlining his intentions to remedy the
34 situation within THIRTY (30) DAYS of receipt of Commission's notification, the owner shall be
35 punished as provided in Section VII of this Ordinance and, at the direction of the Cherokee
36 County Board of Commissioners; the Commission may perform such maintenance or repair as is
37 necessary to prevent deterioration by neglect. The owner of the property shall be liable for the
38 cost of such maintenance and repair performed by the Commission.

39
40 D. Affirmation of Existing Building and Zoning Codes:

41
42 Nothing in this Ordinance shall be constructed as to exempt property owners from complying with
43 existing building and zoning codes, nor prevent any property owner from making any use of this
44 property not prohibited by other statutes, ordinances or regulations.

45
46 **SECTION VIII**

47 Penalty Provisions

1
2 Violations of any provisions of this Ordinance shall be punished in the same manner as provided for
3 punishment of violations of validly enacted Ordinances of Cherokee County.
4

5 **SECTION IX**

6
7 Historic Landmark Property Tax Abatement Program
8

- 9 A. Purpose and Intent. Within the unincorporated areas of Cherokee County many buildings or
10 sites that have been found and declared noteworthy by virtue of their architecture, or their
11 historical or cultural significance, but have been destroyed even though their preservation for
12 future generations may have been feasible and desirable. The protection, enhancement,
13 preservation and use of such building and structures is important for the maintenance of the
14 character of Cherokee County as a vibrant and progressive community. Preserving the historical
15 and architectural heritage of the county by preventing the destruction of its cultural assets is in
16 the interest of the health, prosperity, safety, education and general welfare of the county. It is
17 the purpose of this section to provide incentives for the preservation through the abatement of
18 ad valorem property taxes for locally designated landmarks and contributing historic buildings in
19 historic districts.
20
- 21 B. Definition of Landmark Historic Property. For the purposes of this section Landmark Historic
22 Property means tangible real property which:
23
- 24 (a) Has been listed on the National Register of Historic Places or on the State register of
25 historic places as provided in O.C.G.A title 12, Article 3, pt. 1 (O.C.G.A. 12—3-50 et seq.)
26 and has been so certified by the Department of Natural Resources.
 - 27 (b) Has been certified by Cherokee County Board of Commissioners as landmark historic
28 property having exceptional architectural, historic or cultural significance pursuant to
29 this ordinance and such certification has been approved by the state historic
30 preservation officer
 - 31 (c) Within any historic district the only property eligible for the preferential assessment
32 shall be historic property. Property which is defined as non-historic or as intrusive are
33 specifically not eligible for historic preservation preferential assessment.
34
- 35 C. Scope of property allowed preferential classification and assessment. The preferential
36 classification and assessment of landmark historic property provided for in this section shall
37 apply to any building or structure which is listed on the National Register of Historic Places or on
38 the State register of historic places and the local landmark register, the real property on which
39 the building or structure is located, and not more than two acres of real property surrounding
40 the building or structure. The remaining property shall be assessed for tax purposes as provided
41 by law.
42
- 43 D. Property which qualifies as landmark historic property. The preferential assessment authorized
44 in this section applies to tangible income-producing real property, tangible non-income
45 producing real property, or any combination thereof.
46
- 47 E. Qualification process.

- 1 (a) In order for property to qualify under this section for preferential assessment, the
2 property must receive the certifications required for landmark historic property
- 3 (b) Upon receipt of the certification required by this section, a property owner desiring
4 classification of any such historic property as landmark historic property in order to
5 receive the preferential assessment shall make application to the County Board of Tax
6 Assessors and include such certification with such application
- 7 (c) The County Board of Tax Assessors shall determine if the provisions of this section have
8 been complied with. Upon such determination, the Board of Tax Assessors shall be
9 required to grant preferential assessments to such property. The Board of Tax Assessors
10 shall make the determination within 30 days after receiving the application and shall
11 notify the applicant in the same manner that notices of assessment are given pursuant
12 to O.C.G.A. 48-5-306.
- 13 (d) Notices and rights of appeal shall be issued from the Board of Tax Assessors and shall be
14 made pursuant to O.C.G.A. 48-5-7.3 (c). Appeals from the denial of an application for
15 preferential assessment shall be made in the same manner that other property tax
16 appeals are made.
- 17 (e) Property which has been classified by the County Board of Tax Assessors as landmark
18 historic property shall be immediately eligible for the preferential assessment provided
19 for in O.C.G.A. 48-5-7 (c); provided, however, for purposes of determining the years of
20 eligibility for preferential assessment, the tax year following the year in which the
21 certification was filed with the County Board of Tax Assessors pursuant to subsection (b)
22 of this section shall be considered and counted as the first year of eligibility.
- 23 (f) Property which is subject to preferential assessment under this section shall be
24 separately classified from all other property on the tax digest to ascertain readily that
25 the property is subject to preferential assessment.
- 26 (g) The County Tax Commissioner shall enter upon the tax digest as the basis or value of a
27 parcel of landmark historic property a value equal to the greater of the acquisition cost
28 of the property or the assessment of the fair market value of the property as recorded
29 in the county tax digest at the time of certification on such property was received by the
30 County Board of Tax Assessors.
- 31 (h) As used in this subsection, "fair market value of landmark historic property" means:
- 32 (1) For the first eight years in which the property is classified as landmark
33 historic property, the values equal to the greater of the acquisition cost of
34 the property or the appraised fair market value of the property as recorded
35 in the county tax digest at the time certification on such property was
36 received by the county board of tax assessors
- 37 (2) For the ninth year in which the property is classified as landmark historic
38 property, value of the property as determined by subsection (h)(i) of this
39 section plus one-half of the difference between such value and the current
40 fair market value exclusive of the provisions of this subsection; and
- 41 (3) For the tenth and following years, the fair market value of such property as
42 determined by the provisions of this subsection (h) excluding the provisions
43 of this subsection (h) (iii).
- 44
- 45 F. Grounds for Disqualification. When property has once been classified and assessed as landmark
46 historic property, it shall remain so classified and be granted the special assessment authorized
47 by this ordinance until the property becomes disqualified by any one of the following:

- 1 (1) Written notice by the taxpayer to the County Tax Commissioner to remove
- 2 the preferential classification and assessment;
- 3 (2) Sale or transfer of ownership making the property exempt from property
- 4 taxation.
- 5 (3) Decertification of such property by the state department of natural
- 6 resources pursuant to the provisions of O.C.G.A. 48-5-7.3 (e) (1) (C). The sale
- 7 or transfer to a new owner shall not operate to disqualify the property from
- 8 preferential classification and assessment so long as the property continues
- 9 to qualify as historic landmark property, except as specified in subsection (2)
- 10 of this subsection
- 11 (4) Decertification of such property by the local governing authority for failure
- 12 to maintain such property in a standard condition as specified in this
- 13 ordinance.
- 14 (5) The expiration of nine (9) years during which eh property was classified as n
- 15 assessed as a land mark historic property
- 16

17 G. Owners Responsibilities.

- 18 (a) As partial consideration for the preferential assessment provided in this ordinance, an
- 19 owner of property that has been granted such preferential assessment shall be
- 20 responsible for maintaining such landmark historic property in strict accordance with
- 21 the provisions of this ordinance.
- 22 (b) An owner of landmark historic property shall allow authorized representatives of the
- 23 county access to such property, upon request and at a mutually agreeable time, to
- 24 permit inspection of such exterior property for the purpose of ensuring compliance with
- 25 the requirements of this section and this ordinance.
- 26

27 H. Statutory authority. In all respects the property owner, the Board of Tax Assessors, and the

28 County Tax Commissioner shall be governed by the laws of the state, specifically those set forth

29 in O.C.G.A. 48-5-2, 48-5-7 and 48-5-7.3.

30

31

32 **SECTION X**

33 Incentives for the Preservation of Historic Buildings and Structures

34

- 35 A. Waiver of Fees
- 36 B. Façade Easements
- 37 C.
- 38
- 39

40 **SECTION XI**

41 Severability

42

43

44 In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared

45 or adjudged invalid or unconstitutional, such adjunction shall in manner affect the other sections,

46 sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect, as if the

47 section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were

48 not originally part thereof.

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SECTION XII

Repealer

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION XIII

Effective Date

This Ordinance shall become effective on _____.

THEREFORE BE IT RESOLVED, that the Cherokee County Board of Commissioners do hereby ordain, resolve and enact foregoing Historic Preservation Commission Ordinance.

Adopted this _____ day of _____.

Date of Implementation: _____ day of _____.

APPROVED:
CHEROKEE COUNTY BOARD OF COMMISSIONERS

BY:

Chairman

ATTEST:

County Clerk



Cherokee County, Georgia Agenda Request

SUBJECT: Surplus Electronic Equipment
From Engineering Department

MEETING DATE: February 4, 2014

SUBMITTED BY: Geoffrey E. Morton, P.E.

COMMISSION ACTION REQUESTED:

Consider request to surplus non-functioning laptop computer and printer from the Engineering Department and dispose of at the next electronics recycling day.

FACTS AND ISSUES:

The Engineering Department requests to surplus a non-functioning laptop computer and printer and to dispose of them at the next electronics recycling day.

BUDGET:

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

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
 Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
 Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval to surplus non-functioning laptop computer and printer from the Engineering Department and dispose of at the next electronics recycling day.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

SURPLUS PROPERTY TRANSFER FORM

Date: 1/10/2014

Transferred From: <p style="text-align: center; font-size: 1.2em; color: blue;">Engineering</p>	Transferred To: <p style="text-align: center; font-size: 1.5em; color: blue;">IT</p>
--	---

Action Requested: Transfer Surplus Destruction Recycle

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1		S/N MY23P 141 OH (Desktop Printer) HP Photosmart 7350	P			
2			(does not work)			
3		Dell Laptop Computer				
4		Product Key: T6V67-VFRM8-8MF8Z-	X9DQM-	KJHT3		
5		CN 0X2034-48643-3CQ-0928	P			
6			(Does Not Work)			
7						
8						
9						
10						
11						
12						

Purchasing Representative	Dept Property Coordinator	Received By
Signature:	Signature:	Signature:
Title:	Title: PW AD	Title:
Date:	Date: 1/10/14	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: 02/02/2014

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

Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	3	HP LaserJet 2100 printer	P			
2		serial #'s USG049477				
3		USDX155329				
4		USGX121305				
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: <i>Jim Wall</i>	Dept Property Coordinator Signature:	Received By Signature:
Title: <i>District Attorney</i>	Title:	Title:
Date: <i>2/3/14</i>	Date:	Date:



Cherokee County, Georgia Agenda Request

SUBJECT: Fire-ES Training Center

MEETING DATE: February 4, 2014

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

COMMISSION ACTION REQUESTED: It is requested that the Board of Commissioners approve:

1. Award the construction contract to the lowest responsible bidder, with the most responsive bid proposal, for Phase II of the work of the project to **CWI Construction, Inc.**, for award of the Base Bid Proposal sum in the total amount of **\$945,900.00; inclusive of Unit Prices**. A separate contingency amount of **\$90,000.00** (to be controlled by Cherokee County Capital Projects and Fire-ES) is also requested, for a total requested amount of **\$1,035,900.00**. Unit prices are for the possible excavation and haul-off and backfill of unsuitable soils, and other unforeseen project conditions.

2. Enlargement of the county-controlled contingency account of **\$35,000.00**, to fund final change orders to the Construction Services Agreement (CSA) with CABLIK Enterprises, LLC for the completion of final site grading and other miscellaneous items of work for the new Fire-ES Training Center.

FACTS AND ISSUES: PHASE II AWARD OF CONSTRUCTION CONTRACT: On November 1, 2013, Cherokee County RFP #2014-05 was issued by Cherokee County Procurement and posted to the County website. In accordance with procurement requirements of the County, on December 18, 2013, **SIX (6) bid proposals** were submitted to the County Procurement Department from interested bidders/contractors for construction of Phase II of the new Fire-ES Training Center for renovation and expansion of the existing pre-engineered metal building located on the site at 3985 Holly Springs Parkway, Holly Springs, Georgia, in Cherokee County. A tabulation of all bids received is attached. The architect for this project is POND & Company.

Schedule: Construction work is scheduled to be completed in approximately 200 calendar days from the date of the Notice to Proceed, upon contract execution, for an opening date of about August or early September 2014.

PHASE I COMPLETION: ENLARGEMENT OF PROJECT CONTINGENCY ACCOUNT: Construction work of the new Fire-ES Training Center is complete. Substantial Completion, Certificate of Occupancy and acceptance of the Phase I work occurred on November 6, 2013. Fire-ES immediately commenced use and training in preparation for the ISO conference in late December 2013. The Grand Opening Ceremony was held December 10, 2013.

On September 18, 2012, the BOC approved award of the construction contract for the work of the project to CABLIK Enterprises, LLC, in the total amount of \$3,084,812.00; and a separate contingency amount of \$150,000.00 (to be controlled by Cherokee County Capital Projects and Fire-ES) for a total requested amount of \$3,234,812.00. Over the course of construction of the project, the approved contingency account has been fully expended; primarily for unforeseen, unsuitable soil conditions that required additional excavation/backfill and the use of soil cement work, and other needed and necessary site and project improvements. Approximately \$10,000.00 remains in this already approved contingency.

Accordingly, it is requested that the BOC approve **additional funds of \$35,000.00** to enlarge the contingency funds for final site grading and landscaping work and other site and building improvement work. The architects & engineers, Pond & Company, have worked closely with CABLIK Enterprises, LLC to compile the list of final, remaining project items. CABLIK Enterprises, LLC has provided cost proposals for all items. POND & Company has reviewed the cost proposals, and recommends approval by Cherokee County. Cherokee County Fire-ES and Capital Projects also recommend BOC approval.

As noted below, finance and accounting have confirmed the availability and sources of funding for all items described above. A budget amendment of \$235,000.00 of Impact Fees is necessary.

BUDGET:

Available Budgeted Amount:	\$4,581,346.94	Account Name: FIRE-ES TRAINING
Amount Encumbered:	\$3,443,446.30	Acct #: SPLOST V, 33510000-541300-57410, \$818;
Currently Available Amount:	\$1,137,900.64	SPLOST 12, 33571000-541300-11000, \$465,795;
Amount Requested:	\$1,070,900.00	Impact Fees, 23570000-541300-11000, <u>\$604,287</u>
Remaining Budget:	\$ 67,000.64	\$1,070,900

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes No

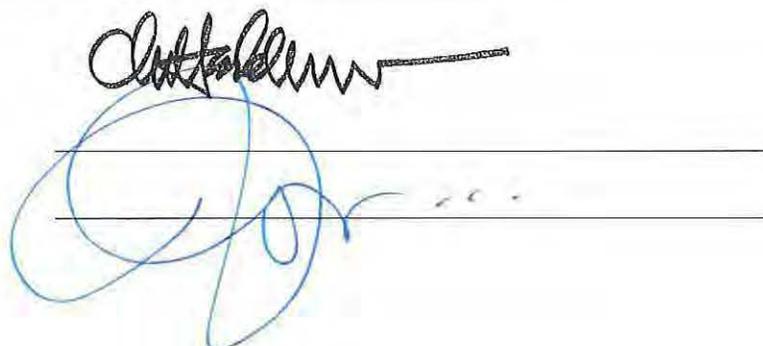
Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION: It is requested that the Board of Commissioners approve:

1. Award the construction contract to the lowest responsible bidder, with the most responsive bid proposal, for Phase II of the work of the project to **CWI Construction, Inc.**, for award of the Base Bid Proposal sum in the total amount of **\$945,900.00; inclusive of Unit Prices**. A separate contingency amount of **\$90,000.00** (to be controlled by Cherokee County Capital Projects and Fire-ES) is also requested, for a total requested amount of **\$1,035,900.00**. Unit prices are for the possible excavation and haul-off and backfill of unsuitable soils, and other unforeseen project conditions.
2. Enlargement of the county-controlled contingency account of **\$35,000.00**, to fund final change orders to the Construction Services Agreement (CSA) with CABLIK Enterprises, LLC for the completion of final site grading and other miscellaneous items of work for the new Fire-ES Training Center.
3. **TOTAL REQUESTED AMOUNT: \$1,070,900.00.**

REVIEWED BY:

DEPARTMENT HEAD:
AGENCY DIRECTOR:
COUNTY MANAGER:



BID TABULATION FORM

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

THIS IS AN OPENING AND READING OF BIDS ONLY.

PROJECT: FIRE TRAINING: PHASE II

BID DATE: December 18, 2013

BID TIME: 2:00 PM

BIDDER/CONTRACTOR	BID BOND	ADDENDA RECEIVED	BASE BID AMOUNT	UNIT PRICE NO. 1 LUMP SUM AMOUNT	UNIT PRICE NO. 1: COST PER UNIT	UNIT PRICE NO. 2 LUMP SUM AMOUNT	UNIT PRICE NO. 2: COST PER UNIT	QUALS INF REC'D	E-VERIFY FORM	SAVE FORM	NON-INFLUENCE AFFIDAVIT	CERTIFICATE TO PROVIDE P&P BONDS	CERT AS TO COMPANY ORG	CONT LICENSE CERT	AUTHORIZED PERMIT AGENT FORM	CERTIFICATE AS TO CONTRACT REVIEW ACCEPTANCE
	Y/N	5 ISSUED	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Reliant Construction	Y	5.00	1,184,500.00	7,000.00	\$14/CY	17,500.00	\$35/CY	No	Y	Not Needed	Y	Y	Y	Y	N	Y
CWI Construction	Y	5.00	945,900.00	12,500.00	\$25/CY	22,000.00	\$44/CY	Y	Y	Not Needed	Y	Y	Y	Y	Y	Y
Hobgood Construction Group	Y	5.00	1,069,000.00	6,000.00	\$12/CY	20,000.00	\$40/CY	Y	Y	Not Needed	Y	Y	Y	Y	N	Y
Collins & Company	Y	5.00	1,199,900.00	11,375.00	\$22.75/CY	20,125.00	\$40.25/CY	Y	Y	Not Needed	Y	No - letter from surety	Y	Y	N	Y w/ exceptions
Beatty Construction	Y	5.00	1,076,000.00	5,000.00	\$10/CY	18,000.00	\$36/CY	Y	Y	Not Needed	Y	Y	Y	Y	Y	Y
Archimetric D&C	Y	5.00	980,316.00	11,500.00	\$23/CY	27,000.00	\$54/CY	Y	Y	Not Needed	Y	Y	Y	Y	N	Y

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

**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
29590	341320-11000	Impact Fees	235,000.00

235,000.00

EXPENDITURES:

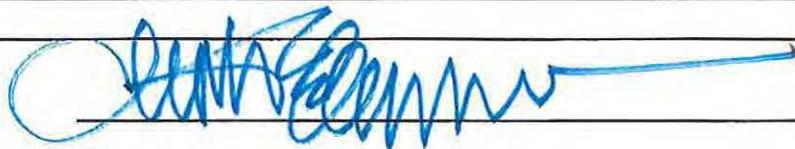
Department Org Code	Object	Account Name	Amount
23570000	541300-11000	Buildings	235,000.00

235,000.00

PURPOSE OF TRANSFER/ AMENDMENT

Award of the Construction Contract for Phase II of the Fire Training Center Construction Project and completion of Phase I requires final site grading & landscaping work and other site & building improvement work.

Department Head Approval: _____



County Manager Approval: _____

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



Cherokee County, Georgia Agenda Request

Amended: Remove item

SUBJECT: Agreement with Cherokee Day Training Center For Purchase of Surplus CATS Buses MEETING DATE: February 4, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of an Agreement between Cherokee County and Cherokee Day Training Center for purchase of two (2) surplus CATS buses.

FACTS AND ISSUES:

Cherokee County through its agreement with the Georgia Department of Transportation has the ability to purchase surplus CATS buses from the State of Georgia.

The Cherokee Day Training Center has expressed interest in acquiring two of the surplus buses:
GDOT Vehicle ID No. 2791 –2008 Ford Shuttle Van (13 Passenger w/o lift)
GDOT Vehicle ID No. 2793 – 2008 Ford Shuttle Bus w/Lift (10 passenger w/lift)

The purchase price for each vehicle shall be \$4,500.00; total for both \$9,000.00.

CDTC agrees to purchase both vehicles from the County within 15 days of the County's purchase from the State of Georgia.

CDTC agrees that both vehicles will be purchased from County in "as-is" condition.

BUDGET:

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

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

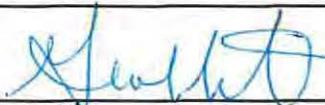
Contract: Yes No Ordinance/Resolution: Yes No

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

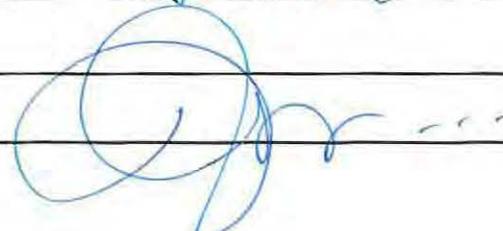
ADMINISTRATIVE RECOMMENDATION:

Approval of an Agreement between Cherokee County and Cherokee Day Training Center for purchase of two (2) surplus CATS buses.

REVIEWED BY:

DEPARTMENT HEAD: _____ 

AGENCY DIRECTOR: _____

COUNTY MANAGER _____ 



Cherokee County, Georgia Agenda Request

SUBJECT: Steels Bridge Road Reconstruction Project MEETING DATE: February 4, 2014

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

COMMISSION ACTION REQUESTED:

Consider approval of proposal from Johnson Landscapes, d/b/a Vertical Earth, for construction of the Steels Bridge Road Reconstruction Project in the amount of \$715,124.78.

FACTS AND ISSUES:

Steels Bridge Road runs between Bells Ferry Road and the BridgeMill subdivision. The roadway is a substandard rural roadway located in a developing urban area. It is characterized by poor vertical alignment and poor drainage. This project will improve Steels Bridge Road by bringing it up to current design standards and improving drainage. The improvements would tie to the existing improvements constructed in the BridgeMill subdivision to the west and Bells Ferry Road to the east.

The roadway was designed in 2004 and right-of-way acquisition was completed in 2012. However, the improvements were never constructed due to the lack of available funds in SPLOST V. The roadway continues to deteriorate.

Five (5) bids were received for the construction of this project; the lowest bid being in the amount of \$715,124.78 and the highest bid being in the amount of \$863,957.96.

BUDGET:

Budgeted Amount:	\$1,250,000.00	Account Name: Contingency
Amount Encumbered:	\$ 0.00	Account #: 63036 – Steels Bridge Road
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 715,124.78	
Remaining Budget:	\$ 534,875.22	

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval of proposal from Johnson Landscapes, d/b/a Vertical Earth, for construction of the Steels Bridge Road Reconstruction Project in the amount of \$715,124.78.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-09
 RFB/RFP NAME: Steels Bridge Road Reconstruction - EPR-47-01-(057)
 OPENING DATE/TIME: 1/8/2014 at 10:30AM EST (Bids Due 9:30am)

Opening/Reading Attendance

COMPANY	PRINT NAME	SIGNATURE
CC Procurement	Sarah Beth Shedd	
Baldwin Paving	Erik van der Heyden	
Southeastern Site Development	John Bledsoe	
C.W. Matthews	Dustin Johnson	
Precision 2000 Inc	Viviana del Rio	
Cherokee Co.	Tammie Gray	
Cherokee County	Geoffrey E. Morton	

Bids/Proposals Received (no particular order)

NAME	CITY/STATE	TOTAL PRICE	Bid Form	Bid Bond	Schedule of Items	Non-Coll Affidavit
Baldwin Paving Co		\$ 788,792.50		Y 5%	Y	Y
Precision 2000		\$ 829,711.74		Y 5%	Y	Y
SOUTHEASTERN SITE DEV.		\$ 789,898.15		Y 5%	Y	Y
CW Matthews		\$ 863,957.96		Y 5%	Y	Y
Johnson Landscapes		\$ 715,124.78		Y 5%	Y	Y

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RFB 2014-09: STEELS BRIDGE ROAD
 BID TAB

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	BALDWIN		PRECISION		SOUTHEASTERN		CW MATTHEWS		JOHNSON LANDSCAPE	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
150-1000	TRAFFIC CONTROL-	LS	1	74,970.87	74,970.87	21,500.00	21,500.00	53,310.00	53,310.00	25,651.16	25,651.16	22,280.00	22,280.00
163-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	20	57.04	1,140.80	50.70	1,014.00	60.25	1,205.00	10.00	200.00	45.00	900.00
163-0232	TEMPORARY GRASSING	AC	3	513.39	1,540.17	563.00	1,689.00	168.25	504.75	100.00	300.00	890.00	2,670.00
163-0240	TEMPORARY MULCH	TN	18	285.22	5,133.96	225.00	4,050.00	275.00	4,950.00	235.00	4,230.00	380.00	6,840.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	20	119.79	2,395.80	102.00	2,040.00	107.00	2,140.00	125.00	2,500.00	95.00	1,900.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	5500	1.35	7,425.00	0.45	2,475.00	1.20	6,600.00	0.25	1,375.00	0.60	3,300.00
167-1000	WATER QUALITY MONITORING & SAMPLING	EA	6	114.09	684.54	113.00	678.00	175.00	1,050.00	200.00	1,200.00	105.00	630.00
167-1500	WATER QUALITY INSPECTIONS	MO	6	456.35	2,738.10	507.00	3,042.00	550.00	3,300.00	200.00	1,200.00	300.00	1,800.00
171-0030	TEMPORARY SILT FENCE, TP C	LF	5500	3.20	17,600.00	2.70	14,850.00	2.75	15,125.00	2.75	15,125.00	2.10	11,550.00
210-0100	GRADING COMPLETE -	LS	1	196,259.10	196,259.10	255,000.00	255,000.00	180,750.00	180,750.00	312,644.52	312,644.52	158,505.78	158,505.78
310-1101	GRAD AGGR BASE CRS, INCL MATL	TN	3750	24.26	90,975.00	23.90	89,625.00	20.50	76,875.00	25.01	93,787.50	23.18	86,925.00
318-3000	AGGR SURF CRS	TN	620	15.17	9,405.40	32.55	20,181.00	18.35	11,377.00	21.84	13,540.80	31.51	19,536.20
402-3121	RECY ASPH CONC 25 MM SUPERPAVE, GP 1 OR GP 2, INCL BITUM MATL & H LIME	TN	50	117.71	5,885.50	92.43	4,621.50	92.10	4,605.00	139.98	6,999.00	90.14	4,507.00
402-3130	RECY ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	650	87.89	57,128.50	98.85	64,252.50	98.50	64,025.00	91.48	59,462.00	95.76	62,244.00
402-3190	RECY ASPH CONC 19 MM SUPERPAVE, GP 1 OR GP 2, INCL BITUM MATL & H LIME	TN	1300	81.99	106,587.00	92.43	120,159.00	92.10	119,730.00	74.07	96,291.00	90.19	117,247.00
413-1000	BITUM TACK COAT	GL	300	2.93	879.00	5.10	1,530.00	5.00	1,500.00	2.47	741.00	4.84	1,452.00
441-0014	DRIVEWAY CONCRETE, 4 IN TK	SY	240	27.99	6,717.60	26.40	6,336.00	30.00	7,200.00	28.53	6,847.20	27.99	6,717.60
441-4020	CONCRETE VALLEY GUTTER, 6 IN	SY	300	41.98	12,594.00	33.60	10,080.00	42.50	12,750.00	43.83	13,149.00	35.97	10,791.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	5300	12.73	67,469.00	13.80	73,140.00	16.50	87,450.00	14.17	75,101.00	13.04	69,112.00
500-9999	CL B CONC, BASE OR PVMNT WIDENING	CY	10	198.36	1,983.60	135.00	1,350.00	185.00	1,850.00	182.14	1,821.40	192.00	1,920.00
550-1150	STORM DRAIN PIPE, 15 IN, H I-10	LF	235	36.26	8,521.10	32.70	7,684.50	37.00	8,695.00	42.55	9,999.25	31.90	7,496.50
550-1180	STORM DRAIN PIPE, 18 IN, H I-10	LF	1010	35.04	35,390.40	35.90	36,259.00	46.00	46,460.00	46.68	47,146.80	33.40	33,734.00
550-1240	STORM DRAIN PIPE, 24 IN, H I-10	LF	115	58.00	6,670.00	46.00	5,290.00	54.00	6,210.00	50.38	5,793.70	38.80	4,462.00
550-4215	FLARED END SECTION, 15 IN, STORM DRAIN	EA	1	640.67	640.67	465.00	465.00	500.00	500.00	465.10	465.10	654.00	654.00

				BALDWIN		PRECISION		SOUTHEASTERN		CW MATTHEWS		JOHNSON LANDSCAPE	
350-4218	FLARED END SECTION, 18 IN, STORM DRAIN	EA	2	640.67	1,281.34	533.00	1,066.00	575.00	1,150.00	522.94	1,045.88	748.00	1,496.00
573-2006	UNDERDRAIN PIPE INCLUDING DRAINAGE AGGR, 6 IN	LF	300	8.73	2,619.00	14.95	4,485.00	16.00	4,800.00	29.24	8,772.00	12.60	3,780.00
303-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	20	48.70	974.00	36.70	734.00	41.00	820.00	105.73	2,114.60	59.67	1,193.40
303-7000	PLASTIC FILTER FABRIC	SY	20	5.28	105.60	2.34	46.80	2.00	40.00	9.48	189.60	4.50	90.00
334-1200	RIGHT OF WAY MARKERS	EA	12	145.44	1,745.28	183.00	2,196.00	150.00	1,800.00	107.87	1,294.44	85.00	1,020.00
336-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	45	19.22	864.90	32.20	1,449.00	21.00	945.00	16.85	758.25	18.70	841.50
336-2070	GALV STEEL POST, TP 7	LF	72	9.13	657.36	10.13	729.36	8.50	612.00	8.00	576.00	8.80	633.60
353-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	8	102.68	821.44	96.00	768.00	101.00	808.00	88.00	704.00	96.80	774.40
353-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	600	0.51	306.00	0.73	438.00	0.55	330.00	0.62	372.00	0.69	414.00
353-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	5400	0.52	2,808.00	0.73	3,942.00	0.55	2,970.00	0.60	3,240.00	0.66	3,564.00
353-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	24	5.42	130.08	10.13	243.12	5.35	128.40	4.68	112.32	5.15	123.60
353-3501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	LF	200	0.30	60.00	0.62	124.00	0.35	70.00	0.55	110.00	0.63	126.00
353-6004	THERMOPLASTIC STRIPING, WHITE	SY	108	4.56	492.48	7.32	790.56	4.50	486.00	4.68	505.44	5.15	556.20
354-1001	RAISED PAVEMENT MARKERS, TP 1	EA	64	3.42	218.88	14.10	902.40	3.50	224.00	5.00	320.00	5.50	352.00
368-1100	CATCH BASIN, GP 1	EA	16	2,281.73	36,507.68	2,442.00	39,072.00	2,504.00	40,064.00	2,161.00	34,576.00	2,560.00	40,960.00
368-2100	DROP INLET, GP 1	EA	1	2,053.55	2,053.55	1,473.00	1,473.00	1,205.00	1,205.00	1,028.00	1,028.00	2,340.00	2,340.00
368-5000	JUNCTION BOX	EA	1	2,053.55	2,053.55	1,870.00	1,870.00	1,405.00	1,405.00	1,216.00	1,216.00	1,890.00	1,890.00
700-6900	PERMANENT GRASSING	AC	3	912.69	2,738.07	731.00	2,193.00	1,010.00	3,030.00	850.00	2,550.00	1,280.00	3,840.00
700-7000	AGRICULTURAL LIME	TN	5	171.13	855.65	338.00	1,690.00	112.00	560.00	100.00	500.00	352.00	1,760.00
700-8000	FERTILIZER MIXED GRADE	TN	5	627.47	3,137.35	450.00	2,250.00	400.00	2,000.00	375.00	1,875.00	450.00	2,250.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	172	7.42	1,276.24	29.00	4,988.00	5.75	989.00	4.00	688.00	3.50	602.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	7300	0.87	6,351.00	1.50	10,950.00	1.00	7,300.00	0.80	5,840.00	1.28	9,344.00
TOTAL BID PRICE				788,792.56		829,711.74		789,898.15		863,957.96		715,124.78	
\$ Difference from Low Bidder				73,667.78		114,586.96		74,773.37		148,833.18		-	



Cherokee County
Board of Commissioners

Department of Transportation
1130 Bluffs Parkway
Canton, Georgia 30114

Bid Documents

EPR-471-01 (057) Cherokee County
Steels Bridge Road
Reconstruction Project

BID NO.: 2014-09

BID DATE: JANUARY 7, 2014

PROJECT: EPR-471-01 (057), CHEROKEE COUNTY; STEELS BRIDGE ROAD
RECONSTRUCTION PROJECT; LENGTH = 0.33 MILES - FROM BELLS FERRY ROAD
| STATION 10+00 TO STATION 27+10 STEELS BRIDGE ROAD.

CONTRACT TIMELIQUIDATED DAMAGES

| 365 CALENDAR DAYS.....AS PER SECTION 108.08 of the
Georgia Department of Transportation Standard Specifications.

Section One

Bid Documents

Bid Proposal

Table of Contents

Notice to Contractors	Page 5-6
Bid Proposal	Page 7-9
Bid Bond	Page 10-12
Noncollusion Affidavit of Prime Bidder	Page 13
Schedule of Items	Page 14-16
Project Specifics	Page 17

Notice to Contractors

BID NO.: 2014-09

The Cherokee County Roadway Capital Program Management Division is requesting bids for the following project: EPR-471-01(057) Cherokee County, Steels Bridge Road Reconstruction Project, as per current Georgia DOT Standards and Specifications. Bidders must be unconditionally qualified prospective bidders in accordance with Chapter 672-5 of the Rules of the Georgia Department of Transportation.

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

1. Company Name
2. Project Number
3. Bid Number
4. Date and Hour of Opening
5. Georgia Department of Transportation Prequalified Contractor Number

Proposal Guarantee: 5 %

Contract Time: 365 Calendar Days

Sealed bids will be received by **The Cherokee County Board of Commissioners in the Office of Procurement & Risk Management, Upper Level, 1130 Bluffs Parkway, Canton, Georgia 30114**, until 9:50 a.m. local time Tuesday, January 7, 2014. At 10:30 a.m. local time on the above date, the bids will be publicly opened and read aloud.

Any inquiries concerning this bid should be made in writing to Geoffrey E. Morton, P.E., County Engineer, Office of Roadway Capital Program Management, 1130 Bluffs Parkway, Canton, Georgia 30114. The deadline for making inquiries is 5:00 p.m., Thursday, January 2, 2014. Cherokee County shall inform all bidders of its response to any inquiries that may lead to the issuance of an addendum.

The work to be done consists of the furnishing of all material, labor and equipment for the following project:

EPR-471-01(057) Cherokee County, Steels Bridge Road Reconstruction Project; Length = 0.33 miles.

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

1. Completed Bid Proposal Form

2. Bid Bond or Certified Check
3. Completed Schedule of Items (Sign each page)
4. Noncollusion Affidavit of Prime Bidder

All work performed for this project will be in accordance with Georgia Department of Transportation Standard Specifications For Construction of Roads and Bridges, latest edition.

The Bidder shall be responsible for performing at least 60 percent of the work in this contract. The Bidder shall not sub-contract, transfer, assign or otherwise dispose of the contract or any portion thereof, without the written consent of the County. The Cherokee County Board of Commissioners reserves the right to reject all bids and waive formalities. Any claims for cost incurred by any Bidder in preparation of any part of or total package for this project will not be considered for reimbursement by Cherokee County.

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

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

Geoffrey E. Morton, P.E.
County Engineer
December 6, 2013

PROPOSAL

Bid Proposal, page 1 of 3

Proposal of Johnson Landscapes, Inc. (Hereinafter called "Bidder") a contractor organized and existing under the laws of the State of Ga and doing business as Vertical Earth

TO: Cherokee County
(Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Notice to contractors and all Bidding Documents for the **EPR-471-01(057) Cherokee County, Steels Bridge Road Reconstruction Project** contract, having examined the plans and specifications with related documents and the site of other proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract, on the form provided by Cherokee County, with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

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

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

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

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

Bid Proposal, page 2 of 3

Bidder acknowledges receipt of the following addenda:

1, 2, 3

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

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

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

Brett Johnson
4525 Twin Lakes Rd.
Cumming, GA 30028

Signed, sealed, and dated this 7th day of January, 2014.

Bidder: Johnson Landscapes, Inc.
(Company Name)

By: 

Title: Vice President

Mailing Address: 6025 Matt Hwy.
Cumming, Ga 30028

PENAL SUM FORM

BID BOND

CHEROKEE COUNTY, GEORGIA

BIDDER (Name and Address):

Johnson Landscapes, Inc. dba Vertical Earth, 6025 Matt Highway, Cumming, GA 30028

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company, 62 Maple Avenue, Keene, NH 03431

OWNER (hereinafter referred to as the "County" (Name and Address):

Cherokee County, Georgia
Purchasing Office
1130 Bluffs Parkway
Canton, Georgia 30114

BID

BID DUE DATE: January 7, 2014

PROJECT (Brief Description Including Location):

EPR-471-01 (057) Cherokee County Steels Bridge Road Reconstruction Project

BOND

BOND NUMBER: NA

DATE (Not later than Bid due date): January 7, 2014

PENAL SUM: Five Percent of Amount Bid (5%)

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

Johnson Landscapes, Inc. dba Vertical Earth (Seal)

Bidder's Name and Corporate Seal

By: [Signature] VP
Signature and Title:

Attest: [Signature] Estimator
Signature and Title:

The Ohio Casualty Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title: Gary Spuller, Attorney in Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title: Marie M. Hartley, Witness

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8377939

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alan R. Yates; Betsy J. Holmes; Brian K. Hughes; Dana D. Rutledge; Daniel Yates; Gary Spuller; Karen A. Maynard; Kevin M. Neider; Marie M. Hartley; Michael L. Angel; Michael S. Brickner; P. D. Yates, III; P. D. Yates, Jr.; Robert N. Reynolds

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 5th day of December, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - SECTION 42. Power of Attorney: Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings: Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 2014



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-828-6576 or visit www.americanfire.com

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the County; or
 - 3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

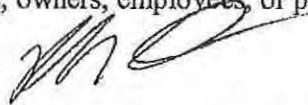
11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

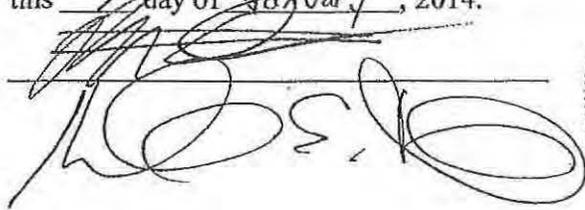
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

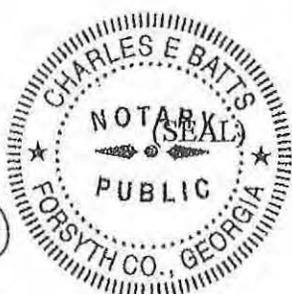
State of Georgia)
)ss.
County of Forsyth)
Russell Swafford _____, being first
duly sworn, deposes and says that:

- (1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive of sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) 
Name Russell Swafford
Title Vice President

Subscribed and Sworn to before me
this 7th day of January, 2014.





RFB 2014-09: STEELS BRIDGE ROAD

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID COST	AMOUNT
150-1000	TRAFFIC CONTROL-	LS	1		
163-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	20		
163-0232	TEMPORARY GRASSING	AC	3		
163-0240	TEMPORARY MULCH	TN	18		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	20		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	5500		
167-1000	WATER QUALITY MONITORING & SAMPLING	EA	6		
167-1500	WATER QUALITY INSPECTIONS	MO	6		
171-0030	TEMPORARY SILT FENCE, TP C	LF	5500		
210-0100	GRADING COMPLETE -	LS	1		
310-1101	GRAD AGGR BASE CRS, INCL MATL	TN	3750		
318-3000	AGGR SURF CRS	TN	620		
402-3121	RECY ASPH CONC 25 MM SUPERPAVE, GP 1 OR GP 2, INCL BITUM MATL & H LIME	TN	50		
402-3130	RECY ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	650		
402-3190	RECY ASPH CONC 19 MM SUPERPAVE, GP 1 OR GP 2, INCL BITUM MATL & H LIME	TN	1300		
413-1000	BITUM TACK COAT	GL	300		
441-0014	DRIVEWAY CONCRETE, 4 IN TK	SY	240		
441-4020	CONCRETE VALLEY GUTTER, 6 IN	SY	300		
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	5300		
500-9999	CL B CONC, BASE OR PVMNT WIDENING	CY	10		
550-1150	STORM DRAIN PIPE, 15 IN, H I-10	LF	235		
550-1180	STORM DRAIN PIPE, 18 IN, H I-10	LF	1010		
550-1240	STORM DRAIN PIPE, 24 IN, H I-10	LF	115		
550-4215	FLARED END SECTION, 15 IN, STORM DRAIN	EA	1		

Project Specifics

1. Delete the following items shown on the plans:
 - a. 165-0050 Maintenance of Silt Retention Barrier
 - b. 170-1000 Floating Silt retention Barrier
 - c. Speed Humps (Including Thermo Striping)
2. The Contractor shall not perform work or move equipment or materials on the traveled way that visibly interferes with traffic flow on the mainline or local streets between the hours of 7:00 AM to 8:30 AM and 4:00 PM to 6:00 PM, Monday through Friday unless approved by the Engineer. Equipment or materials moved on or across the traveled way at other times shall be done in a manner as not to unduly interfere with traffic.
3. Contractor's equipment shall not be parked in any of the adjacent subdivision amenity areas or off of the right-of-way.
4. It is the contractor's responsibility for coordination of utilities.
5. All borrow or waste pits are the contractor's responsibility.
6. Material Transfer Device required.



Cherokee County Government

1130 Bluffs Parkway
Canton, GA 30114
678-493-6077
FAX 678-493-6088
www.cherokeega.com

Issue Date: December 18, 2013

Bid No.: 2014-09

Project: EPR-471-01(057) Cherokee County, Steels Bridge Road Reconstruction

Addendum 1

Change

653-1020	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	8
653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	600
700-6900	AGRICULTURAL LIME	TN	5
700-800	FERTILIZER MIXED GRADE	TN	5
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	1040

To

653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	8
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	600
700-7000	AGRICULTURAL LIME	TN	5
700-8000	FERTILIZER MIXED GRADE	TN	5
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	1010

Add

441-0014	DRIVEWAY CONCRETE, 4 IN, TK	SY	240
441-4020	CONCRETE VALLEY GUTTER, 6 IN	SY	300
653-3501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	LF	200

A revised Bid Form incorporating all of the above changes is attached.

Clarifications

1. *Question:* The typical sections for Bells Ferry Rd and Steels Bridge Rd from Sta. 7+50 to Sta. 10+00 show to widen against the existing asphalt. Construction plan sheet #7 does not show existing Steels Bridge Rd edge of pavement. Could this plan sheet be revised to show the existing road? *Response:* *The existing edge of paving is shown.*
2. *Question:* The typical sections for Bells Ferry Rd and Steels Bridge Rd from Sta. 7+50 to Sta. 10+00 show to widen against the existing asphalt. Nothing is shown for the contractor to overlay the existing asphalt. Are we to just to do the widening only or should these typical sections show to overlay the existing asphalt as well? *Response:* *Sheet # 6 shows typical section for the area to be overlaid.*
3. *Question:* The cross sections on Steel Bridge Rd from Station 2+50 to 27+00 show top of road elevations. Could these be revised to show the full thickness of new pavement like the ones shown for Bells Ferry Rd.? This will help to get a more accurate dirt excavation takeoff? *Response:* *It will be the bidders' responsibility to incorporate the paving structure into their takeoffs.*
4. *Question:* In the plans on sheet #11 the pipe profile for the G-1 line shows a length of 55'. On plan sheet #4 this same line is listed at 85'. Would the county please review this quantity and make any necessary changes to the bid form? *Response:* *G1 scales 55' so use 55'. Bid item quantity has been changed.*
5. *Question:* On plan sheet #4 it shows a total quantity of 150 LF for 15" storm drain. The bid form has 235 LF listed for this item. Would the county please review this quantity and make any necessary changes to the bid form? *Response:* *Plan Sheet 4 shows 235' which corresponds to the bid form.*

6. *Question:* In the plans on sheet #4 the detailed estimate shows the following pay items that are not listed on the bid form:

- 165-0050 MAINTENANCE OF SILT RETENTION BARRIER – 180 LF
Response: Deleted due to former lake being drained.
- 170-1000 FLOATING SILT RETENTION BARRIER – 180 LF
Response: Deleted due to former lake being drained.
- 441-0014 DRIVEWAY CONCRETE, 4 IN TK – 240 SY
Response: Added to revised Bid Items.
- 441-4020 CONCRETE VALLEY GUTTER, 6 IN – 300 SY
Response: Added to revised Bid Items.
- 653-3501 THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE – 200 LF
Response: Added to revised Bid Items.

7. *Question:* The following pay items are listed on the bid form, but do not show up in the detail estimate in the plans:

- 163-0240 TEMPORARY MULCH – 18 TN
Response: Added by Cherokee County to be used if needed.
- 318-3000 AGGR SURF CRS – 620 TN
Response: Added by Cherokee County to be used if needed.
- 653-1704 THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE – 24 LF
Response: Added by Cherokee County.

8. *Question:* The item numbers for the following pay items are different on the detailed estimate and the bid form:

653-1020 THERMOPLASTIC PVMT MARKING, ARROW, TP 2

Response: Changed to 653-0120; 653-0120 THERMOPLASTIC PVMT MARKING, ARROW, TP 2

653-1502 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE

Response: Changed to 653-1501; 653-1501 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE

700-6900 AGRICULTURAL LIME

Response: Changed to 700-7000; 700-7000 AGRICULTURAL LIME

700-800 FERTILIZER MIXED GRADE

Response: Change to 700-8000; 700-8000 FERTILIZER MIXED GRADE



Cherokee County Government

1130 Bluffs Parkway
Canton, GA 30114
678-493-6077
FAX 678-493-6088
www.cherokeega.com

January 2, 2014

Bid No.: 2014-09
Project: EPR-471-01(057) Cherokee County, Steels Bridge Road Reconstruction

Addendum 2

Clarifications

- 1. Question: If time is of the essence for this project, can the contractor close Steels Bridge Road and detour traffic or does this construction need to be completed under traffic with daily lane closures? Response: Steels Bridge Road is to remain open to traffic during construction. Contractor is to complete work under traffic by using daily lane closures. The County will advise the contractor to post signs alerting motorists of pending delays and suggesting motorists find alternate routes. The County will also issue a press release and post a notice on the County's web page and Facebook page of pending delays and suggest motorists use alternate routes during construction*



Cherokee County Government

1130 Bluffs Parkway
Canton, GA 30114
678-493-6077
FAX 678-493-6088
www.cherokeega.com

Issue Date: January 6, 2014

Bid No.: 2014-09

Project: EPR-471-01(057) Cherokee County, Steels Bridge Road Reconstruction

Addendum 3

Due to weather conditions, the Bid Due date/time will be postponed to January 8, 2014 at 9:50AM EST. The Bid Opening and Reading will be January 8, 2014 at 10:30AM EST.

End of Addendum

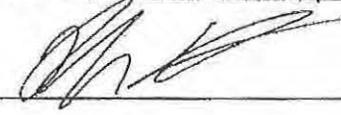
RFB 2014-09: STEELS BRIDGE ROAD

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID COST	AMOUNT
150-1000	TRAFFIC CONTROL-	LS	1	22,280.00	22,280.00
163-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	20	45.00	900.00
163-0232	TEMPORARY GRASSING	AC	3	890.00	2,670.00
163-0240	TEMPORARY MULCH	TN	18	380.00	6,840.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	20	95.00	1,900.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	5500	0.60	3,300.00
167-1000	WATER QUALITY MONITORING & SAMPLING	EA	6	105.00	630.00
167-1500	WATER QUALITY INSPECTIONS	MO	6	300.00	1,800.00
171-0030	TEMPORARY SILT FENCE, TP C	LF	5500	2.10	11,550.00
210-0100	GRADING COMPLETE -	LS	1	158,505.78	158,505.78
310-1101	GRAD AGGR BASE CRS, INCL MATL	TN	3750	23.18	86,925.00
318-3000	AGGR SURF CRS	TN	620	31.51	19,536.20
402-3121	RECY ASPH CONC 25 MM SUPERPAVE, GP 1 OR GP 2, INCL BITUM MATL & H LIME	TN	50	90.14	4,507.00
402-3130	RECY ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	650	95.76	62,244.00
402-3190	RECY ASPH CONC 19 MM SUPERPAVE, GP 1 OR GP 2, INCL BITUM MATL & H LIME	TN	1300	90.14	117,242.00
413-1000	BITUM TACK COAT	GL	300	4.84	1,452.00
441-0014	DRIVEWAY CONCRETE, 4 IN TK	SY	240	27.99	6,717.60
441-4020	CONCRETE VALLEY GUTTER, 6 IN	SY	300	35.97	10,791.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	5300	13.04	69,112.00
500-9999	CL B CONC, BASE OR PVMNT WIDENING	CY	10	192.00	1,920.00
550-1150	STORM DRAIN PIPE, 15 IN, H I-10	LF	235	31.90	7,496.50
550-1180	STORM DRAIN PIPE, 18 IN, H I-10	LF	1010	33.40	33,734.00
550-1240	STORM DRAIN PIPE, 24 IN, H I-10	LF	115	38.80	4,462.00
550-4215	FLARED END SECTION, 15 IN, STORM DRAIN	EA	1	654.00	654.00

Handwritten signature

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID COST	AMOUNT
550-4218	FLARED END SECTION, 18 IN, STORM DRAIN	EA	2	748.00	1,496.00
573-2006	UNDERDRAIN PIPE INCLUDING DRAINAGE AGGR, 6 IN	LF	300	12.60	3,780.00
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	20	59.67	1,193.40
603-7000	PLASTIC FILTER FABRIC	SY	20	4.50	90.00
634-1200	RIGHT OF WAY MARKERS	EA	12	85.00	1,020.00
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	45	18.70	841.50
636-2070	GALV STEEL POST, TP 7	LF	72	8.80	633.60
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	8	96.80	774.40
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	600	0.69	414.00
653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	5400	0.66	3,564.00
653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	24	5.15	123.60
653-3501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	LF	200	0.63	126.00
653-6004	THERMOPLASTIC STRIPING, WHITE	SY	108	5.15	556.20
654-1001	RAISED PAVEMENT MARKERS, TP 1	EA	64	5.50	352.00
668-1100	CATCH BASIN, GP 1	EA	16	2,560.00	40,960.00
668-2100	DROP INLET, GP 1	EA	1	2,340.00	2,340.00
668-5000	JUNCTION BOX	EA	1	1,890.00	1,890.00
700-6900	PERMANENT GRASSING	AC	3	1,280.00	3,840.00
700-7000	AGRICULTURAL LIME	TN	5	352.00	1,760.00
700-8000	FERTILIZER MIXED GRADE	TN	5	450.00	2,250.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	172	3.50	602.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	7300	1.28	9,344.00
				TOTAL COST	715,124.78
			ADDENDUM NO. 1 - 12/18/2013		

CONTRACTOR NAME: Johnson Landscapes, Inc.

SIGNATURE: 

DATE: 1/2/14



Cherokee County, Georgia Agenda Request

SUBJECT: Design Services for Roadway Improvements
Hames Road

MEETING DATE: February 4, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a Professional Services Contract with LAI Engineering, for completing plan updates and revisions for the Hames Road Improvement Project in the amount of \$33,860.00.

FACTS AND ISSUES:

In 2004 Cherokee County awarded a design contract to LAI Engineering to improve Hames Road by bringing it up to current design standards and improving drainage. The improvements would tie to the existing improvements just south of SR 92 and to the existing roadway at the Cobb County line.

Several parcels of right-of-way were acquired at that time. However, the improvements were never constructed due to the lack of available funds in SPLOST V. The roadway continues to deteriorate and the volume of traffic on Hames Road also continues to increase.

This proposal includes costs associated with updating the roadway design plans, erosion control plans and construction details to current standards and to also design the plan so that the project can be constructed in two (2) phases.

BUDGET:

Budgeted Amount:	\$1,250,000.00	Account Name: SPLOST – Contingency
Amount Encumbered:	\$ 715,124.78	Account #: 63035 (Hames Road)
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 33,860.00	
Remaining Budget:	\$ 501,015.22	

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

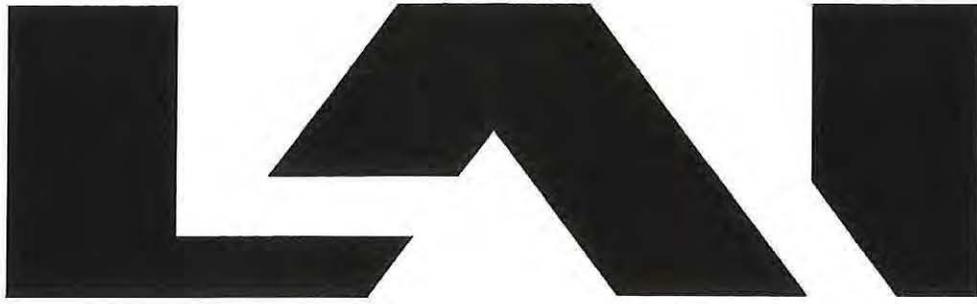
Approval of a Professional Services Contract with LAI Engineering, for completing plan updates and revisions for the Hames Road Improvement Project in the amount of \$33,860.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



LAI ENGINEERING

Professional Services Proposal

Prepared for: Mr. Geoff Morton, P.E.
Public Works Agency Director
Cherokee County

Project Name: Hames Road, Woodstock, GA
Roadway Plan Updates

Project Number: LAI # TBD

Proposal Date: January 13, 2014

Managing Principal: David E. Estes, P.E., P.L.S.

Executive Summary

Basis of Proposal

Dear Mr. Morton:

We are in receipt of your e-mail request for proposal for the above subject project. We appreciate the opportunity to present this proposal and to once again be of service to Cherokee County.

Project Understanding

This project design was begun in 2004 and utilized the design standards in place at that time. We understand that you are requesting that we update the plans to current standards as well as phase the construction drawings into two separate contracts.

Cherokee County authorized the design of Hames Road from SR 92 proceeding southward to the Cobb County line. The project was begun in 2004 and completed shortly thereafter. However, the plans were shelved and the project was never constructed. The design included all grading, drainage, and surfacing required for maintaining uniform pavement throughout the project corridor. The mainline typical sections called for curb and gutter to be constructed with all associated drainage facilities. Approach roadways were to be shoulder and ditch drainage. Additional right-of-way and easements were required for the purpose of constructing the slopes and certain drainage facilities. All existing entrances were tied into the new alignment with the appropriate entrance section.

There have been several updates to the State Standards pertaining to the Professional Licensing Board Requirements, as well as GAEPD and GADNR since the project plans were previously completed. This does propose some challenges to the new scope of work. Additionally there have been several site improvements, changes to the right-of-way, existing conditions and utilities.

Recommendation

Since this design project was completed nine years ago, it is recommended that a new database be prepared for the corridor. This includes the work related to an updated survey, updated property title, utility location, and utility coordination. The reasoning behind this is that there have been additional buildings constructed on the alignment, intersections have been modified, entrances added, and utilities have likely been added to accommodate the new structures. Any set of plans will only be as good as the database that was the base of the design. By performing the work necessary to prepare a new database will severely lessen the possibility of conflicts during the construction phase of this project. The potential for contractor requests for clarification and expensive utility conflicts will be reduced with a new survey.

Scope of Services

The scope of services for Hames Road Extending from Hwy 92 to Jamerson Road upon which our proposal is based is as follows:

- We will update the plan set as applicable to our means to current Federal, State and Local requirements with proposed phases and limit the proposed impacts to Russell Lane and South Jett Road. Phase 1 construction drawings will include from the project's beginning to Station 28 + 50 just south of South Jett Road. Phase 2 will include from Station 28 + 50 to the Cobb County line.

- We will itemize quantities for each phase of the project and provide detailed cost estimates for each section. These estimates will be based upon the GDOT CES system and will utilize their most recent unit rates for each quantity.
- As per your request, we will remove any work on Russell Lane beyond the curb radii returns. Likewise, on South Jett Road, we will end our design at Station 21 + 50.
- We will perform necessary studies and determinations for floodplain and hydrology.
- We will prepare the Erosion, Sedimentation, and Pollution Control Plan to meet the current requirements.
- We will prepare the construction standards specific to this project to reflect the latest details published by the Georgia Department of Transportation and or other applicable local regulations.
- A new survey will be performed to verify existing conditions, elevations and topography. We are aware of several new developments along the route and that intersections have been modified since the original database was completed 10 years prior.
- We will update the right-of-way plans to include property that has been acquired by Cherokee County. This information will be provided by the County. Applicable title research and right-of-way determination will be performed as necessary to the project.

Fee Proposal Summary

Below is the summarized list of phased services with the associated fees. If there are any areas not addressed by this proposal, please call so we can make adjustments to meet your needs.

Tasks	Hames Road – Extending Hwy 92 South to Jamerson Road	Fee
Survey	Recommended updated survey of existing conditions, elevations and topography	\$ 8,350.00
Right-of-Way/Title	Recommended title research and right-of-way resolution	\$ 2,875.00
SUE/Utility Research	Recommended survey of above and underground utilities and impacts	\$ 4,750.00
Utility Coordination	Recommended coordination, planning and mitigation of impacted utilities	\$ 3,560.00
Preliminary Plans	Preparation of Preliminary Roadway Plans (two phases)	\$ 4,800.00
Erosion Control	Preparation of Erosion Control Plans	\$ 1,900.00
Hydrologic Study	Perform floodplain determination and Hydrologic Study	\$ 2,000.00
GDOT Permitting	Coordination and Permitting with GDOT for tie at Hwy 92	\$ 950.00
Traffic Study	Perform traffic study and report for route and Hwy 92 intersection	\$ 1,175.00
Quantities Estimate	Prepare detailed quantities and cost estimate for bidding (two phases)	\$ 1,500.00
Construction Plans	Prepare final construction plans (two phases)	\$ 2,000.00
Project Total		\$33,860.00

Additional Services

The following are services that are not included within this Scope of Work, but can be provided upon the client's request:

- Filing Fees for Permits & Approvals
 - Additional Field Surveys
 - Landscape Plans & Details
 - Construction Admin Svc
 - Review of Title Reports
 - Site Lighting
 - Streetscape Plans & Permits
 - Traffic and/or Signalization Studies
 - Any FEMA Related Issues
 - Stormwater Management Plans
 - Roadway Environmental Service
 - Staging / Maintenance of Traffic Plans
 - Soil Survey / Subsurface Investigation
 - Coordination With Other Client Consultants
 - Permitting Process In Excess of 6 Months
 - Legal Descriptions and / or Platting of Utility Easements
 - Architectural Detailing
 - LEED Design or Coordination
- Irrigation Plans & Details
 - SUE – Underground Utility Investigation/Mapping
 - As-Built Surveys
 - Utility Availability Letters
 - Building Permitting
 - Re-Zoning Plats
 - Design of Retaining Walls & Structures
 - Downstream Hydrology Studies
 - Sidewalk Improvements
 - Roadway Traffic Assignment Diagrams
 - Pavement Designs
 - Stakeout Plan
 - Geo-Technical and/or Environmental Studies
 - Zoning or Design Variances and / or Associated Exhibits
 - Roadway Improvement and / or GDOT Plans & Permits
 - Major Structures Design (Bridges, Retaining Walls, Box Culverts)
 - County or City zoning/rezoning
 - Construction Coordination

Proposal Authorization

Mr. Morton,

LAI appreciates this opportunity to present our proposal and to work with you and Cherokee County. We look forward to working on this great project together.

Best regards,



David E. Estes, P.E., P.L.S.

Principal

LAI Engineering

ACCEPTED:

Name

Title

Date



Cherokee County Government

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

January 15, 2014

Mr. David E. Estes, P.E., P.L.S.
LAI Engineering
1800 Parkway Place
Suite 720
Marietta, Georgia 30067

Re: Hames Road
Roadway Improvement Project
Plan Updates and Revisions
Contract Documents

Dear Mr. Estes:

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

Please note that in addition to completing and signing the contract, you are also responsible for filling out Exhibits A, B and C.

The award of the contract is expected to be made at the February 4, 2014 Board of Commissioners meeting. If you could execute the contracts and return them, as well as a copy of your insurance certificate, to me by Wednesday, January 29, 2014, it would be appreciated.

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

Sincerely,

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

Geoffrey E. Morton, P.E.
County Engineer

Attachments
Cc: Tommie Gray



Cherokee County, Georgia Agenda Request

SUBJECT: E-911 Maintenance Agreement

MEETING DATE: 2/4/2014

SUBMITTED BY: Chris Collett, County Marshal

COMMISSION ACTION REQUESTED:

Authorize County Manager to execute the Professional Services Agreement with Motorola for the Maintenance and Service Contract for a two year term in an amount not to exceed \$315,288.

FACTS AND ISSUES:

Motorola services the E-911 infrastructure. The equipment and software utilized by E-911 are Motorola design therefore for the service, maintenance and repair of the equipment and software only Motorola was asked to provide a price. E-911 along with the Procurement & Risk Management Department negotiated with Motorola to delete some services and equipment and add/upgrade others. The Price Analysis and the Procurement Summary are attached.

Total not to exceed pricing for two calendar years (2014 and 2015) is \$315,288 (\$13,137 per month/\$157,644 per year). Payment for first 3 months of County FY14 (October, November and December 2013) was paid under the previous Agreement with Motorola. Therefore the "Amount Requested" below is only for 9 months of the adopted County FY14 and represents the new contract pricing of \$13,137 per month for a total not to exceed amount of \$118,233. The remaining contract balance will be budgeted and paid in County FY15 for 12 months and County FY16 for 3 months – total 24 months.

BUDGET:

Budgeted Amount:	\$180,146	Account Name:	E-911 Fund Technical Services
Amount Encumbered:	\$0	Account #:	23800000-521300
Amount Spent to Date:	\$44,669		
Amount Requested:	\$118,233		
Remaining Budget:	\$17,244		

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
 Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
 Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Authorize County Manager to execute the Professional Services Agreement with Motorola for the Maintenance and Service Contract for a two year term in an amount not to exceed \$315,288.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Dorinda Bridges
Chris Collett

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ____ day of January, 2014, 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 Motorola Solutions, Inc. ("Consultant"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Service Agreement (the "Work"); and

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

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

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

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

THEREFORE, the Parties hereto do mutually agree as follows:

I SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Service Agreement 2014-2015 and Repair.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the below Service Terms and Conditions and the Statements of Work attached hereto as Exhibit "A" and "Attachment A", incorporated herein by reference.

On Site Infrastructure Response and Dispatch Service

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. The term of this Agreement shall be from the date of execution until December 31, 2014, unless terminated earlier as

provided for herein. This Agreement shall automatically renew on January 1, 2015, and on January 1 of each year thereafter absent written notice of non-renewal provided by the County to the Consultant at least sixty (60) days prior to December 31, 2014, or December 31 of any then current renewal term thereafter, provided that this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each year. Upon termination of this Agreement, the County shall be liable to Consultant for equipment ordered or provided and services rendered to the date of notice to terminate and for reasonable costs which may be borne by Consultant in the termination of subcontracts and other costs directly related to an unforeseen and abrupt termination.

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. At no time shall title to Software pass to the County.

II. WORK CHANGES

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.

A. 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.

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

III. COMPENSATION AND METHOD OF PAYMENT

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

B. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not, in any case, exceed \$157,644 in 2014 and \$157,644 in 2015 for a total over the two years of a not-to-exceed \$315,288 except as outlined in Section II (C) above. The compensation for services performed shall be based upon Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the services 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. Warranty

Consultant warrants that its Work under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the day that the performance of the Work is completed. In the event of a breach of this warranty, County's sole remedy is to require Consultant to re-perform the non-conforming Work or to refund, on a pro-rata basis, the fees paid for the non-conforming Work. CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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 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 of Submissions by the County

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

E. Consultant's Representative

Glenn Petersen, System Support Manager 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, which shall not be unreasonably withheld or denied. 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 responsibility for the services rendered in connection with this Agreement. The Consultant shall bear all losses and direct damages to tangible property resulting to it on account of the performance or character of the

services rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, direct damages to tangible property, losses, and expenses, including but not limited to, attorney's fees, 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, its subcontractors, or their employees or agents, to the extent it is caused by the negligence or willful act of Consultant, its subcontractors, or their employees or agents. 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. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services 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 services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. 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. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Commercial General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Business Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be the responsibility of the Consultant.

(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, its officials, and employees, are to be included as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, and employees.

(ii) The Consultant's insurance coverage shall be primary insurance as respects to any other insurance or self-insurance available to the County, its officials, and employees. Any insurance or self-insurance maintained by the County, its officials, or employees shall be excess of the Consultant's.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, or employees.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) There shall be no cross liability exclusion.

(vi) All blanket endorsements required shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, and employees for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

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

(ii) Consultant represents that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by overnight courier, certified mail, return receipt requested, has been given to the County.

(iii) The County requires Insurance be maintained before it allow others come on its property to perform work.

(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 an Acord 25 certificate of insurance evidencing coverage required by this clause within 3 days of execution of the contract or prior to the start of work. The certificate of insurance is to be executed by a person authorized by that insurer to bind coverage on its behalf. The Consultant shall provide proof that any expiring coverage has been renewed or replaced upon or prior to the expiration of the coverage.

(7) Subcontractors:

Consultant shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to similar requirements stated in this Agreement, including but not limited to including the parties as additional insured.

(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.

J. Records, Reports and Audits

(1) Records:

(a) Directly pertinent records shall be established and maintained by the Consultant in accordance with requirements prescribed under this Agreement or pursuant to law with respect to all matters covered by this Agreement. Except as otherwise authorized, such directly pertinent records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, directly pertinent 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 thirty (30) days prior written request, the Consultant shall furnish to the County any and all directly pertinent statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County and approved by Consultant.

(3) Audits and Inspections:

(a) At any time during normal business hours and as often as the County may deem reasonably necessary, there shall be made available to the County for examination all directly pertinent 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. Consultant's records provided to County pursuant to this provision shall not be used, duplicated or disclosed to any third party without the express written permission of Consultant, except as required by the Georgia Open Records Act.

(b) In no circumstances will Consultant be required to create or maintain documents not kept in the ordinary course of Consultant's business operations, nor will Consultant be required to disclose any information, including but not limited to product and labor cost data, which it considers confidential or proprietary to Consultant, except as required by the Georgia Open Records Act.

K. 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.

L. 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.

M. Compliance with Laws Regulating Illegal Aliens

The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

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:

- (i) 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
- (ii) 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.

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 services 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 "E" are necessary for the successful prosecution 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 "E", without notice to 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 services 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 to the extent it is caused by the negligence of the Consultant. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Consultant will not grant County any rights to Consultant's intellectual property, including patents, patent applications, copyrights, trademarks, and trade secrets, except that County will have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product. Title to all Consultant's software, including all rights in patents, copyrights, trade secrets and other intellectual properties, remains vested exclusively in Motorola.

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 Motorola Solutions, Inc., in order for Consultant to complete the Work.

B. County's Representative

The County Manager shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) 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, and for any default or breach of this Agreement by the County after providing thirty (30) days prior written notice of such default or breach to the County and also upon the County's failure to cure such default or breach within such thirty (30) day period.

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 promptly discontinue all services affected, unless the notice directs otherwise.

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

VII. NO PERSONAL LIABILITY

No member, official or employee of the County 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.

XI. CAPTIONS AND SEVERABILITY

The caption or head note 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 Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between the Agency Director E-911 for the County and Gary Minard for the Consultant.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in

writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be 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
90 North Street, Suite 310
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

Gary Minard
Customer Support Manager
Motorola Solutions, Inc.
1700 Belle Meade Court
Lawrenceville, GA 30043

XIV. WAIVER OF AGREEMENT

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XV. 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.

XVI. NO THIRD PARTY RIGHTS

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

XVII. 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.

XVIII. LIMITATON OF LIABILITY

Except for personal injury, death, willful and wrongful conduct, tortious conduct and gross negligence, Consultant's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONSULTANT (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONSULTANT PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

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

**CONSULTANT:
MOTOROLA SOLUTIONS, INC.**

By: [Signature] [CORPORATE SEAL]
Its: ~~MSSSI Vice President~~ Regional Services Mgr.

SIGNED, SEALED, AND DELIVERED in the presence of:

Witness: [Signature]
NOTARY PUBLIC: [Signature] [NOTARY SEAL]
My Commission Expires: 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:

36076
Federal Work Authorization User Identification Number

3/20/2007
Date of Authorization

Motorola Solutions, Inc.
Name of Contractor

E-911 Service Contract 2014-2015
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 1-31, 2014 in Acworth (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

DAVID SHERWELL
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 31 DAY OF January, 2014.

[Signature]
NOTARY PUBLIC EXPIRES
GEORGIA
NOTARY PUBLIC
My Commission Expires 12/31/2016
CHEROKEE COUNTY

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

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

73287
Federal Work Authorization User Identification Number

2-1-2008
Date of Authorization

Diversified Electronics
Name of SubContractor

E-911 Service Contract 2014-2015
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 January 30, 2014 in Forest Park (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Chris Thornton V.P.
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30 DAY OF JAN., 2014.

Yolonda Wimbush
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: September 1, 2015

YOLONDA WIMBUSH
NOTARY PUBLIC
PIKE COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 1, 2015



Cherokee County, Georgia Agenda Request

SUBJECT: Purchase of Utility Tractor

MEETING DATE: 2/4/2014

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration to Award Purchase of Utility Tractor to low bidder Mason Tractor & Equipment in the total amount of \$21,815.88 Using Park Bond Funds

FACTS AND ISSUES:

Cherokee County issued RFB #2014-16 on 12/20/13. Bids were opened on 1/15/2014 at 2:00 PM. Ten (10) bids were received. One bid, Franklin Tractor, was rejected because the tractor did not meet the minimum specifications as stated in the RFB; therefore there were a total of nine responsive bids. The nine bids quoted three different makes (John Deere, Kubota and New Holland) and four different models.

The lowest responsive bidder, Mason Tractor & Equipment in Cumming GA, meets the minimum specifications. After reviewing the bids, CRPA staff test drove both the Kubota and John Deere models quoted. Based on the review of the bids and the results of the test drive, staff recommendation is to award the bid to the lowest responsive bidder, Mason Tractor & Equipment in Cumming GA for the purchase of a Kubota model MX5100 HST utility tractor.

Mason Tractor & Equipment was the lowest responsive bid at \$21,815.88. The average bid price of the responsive bidders is \$28,406.98. Attached is a summary of the bids prepared by Procurement. No local companies responded to the RFB. The funds are budgeted in FY2014 as part of equipment purchases under the Parks Bond.

BUDGET:

Budgeted Amount: \$188,639
Amount Encumbered: \$0
Amount Spent to Date: \$0
Amount Requested: \$21,815.88
Remaining Budget: \$166,823.12

Account Name: Parks Bond – Park Equipment
Account #: 36180000-542100-PR002

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes No

Note: Contracts (Other than County’s Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of Purchase of Utility Tractor to low bidder Mason Tractor & Equipment in the total amount of \$21,815.88 Using Park Bond Funds

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Procurement Summary

Date Submitted: 24-Jan-14
Submitted by: Kristi Thompson
PSA Number: 2014-16
Value of Contract: \$21,816
Period of Performance: 45 days
Supplier Name: Mason Tractor & Equipment
General Description: Utility Tractor for CRPA
Source of Funds: Parks Bond - Project PR002

Contract Information

Proposed Contract Type

	Standard Professional Services Agreement
	PSA with Exceptions Approved by Counsel
	Supplier Agreement Approved by Counsel
X	Standard Purchase Order

Formal Advertised Procurement: Yes X No*

Number of Bidders Contacted / Number of Bids Received: 3 | 9

Supplier Selection Based on:

	Only One Bidder
X	Lowest Bidder
	Lowest Evaluated Bidder
	Highest Proposal Scoring
	Other*

Weight	Evaluation Criteria
X	Price
	Service Plan / Delivery Timing
	Equipment Capabilities
	Quality Assurance Program
	Transition Plan

If Award to Non-County Business:
(If Applicable)

X	No Cherokee County Business submitted bid/proposal
	CC Business bid/proposal was non-responsive/not-responsible
	CC Business not within 5% of Low Bid (for consideration)
	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
	\$ 21,815.88	Mason Tractor & Equipment	Cumming, GA	Kubota MX5100 HST
	\$ 22,784.00	Lashley Tractor Sales	Lithonia, GA	Kubota MX5100 HST
	\$ 25,443.00	Lashley Tractor Sales	Lithonia, GA	New Holland Boomer 47
	\$ 27,032.00	Fudges Freight Brokerage	Oakleaf, TX	Kubota MX5100 HST
	\$ 29,196.28	Snead Ag & Supply	Jasper, GA	John Deere 4520
	\$ 30,247.08	Atlanta Kubota	Marietta, GA	Kubota L6060 HST
	\$ 30,966.60	Snead Ag & Supply	Jasper, GA	John Deere 4720
	\$ 33,415.00	Augusta Turf & Tractor	Augusta, GA	John Deere 4720
	\$ 34,763.00	Fudges Freight Brokerage	Oakleaf, TX	John Deere 4520
NON RESPONSIVE		Franklin Tractor	Cartersville, GA	McCormick X10.50 H-4

Fair Price Determination:

Method	Price Analysis Type
X	Lowest Bidder
	Lowest Evaluated Bidder
	Best Pricing Among Comparable Features / Suppliers
	Market Analysis or Market Pricing
	State Contract Pricing
	Other, see attached price analysis.

Important Price Evaluation Notes: Low price = \$21,815.88
 Average price = \$28,406.98
 High price = \$34,763
 Savings over average = \$6,591.10
 Savings over high price = \$12,947.12

Why Other Than Low Bidder Selected:
(If Applicable)

*Notes:



Cherokee County, Georgia Agenda Request

SUBJECT: Hobgood Park Site Amenities

MEETING DATE: 02/04/2014

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration to award purchase of site amenities for Hobgood Park through PSA 2013-28 from Bliss Products using Park Bond Funds

FACTS AND ISSUES:

In April 2013 Cherokee County issued RFB 2013-28 for a one year agreement for the purchase of assorted park site amenities. Bliss Products was awarded the bid in June 2013. This particular purchase includes bleachers, trash receptacles, benches and picnic tables for Hobgood Park to be installed in conjunction with the renovations at Hobgood Park scheduled to be complete within 45 days. Attached is a summary of the items for purchase. The funds intended for this purchase are Park Bond funds included in the overall project.

BUDGET:

Budgeted Amount:	\$45,000	Account Name: Parks Bond – Hobgood Park
Amount Encumbered:	\$0	Account #: 36180000-542100-PR002
Amount Spent to Date:	\$0	
Amount Requested:	\$41,378.28	
Remaining Budget:	\$3,621.72	

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
 Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
 Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of purchase of site amenities for Hobgood Park through PSA 2013-28 from Bliss Products using Park Bond Funds.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: Bryan Reynolds

COUNTY MANAGER: _____



Bliss Products and
Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **28088**
Sales Rep: Joseph Sibley
joseph@blissproducts.com

**Cherokee County Parks
& Recreation**

Date 01-27-2014

Project Ultrasite &
bleachers

Bill To

Cherokee County Parks & Recreation
7545 Main Street
Building 200
Woodstock, GA, 30188
T: (770) 924-7768

Ship To

Cherokee County Parks & Recreation
610 Drew Cameron Drive
Woodstock, GA, 30188

Contact

Michael Braantley
Director

Approximate Ship Date

Ship Via

Terms

Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
NRS	NB-0315ASTD	3 Row 15" Alum. bleacher	4	\$653.00	2,612.00
NRS	NB-0321ASTD	3 Row 21" Alum. bleacher	8	\$908.00	7,264.00
ULT	P238-P6	6' extra heavy duty table, perforated , Powder coated frame GREEN W/BLACK FRAME	10	\$604.00	6,040.00
ULT	P238H-P8	8' double sided extra heavy duty ADA table, perforated, powder coated frame GREEN W/BLACK FRAME	4	\$648.00	2,592.00
ULT	Tex-32	32 Gallon trash receptacle, Diamond, thermoplastic coated, portable 4 BLUE 4 GREEN	8	\$183.00	1,464.00
ULT	TEX-55	55 Gallon trash receptacle, Diamond Thermoplastic coated, portable 16 BLUE 20 GREEN	36	\$197.00	7,092.00
ULT	RT-32	32 Gallon round top lid BLACK	8	\$70.50	564.00
ULT	Dt-55	55 Gallon square dome lid. BLACK	42	\$102.00	4,284.00
ULT	PI-32	32 gallon plastic liner BLACK	8	\$30.66	245.28
ULT	PI-55	55 Gallon plastic liner BLACK	42	\$42.50	1,785.00

Vendor	Part #	Description	Qty	Unit Price	Extended Price
ULT	TEX-55	55 Gallon trash receptacle, Diamond, Thermoplastic, inground GREEN	6	\$231.00	1,386.00
ULT	P940P-P6	6' bench w/back 2" x 12" planks inground, perforated, powder coated frame	4	\$337.50	1,350.00
Note:		Powder coating on bleacher seat only 15' add \$345.00 per unit 21' add \$540.00 per unit			

Sub Total \$36,678.28

Freight 4,700.00

Taxable Subtotal \$41,378.28

Tax 0.00

Financing as low as
\$959.98 / month may be
available pending credit
approval.

Grand Total \$41,378.28

Quote valid for 30 days unless otherwise noted.

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

Complete Terms and Conditions can be found at BlissProducts.com/termsandconditions.html



Cherokee County, Georgia Agenda Request

SUBJECT:

MEETING DATE: 04 February 2014

SUBMITTED BY: Amy Turcotte

COMMISSION ACTION REQUESTED:

Request the approval and execution of a Professional Services Agreement authorizing the use of Evidence Based Associates pursuant to a grant provided by the Governor's office to provide counselling services to youth at the direction of the Cherokee County Juvenile Courts.

FACTS AND ISSUES:

The grant provided requires the use of programs that are evidence based and the service provider was recommended by the Governor's office based on their successful dealings in other counties. The contract allows for an average of 11 families to be helped based on a daily payment rate of \$53.07.

The content of the work is labor, working directly with the impacted youth and their families. It utilizes proprietary strategies and copyrighted materials to effect changes in behavior through a focused and concentrated approach. The program has a documented improvement rate as required by the terms of the grant.

BUDGET: * Utilizing GOCF Grant Funds total = \$ 86,843.00

Budgeted Amount: \$52,543.00

Account Name: Juvenile Probation Supervision Fees

Amount Encumbered: n/a

Account #: * have 1st \$25,000 deposit

Amount Spent to Date: \$0

Amount Requested: \$0

Remaining Budget: all

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

Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.

Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Request the approval and execution of a Professional Services Agreement authorizing the use of Evidence Based Associates pursuant to a grant provided by the Governor's office to provide counselling services to youth at the direction of the Cherokee County Juvenile Courts.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Applicant Agency: Bridging the Gap - Cherokee County on behalf of Juvenile Court
SFY14: APPROVED BUDGET SUMMARY (10% Indirect Costs Cap)

PERSONAL SERVICES: Enter monthly cost per position. Enter %FTE (full time equivalent applied grant) then enter number of months. Worksheet will auto calculate "Total Budget" based on FTE and number of months.					GOCF Grant	Other Funds	Total Funds
Position Title	MONTHLY COST			ENTER	Total	Total	Total
	Total Wages Earned	Taxes & Benefits	% FTE (Enter as decimal)	X Number of Months			
1. Court Program Manager (41% fringe)	3,416	1,400	0.14	12	0	8,000	8,000
2.					0	0	0
3.					0	0	0
4.					0	0	0
5.					0	0	0
Sub-Total					0	8,000	8,000
REGULAR OPERATING: For travel include title of position traveling.					GOCF Grant	Other Funds	Total Funds
Description					Total	Total	Total
1.	Materials for 7 Challenges Workbooks/Journals 20 youth				1,400		1,400
2.	Unfunded Service Fees for Court Supervision/7 Challenges 20 youth @ \$500 per youth for program				10,000	0	10,000
3.	7Challenges Licensing Fee				10,900	0	10,900
4.	Travel for Training on 7 Challenges				3,000	0	3,000
Sub-Total					25,300	0	25,300
EQUIPMENT: Individual cost >\$1,500 and is required to be on grantee agency inventory. Under purpose include title of position using the equipment.					GOCF Grant	Other Funds	Total Funds
Purpose	Description				Total	Total	Total
1.					0	0	0
Sub-Total					0	0	0
IT EXPENDITURES: Individual IT cost >\$1,500 and is required to be on grantee agency inventory. Under purpose include title of position using the IT equipment.					GOCF Grant	Other Funds	Total Funds
Purpose	Description				Total	Total	Total
1.					0	0	0
Sub-Total					0	0	0
REAL ESTATE RENTALS: Under purpose enter title of positions using real estate rental. Under description enter sq. ft. X \$ per sq.ft. (other facility cost indicate type of expense and monthly cost x number of months).					GOCF Grant	Other Funds	Total Funds
Purpose	Description				Total	Total	Total
1.	Group Room	Community group room space for 7 Challenges Program- hosted at Focus- N/c			0	5,000	5,000
Sub-Total					0	5,000	5,000
CONTRACTUAL SERVICES: Under purpose enter name of consultant/contractor. Under description enter summary of service to be provided by consultant/contractor.					GOCF Grant	Other Funds	Total Funds
Purpose	Description				Total	Total	Total
1.	EBA	FFT Therapy for 11 Families @ \$4776.68 per family			52,543		52,543
2.	MHC	30 mental health assessments @ \$300 per family			9,000		9,000
Sub-Total					61,543	0	61,543
VOICE / DATA COMMUNICATIONS: Under purpose include title of position using voice / data communications.					GOCF Grant	Other Funds	Total Funds
Purpose	Description				Total	Total	Total
1.					0	0	0
Sub-Total					0	0	0
TOTAL: ALL BUDGET CATEGORIES					86,843	13,000	99,843
					GOCF Grant	Other Funds	Total Funds

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 28th day of January, 2014, 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 Evidence Based Associates, LLC, a Professional Services, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Juvenile Justice 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

Evidence Based Associates, LLC, ("EBA") shall provide Functional Family Therapy to youth in Cherokee County, Georgia.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of Providing Functional Family Therapy to juveniles within Cherokee County, GA.

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 30 June 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 \$52,543.48, which shall be billed monthly at a rate of \$53.07 per day per youth/family served. It is estimated that up to 11 youths/families will be served, except as outlined in Section II(C) above.

C. Does Not Apply

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

Terri Barnes 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) Consultant shall maintain and require its employees and subcontractors that are associated with this Agreement to maintain a minimum level of Comprehensive Automobile Liability (owned, non-owned, hired) in the

amount of \$250,000 (two hundred and fifty thousand 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-N/A

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

B. County's Representative

Amy Turcotte 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 thirty (30) 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 if required, 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 Amy Turcotte for the County and Terri Barnes 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:

Procurement Director
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Terri Barnes
Address: 2436 Steinbeck Lane, Powder Spring, GA. 30127
Phone: 770.990.6046
Email: tbarnes@ebanetwork.com

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:

D L Edwards

By: DANIEL L. EDWARDS
Its: PRESIDENT

[CORPORATE SEAL]

N/A

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness *[Signature]*

Notary Public

[NOTARY SEAL]

My Commission Expires:
09/30/2017

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:

340839
Federal Work Authorization User Identification
Number

7/5/2010
Date of Authorization

Evidence-Based Associates
Name of Contractor

Juvenile Justice Grant Services
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

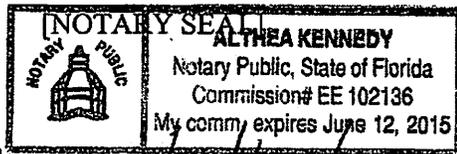
Executed on Jan, 29, 2014 in Oviedo (city),
FL (state).

Nicole Janer
Signature of Authorized Officer or Agent

Nicole Janer, Project Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 29 DAY OF

January, 2014.
[Signature]
NOTARY PUBLIC



My Commission Expires 6/12/15

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"

[No key personnel identified pursuant to Section IV(O).]

EXHIBIT D

Evidenced Based Programs will be chosen from the following list:

- **Functional Family Therapy (FFT)** is cited in multiple lists, most notably by the Blueprints for Healthy Youth Development of the Center for the Study and Prevention of Violence, Crime Solutions of the United States Department of Justice, the Washington State Institute of Public Policy and others as one of only a few research proven programs for reducing juvenile delinquency and improving youth and family outcomes. FFT focuses on treating youth aged 11-18 ranging from at-risk preadolescents to youth with very serious problems such as conduct disorder. Treatment duration is approximately 1-3 sessions a week for 3-4 months; home-based; and scheduled during the day or evenings as convenient for families.

Case Rates are provided as follows. (These rates are subject to adjustment on a yearly basis in accordance with the Consumer Price Index or another adjustment factor agreed by the parties).

FFT – 90 day treatment = \$4,776.68 /case billed at \$53.07 per day.

a. Program Referrals and Intake

EBA and Cherokee County (the Partners) commit to establishing program referrals and intake procedures consistent with the parameters and requirements of the evidence-based program selected within 90 days of contract execution. The Partners also commit to developing:

- Detailed description of how the DJJ Detention Assessment Instrument (DAI) and the Pre-Disposition Risk Assessment will be utilized to ensure consistency and uniformity in decision-making
- Training for Court intake officers so they can appropriately explain these services to parents, and development of a standardized written consent form that must be obtained from all caregivers to refer youth to these services.

Staffing

a. Staff Roles and Responsibilities

EBA will assign a part-time EBA project manager who will serve as an extension of the court to ensure strict adherence to each of the selected program's established protocols.

The EBA Project Manager is responsible for:

- Providing overall project oversight and management with a rigorous focus on meeting or exceeding expected outcomes

- Facilitating stakeholder collaboration and management to ensure continuous buy-in and support for the diversion initiative and evidence based services
- Ensuring an adequate number of referrals and point in time utilization of slot capacity for all provider agencies, and working with the Court as needed to resolve referral issues
- Overseeing the procurement, hiring, orientation, training, model adherence, administrative management, and accountability of all provider agencies and clinical teams, and sharing outcome data and improvement plans with key stakeholders.

b. *Staff Orientation and Training*

All evidence based program therapists, supervisors and facilitators will receive required initial and ongoing training in the models from the respective national dissemination organizations to ensure model adherence. EBA will broker this training for all selected service providers, and engage in additional provider readiness, technical assistance, and support activities to ensure provider effectiveness, including:

- At contract inception, EBA will send all providers an organizational checklist that includes all administrative, programmatic, and purchasing requirements for model implementation with an associated timeline, and oversee adherence to this timeline
- Meet with the agency executive directors to review and approve their plans for integrating the new teams into their organization, and establishing the appropriate structures and organizational culture needed to support model adherence
- Assist and oversee the hiring of all supervisors and facilitators, and implement **EBAassets™** to help providers recruit and retain staff more effectively
- Monitor model adherence and case outcomes, and work with national evidence based program consultants and providers to implement ongoing training and technical assistance to address improvement needs.

EXHIBIT E

Goals, Objectives, and Evaluation

a. Program Goals

The program goals for this diversion initiative include:

1. Reduce felony commitments to Department of Juvenile Justice and STP sentences.
2. Increase the use of evidence-based practices as community-based alternatives to detention and residential placement
3. Reduce the recidivism rate of youth involved with the juvenile justice system
4. Reduce annual secure detention admissions and rate of admissions.
5. Reduce annual secure confinements and rate of confinements.
6. Demonstrate a cost-savings through the provision of research-informed, community-based services to youth in the juvenile justice system
7. Develop a more research-informed, data-driven juvenile justice system focused on the rigorous monitoring and continuous quality improvement of public safety, youth, and family outcomes

b. Program Objectives

The specific program objectives for this diversion initiative include:

1. 15% reduction in the number of annual felony commitments and STP sentences.
2. 15% reduction in the number of annual secure confinements
3. 15% reduction in the number of annual secure detention admissions
4. At least 60% of youth completing services will not re-offend as calculated using the CJCC's recidivism definition
5. Recidivism rates for evidence based services will be at least 20% lower within 6 month of treatment completion than the recidivism rates of a comparison group of youth 6 months after leaving detention or DJJ confinement
6. Calculate and report the cost savings associated with the evidence based diversion initiative compared to the significantly greater cost of detention or confinement.

Procurement Summary

Date Submitted: 17-Jan-14
Submitted by: Dale Jordan
PSA Number:
Value of Contract: \$ 52,543.48
Period of Performance: 22-January 2014 - 30-June 2014
Supplier Name: Evidence Based Associates
General Description: Providing Therapist for Juvenile Court
Source of Funds: Grant from Governor's Office

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
<input type="checkbox"/>	Other Approved Form

Formal Advertised Procurement:

Yes	
-----	--

No*	<input checked="" type="checkbox"/>
-----	-------------------------------------

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*
	* Preferred by Governor's Office

Weight	Evaluation Criteria
	Price
	Service Plan / Delivery Timing
	Business/References
	Quality Assurance Program
	Transition Plan

If Award to Non-County Business:
 (If Applicable)

<input 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
	\$ 52,543.48	Evidence Based Associates		
	990 Days of billing @ \$53.07			

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 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: See attached cost analysis. Almost entirely labor content. Rates appear reasonable based on the time estimate of providing the Funtional Family Therapy™ approach to working with a client load as determined by the Juvenile CC Court system. It was estimated that to serve 11 clients would average of 90 days, billing was broken down by the day and will be managed on a not to exceed 990 days (11x90).

Why Other Than Low Bidder Selected: N/A
 (If Applicable)

***Notes:**

See attached email from Governor's office indicating the recommendation and previous success EB-A has had for other counties. Also see the further investigation done by the Purchasing Director that did not identify another FFT provider in the CC area.

Dale Jordan

From: Savannah Shadburn
Sent: Wednesday, January 15, 2014 10:56 AM
To: Dale Jordan
Subject: FFT salary

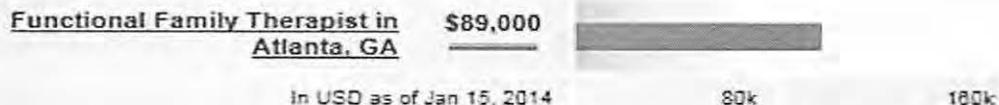
Based on what I could find... it seems like the range should be \$40k - \$50k; however, I did find a hit (#4 below) that showed atlanta specific salaries at around \$89k. I was not able find anything else to support this site.

Googled: salary range for functional family therapist; functional family therapist salary; functional family therapist job opening; functional family therapist Atlanta ga

1. \$40k - \$44k
 - a. Glassdoor.com
2. \$25k - \$75k; med \$46k
 - a. Money.usnews.com
 - b. A marriage and family therapist earns around \$46,240, a mid-range salary compared to some other social services jobs. Professionals who do similar work, such as mental health counselors or substance abuse counselors, take home less in a year. Clinical social workers and school psychologists tend to earn more than marriage and family therapists, however.
3. \$40.5k
 - a. Evidencebasedassociates.com
 - b. **Functional Family Therapist - (www.fftinc.com) for Grace Harbour, Inc. in Lagrange www.graceharbour.net for youth and families in the Troup county area.**

If you possess superior interpersonal and communication skills, desire to work in a supportive environment with constructive oversight, and are passionate about serving youth in the delinquency system, and their families, in their homes, we want you! Experience in family systems therapy or behaviorally-based marital and substance abuse treatment therapy preferred. Master's in a mental health field or related field preferred. Full time job with competitive benefits. Base salary \$40,500

4. \$89k
 - a. Indeed.com



Average Functional Family Therapist salaries for job postings in Atlanta, GA are 18% higher than average Functional Family Therapist salaries for job postings nationwide.

5. \$40k - \$45k
 - a. Careerbuilder.com this was under a bilingual posting...
 - Salary for Fully Licensed Therapist; \$40,000 - \$45,000 per year.
 - a. • Salary for an Associate Licensed Therapists; \$32,000 - \$36,000.

Thanks!

Savannah Shadburn

Procurement & Risk Management
Cherokee County Board of Commissioners

1130 Bluffs Pkwy - Canton, GA 30114
Phone: 678-493-6033 Fax: 678-493-6035

Please visit our website for current Bids & RFPs!

Job Title:

FFT Therapist
(5763,5764,5765)

Employer:

Community
Solutions

City:

Atlanta, GA

FFT Therapist (5763,5764,5765)
Atlanta, GA
3 positions available, full time.

EEO/AA Employer, M/F/D/V
Description:

GENERAL FUNCTION: Provide FFT, direct care services, to clients in a home-based setting.
Duties:

Provide emergency and/or crisis intervention and counseling as deemed necessary.
Develop initial assessments of client needs.
Provide group, individual, and family counseling in accordance with the clients needs.
Engage in on-going review of clinical service plans and modify as necessary.
Inform referral source in the development of treatment and discharge plans, as well as compliance.
Coordinate, in conjunction and collaboration with program case manager, in community based provision of clinical services.
Provide assistance and guidance to program staff regarding individual treatment or service plan implementation.
Act as a resource on client treatment issues for Program Director.
Recommend program discharges and coordinate in accordance with Agency and referral source policies.
Work with Program Director and Agency Senior Managers in the area of community education, promotion and marketing of Agency programs and services to relevant professional agencies, associations, companies and individuals.
Participate in community civic groups or advisory committees, training sessions and community presentations/speaking engagements as assigned.
Assist in the development and implementation of program quality assurance, monitoring, evaluation and research.
Attend weekly meetings and agency-wide meetings.
Complete all client-related CSI and FFT documentation, maintaining accurate client files, including the CSS. Maintain client files confidentiality and accuracy at all times.
Maintain professional speech, dress, and interaction with Agency and referral sources.
Complete critical event reports as required.
On-call availability to staff and program as assigned.
If applicable, ensure collection of urine samples and completes related paper work and breathalyzer testing as required by contract.
Maintain a working knowledge of and abide by the Agencys programs, policies, and procedures. Provide requested weekly documentation, as per their deadlines, to Agency staff and supervisor
Perform all other duties as assigned by the supervisor.

Qualifications:

A Master's Degree in Social Work or related field is preferred. A Bachelor's Degree in Social Work or a related field is required, with at least two years of experience in the fields of substance abuse and/or mental health including experience with adolescent or criminal justice populations. Possess knowledge of and adherence to standards of confidentiality, and, if applicable, Department of Public Health and Addiction Services regulations, Title XIX, CHAMPUS, Medicare/Medicaid and Managed Care.

Memorandum

02 January 2014

To: Procurement File

From: Dale Jordan

Subject: Single Source Determination

Regarding: Family Functional Therapy Provided by Evidence Based Associates (EBA)

Pursuant to the recommendation by the Governor's office that is responsible for the grant that was provided to implement certain Evidence Based Practices, it is my finding that at this time Evidence Based Associates is the only qualified provider of FFT's that can service Cherokee County. This conclusion is based on the fact that the recommendation of EBA came directly from the Granting Authority, the success that the Governor's office indicated that EBA has had in quickly implementing these Practices in other counties and the research that the only other potential candidates* were according to their web-sites either oriented toward different EBP's that are not under consideration by the County (based on the Grant requirements) or did not mention EVP's. The Grant requires the use of EBP's and has a web-site that provides the technologies and providers that are acceptable (www.crimesolutions.gov).

Visiting FFT's web-site indicated that there were over 200 locations in the US providing FFT and none were actually stationed in Georgia.

*In a conversation regarding EBS available providers the following two organizations were listed as potential candidates:

Georgia Mentor – Only mentions Multi-Systems Therapy as an EVP.

Youth Village – Atlanta – A Foster Care based business that does not mention EBP's

Dale Jordan

From: Amy Turcotte
Sent: Wednesday, December 18, 2013 2:38 PM
To: Dale Jordan
Subject: FW: FFT and EBA, LLC

Importance: High

Please see the endorsement from GOFC regarding FFT. Thank you!

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

From: Vignati, Joe [<mailto:Joe.Vignati@children.ga.gov>]
Sent: Wednesday, December 18, 2013 2:33 PM
To: Amy Turcotte; Wolf, Samantha
Subject: RE: FFT and EBA, LLC
Importance: High

Amy,

Evidence Based Associates, EBA has been recognized by the Governor's Office as a preferred provider of these services to juvenile courts in Georgia for the initial grant year.

This can be confirmed via a phone call with Thomas Worthy, Deputy Executive Counsel for Governor Deal (404) 651-7715.

We have a number of other counties currently contracting for these services with EBA.

These include:

- Dougherty
- Clay (including the Pataula Circuit- Randolph, Terrell, & Quitman)
- Coweta
- Muscogee
- Rockdale
- Troup

I hope this is helpful information for your county procurement person.

Sincerely,

Joe Vignati

Joe Vignati
Administrator,
Justice Division
Governor's Office For Children and Families
7 Martin Luther King Jr. Drive
Suite 351
Atlanta, GA. 30334
Direct: (404) 656-5183
Fax: (404) 656-5601
Joe.Vignati@children.ga.gov

www.children.ga.gov

[See my vizify bio!](#)



JOE VIGNATI

[*Please visit our Juvenile Justice Data Clearinghouse!](http://juveniledata.georgia.gov)

<http://juveniledata.georgia.gov>

From: Amy Turcotte [<mailto:aturcotte@cherokeega.com>]
Sent: Wednesday, December 18, 2013 2:20 PM
To: Wolf, Samantha
Cc: Vignati, Joe
Subject: FFT and EBA, LLC

Our Cherokee County Procurement person is in process of putting together the PSA, Purchase of Service Agreement for Clay Yeager's group, Evidence Based Associates, LLC. They have a policy of sending certain contract dollar amounts out for bid before awarding. For obvious reasons, we do not have a list of FFT providers to send out for bid, and as I was explaining this to them they asked if I could get an endorsement from you that we have been made aware of FFT through the GOCF and other counties who are currently contracting with EBA. Would you be able to send me a positive endorsement of EBA and that you had referred them to help us? Sorry. This is way more complicated than I had thought or hope. Getting closer!

Amy Turcotte
Program Manager/Intake Officer
Cherokee County Juvenile Court
90 North Main Street, Suite 310
Canton, GA 30114

Phone: 678-493-6253 Fax: 678-493-6255
aturcotte@cherokeega.com

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Insurance provided by the Company designated below

**FEDERATED NATIONAL INSURANCE COMPANY
COMMERCIAL LIABILITY POLICY
POLICY DECLARATIONS**

POLICY NUMBER: HM-000008504-00

<u>Named Insured and Mailing Address:</u> EVIDENCE BASED ASSOCIATES, LLC 411 MERIDIAN PL TALLAHASSEE, FL 32303 (855)661-6116	<u>Producer Name and Address:</u> LEGACY INS SOLUTIONS, LLC 3500 FINANCIAL PLAZA 4TH FLOOR TALLAHASSEE FL 32312 (850)894-2333 (850)894-2139 Producer Code: 23697
Insured is: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Association	
Business of Insured: CONTRACT ADMINISTRATION AND CONSULTING	
Policy Period: This policy is in force from <u>01/03/2014</u> to <u>01/03/2015</u> at <u>12:01:00 A.M.</u> at your mailing address shown above.	
These Declarations, together with the Common Policy Conditions, and the General Liability Coverage Part (which consists of coverages forms and endorsements, if any, issued to form a part of it) complete the policy.	
LIMITS OF INSURANCE	
General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit.....	INCLUDED
Personal & Advertising Injury Liability Limit.....	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$100,000
Medical Expense Limit (Any One Person).....	\$5,000



Cherokee County, Georgia Agenda Request

2.9

SUBJECT: Firewall Hardware and Software Contract MEETING DATE: Tuesday, February 04, 2014

SUBMITTED BY: Brian Robison

COMMISSION ACTION REQUESTED:

Award County's standard Professional Services Agreement to Virtual Graffiti in the amount of \$77,459.69 for three years of Firewall hardware and software subscription and maintenance.

FACTS AND ISSUES:

This procurement is limited in competition, as the Sophos equipment that the County uses can only be maintained through a Sophos brand representative. Initially, this procurement was for one (1) year of service; however the representative providing the lowest quote offered additional savings by entering into a three (3) year agreement. The County will be paying a service fee for two (2) years and will be receiving three (3) years of hardware maintenance and software subscriptions keys. This hardware and software services all county departments.

Three (3) Sophos brand representatives were contacted for quotes:

1 Stop Computer Shop	\$46,108.00	estimated 3 year:	\$88,126.24
Secured Retail	\$45,143.00	estimated 3 year:	\$86,855.23
Virtual Graffiti	\$35,194.00	actual 3 year:	\$77,459.69

A detailed price analysis of the savings allowed by this Agreement and the Procurement Summary are attached. Payment will be split \$38,432.00 in FY 2014 and \$39,027.65 in FY 2015.

BUDGET:

Budgeted Amount: \$36953.70	Account Name: Communications
Amount Encumbered: \$21245.00	Account #: 11535000-523200
Amount Spent to Date: \$10134.89	
Amount Requested: \$38432.00	
Remaining Budget: \$37970.11	

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
 Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
 Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Award County's standard Professional Services Agreement to Virtual Graffiti in the amount of \$77,459.69 for three years of Firewall hardware and software subscription and maintenance.

REVIEWED BY:

DEPARTMENT HEAD: _____ *Evando Nya*

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Procurement Summary

Date Submitted: 20-Jan-14
Submitted by: Dale Jordan
PSA Number: N/A
Value of Contract: \$ 77,459.69
Period of Performance: 22-Dec 2014 - 14-Sep 2017
Supplier Name: Virtual Graffiti (Sophos Representative)
General Description: Hardware and Software Subscription Keys and Maintenance for 3 years.
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
<input type="checkbox"/>	Other Approved Form

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: 3 | 3

Supplier Selection Based on:

<input checked="" type="checkbox"/>	Only One Bidder
<input checked="" type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Highest Proposal Scoring
<input checked="" type="checkbox"/>	Other*

Weight	Evaluation Criteria
100%	Price
	Service Plan / Delivery Timing
	Business/References
	Quality Assurance Program
	Transition Plan

* Sophos Equipment Requires Sophos Maintenance

If Award to Non-County Business:
 (If Applicable)

<input checked="" type="checkbox"/>	No Cherokee County 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
Actual Bid	\$ 77,459.69	Virtual Graffiti (Sophos Representative)	Irvine, CA	Sophos
Estimated*	\$ 88,126.24	1 Stop Computer Shop	Houston, TX	Sophos
Estimated*	\$ 86,855.23	Secured Retail Networks	Irvine, CA	Sophos

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 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: Three bids from Sophos dealers were obtained for the annual access keys and maintenance of the hardware and software. Ultimately these were all from Sophos, as they control their distribution network. Once the low bidder was selected they indicated that they could provide even more savings with a two or three year arrangement. The three year deal was approximately two years of payments yielding a year at no additional cost to the County. See attached price analysis for the detailed pricing review.

Why Other Than Low Bidder Selected: N/A
 (If Applicable)

***Notes:**

This procurement started out as a one year arrangement that was competitive (at the distributor/Value Added Reseller level) that ended up a multiyear arrangement saving the County money.

Price Analysis for Sophos Support Contract

Reference	Description	1 Stop Computer Shop			Secured Retail Networks			Virtual Graffiti Winning Bid			Actual 3 Year Pricing (Virtual Graffiti)	
		Each	Annual	3 X Annual	Each	Annual	3 X Annual	Each	Total	3 X Annual	Each	Over 3 Years
FG421CTAA	Full Guard	\$ 8,351.00	\$ 25,053.00	\$ 75,159.00	\$ 8,250.00	\$ 24,750.00	\$ 74,250.00	\$ 6,536.00	\$ 19,608.00	\$ 58,824.00	\$ 11,793.00	\$ 35,379.00
PR421CFAA	Premium Support	\$ 1,140.00	\$ 3,420.00	\$ 10,260.00	\$ 1,140.00	\$ 3,420.00	\$ 10,260.00	\$ 1,140.00	\$ 3,420.00	\$ 10,260.00	\$ 2,850.00	\$ 8,550.00
FG521CTAA	Full Guard	\$ 14,697.00	\$ 14,697.00	\$ 44,091.00	\$ 14,350.00	\$ 14,350.00	\$ 43,050.00	\$ 11,502.00	\$ 11,502.00	\$ 34,506.00	\$ 20,746.00	\$ 20,746.00
PR521CFAA	Premium Support	\$ 1,948.00	\$ 1,948.00	\$ 5,844.00	\$ 1,948.00	\$ 1,948.00	\$ 5,844.00	\$ 1,948.00	\$ 1,948.00	\$ 5,844.00	\$ 4,869.00	\$ 4,869.00
NP221CTAA	Network Protection	\$ 695.00	\$ 695.00	\$ 2,085.00	\$ 680.00	\$ 680.00	\$ 2,040.00	\$ 544.00	\$ 544.00	\$ 1,632.00	\$ 1,043.00	\$ 1,043.00
PR521CFAA	Premium Support	\$ 295.00	\$ 295.00	\$ 885.00	\$ 295.00	\$ 295.00	\$ 885.00	\$ 295.00	\$ 295.00	\$ 885.00	\$ 737.00	\$ 737.00
Annual Quote			\$ 46,108			\$ 45,443			\$ 37,317			
							Lower than closest bidder		\$ 8,126			
							% Lower		18%			

Estimated 3 Years Price (Annual X 3)	\$ 138,324	\$ 136,329	\$ 111,951
Adjusted Amount of VG Price Reduction	\$ 88,126.24	\$ 86,855.23	\$ 71,324

Award to low bidder, Virtual Graffiti.

2013: \$ 35,194

Analysis without Coterm Adjustments	
% Below 3x Annual Rate	64%
Effective Annual Rate	\$ 23,774.57
Two Payments of Approx. (are less / year that winning 1 year deal)	\$ 35,662
Savings over 3 years:	\$ 40,627
This is effectively a buy one year, lock in second year and get the third year free.	

Price Analysis for Sophos Support Contract

Item #	Reference	Description	Virtual Graffiti Winning Bid				3 Years on a Year By Year		Coterm True-up Calculations	
			Price Was		Estimated 3 Year Pricing Is		New Pricing Is		Amt/Mes	Monthly
			Each	Total	Annual	Total three Years	Each	Over 3 Years		
1	FG421CTAA	Full Guard	\$ 6,536.00	\$ 19,608.00	\$ 19,608.00	\$ 58,824.00	\$ 11,793.00	\$ 35,379.00	\$ 11,793.00	
2	PR421CFAA	Premium Support	\$ 1,140.00	\$ 3,420.00	\$ 3,420.00	\$ 10,260.00	\$ 2,850.00	\$ 8,550.00	36	\$ 327.58
3	FG521CTAA	Full Guard	\$ 11,502.00	\$ 11,502.00	\$ 11,502.00	\$ 34,506.00	\$ 20,746.00	\$ 20,746.00	\$ 1,140.00	
4	PR521CFAA	Premium Support	\$ 1,948.00	\$ 1,948.00	\$ 1,948.00	\$ 5,844.00	\$ 4,869.00	\$ 4,869.00	12	\$ 95.00
5	NP221CTAA	Network Protection	\$ 544.00	\$ 544.00	\$ 544.00	\$ 1,632.00	\$ 1,043.00	\$ 1,043.00		
6	PR521CFAA	Premium Support	\$ 295.00	\$ 295.00	\$ 295.00	\$ 885.00	\$ 737.00	\$ 737.00		

Adjustments to Make Co-term										
7	FG420CTAA	Full Guard						\$ 327.00	\$ 4,251.00	
8	PR420CFAA	Premium Support						\$ 95.00	\$ 1,235.00	
9	NP2220CTAA	Network Protection						\$ 29.00	\$ 29.00	
10	PR220CFAA	Premium Support						\$ 25.00	\$ 25.00	
11		Delay Payment						\$ 595.65	\$ 595.65	
Totals				\$ 37,317.00	\$ 37,317.00	\$ 111,951.00	\$ 43,109.65	\$ 77,459.65		

\$ 71,324.00	Total without Coterm Adjustments
\$ 5,540.00	Coterm Adjustments
\$ 595.65	Split payment Fee
\$ 77,459.65	Total Deal

- Reference** Notes on Large Price Changes
- Item 7 Full Guard monthly coterm adjustments = the NEW annual rate for one year / 36 months (Is actually \$327.58).
 - Item 8 Premium support coterm adjustment is \$95, the previous annual rate of \$1,140 / 12 = \$95.
 - Item 9 Network support is the Network support quoted for 36 months broken down monthly (Is actually \$28.97, \$29 is the minimum charge from the manufacturer).
 - Item 10 Network premium support is a minimum of \$25 per month (close to the previously quoted annual rate / 12 months of \$24.58).

\$ 76,864.00	Total Deal - Split Payment Fee
\$ 38,432.00	1/2 Above
\$ 595.65	Add
\$ 39,027.65	Second Payment

Initial winning annual price	\$ 37,317.00
Virtual Graffiti Offered Multi-year Effective Annual Maintenance	\$ 23,774.67 Without Coterm
Virtual Graffiti Offered Multi-year Effective Annual Maintenance	\$ 25,819.88 (Including Coterm)

Actual Cash Flow	FY 2014	FY2015	FY2016	Total
As per Virtual Graffiti offer:	\$ 38,432.00	\$ 39,027.65	\$	\$ 77,459.65
If Annual and without Escalation (with Coterm)	\$ 39,163.67	\$ 39,163.67	\$ 39,163.67	\$ 117,491.00 Assumes Coterm adjustments over 3 years.
Impact by year	\$ 731.67	\$ 136.02	\$ 39,163.67	\$ 40,031.35 34.1%

Summary:
 VG won the initial quoting when requested for 1 year.
 VG later offered a three year deal that renewed everything for three years and adjusted all products to terminate on the same month.
 Given that the price went up only \$1,115 for first year, this was still much lower than the competition and allowed the locking in of costs for two years and no cost in the third, it was considered to be an attractive offer to the County.
 With this deal we receive the right to use the s/w for 3 years (the keys are provided upon initial payment) as well as on-going support until Sep-2017
 Strongly recommend the three year payment option as it does produce a return of 34.1%.

VIRTUAL GRAFFITI INC

QUOTE

9979 Mulrands Blvd, Irvine CA 92618
 www.VirtualGraffiti.com | Sales@VirtualGraffiti.com
 Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: 80319
 Date: 01/03/2014

Customer
 Cherokee County BOC - Accounts Payable
 1130 Bluffs Parkway
 Canton GA 30114
 USA

CHEROKEE CTY. DATA PROCESSING
 1130 Bluffs Parkway
 Canton GA 30114
 USA

Customer ID: 69586

Salesperson: Howard Sackstein
 Shipping Method: Electronic Fulfillment (Email)

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
3	FG423CTAA	UTM 425 FullGuard - Net/Web/Email/Webserver/Wireless - 36 MOS - RENEWAL	\$ 11,793.00	\$35,379.00
3	PR423CFAA	UTM 425 Premium Support - 36 MOS - RENEWAL	\$ 2,850.00	\$8,550.00
<i>153095 - Justice Center UTM425 cluster - expires around 4/14 - Full Guard with Premium</i>				
<i>271144 - Public Safety UTM425 cluster - expires around 5/14 - Full Guard with Premium</i>				
<i>370359 - Tax Campus UTM425 cluster - expires around 5/14 - Full Guard with Premium</i>				
5	FG420CTAA	UTM 425 FullGuard - Net/Web/Email/Webserver/Wireless - 1 MOS EXT	\$ 327.00	\$1,635.00
5	PR420CFAA	UTM 425 Premium Support - 1 MOS EXT	\$ 95.00	\$475.00
<i>5 Months add on to cotermin: 153095 - Justice Center UTM425 with the 9/14/2017 date</i>				
4	FG420CTAA	UTM 425 FullGuard - Net/Web/Email/Webserver/Wireless - 1 MOS EXT	\$ 327.00	\$1,308.00
4	PR420CFAA	UTM 425 Premium Support - 1 MOS EXT	\$ 95.00	\$380.00
<i>4 Months add on to cotermin: 271144 - Public Safety UTM425 cluster with the 9/14/2017 date</i>				
4	FG420CTAA	UTM 425 FullGuard - Net/Web/Email/Webserver/Wireless - 1 MOS EXT	\$ 327.00	\$1,308.00
4	PR420CFAA	UTM 425 Premium Support - 1 MOS EXT	\$ 95.00	\$380.00
<i>4 Months add on to cotermin: 370359 - Tax Campus UTM425 cluster with the 9/14/2017 date</i>				
1	FG523CTAA	UTM 525 FullGuard - Net/Web/Email/Webserver/Wireless - 36 MOS - RENEWAL	\$ 20,746.00	\$20,746.00
1	PR523CFAA	UTM 525 Premium Support - 36 MOS - RENEWAL	\$ 4,869.00	\$4,869.00
<i>531373 - new Bluffs UTM525 cluster - expires 9/14 - Full Guard with Premium</i>				
1	NP223CTAA	UTM 220 Network Protection - 36 MOS - RENEWAL	\$ 1,043.00	\$1,043.00
1	PR223CFAA	UTM 220 Premium Support - 36 MOS - RENEWAL	\$ 737.00	\$737.00
<i>84418 with Network protection and premium support. 220 with network and premium</i>				
1	NP220CTAA	UTM 220 Network Protection - 1 MOS EXT	\$ 29.00	\$29.00
1	PR220CFAA	UTM 220 Premium Support - 1 MOS EXT	\$ 25.00	\$25.00
<i>1 Month add on to 84418 with Network protection and premium support. 220 with network and premium to get to 9/14/2017 date</i>				

Quotation Valid Until: 02/03/14

RETURN POLICY: All Returns must meet all applicable criteria listed in our Return Policy found at <http://www.VirtualGraffiti.com/return-policy.htm>. For approval please contact the sales representative listed on this invoice.

- * All Claims for shortage, damaged or shipping errors must be made within 3 days of receipt.
- * All sales have a 30 day return period unless noted otherwise.
- * No cash refunds.
- * Non-defective items returned subject to 15% restocking fee.

- * Warranties void if labels removed or tampered with.
- * Returns must include all original packaging and include all accessories & documentation.
- * All software and license downloads are not returnable. All sales are final when software has been registered, activated or used.

VIRTUAL GRAFFITI

QUOTE

9979 Muirlands Blvd, Irvine CA 92618
 www.VirtualGraffiti.com | Sales@VirtualGraffiti.com
 Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: 80319
 Date: 01/03/2014

Customer
Cherokee County BOC - Accounts Payable
 1130 Bluffs Parkway
 Canton GA 30114
 USA

CHEROKEE CTY, DATA PROCESSING
 1130 Bluffs Parkway
 Canton GA 30114
 USA

Customer ID: 69586

Salesperson: Howard Sackstein
 Shipping Method: Electronic Fulfillment (Email)

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	VG-Finance-DPC	Delayed Payment Charge	\$ 595.69	\$595.69

Quotation Valid Until: 02/03/14

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VIRTUAL GRAFFITI INC

QUOTE

9979 Muirlands Blvd, Irvine CA 92618
 www.VirtualGraffiti.com | Sales@VirtualGraffiti.com
 Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: 80319
 Date: 01/03/2014

Customer
Cherokee County BOC - Accounts Payable
 1130 Bluffs Parkway
 Canton GA 30114
 USA

CHEROKEE CTY. DATA PROCESSING
 1130 Bluffs Parkway
 Canton GA 30114
 USA

Customer ID: 69586

Salesperson:

Howard Sackstein

Shipping Method:

Electronic Fulfillment (Email)

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
-----	------	-------------	------------	-------

Payments to be split as follows:
 \$38,432.00 within 30 days of license renewal/delivery
 \$39027.69 (\$38,432.00 plus \$595.69 delayed payment charge) within 30 days after Oct 1st 2014

Services and Support Descriptions:

FullGuard Bundle of Services on the 425 and 525 UTM appliances include:
 Network Protection, Email Protection, Web Protection, Webserver Protection and Wireless Protection

Descriptions:

Network Protection Subscription *Features Intrusion Prevention, IPSec/SSL VPN & Remote Access, VoIP Security, Advanced Routing, Advanced Networking, User Portal, Remote Authentication, Remote Logging, Advanced Reporting and HA"
 Email Protection Subscription *Features Antivirus, Antispam, Phishing Protection, Email Encryption, Advanced Networking, User Portal, Remote Authentication, Remote Logging, Advanced Reporting and HA"
 Web Protection Subscription Features Antivirus, Spyware Protection, URL Filtering, HTTPS Scanning, Application Control, User Reporting, Advanced Networking, User Portal, Remote Authentication, Remote Logging, Advanced Reporting and HA
 Wireless Protection Subscription Features central management of Sophos access points, integrated UTM security for wireless LAN clients and wireless guest Internet access
 Webserver Protection Subscription* *Features Web Application Firewall, URL Hardening, Form Hardening, Cookie Signing, Antivirus for Web Servers Advanced Networking, Remote Authentication, Remote Logging, Advanced Reporting and HA"

UTM 220 Appliance Includes:

Network Protection Subscription *Features Intrusion Prevention, IPSec/SSL VPN & Remote Access, VoIP Security, Advanced Routing, Advanced Networking, User Portal, Remote Authentication, Remote Logging, Advanced Reporting and HA"

All Gateways above include Premium support:

Sophos UTM Premium Support: Premium support offers a 24 hour upfront hardware replacement, software updates as well as technical 24*7 support via Phone/WEB and EMAIL with Sophos engineers.
 Service hours: 24x7
 Support forum / Knowledgebase: Yes
 Support via: Sophos Support Desk

Quotation Valid Until: 02/03/14

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VIRTUAL GRAFFITI

QUOTE

9979 Mulrlands Blvd, Irvine CA 92618
 www.VirtualGraffiti.com | Sales@VirtualGraffiti.com
 Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: 80319
 Date: 01/03/2014

Customer
Cherokee County BOC - Accounts Payable
 1130 Bluffs Parkway
 Canton GA 30114
 USA

CHEROKEE CTY. DATA PROCESSING
 1130 Bluffs Parkway
 Canton GA 30114
 USA

Customer ID: 69586

Salesperson: Howard Sackstein
 Shipping Method: Electronic Fulfillment (Email)

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
-----	------	-------------	------------	-------

Open support cases: Yes
Hardware Replacement: 24h bring in/24h up front:
24h bring in:
The customer sends the defective device to Sophos at their own risk and expense. A replacement unit is sent out within 24 hours following receipt of the defective device. If a customer receives a broken unit (DOA), they will be entitled to a 24 hour upfront service – valid for the first 30 days from the purchase date. The 24h bring in service is valid throughout the purchased subscription period of 1, 3 or 5 years.
24h up front:
The customer sends the defective device to Sophos at their own risk. A replacement unit will be sent out within 24h after notification and receipt of an RMA number at Sophos' expense. The 24h up front service is valid throughout the purchased UTM Premium support upgrade contract of 1, 3 or 5 years.

Quotation Subtotal \$ 77,459.69
 Total Tax \$ 0.00

Quotation Total \$ 77,459.69

Quotation Valid Until: 02/03/14

RETURN POLICY: All Returns must meet all applicable criteria listed in our Return Policy found at <http://www.VirtualGraffiti.com/return-policy.htm>. For approval please contact the sales representative listed on this invoice.

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- * Returns must include all original packaging and include all accessories & documentation.
- * All software and license downloads are not returnable. All sales are final when software has been registered, activated or used.

1 Stop Computer Shop, Inc.
 10777 Westheimer, Suite 1100
 Houston, TX 77042

Estimate

Date	Estimate #
12/13/2013	700007074

Bill To
Cherokee County Board 1130 Bluffs Parkway Canton GA 30114

Ship To

Terms	Rep
Net 15	MP

Quantity	Item Code	Description	Price Each	Amount
3	FG421CTAA	UTM 425 FullGuard - Net/Web/Email/Webserver/Wireless - 12 MOS - RENEWAL	8,351.00	25,053.00T
3	PR421CFAA	UTM 425 Premium Support - 12 MOS - RENEWAL	1,140.00	3,420.00T
1	FG521CTAA	UTM 525 FullGuard - Net/Web/Email/Webserver/Wireless - 12 MOS - RENEWAL	14,697.00	14,697.00T
1	PR521CFAA	UTM 525 Premium Support - 12 MOS - RENEWAL	1,948.00	1,948.00T
1	NP221CTAA	UTM 220 Network Protection - 12 MOS - RENEWAL	695.00	695.00T
1	PR221CFAA	UTM 220 Premium Support - 12 MOS - RENEWAL	295.00	295.00T
		Out-of-state sale, exempt from sales tax	0.00%	0.00
Total				\$46,108.00



eQuote
eQuote Number: 1450

Payment Terms:
Expiration Date: 01/13/2014

Quote Prepared For

Brian Robison
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114
Phone: 678.493.6048
broblson@cherokeeega.com

Quote Prepared By

Jennifer Johnson
Secured Retail Networks, Inc.
9880 Irvine Center Drive
Irvine, CA 92618
United States
Phone: 949-390-6713
Fax: 949-242-2518
jjohnson@securedretail.com

ITEM#	QUANTITY	ITEM NAME	UNIT PRICE	EXTENDED PRICE
Yearly Items				
1)	3	FG421CTAA UTM 425 FullGuard - Net/Web/Email/Webserver/Wireless - 12 MOS - RENEWAL	\$8,150.00	\$24,450.00
2)	3	PR421CFAA UTM 425 Premium Support - 12 MOS - RENEWAL	\$1,140.00	\$3,420.00
3)	1	FG521CTAA UTM 525 FullGuard - Net/Web/Email/Webserver/Wireless - 12 MOS - RENEWAL	\$14,350.00	\$14,350.00
4)	1	PR521CFAA UTM 525 Premium Support - 12 MOS - RENEWAL	\$1,948.00	\$1,948.00
5)	1	NP221CTAA UTM 220 Network Protection - 12 MOS - RENEWAL	\$680.00	\$680.00
6)	1	PR221CFAA UTM 220 Premium Support - 12 MOS - RENEWAL	\$295.00	\$295.00
			Yearly Total	\$45,143.00
Comment:			SubTotal	\$45,143.00
			Total	\$45,143.00

Authorizing Signature _____

Date _____

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 28th day of January, 2014, 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 Virtual Graffiti, an authorized dealer and representative of Sophos Solutions, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

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

Firewall hardware and software maintenance.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of maintenance of Firewall hardware and software pursuant to the attached proposal number 80319, dated 03 January, 2014 (attached as Exhibit D).

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 14 September 2017. 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 \$77,459.69, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon the firm fixed price proposal number 80319 (attached herein as Exhibit D), dated 03-Jan-14. Payments shall be \$38,432 by 15 February 2014 and \$39,027.65 by 30 October 2014.

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 0% 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

Howard Sackstein 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 (currently accessible via the internet at the following address: <http://library.municode.com/index.aspx?clientId=12524> .

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 the County's network, in order for Consultant to complete the Work.

B. County's Representative

Brian Robison and/or Evariste Nye 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 Brian Robison for the County and the assigned support specialist 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:

Procurement Director
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Howard Sackstein
Virtual Graffiti
9979 Muirlands Blvd,
Irvine CA 92618

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

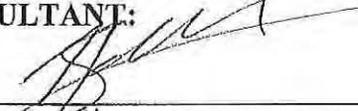
IN WITNESS WHEREOF the County and the Consultant have executed this Agreement effective as of the date the last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

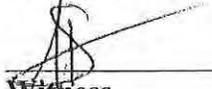
CONSULTANT:



By: HOWARD SACKSTEIN
Its: V. P. MARKETING

[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:

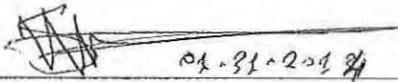
California All Purpose Certificate of Acknowledgement

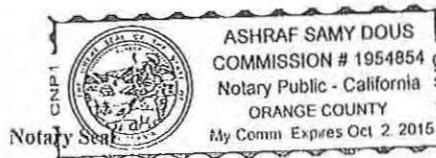
State of California
County of: ORANGE

On 01/31/14 _____ before me, Ashraf Samy Dous , Notary Public, personally appeared _____ Howard Sackstein _____ Who proved to me on the basis of the satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Additional Information

Description of Attached Document: Personal Services Agreement

Number of Pages: 20

Document Date: N/A

Capacity Claimed By Signer:

- Individual(s)
- Corporate Officer:
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other: _____

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:

437384
Federal Work Authorization User Identification
Number

01/22/2014
Date of Authorization

VIRTUAL GRAFFITI, INC
Name of Contractor

SOPHOS RENEWAL
Name of Project

CHEROKEE COUNTY
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 28th, 01, 2014 in LAKE FOREST (city),
CA (state).

[Signature]
Signature of Authorized Officer or Agent

HOWARD M. SACKSTEIN
Printed Name and Title of Authorized Officer or Agent

[Signature]
SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____,
2014.

[Signature]
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
JUNE 8, 2014

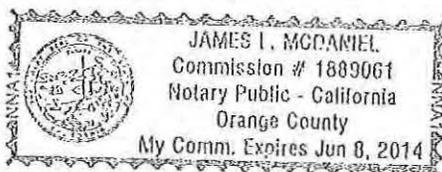
Notary Doc's
Embossed

Notary Doc's
Attached

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 28TH
day of JANUARY, 2014, by HOWARD M. SACKSTEIN

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature James I. McDaniel

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: CONTRACTOR AFFIDAVIT + AGREEMENT

Document Date: N/A Number of Pages: ONE

Signer(s) Other Than Named Above: NONE

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"

[No key personnel identified]



Cherokee County, Georgia Agenda Request

SUBJECT: Assignment of Purchase & Sales Agreement

MEETING DATE: February 4, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Ratify approval of the assignment of the RA Smith Estate and Terry Smith Purchase and Sales Agreements to Rooker.

FACTS AND ISSUES:

The County Attorney's Office has reviewed and approves of the agreement to assign the Purchase and Sales Agreement for both RA Smith Estate and Terry Smith properties.

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:

Approve ratification

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

ASSIGNMENT OF STANDARD COMMERCIAL SALES AGREEMENT

This Assignment of Standard Commercial Sales Agreement (hereinafter referred to as this "Assignment") is made this _____ day of _____, 2014, by **CHEROKEE COUNTY, GEORGIA** (the "COUNTY"), and accepted by **ROOKER PROPERTIES, LLC** (the "ASSIGNEE").

WITNESSETH:

WHEREAS, the COUNTY and R.A. Smith Estate entered into that Standard Commercial Sales Agreement (the "Agreement"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, Section 12 of the Agreement authorizes the COUNTY to assign the Agreement without the prior written consent of R.A. Smith Estate; and

WHEREAS, the COUNTY desires to assign the Agreement to the ASSIGNEE, and ASSIGNEE desire to accept the assignment of the Agreement.

FOR AND IN CONSIDERATION OF the above premises, the exchange of \$10.00, and other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.

The parties agree that the Agreement is hereby assigned by the COUNTY to the ASSIGNEE effective immediately.

2.

ASSIGNEE hereby assumes all of the obligations and liabilities of the COUNTY under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ROOKER PROPERTIES, LLC

By: _____
Name/Title: _____

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

CHEROKEE COUNTY, GEORGIA

By: _____

Jerry W. Cooper, County Manager
County Board of Commissioners

Attest: _____



STANDARD COMMERCIAL SALES AGREEMENT

1. PURCHASE AND SALE:

As a result of the efforts of Hill & Associates ("Broker"), a licensed Real Estate Broker, Wilson, Hull & Neal Real Estate ("Co-Broker"), a licensed Real Estate Broker, the undersigned Purchaser ("Purchaser"), agrees to buy, and the undersigned Seller ("Seller"), agrees to sell all that tract of land 5.43 Acres known as the 21st District, 2nd Section, Cherokee County, Georgia, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, less and except the two (2) parcels shown on Exhibit "B" attached hereto and by this reference made a part hereof (the "Property").

2. PURCHASE PRICE AND METHOD OF PAYMENT:

The purchase price of the Property shall be Twenty-Four Thousand and no/100 DOLLARS per acre (U.S., \$24,000.00), or One Hundred Forty-Four Thousand and no/100 DOLLARS total (U.S., \$130,320.00) to be paid as follows: All cash or certified funds at Closing.

3. EARNEST MONEY:

Purchaser, within five (5) business days of its approval of this Agreement, will pay to Broker \$ 5,000.00 () cash () check, as "Earnest Money" which Earnest Money shall be applied as part payment of the cash portion of the purchase price of Property at the time the sale is consummated. If Purchaser's check for the Earnest Money is returned by Purchaser's bank for any reason, Seller shall have the option to declare this Agreement null and void by written notice to Purchaser and Broker. Purchaser and Seller understand and agree that Broker shall deposit Earnest Money in Broker's escrow trust account within five (5) banking days following the execution of this Agreement by all parties. The parties to this Agreement agree that Broker may deposit the earnest money in a non-interest-bearing escrow trust account. The parties to this Agreement understand and agree that the disbursement of Earnest Money held by the Broker as escrow agent can occur only (A) at closing; (B) upon written agreement signed by all parties having an interest in the funds; (C) upon court order; (D) upon the failure of any contingency or failure of either party to fulfill his obligations as set forth in this Agreement; or (E) as otherwise set out herein. In the event of a dispute between Purchaser and Seller, sufficient in the discretion of Broker to justify its doing so, Broker shall be entitled to interplead all or any disputed part of the Earnest Money into court, and thereupon be discharged from all further duties and liabilities hereunder. The filing of any such interpleader action shall not deprive Broker of any of its rights under this Agreement. Purchaser and Seller agree that Broker shall be entitled to be compensated by the party who does not prevail in the interpleader action for its costs and expenses, including reasonable attorney's fees, in filing said interpleader action. In such disputed cases, if Broker decides not to interplead, Broker may make a disbursement of the Earnest Money upon a reasonable interpretation of this Agreement. If Broker decides to make a disbursement to which all parties to this Agreement do not expressly agree, Broker shall give all parties fifteen (15) days notice in writing of Broker's intent to disburse. Such notice shall be delivered by certified mail to the parties' last known addresses and must recite to whom and when the disbursement will be made. After disbursement, Broker shall notify all parties by certified mail of such disbursement. Any such disbursement made by Broker upon advice of counsel shall conclusively be deemed to have been made upon a reasonable interpretation.

4. WARRANTY OF TITLE:

Seller represents that Seller presently has good and marketable, fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable, fee simple title to Property to Purchaser by limited warranty deed. Good and marketable, fee simple title is hereby defined as title which is insurable by a national title insurance company at its standard rates on ALTA Owners Policy, without exception other than the following "Permitted Title Exceptions": (A) zoning ordinances affecting Property; (B) general utility, sewer and drainage easements of record upon which any buildings on the Property do not encroach; (C) subdivision restrictions of record; (D) current city, state and county ad valorem property and sanitary taxes not yet due and payable; and (E) other easements, restrictions and encumbrances specified in this Agreement or any exhibit incorporated herein.

5. TITLE EXAMINATION:

Purchaser shall examine title to the Property and furnish Seller with a written statement of objections affecting the marketability of said title, other than the Permitted Title Exceptions no later than 30 days after the date of this Agreement. Seller shall have 10 days after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within 10 days, then at the option of the Purchaser, evidenced by written notice to Seller, (A) this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser; or (B) Purchaser shall

waive such objections and proceed to closing in which event any such waived objection shall become a Permitted Title Exception. In the event that Purchaser fails to make such election within thirty (30) days from the date of this Agreement, it shall be deemed to have selected (B) above.

6. WARRANTIES:

Seller represents that to the best of Seller's knowledge, (A) there are no existing or proposed governmental orders or condemnation proceedings affecting the Property and Seller has received no notice of any such orders or proceedings; (B) the Property has never been used for the use, discharge, or storage of any hazardous material or any landfill for garbage or refuse, dump, stump pit, or other similar purposes; and (C) the Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state, or federal agency, authority, or government unit.

7. INSPECTIONS:

Commencing on the date of this Agreement, and subject to the rights of tenants, if any, Purchaser, Purchaser's agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon the Property, to enter the Property, for the purposes of making surveys, inspections, soil tests and other investigations of the Property, including, but not limited to, the physical condition of any improvements and mechanical and electrical systems, leases and service and management contracts affecting the Property, and Seller's books and records with respect to the operation of the Property. Purchaser shall and does hereby agree, to the extent, if any, allowed by law, to indemnify, defend and hold Seller and Broker (as that term is hereinafter defined) harmless from any loss or damage suffered by Seller and Broker or others as a result of the exercise by Purchaser of the rights herein granted, including any damage resulting from the negligence of Purchaser or Purchaser's agents. This indemnity shall survive the rescission, cancellation, termination or consummation of this Agreement. The Inspection Period shall be for a period of thirty (30) days from complete execution of this Agreement. During the Inspection Period, Purchaser may terminate this Agreement for any reason, or no reason at all, and receive a full refund of its Earnest Money.

8. CONDITION OF PROPERTY:

Until closing, Seller shall, at Seller's expense, maintain in full force and effect the same fire and extended coverage insurance carried by Seller on the Property on the date of this Agreement. However, should the Property be destroyed or substantially damaged before closing, then at the election of Purchaser: (A) this Agreement may be canceled; or (B) Purchaser may consummate this Agreement and receive such insurance proceeds as are paid on the claim of loss. This election must be exercised within ten (10) days after Seller provides Purchaser written notice of the insurance proceeds, if any, which Seller will receive on the claim of loss. If Purchaser has not been so notified by Seller within forty-five (45) days subsequent to the occurrence of such damage or destruction, or by the date of closing, whichever occurs first, Purchaser may at its option cancel this Agreement.

9. AGENCY DISCLOSURE:

Purchaser and Seller acknowledge that Broker (X) has acted as an agent for Seller, or () has acted as a transaction broker and not as an agent for Purchaser or Seller with respect to the transaction contemplated herein. Purchaser and Seller acknowledge that Co-Broker (X) has acted as an agent for Purchaser, or () has acted as a transaction broker and not as an agent for Purchaser or Seller, with respect to the transaction contemplated herein. It is understood and agreed that Broker will be a minority partner as it relates to the purchase of the property.

10. REAL ESTATE COMMISSION:

In negotiating this Agreement, Broker has rendered a valuable service for which Brokers shall be paid a commission at closing by Seller equal to eight percent (8%) of the Purchase Price as follows: To be split 50/50 By Brokers

No change shall be made by Purchaser or Seller with respect to the time of payment, amount of payment, or the conditions of payment of the Brokers' Commission specified in this Agreement, without the written consent of Brokers. If this transaction involves an exchange of real estate, the full commission shall be paid in respect to the property conveyed by each party to the other, and notice of the dual agency is hereby given and accepted by Seller and Purchaser. The commission on an exchange shall be calculated on the amount of the stated basis of each property as taken in such RA Smith Purchase Agreement, 12/13/13

exchange, according to the agreement between the parties, and if no value is placed on the property to be exchanged, then according to the reasonable value thereof. In the event of any exchange, each party shall be regarded as Seller as to the property conveyed by each party. Purchaser and Seller each hereby represent and warrant to the other, and to Brokers, that no party other than Brokers is entitled as a result of the actions of Seller or Purchaser, as the case may be, to a commission or other fee resulting from the execution of this Agreement or the transactions contemplated hereby, and Seller and Purchaser hereby agree, to the extent, if any, allowed by law, to indemnify, defend and hold each other and Brokers harmless from and against any and all costs, damages and expenses, including attorney's fees, resulting directly or indirectly, from any such claim arising out of the actions of or contact with Seller or Purchaser, as the case may be. This representation, warranty and indemnity shall survive the rescission, cancellation, termination or consummation of this Agreement.

11. DISCLAIMER:

Seller and Purchaser acknowledge that they have not relied upon the advice or representations, if any, of Brokers, or of any associate brokers, or salespersons, concerning: (A) the legal and tax consequences of this Agreement in the sale of the Property; (B) the terms and conditions of financing; (C) the purchase and ownership of the Property; (D) the structural condition of the Property; (E) the operating condition of any business; (F) the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances on the Property; (G) the availability of utilities to the Property; (H) the investment potential or resale value of the Property; or (I) the financial ability of Purchaser. Seller and Purchaser both acknowledge that if such matters have been a concern to them, they have sought and obtained independent advice relative thereto.

12. ASSIGNMENT:

This Agreement, and the rights and obligations hereunder, may be assigned by Purchaser without the prior written consent of Seller. Notwithstanding anything contained herein to the contrary, however, any such approved assignee shall assume in writing all of the obligations and liabilities of Purchaser hereunder; and a copy of such assignment shall be provided to Seller in writing within two (2) days after it is signed by Purchaser and assignee.

13. BINDING EFFECT:

This Agreement shall bind and inure to the benefit of Seller, Purchaser and Brokers, and their respective heirs, executors, legal representatives, successors and assigns.

14. RESPONSIBILITY TO COOPERATE:

Seller and Purchaser agree that such documentation as is reasonably necessary to carry out the terms of this Agreement shall be produced, executed and/or delivered by such parties within the time required to fulfill the terms and conditions of this Agreement.

15. DEFAULT; REMEDIES:

If the sale contemplated hereby does not close because of Purchaser's default, Seller shall retain, as the sole and exclusive remedy of Seller, the earnest money as full and complete liquidated damages and Purchaser shall be released from all liability or obligation hereunder.

16. NOTICES:

Except as may otherwise be provided for in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered either (A) in person, (B) by overnight delivery service prepaid, (C) by facsimile (FAX) transmission, or (D) U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, to the party being given such notice at the appropriate address set forth below:

As to Purchaser:

Name: Cherokee County
Address: 1130 Bluffs Parkway
City, State, Zip: Canton, GA 30114
Phone No: 678-493-6008
Attn: Jerry Cooper

As to Seller:

Name: Estate of R. A. Smith Estate
Address:
City, State, Zip:
Phone No:

As to Co-Broker:

Name: Wilson, Hull & Neal, Real Estate
Address: 1600 Northside Drive, NW, Suite 100
City, State, Zip: Atlanta, GA 30318
Phone No: 404-352-1882
Attn: Billjack R. Bell

As to Broker:

Name: Hill & Associates
Attn: Michael Hill

Such notices shall be deemed to have been given as of the date and time actually received by the receiving party. In the event no address for purpose of notice is specified with respect to a particular party as required by this paragraph, any other party may direct notices to such party at any business or residence address known to such other party. Any such notice to an unspecified address shall be effective when delivered personally or, with respect to mailed notices, upon actual receipt by the party to whom such notice is directed, as shown on the Return Receipt therefor.

17. TIME:

Time is of the essence of this Agreement.

18. ENTIRE AGREEMENT; AMENDMENT:

This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

19. MISCELLANEOUS:

- A. Real Estate taxes on the Property for the calendar year in which the sale is closed shall be prorated as of the date of closing.
- B. Seller shall pay the State of Georgia property transfer tax and, where applicable, Purchaser shall pay Georgia intangible taxes.
- C. The sale of the Property shall be closed on or before January 31, 2014, at a time acceptable to Purchaser and Seller; provided, however, if Purchaser and Seller fail to agree on a time and place, the closing shall be held on the aforesaid date at 5:00 P.M. in the office of Broker at the address shown above. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.
- D. Possession of the Property shall be granted by Seller to Purchaser no later than 5:00 PM on the day of Closing.
- E. Conditions precedent to the obligation of either party to close hereunder, if any, are for the benefit of such party only, and any and all of said conditions may be waived in the discretion of the party benefited thereby.
- F. This Agreement shall be construed under the laws of the State of Georgia.

20. SPECIAL STIPULATIONS:

This instrument shall be regarded as an offer by the first party to sign it and is open for acceptance by the other party until _____ o'clock P.M. on the _____ day of _____, 2013, by which time written acceptance of such offer must have been actually received by Broker, who shall promptly notify the other party of such acceptance.

Both Purchaser and Seller acknowledge that each has read and understood the terms of this Agreement and has received a copy of it.

The date of this Agreement is _____, 2013.

IN WITNESS WHEREOF, Purchaser, Seller and Broker have hereunto set their hands and seals as of the date indicated below.

PURCHASER: CHEROKEE COUNTY

By: _____ (SEAL)

By: _____ (SEAL)

Date and time executed by Purchaser:

SELLER: ESTATE OF R. A. SMITH ESTATE

By: Anthony J. Focht (SEAL)

Date and time executed by Seller:

12/17/13 9 AM

BROKER: HILL & ASSOCIATES

By: Michael L. Hill (SEAL)

Date and time executed by Broker:

12-17-13 @ 9:00 am

CO-BROKER: WILSON, HULL & NEAL REAL ESTATE

By: _____ (SEAL)

Date and time executed by Broker:

Sales Agreement
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STANDARD COMMERCIAL SALES AGREEMENT

1. PURCHASE AND SALE:

As a result of the efforts of Hill & Associates ("Broker"), a licensed Real Estate Broker, Wilson, Hull & Neal Real Estate ("Co-Broker"), a licensed Real Estate Broker, the undersigned Purchaser ("Purchaser"), agrees to buy, and the undersigned Seller ("Seller"), agrees to sell all that tract of land 0.51 Acre known as the 21st District, 2nd Section, Cherokee County, Georgia, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

2. PURCHASE PRICE AND METHOD OF PAYMENT:

The purchase price of the Property shall be One Hundred Thousand and no/100 DOLLARS (U.S., \$100,000.00) to be paid as follows: All cash or certified funds at Closing.

3. EARNEST MONEY:

Purchaser, within five (5) business days of its approval of this Agreement, will pay to Broker \$ 5,000.00 () cash () check, as "Earnest Money" which Earnest Money shall be applied as part payment of the cash portion of the purchase price of Property at the time the sale is consummated. If Purchaser's check for the Earnest Money is returned by Purchaser's bank for any reason, Seller shall have the option to declare this Agreement null and void by written notice to Purchaser and Broker. Purchaser and Seller understand and agree that Broker shall deposit Earnest Money in Broker's escrow trust account within five (5) banking days following the execution of this Agreement by all parties. The parties to this Agreement agree that Broker may deposit the earnest money in a non-interest-bearing escrow trust account. The parties to this Agreement understand and agree that the disbursement of Earnest Money held by the Broker as escrow agent can occur only (A) at closing; (B) upon written agreement signed by all parties having an interest in the funds; (C) upon court order; (D) upon the failure of any contingency or failure of either party to fulfill his obligations as set forth in this Agreement; or (E) as otherwise set out herein. In the event of a dispute between Purchaser and Seller, sufficient in the discretion of Broker to justify its doing so, Broker shall be entitled to interplead all or any disputed part of the Earnest Money into court, and thereupon be discharged from all further duties and liabilities hereunder. The filing of any such interpleader action shall not deprive Broker of any of its rights under this Agreement. Purchaser and Seller agree that Broker shall be entitled to be compensated by the party who does not prevail in the interpleader action for its costs and expenses, including reasonable attorney's fees, in filing said interpleader action. In such disputed cases, if Broker decides not to interplead, Broker may make a disbursement of the Earnest Money upon a reasonable interpretation of this Agreement. If Broker decides to make a disbursement to which all parties to this Agreement do not expressly agree, Broker shall give all parties fifteen (15) days notice in writing of Broker's intent to disburse. Such notice shall be delivered by certified mail to the parties' last known addresses and must recite to whom and when the disbursement will be made. After disbursement, Broker shall notify all parties by certified mail of such disbursement. Any such disbursement made by Broker upon advice of counsel shall conclusively be deemed to have been made upon a reasonable interpretation.

4. WARRANTY OF TITLE:

Seller represents that Seller presently has good and marketable, fee simple title to the Property, and at the time the sale is consummated, Seller agrees to convey good and marketable, fee simple title to Property to Purchaser by limited warranty deed. Good and marketable, fee simple title is hereby defined as title which is insurable by a national title insurance company at its standard rates on ALTA Owners Policy, without exception other than the following "Permitted Title Exceptions": (A) zoning ordinances affecting Property; (B) general utility, sewer and drainage easements of record upon which any buildings on the Property do not encroach; (C) subdivision restrictions of record; (D) current city, state and county ad valorem property and sanitary taxes not yet due and payable; and (E) other easements, restrictions and encumbrances specified in this Agreement or any exhibit incorporated herein.

5. TITLE EXAMINATION:

Purchaser shall examine title to the Property and furnish Seller with a written statement of objections affecting the marketability of said title, other than the Permitted Title Exceptions no later than 30 days after the date of this Agreement. Seller shall have 10 days after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within 10 days, then at the option of the Purchaser, evidenced by written notice to Seller, (A) this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser; or (B) Purchaser shall waive such objections and proceed to closing in which event any such waived objection shall become a Permitted Title

Exception. In the event that Purchaser fails to make such election within thirty (30) days from the date of this Agreement, it shall be deemed to have selected (B) above.

6. WARRANTIES:

Seller represents that to the best of Seller's knowledge, (A) there are no existing or proposed governmental orders or condemnation proceedings affecting the Property and Seller has received no notice of any such orders or proceedings; (B) the Property has never been used for the use, discharge, or storage of any hazardous material or any landfill for garbage or refuse, dump, stump pit, or other similar purposes; and (C) the Property is free of any underground storage tanks, petroleum product contamination, hazardous substance, asbestos, contaminants, oil, radioactive or other materials, the removal of which is required, or the maintenance of which is required, or the maintenance of which is prohibited, penalized, or regulated by any local, state, or federal agency, authority, or government unit.

7. INSPECTIONS:

Commencing on the date of this Agreement, and subject to the rights of tenants, if any, Purchaser, Purchaser's agents, employees and contractors, shall have the right during regular business hours, but without interfering with operations being carried on upon the Property, to enter the Property, for the purposes of making surveys, inspections, soil tests and other investigations of the Property, including, but not limited to, the physical condition of any improvements and mechanical and electrical systems, leases and service and management contracts affecting the Property, and Seller's books and records with respect to the operation of the Property. Purchaser shall and does hereby agree, to the extent, if any, allowed by law, to indemnify, defend and hold Seller and Broker (as that term is hereinafter defined) harmless from any loss or damage suffered by Seller and Broker or others as a result of the exercise by Purchaser of the rights herein granted, including any damage resulting from the negligence of Purchaser or Purchaser's agents. This indemnity shall survive the rescission, cancellation, termination or consummation of this Agreement. The Inspection Period shall be for a period of thirty (30) days from complete execution of this Agreement. During the Inspection Period, Purchaser may terminate this Agreement for any reason, or no reason at all, and receive a full refund of its Earnest Money.

8. CONDITION OF PROPERTY:

Until closing, Seller shall, at Seller's expense, maintain in full force and effect the same fire and extended coverage insurance carried by Seller on the Property on the date of this Agreement. However, should the Property be destroyed or substantially damaged before closing, then at the election of Purchaser: (A) this Agreement may be canceled; or (B) Purchaser may consummate this Agreement and receive such insurance proceeds as are paid on the claim of loss. This election must be exercised within ten (10) days after Seller provides Purchaser written notice of the insurance proceeds, if any, which Seller will receive on the claim of loss. If Purchaser has not been so notified by Seller within forty-five (45) days subsequent to the occurrence of such damage or destruction, or by the date of closing, whichever occurs first, Purchaser may at its option cancel this Agreement.

9. AGENCY DISCLOSURE:

Purchaser and Seller acknowledge that Broker (X) has acted as an agent for Seller, or () has acted as a transaction broker and not as an agent for Purchaser or Seller with respect to the transaction contemplated herein. Purchaser and Seller acknowledge that Co-Broker (X) has acted as an agent for Purchaser, or () has acted as a transaction broker and not as an agent for Purchaser or Seller, with respect to the transaction contemplated herein. It is understood and agreed that Broker will be a minority partner as it relates to the purchase of the property.

10. REAL ESTATE COMMISSION:

In negotiating this Agreement, Broker has rendered a valuable service for which Brokers shall be paid a commission at closing by Seller equal to eight percent (8%) of the Purchase Price as follows: To be split 50/50 By Brokers

JS
6%
12/17/2013

No change shall be made by Purchaser or Seller with respect to the time of payment, amount of payment, or the conditions of payment of the Brokers' Commission specified in this Agreement, without the written consent of Brokers. If this transaction involves an exchange of real estate, the full commission shall be paid in respect to the property conveyed by each party to the other, and notice of the dual agency is hereby given and accepted by Seller and Purchaser. The commission on an exchange shall be calculated on the amount of the stated basis of each property as taken in such exchange, according to the agreement between the parties, and if no value is placed on the property to be exchanged, Terry Smith Purchase Agreement, 12/13/13

then according to the reasonable value thereof. In the event of any exchange, each party shall be regarded as Seller as to the property conveyed by each party. Purchaser and Seller each hereby represent and warrant to the other, and to Brokers, that no party other than Brokers is entitled as a result of the actions of Seller or Purchaser, as the case may be, to a commission or other fee resulting from the execution of this Agreement or the transactions contemplated hereby, and Seller and Purchaser hereby agree, to the extent, if any, allowed by law, to indemnify, defend and hold each other and Brokers harmless from and against any and all costs, damages and expenses, including attorney's fees, resulting directly or indirectly, from any such claim arising out of the actions of or contact with Seller or Purchaser, as the case may be. This representation, warranty and indemnity shall survive the rescission, cancellation, termination or consummation of this Agreement.

11. DISCLAIMER:

Seller and Purchaser acknowledge that they have not relied upon the advice or representations, if any, of Brokers, or of any associate brokers, or salespersons, concerning: (A) the legal and tax consequences of this Agreement in the sale of the Property; (B) the terms and conditions of financing; (C) the purchase and ownership of the Property; (D) the structural condition of the Property; (E) the operating condition of any business; (F) the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances on the Property; (G) the availability of utilities to the Property; (H) the investment potential or resale value of the Property; or (I) the financial ability of Purchaser. Seller and Purchaser both acknowledge that if such matters have been a concern to them, they have sought and obtained independent advice relative thereto.

12. ASSIGNMENT:

This Agreement, and the rights and obligations hereunder, may be assigned by Purchaser without the prior written consent of Seller. Notwithstanding anything contained herein to the contrary, however, any such approved assignee shall assume in writing all of the obligations and liabilities of Purchaser hereunder; and a copy of such assignment shall be provided to Seller in writing within two (2) days after it is signed by Purchaser and assignee.

13. BINDING EFFECT:

This Agreement shall bind and inure to the benefit of Seller, Purchaser and Brokers, and their respective heirs, executors, legal representatives, successors and assigns.

14. RESPONSIBILITY TO COOPERATE:

Seller and Purchaser agree that such documentation as is reasonably necessary to carry out the terms of this Agreement shall be produced, executed and/or delivered by such parties within the time required to fulfill the terms and conditions of this Agreement.

15. DEFAULT; REMEDIES:

If the sale contemplated hereby does not close because of Purchaser's default, Seller shall retain, as the sole and exclusive remedy of Seller, the earnest money as full and complete liquidated damages and Purchaser shall be released from all liability or obligation hereunder.

16. NOTICES:

Except as may otherwise be provided for in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered either (A) in person, (B) by overnight delivery service prepaid, (C) by facsimile (FAX) transmission, or (D) U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, to the party being given such notice at the appropriate address set forth below:

As to Purchaser:

Name: Cherokee County
Address: 1130 Bluffs Parkway
City, State, Zip: Canton, GA 30114
Phone No: 678-493-6008
Attn: Jerry Cooper

As to Seller:

Name: Terry Smith
Address: 124 Country Creek Rd
City, State, Zip: White, GA 30154
Phone No: 770 608 2778

As to Co-Broker:

As to Broker:

Name: Wilson, Hull & Neal, Real Estate
Address: 1600 Northside Drive, NW, Suite 100
City, State, Zip: Atlanta, GA 30318
Phone No: 404-352-1882
Attn: Billjack R. Bell

Name: Hill & Associates
Attn: Michael Hill

Such notices shall be deemed to have been given as of the date and time actually received by the receiving party. In the event no address for purpose of notice is specified with respect to a particular party as required by this paragraph, any other party may direct notices to such party at any business or residence address known to such other party. Any such notice to an unspecified address shall be effective when delivered personally or, with respect to mailed notices, upon actual receipt by the party to whom such notice is directed, as shown on the Return Receipt therefor.

17. TIME:

Time is of the essence of this Agreement.

18. ENTIRE AGREEMENT; AMENDMENT:

This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

19. MISCELLANEOUS:

- A. Real Estate taxes on the Property for the calendar year in which the sale is closed shall be prorated as of the date of closing.
- B. Seller shall pay the State of Georgia property transfer tax and, where applicable, Purchaser shall pay Georgia intangible taxes.
- C. The sale of the Property shall be closed on or before January 31, 2014, at a time acceptable to Purchaser and Seller; provided, however, if Purchaser and Seller fail to agree on a time and place, the closing shall be held on the aforesaid date at 5:00 P.M. in the office of Broker at the address shown above. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.
- D. Possession of the Property shall be granted by Seller to Purchaser no later than 5:00 PM on the day of Closing.
- E. Conditions precedent to the obligation of either party to close hereunder, if any, are for the benefit of such party only, and any and all of said conditions may be waived in the discretion of the party benefited thereby.
- F. This Agreement shall be construed under the laws of the State of Georgia.

20. SPECIAL STIPULATIONS:

This instrument shall be regarded as an offer by the first party to sign it and is open for acceptance by the other party until _____ o'clock P.M. on the _____ day of _____, 2013, by which time written acceptance of such offer must have been actually received by Broker, who shall promptly notify the other party of such acceptance.

Both Purchaser and Seller acknowledge that each has read and understood the terms of this Agreement and has received a copy of it.

The date of this Agreement is _____, 2013.

IN WITNESS WHEREOF, Purchaser, Seller and Broker have hereunto set their hands and seals as of the date indicated below.

PURCHASER: CHEROKEE COUNTY

By: _____ (SEAL)

By: _____ (SEAL)

Date and time executed by Purchaser:

SELLER: TERRY SMITH

By: Terry Smith (SEAL)

Date and time executed by Seller:

12/17/2013 9:00 AM

BROKER: HILL & ASSOCIATES

By: Michael L. Hill (SEAL)

Date and time executed by Broker:

12-17-13 @ 9:00 am

CO-BROKER: WILSON, HULL & NEAL REAL ESTATE

By: _____ (SEAL)

Date and time executed by Broker:

Sales Agreement
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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.

STATE OF GEORGIA)
COUNTY OF CHEROKEE)

RESOLUTION NO. 2013-R-033

A RESOLUTION ADOPTING RULES OF PROCEDURE

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

WHEREAS, the Cherokee County Board of Commissioners desires to adopt a set of rules to govern the conduct of the Board of Commissioners with respect to scheduling and conducting its meetings;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

I. ADOPTION OF RULES OF PROCEDURE

The Cherokee County Board of Commissioners hereby adopts the Rules of Procedure, which is attached hereto as Exhibit "A" (the "Rules of Procedure") and incorporated herein.

II. SEVERABILITY

If any portion of this Resolution shall be held invalid or unconstitutional, the other provisions of this Resolution shall not be affected, and thus, the provisions of this Resolution are declared severable.

III. REPEALER

Any other Cherokee County Ordinance, Resolution, policy, rule, or local law, or portion thereof, now in effect, that is in conflict with any of the provisions of this Resolution, is hereby repealed.

IV. EFFECTIVE DATE

This Resolution shall become effective on the date it is passed by the Board of Commissioners.

SO RESOLVED this 19th day of November, 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS



L.B. Ahrens, Jr., Chairman

ATTEST:



Christy Black, County Clerk
(SEAL)

**CHEROKEE COUNTY BOARD OF COMMISSIONERS
2013 RULES OF PROCEDURE**

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 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 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 at 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 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.
- 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 two readings prior to a vote by the Board of Commissioners, and a super-majority vote for passage of the intergovernmental agreement.
- 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 District 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 in duly advertised Public Hearings shall do so in the Public Hearing portion of the agenda.

- a. 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.
- b. 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 in these Rules of Procedure 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.

- c. 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).
- d. 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.
- e. 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.
- f. 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.
- g. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law.
- h. 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.

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; or
- 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, something to the effect of, “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.
- 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, the maker of the motion has the right to withdraw the motion, in which case, the second is deemed automatically withdrawn.

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

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 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.

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.	

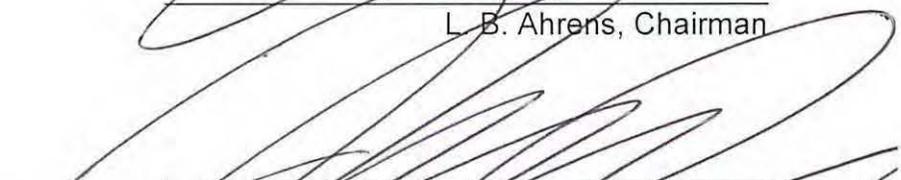
Lanier Joint Development Authority		3	Board of Commissioniers; Other Counties	Established for the purpose of encouraging cooperation among participating counties in the promotion of quality economic development.	
Lake Allatoona Preservation Authority	4 Years	9	Legislation	Established by the Georgia Legislature 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 19th day of November, 2013.

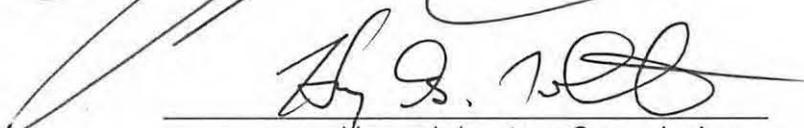
CHEROKEE COUNTY BOARD OF COMMISSIONERS



L. B. Ahrens, Chairman



Jason Nelms, Vice Chairman



Harry Johnston, Commissioner



Raymond Gunnin, Commissioner



Brian Poole, Commissioner





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