

CHEROKEE COUNTY TRANSPORTATION UPDATE

Geoffrey E. Morton, PE

Public Works Agency Director

Cherokee County

March 14, 2014



COUNTY/SPLOST PROJECTS





**Towne Lake Parkway & Rose Creek Drive
Resurfacing**



Northside Cherokee Boulevard



Annual Resurfacing

2013 – 16.5 miles (\$1.2 million GDOT LMIG)

- Bells Ferry Road (Butterworth to Old Hwy 5)
- Butterworth Road
- East Cherokee Drive (SR 20 to Old Hwy 5)
- Mountain Road
- North Arnold Mill Road
- Univeter Road
- Woodstock Road (SR 92 to Cobb County)

2014 – 25 miles (\$1.6 million GDOT LMIG)

- Fate Conn Road
- Harmony Drive
- Land Road
- Lower Burris Road
- Lower Creighton Road
- Salacoa Road
- Waters Road



East Cherokee Drive at Old Highway 5 Intersection

- Recent traffic pattern changes in the area have affected flow at intersection (Completion of Ridgewalk Parkway Interchange and Sixes Road Interchange)
- Currently conducting updated traffic counts and turning movement counts
- Plans to be revised per updated traffic analysis
- Improvements may include dual left turn lanes and receiving lanes
- Expect right-of-way acquisition and permitting summer 2014
- Construction in 2015
- Estimated cost: \$1,500,000



East Cherokee Drive at SR 140 Intersection

- Currently updating design plans
- Project will include grade adjustment to SR 140 east of intersection to improve sight distance
- Improvements to include right-turn lanes and added left turn lane storage
- Expect right-of-way acquisition summer 2014
- Construction to begin in late 2014
- Estimated cost: \$1,500,000



East Cherokee Drive at SR 20 Intersection

- Currently updating design plans
- Improvements to include right-turn lanes and added left turn lane storage
- Expect right-of-way acquisition summer 2014
- Construction to begin in late 2014
- Estimated cost: \$1,000,000



Bells Ferry Road

- GDOT/County project
- Southfork Way to north of Victoria Road
- Survey is complete, plans to be updated
- Design and concept report being updated per current survey and new limits
- County has been acquiring spot right-of-way for last 10 years
- Anticipated construction bid date of August 2018
- GDOT construction cost: \$18 million



Bells Ferry Road Bridge

- GDOT/County project
- Survey is complete, GDOT updating design
- New bridge will be a two lane structure – 12' lanes; 10' shoulders
- Need coordination with Army Corps of Engineers for permitting
- Anticipated construction bid date of September 2018
- GDOT construction cost: \$7 million



GEORGIA DOT PROJECTS



SR 20 – 575 to Scott Road

- Widening from 2 to 4 lanes along existing alignment
- Right-of-way acquisition authorized in FY 2014
- Construction expected to be authorized in FY 2016 with anticipated bid date of April 2016
- Estimated construction cost: \$23 million



SR 20

- GDOT currently working on Environmental Impact Statement for project – from 575 in Canton to SR 400 in Cumming
- Expect EIS to be complete in 3 years
- Still exploring potential route locations
- Construction funding proposed for FY 2022
- EIS is also being prepared for SR 20 from 575 in Canton to I-75 in Bartow



SR 140

- Widening projects on hold indefinitely due to logical termini issues in City of Roswell
- Bridge replacement over Little River at Fulton County line has an anticipated bid date of December 2016
- Estimated construction cost: \$13 million
- No other improvements currently planned for this corridor



OTHER GDOT PROJECTS

- ▶ **SR 20 at SR 108 Intersection Improvement**
 - ▶ Includes realignment of intersections of White Road and Mt. Carmel Church Road with SR 108 and installation of right and left turn lanes at intersection
 - ▶ Right-of-way acquisition in progress
 - ▶ Anticipated bid date for construction – June 2014
- ▶ **SR 372 at SR 369 Intersection Improvement – Roundabout**
 - ▶ Project is currently in the design phase
 - ▶ Anticipated bid date for construction – February 2015
 - ▶ Estimated cost for right-of-way and construction: \$6 million
- ▶ **SR 372 Bridge Replacement Project**
 - ▶ Bridge replacement project – new bridge will be located east of existing bridge
 - ▶ Right-of-way acquisition in progress
 - ▶ Anticipated bid date for construction – May 2014
 - ▶ Estimated construction cost: \$12.6 million

NORTHWEST CORRIDOR PROJECT

- ▶ Two HOT lanes on I-75 from Akers Mill Road to I-575; then one HOT lane on I-575 to Sixes Road and also on I-75 to Hickory Grove Road
- ▶ Final EIS approved; Record of Decision – May 2013
- ▶ Design-build contract awarded to Northwest Express Road Builders (Archer–Western and Parsons Transportation Group)
- ▶ Construction could begin in late 2014 and could be complete by 2018
- ▶ Estimated construction cost \$1.5 billion
- ▶ nwcproject.com

PLANNING FOR THE FUTURE



COMPREHENSIVE TRANSPORTATION PLAN (CTP) UPDATE

- ▶ Original plan adopted in 2008
- ▶ Atlanta Regional Commission provides funding on a 5 year cycle
- ▶ Changes have occurred since 2008
 - ▶ Economy – local and national
 - ▶ 2010 census – demographic trends
 - ▶ Changes in forecast growth patterns
 - ▶ Completion of major projects in the County
 - ▶ Less Federal and State funds
- ▶ Federal Transportation Act of 2012
 - Emphasis on system performance
 - Emphasis on system monitoring
- ▶ Public and Stakeholder Involvement
 - ▶ Technical Advisory Committee
 - ▶ Citizens Advisory Committee
 - ▶ Four public open-house style meetings
 - ▶ Virtual open house
 - ▶ EJ focus group
- ▶ Parsons Brinkerhoff is consultant
- ▶ Project kicks off in mid April
- ▶ 16 months to complete plan update
- ▶ Potential adoption in July 2015

CTP UPDATE – WHAT’S INVOLVED?

- ▶ Task 1 – Develop Project Management Plan and Public & Stakeholder Involvement Plan
- ▶ Task 2 - Inventory of Existing and Planned Conditions
 - ▶ Physical Inventory of Transportation Network
 - ▶ Operational Inventory of Transportation Network
 - ▶ Physical Inventory of Land Use
 - ▶ Transportation Policies
 - ▶ Land Use Policies
- ▶ Task 3 – Assessment of Current and Future Needs
 - ▶ Modeling of scenarios
- ▶ Task 4 – Recommendations
 - ▶ Find innovative, less costly ways to resolve problems and bottlenecks
 - ▶ Confirm the need for new facilities identified in 2008 plan
 - ▶ Identify operation improvements
 - ▶ Integrate projects into the community
- ▶ Task 5 – Final Documentation

COUNTY ROADWAY SYSTEM FACTS

- ▶ 1,200 miles County maintained roadway (unincorporated)
- ▶ 32 County maintained bridges
- ▶ 38 County maintained bridge-culverts
- ▶ 23,000 County maintained drainage structures
- ▶ 256 miles County maintained storm drainage pipes
- ▶ 270 miles of County maintained roadside ditches
- ▶ 54 County maintained traffic signals
- ▶ 18 County maintained school flashers

QUESTIONS

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678-493-6057



Cherokee County Board of Commissioners WORK SESSION AGENDA

April 1, 2014

3:00 p.m. | Cherokee Hall

1. Cherokee E-911 employee earns State of Georgia Supervisor of the Year Award.
2. Cherokee County Transportation Update by Geoff Morton.
3. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County Board of Commissioners AGENDA

April 1, 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

PROCLAMATIONS/PRESENTATIONS

1. Proclaiming April 23rd as **Administrative Professionals Day** in Cherokee County.
2. Proclaiming the month of April as **Parkinson's Awareness Month** in Cherokee County.

AMENDMENTS TO AGENDA

1. Add approval of BOC minutes from Joint RRDA/BOC Meeting on March 4, 2014.

ANNOUNCEMENTS

Two Road Closures:

1. East Cherokee Drive at the railroad crossing (the Ball Ground end) will be closed for repairs April 1st beginning at 8:00 a.m. thru April 4th. There will be a posted detour.
2. Old Hwy 5 At the bridge between the City Limits of Holly Springs and Woodstock for repairs on April 1st beginning at 8:00 a.m. thru April 2nd. There will be a posted detour.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM MARCH 18, 2014.

AMENDMENT: BOC APPROVAL OF MINUTES FROM JOINT RRDA/BOC MEETING ON MARCH 4, 2014.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

Case postponed from March 18, 2014 BOC meeting:

Chatham Neighborhoods, LLC.

Zoning Case:

CASE NUMBER	: 14-03-002
APPLICANT	: Chatham Neighborhoods, LLC
ZONING CHANGE	: OI, R-40 and AG to R-15
LOCATION	: Batesville Road and Hickory Flat
Highway	
MAP & PARCEL NUMBER	: 02N02 - 101, 75

April 1, 2014

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ACRES : 67.51
PROPOSED DEVELOPMENT : Conservation Subdivision
COMMISSION DISTRICT : 2
FUTURE DEVELOPMENT MAP : Transitional, Suburban Growth and
Country Estates
PLANNING COMMISSION RECOMMENDATION : Denial

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

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 approval to apply for DUI/Drug Treatment Court from the State of Georgia for Accountability Court FY2015 in the amount of

\$73,077.00. Grant requires 10% match which will be met with DATE Funds.

- 1.2 Consider approval for Cherokee County to serve as fiscal agent for Cherokee FOCUS for the period of July 1, 2014 to June 30, 2015
 - 1.3 Consider adoption of Agreement #4 to the Defined Benefit Plan to allow for a retiree to receive recognition for compensation earned but not received in 2013.
 - 1.4 Consider authorizing the County Manager to sign and issue an Addendum to the current Ricoh Professional Services Agreement (approved in November of 2013) for a multi-functional copier for Parks and Recreation. This is a follow-on order for \$1,439.52 over 48 months.
 - 1.5 Consider Intergovernmental Agreement between City of Woodstock and Cherokee County for maintenance of Rope Mill Road.
-

COUNTY MANAGER

- 2.1 Consider awarding Professional Services Agreement (PSA) to highest ranked proposer and lowest bidder, Hutcheson Horticulture Company, in the amount of \$28,260.00 for annual mowing of selected portions of roadway rights-of-way.
- 2.2 Consider awarding Professional Services Agreement for facility landscape maintenance services to the highest evaluated proposer, Tri Scapes, Inc., in the amount of \$98,760.00 per year.
- 2.3 Consider awarding Professional Services Agreement (PSA) to low bidder, Meer Electric, in an amount not to exceed \$35,500.00 per year for Outdoor Warning Siren Maintenance.

- 2.4 Consider approval of Amendment #2 to State FY 2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311). Approve a Budget Amendment to the County's adopted FY14 Budget in the total INCREASED amount of \$75,000.00.
- 2.5 Consideration to award contract to Sysco Food Service of Atlanta for the purchase and delivery of wholesale food items to be sold in CRPA concession stands including CCAC, Hobgood Park Softball Complex, Twin Creeks Softball Complex, and Riverside Athletic Complex.
- 2.6 Consider awarding contract to Latimer Construction in an amount of \$175,000.00 for the renovations to the CRPA South Annex; construction contract value of \$165,000.00 with a \$10,000.00 contingency controlled by the County.
- 2.7 Consider approval of a Development Agreement between Cherokee County and Riverstone Homes, Inc., for completion of public improvements at the Old Avery Parc subdivision.
- 2.8 Consider approval of 2014 Budget Amendment to increase SPLOST 2012-Economic Development Budget to fund the development of Cherokee 75 Corporate Park.
- 2.9 Approve the budget amendment to discontinue the transfer of funds from the General Fund to the Unincorporated County Services (UnCS) Fund. The Tax Commissioner will use these funds to hire a security firm and for other security and operating costs.
- 2.10 Consider approval for the use of reserves (which were generated by the 1% Administration Fees related to TAVT) in the amount of \$18,926.00 and allocate to the Tax Commissioner for enhanced security and customer service.

- 2.11 Consider approval of Community Development Block Grant (CDBG) 2013 Consolidated Annual Performance and Evaluation report (CAPER) for submission to HUD.
-

COUNTY ATTORNEY

- 3.1 City of Woodstock annexation notice, Main Street, East Side, North of GA Hwy 92 along Noonday Creek.

ADJOURN

Cherokee County Proclamation

Administrative Professionals Week

Whereas: The knowledge, skill and talents of administrative professionals are essential to the functions of all business, large and small, and all governments, local, state and federal; and

Whereas: Administrative professionals play a vital role in the overall efficient and orderly operation of Cherokee County's businesses and local governments; and

Whereas: Office and business environment requires competent, administrative professionals who can keep pace with today's new technology and complex forms of communications; and

Whereas: We join the International Association of Administrative Professionals, Appalachian Chapter, in celebrating the significant contributions these dedicated men and women make to the continued prosperity of the Cherokee County business community and to the operation of county government; now

Therefore: I, L.B. Ahrens, on behalf of the Cherokee County Board of Commissioners, do hereby proclaim **April 20-26, 2014 as Administrative Professionals Week** and the day of **April 23, 2014 as Administrative Professionals Day in Cherokee County**.

In witness whereof, I have hereunto set my hand and caused the Seal of the County of Cherokee to be affixed this, the **1st day of April** in the year of our Lord two thousand fourteen.



L.B. "Buzz" Ahrens
Chairman, Board of Commissioners

Cherokee County Proclamation

Whereas Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States;

Whereas there is inadequate data on the incidence and prevalence of Parkinson's disease, but it is estimated to affect 500,000 to 1,500,000 people in the United States and the prevalence will more than double by 2040;

Whereas Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention and the age-adjusted death rate increased 2.9 percent from 2010 to 2011;

Whereas it is estimated that the economic burden of Parkinson's disease is at least \$14.4 billion annually, including indirect costs to patients and family members of \$6.3 billion;

Whereas research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown and there is no objective test or biomarker for Parkinson's disease, and the rate of misdiagnosis can be high;

Whereas the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders (such as depression and anxiety); constipation; skin problems; and sleep difficulties;

Whereas there is no cure, therapy, or drug to slow or halt the progression of Parkinson's disease;

Whereas local, regional, and state volunteers, researchers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families;

Whereas increased education and research is needed to find more effective treatments with fewer side effects and, ultimately, a cure for Parkinson's disease;

NOW, THEREFORE, I, L.B. Ahrens, Jr., on behalf of the Cherokee County Board of Commissioners, do hereby proclaim **APRIL AS PARKINSON'S AWARENESS MONTH** in Cherokee County. Signed this 1st day of April, 2014

L.B. Ahrens, Jr., Chairman





Cherokee County Board of Commissioners WORK SESSION MINUTES

March 18, 2014

3:00 p.m. | Cherokee Hall

The Chairman began at 3:03 p.m. with all Commissioners present. He read several quotes from the book "776 Stupidest Things Ever Said" by Ross Petras.

1. Library Update by Anita Summers, Director.

Ms. Summers gave an overview of the 2013 Fiscal Year Statistics for the Cherokee County Libraries. She began by stating there were over 600,000 visits to the libraries. They registered 8,325 new borrowers totaling 88,102 borrowers. The number of items circulated in the libraries totaled 796,374. Ms. Summers presented a chart showing attendance and circulation tallies since 2007. She also showed a breakdown of the different types of items circulated. Ms. Summers shared a sample of the electronics check-out page where people can download e-books for free. She also showed the statistics of the e-book service and its increased usage during 2013. Commissioner Johnston asked if individuals can check out only one e-book at a time. Ms. Summers replied they can check out up to three at a time. Commissioner Johnston asked about single copies of a title. Ms. Summers said that only one person at a time could check it out. She said the benefit to the e-books is that you don't have to remember to take it back, but the person needs to be careful of the expiration so they can finish reading before the book disappears from their e-reader. There is also a mechanism for early return if the individual doesn't like the book. Commissioner Johnston asked if mostly best sellers are in their collection. Ms. Summers responded that there are all kinds, but not all publishers will sell to libraries. Fiction is the most popular but they have non-fiction and children's books as well.

Ms. Summers shared that one thing they have started doing at the R.T. Jones branch is circulating puzzles. An individual donated a bunch of them and asked if they would circulate them. She said they have been quite popular. She said they are trying to step outside the box to appeal to their patrons.

Ms. Summer shared totals from the various services they offer that they are able to track. Total usage is over 1.5 Million. She gave a brief overview of the Reference & Adult Services page on their website and the tools offered. She also went over programs offered to the public. Attendance for those programs

continues to grow. A new program at the Woodstock library is the Lego Club. Another popular program is the Toddler Lapsit program. Reading to dogs program helps children with reading problems. They have youth staff that put on puppet shows and receive a great response from the kids. She shared many other programs offered to all age groups.

Ms. Summers explained how the value of library services may be calculated. She showed a screen shot of a services calculator on the Georgia Public Services website. The calculator came from the Massachusetts Library Association. Ms. Summers stated that on the Georgia website, they also breakdown the Return on Investment using three services. Books and materials borrowed, they averaged to be \$25.00 a book. They likened attendance to equal the cost of a movie ticket. They also compared internet and computer usage to a \$7.00 session at a cyber café. Using the three services, Georgia Public Services came up with a total Return on Investment of \$6.52 for every \$1.00. Ms. Summers said she used the same formula for Cherokee County and came up with \$11.01 for every \$1.00. She showed local government funding for 2013 as well. Ms. Summers showed a chart of several Georgia counties and pointed out where Sequoyah Regional stands in the State for funding per capita. Sequoyah is \$9.19 per capita in local funding for 2013. Ms. Summers showed a chart comparing Cherokee's per capita to neighboring counties.

In conclusion, Ms. Summers shared their short-term goals. The first is to restore staff and lost hours due to funding cuts. The second is to obtain additional staff for youth programming. She also shared programs coming soon to the libraries such as the Kids' E-book web page, summer programs, long-range planning, and renovations.

The Chairman asked if there was a limit on computer usage. Ms. Summers stated that she believes the time limit is about two hours. She further explained that there is an automated system that will sign off when time is up and the individual can renew their time if no one is waiting. The Chairman also asked if there was a possibility of having a tag-team of volunteers to help with youth programming. Ms. Summers replied that they use volunteers for a lot of their special programs. Commissioner Johnston referred to a recent news story of someone jailed for overdue fees and asked if they resort to those measures. Ms. Summers said they do not. They use a collection agency that just works with libraries to help collect fees. Commissioner Nelms referred to the library system's goal of restoring staff and asked if there was a dollar amount associated with that. Ms. Summers stated that they are working on their budget for the coming year and they are waiting for word from the State as far as what they are going to do. Once they get their budget, they are going to try to get their figure to the Board for what it would take

to get back to where they were as far as staff and hours. She said they appreciate the Board's support and she will contact them to get on the agenda for an update after summer numbers are in.

2. Grant Presentation by Jessica Moss, Solicitor General.

Ms. Moss began by introducing herself to those who may not know her. She gave a brief explanation of the functions of the office of the Solicitor General. She stated that they are the prosecuting attorneys for State Court. They do the misdemeanor cases. They are located in the Historic Courthouse. Ten of their employees are lawyers. Their investigators are post certified which means they have law enforcement backgrounds. Each is specialized in certain areas which helps prosecutors be more effective in their cases. Ms. Moss stated since she has taken office they have improved relationships with all the law enforcement agencies in the County. Everyone is working together more.

Ms. Moss explained the 72-hour hearings. She said they are held at the jail every day involving those who have not been able to post bond and they are able to ask for special conditions bond. The misdemeanors they handle are DUI's, domestic violence cases, theft, misdemeanor marijuana cases, and check forgeries. Ms. Moss stated that most domestic homicides will have begun as misdemeanors. They are in court four out of five days per week. They have two trial weeks each month. Ms. Moss said last year her office processed 756 DUI's in just the unincorporated portions of the County. The numbers do not include those in city limits. They have processed over 400 domestic violence cases, about 300 property crimes, almost 400 marijuana cases, and over 10,000 traffic cases.

Ms. Moss stated the grant she has been given through the Prosecuting Attorneys Council for a Victim Advocate. The office had one in the past and that position is no longer there. Ms. Moss referred to a bill that was passed by the Georgia General Assembly in 1995 commonly called the Victim's Bill of Rights. This allows victims the right to know certain things and the ability to be heard on certain issues. They receive help obtaining restitution and victim's compensation under the law. These are things a Victim Advocate does. Ms. Moss stated that virtually all of their cases have victims and they don't have the necessary staff to help all of them. She said compared to the rest of the State, every other prosecution office has their advocate in place already. Ms. Moss said she applied and received the grant. She stated the reason she is before the Board now is because it seemed premature to ask for something she didn't know she had and did not know what the cost would be at that time. It's a Federal grant and the actual match for the County is \$4,583.00 and is what Ms. Moss asks the Board to consider approving.

Ms. Moss explained that most prosecuting offices are funded by five percent funds. These are funds generated from fines that are paid by criminal fines in criminal courts. Ms. Moss stated her office does not receive five percent funds which is why she asked for the grant. She went on to explain how she came up with the amount and that it may potentially be less. She referred to the packet of documents prepared for the Board's signatures. Ms. Moss asked that the Board consider approving the position so they can get someone hired to start on April 1, 2014 to begin taking better care of victims.

Ms. Moss opened the floor for questions. Commissioner Johnston commented that the amount seems to be for eight months. Ms. Moss stated it is for six. Commissioner Johnston stated he assumes, if approved, that when it is brought before them again it would be for about twice the amount for a full year. Ms. Moss said she was told that for FY2015 the match amount for the County would be \$9,164.00. Commissioner Johnston asked what happens when the grant goes away. Ms. Moss said the applicant would have to understand that the position could possibly go away if grant money runs out.

Commissioner Johnston asked if they handle misdemeanors within city limits outside of DUI's and traffic offenses. Ms. Moss said not all of them. They handle the domestic violence cases. Shoplifting cases are held in their respective municipalities. However, if they request a jury trial, they have to go through her office. Other theft cases go through them as well. Ms. Moss listed several other offenses that might occur within city limits that they handle.

The Chairman stated they would amend the agenda to include consideration of the grant.

3. Discussion of Regular Agenda Items.

ZONING CASES

CASE NUMBER	: 14-03-002
APPLICANT	: Chatham Neighborhoods, LLC
ZONING CHANGE	: OI, R-40 and AG to R-15
LOCATION	: Batesville Road and Hickory Flat Highway
MAP & PARCEL NUMBER	: 02N02 - 101, 75
ACRES	: 67.51
PROPOSED DEVELOPMENT	: Conservation Subdivision

**COMMISSION DISTRICT
FUTURE DEVELOPMENT MAP**

: 2
: Transitional, Suburban Growth
and Country Estates

PLANNING COMMISSION RECOMMENDATION

: Denial

The Chairman began by stating, as an observation, he did not get as much from the Planning Commission hearing as he had hoped. He added there was equal representation from both sides. There have been discussions about looking into alternatives and other considerations. Commissioner Gunnin stated the requested R-15 wasn't conducive to the area. He said Mr. Huff and his group came back with an alternate plan but they have not yet had a chance to review it and see if it would fall within the parameters they want it to. Mr. Huff said they have been trying to work with the sellers and their engineers in looking at different alternatives. They just haven't had time to do it. Mr. Huff stated some of the residents wanted to meet with them as soon as the new plans were drawn. Mr. Huff stated he would like to table it for a few weeks so they can be sure to be as organized as they can on different proposals. Commissioner Gunnin stated that once they come up with something more conducive for the area and meet with the community members, they can work from there.

The Chairman asked Mr. Watkins about the transitional corridor. Mr. Watkins stated the transitional corridor doesn't have a specific distance and that is on purpose. He said the reason for that is they can't always determine the nature of the topography and a host of other reasons. The purpose of a transitional corridor is for an area to go through a transition, for example, from a residential to a commercial area. Mr. Watkins said another thing to keep in mind is the Comprehensive Plan policy document which serves as a guideline.

The Chairman brought up another large development that was considering a rezoning and asked if they just decided to build out according to the current zoning. Mr. Watkins stated they were running numbers and looking to see if they can stay within the existing zoning and they have opportunity of some other land but they are trying to make it work. He said they are not scheduled for a Public Hearing until May. Commissioner Nelms commented on the number of zoning cases coming up. Mr. Watkins stated they are seeing more of the vacant lots being consumed. Commissioner Nelms asked if they were seeing more bookended zoning. Mr. Watkins said a lot of them are in the Woodstock and Holly Springs area. He added Ms. Lee's calendar has been full with meetings with people to discuss possible projects.

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

- 1.1 Consider approval to transfer \$19,077.00 from Building Inspections to the Development Services Center for transfer of position for additional Customer Service.

Commissioner Johnston expressed concern that with activity at the Development Services Center increasing, building inspections will also increase. Mr. Cooper stated the individual moving would be able to continue with the same service. Commissioner Johnston stated they will probably have to add back inspectors and other building-related positions. Mr. Cooper said they are monitoring it closely and seeing a significant increase. Commissioner Gunnin mentioned the Fire Marshals will also have to start reviewing plans again. Mr. Cooper commented one of the Fire Marshals would be retiring and they are cross-training someone to fill that spot and they will determine what their needs are.

- 1.2 Consider approval to release one loaned tanker fire apparatus and one loaned tanker (tender) body back to Georgia Forestry. Also, approval to surplus and donate one truck chassis to Georgia Forestry. The chassis would cost more in work and man hours to disassemble than the value of the chassis.

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

- 2.1 Consider approval to accept Homeland Security Grant Program/State Homeland Security Grant Program and Budget Amendment in the amount of \$12,000.00 for grant period August 26, 2013 to May 30, 2014. This is a no match grant.
- 2.2 Consider approval of Professional Services Agreement with Kimley-Horn & Associates, Inc., for completing an intersection analysis for the intersection of Woodstock Road and Victory Drive in the amount of \$10,900.00.

Commissioner Nelms briefly shared a timeline of events leading up to the current activity for the intersection. He stated the tragic accident leading up to current events surrounding the intersection attracted a lot of media attention. Commissioner Johnston commented he has learned not to over-promise on road projects because they take time. He asked Mr. Morton what

the timeframe of construction would be if the design is acceptable to him. Mr. Morton replied that it could be the end of April when they will have an idea of the best route to take and if it will be a simple fix or a more involved situation. Commissioner Nelms stated he would want this to be a well thought out solution rather than a knee-jerk reaction.

- 2.3 Consider approval of annual guardrail installation and repair services contract with Martin-Robbins Fence Company, Inc., to perform guardrail installation and repairs county-wide as needed.
- 2.4 Consider Sidewalk Trip Hazard Removal Services Contract with MRC Group, LLC, to perform sidewalk repairs county-wide as needed.
- 2.5 Consider Professional Services Consulting Contract for update to the Cherokee County Comprehensive Transportation Plan (CTP) to Parsons Brinkerhoff, Inc., in the amount of \$378,674.00.

The Chairman asked if the County has done much business with this group. Mr. Morton stated some of the individuals on the team have done work for the County. Commissioner Johnston asked how far out in the plan did they attempt to look. Mr. Morton said 25 years. The Chairman said they update it every five years.

The Chairman briefly mentioned Mr. Morton's update presentation on the County. He suggested posting the presentation on the County website. Mr. Morton asked if he should present at the next Work Session. The Chairman said yes.

- 2.6 Consider approval of Change Order to Maintenance Services Agreement with Shumate Mechanical for the installation of variable fan device controls at a cost not to exceed \$40,000.00 for the Aquatic Center. Also requesting approval of landscape plan and authorization to be competitively bid for the installation of approximately 90 to 95 trees at a budget of approximately \$40,000. Upon receipt of bids, BOC approval will be requested.

Mr. Cooper stated he hopes to have a bid on the trees by the next Work Session. He gave an update that the County is working with the Department of Environmental Health regarding the sensors on the outside lighting to hopefully allow some of the lights to turn off at night. He added they hope to reach a solution soon. The Chairman asked if they were able to get the deflectors turned down. Mr. Echols responded that they did try that but it took it down below the required level under the current regulations.

- 2.7 Consider approval to submit a grant application to Criminal Justice Coordinating Council (CJCC) for funds to establish/continue operation of a Mental Health Court in Cherokee County in the amount of \$113,625.00 with a match of \$12,625.00.

Judge Woods of Probate stated this is a continuation from last year. They began planning last summer through the fall and ran into treatment issues. The State mandates certain treatment services which we don't have in the County. He said he is now in the process of determining how we can get the services that clients need through the Probate Court and working with local providers. Judge Woods stated this is the same grant through CJCC and this is the first year they have required a matching of ten percent which can be obtained in other ways rather than asking the County for funds. He said he will continue to try and find other resources once this grant money runs out. Judge Woods added that one change he did make is that when it was proposed last year, the only paid position was a coordinator. He has changed that to a contract position instead of an employee position.

The Chairman asked for an example of the services the County does not have. Judge Woods mentioned Moral Resonation Therapy (MRT) and Motivation for Change. He said he wants it to be a success once they get it going.

Commissioner Johnston referred to the statement Judge Woods made about matching using existing funds. He confirmed they were not asking for budget funds from the County. Judge Woods said they would tap into user fees and the like. Mr. Cooper added that if it is awarded they will submit a budget amendment.

- 2.8 Amendment: Consider approval of request by Solicitor General for VOCA Grant and budget amendment.

Mr. Ramsey went over the one item under the **County Attorney** portion:

- 3.1 Notice of Annexation, City of Woodstock regarding property located at the East Side of Main Street North of Highway 92.

Mr. Ramsey, sitting in for Ms. Davis, corrected the location as being West Side of Main Street. He stated the majority of the property is in City limits but about five to six acres is still unincorporated. The County zoning is R-40 with the Future Land Use Map calling for Urban Village. The proposed use and zoning for Woodstock is under the Downtown Medium Residential classification. According to the site plan, the portion that is currently unincorporated will be primarily used for greenspace and trails adjoining the creek. It is determined there is not any material burden or increase in intensity of use. Mr. Ramsey stated it is recommended that the Board not issue a land use objection on this annexation. The Chairman confirmed the location. A brief discussion ensued about the property. Commissioner Johnston stated he didn't believe they would have any grounds to object to the annexation. All agreed.

Adjourn

Hearing no further business, Commissioner Johnston made a motion to adjourn to Executive Session at 4:35 p.m. to discuss personnel, land acquisition or disposal, and/or pending or threatened litigation; Commissioner Gunnin seconded and the motion was unanimously approved.



Cherokee County Board of Commissioners

MINUTES

March 18, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Commissioner Nelms led the invocation.

PLEDGE OF ALLEGIANCE

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

Commissioner Johnston led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:06 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Larry Ramsey; 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 6:00 p.m.

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

PROCLAMATIONS/PRESENTATIONS

1. Proclaiming March 23-29 as Boys and Girls Club Week in Cherokee County.

Chairman Ahrens read the proclamation and called the Boys and Girls club members who were in attendance to the front and presented the proclamation to a Boys and Girls Club representative.

2. Proclaiming March 28 as Agriculture Day in Cherokee County.

Chairman Ahrens read the proclamation and presented it the Cherokee County Farm Bureau's president, Mr. William Grizzle.

3. Presentation of EMS Service of the Year Award.

Chief Prather spoke briefly about the award, adding that the credit goes to Chief West. At that, he turned the presentation over to EMS Chief Danny West. Chief West stated that the award was based on 20 criteria and there were 11 evaluators and that they were honored to receive the award. Chief West said that they had received the EMS Service of the Year award in 2008. He said that in 2008 they won the State EMS Service award also and that they hoped to win that as well this year. Chief West then spoke about Dr. Jill Mabley, the County's Medical Director, who won the Virginia Hamilton Award. He said that Dr. Mabley was a big supporter of the County's EMS and that Cherokee County was lucky to have her. Chief Prather concurred that we were lucky to have Dr. Mabley.

AMENDMENTS TO AGENDA

1. Add item 2.8: Consider approval of request by Solicitor General for VOCA Grant and budget amendment.

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

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM MARCH 4, 2014.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

Two people signed up to speak:

1. Mr. James Harold of Canton signed up to speak about the Aquatic Center. As a resident of The Falls of Cherokee, he thanked Commissioner Poole and the other Commissioners as well as Mr. Bill Echols for their assistance with noise issues caused by the Aquatic Center.
2. Mr. Roger Carter of Woodstock signed up to speak about the need for a recycler to clean up their messes. He read from a proposal he had sent the Commissioners and made available to the public.

ZONING CASES

CASE NUMBER	: 14-03-002
APPLICANT	: Chatham Neighborhoods, LLC
ZONING CHANGE	: OI, R-40 and AG to R-15
LOCATION	: Batesville Road and Hickory Flat
Highway	
MAP & PARCEL NUMBER	: 02N02 - 101, 75
ACRES	: 67.51
PROPOSED DEVELOPMENT	: Conservation Subdivision
COMMISSION DISTRICT	: 2
FUTURE DEVELOPMENT MAP	: Transitional, Suburban Growth and Country Estates
PLANNING COMMISSION RECOMMENDATION	: Denial

Jeff Watkins gave an overview of the case. Chairman Ahrens added that at Work Session, discussion led to the recommendation to postpone any action for two weeks. Commissioner Gunnin commented that he had had a lot of

correspondence related to this case. He said that he felt R15, which was the original proposal, was too dense. He said that the developer has proposed less density but that they hadn't had time to put anything together. He said as post commissioner he was recommending a two-week continuance to get plans together. Mr. Parks Huff, attorney for the applicant, agreed that a two week postponement would give them more time to fine tune and get more data. Commissioner Johnston said that it needs to be a substantial reduction in order to conform to the land use plan. He said the revised proposal comes close, but he would like to see 15% or so on top of the 20% for a total of 35% or so reduction. His preference would be R-20 at the frontage, R-40 next and R-80 in the back. Commissioner Nelms stated that he had received a lot of email communication, and said that the Board is their voice and he thanked them for coming to the Board. Chairman Ahrens stated that it was the Board's understanding that a property slightly East had a high likelihood of being developed with current zoning and may withdraw their request for rezoning. He added that this was unofficial at this point but that it was their understanding.

Commissioner Gunnin made a motion to postpone until the April 1, 2014 meeting; Commissioner Nelms seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

CONSENT AGENDA

- 1.1 Consider approval to transfer \$19,077.00 from Building Inspections to the Development Services Center for transfer of position for additional Customer Service.

- 1.2 Consider approval to release one loaned tanker fire apparatus and one loaned tanker (tender) body back to Georgia Forestry. Also, approval to surplus and donate one truck chassis to Georgia Forestry. The chassis would cost more in work and man hours to disassemble than the value of the chassis.

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

COUNTY MANAGER

- 2.1 Consider approval to accept Homeland Security Grant Program/State Homeland Security Grant Program and Budget Amendment in the amount of \$12,000.00 for grant period August 26, 2013 to May 30, 2014. This is a no match grant.

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

- 2.2 Consider approval of Professional Services Agreement with Kimley-Horn & Associates, Inc., for completing an intersection analysis for the

intersection of Woodstock Road and Victory Drive in the amount of \$10,900.00.

Ms. Beale, whose niece was killed in January at the intersection, was in attendance. From the audience she spoke about keeping the project at the front burner so that no one had to suffer like her family has. Commissioner Nelms responded by saying he was the District Commissioner and would speak on behalf of the Board. He said that the Board understood how she felt and he read through the plans that said the analysis will include: reviewing all accident data, reviewing intersection geometry and sight distance, performing and analyzing 24-hour and peak hour traffic and turning movement counts on all approaches to the intersection, reviewing future development trends in the immediate area that will impact the traffic flow at this intersection, performing an all-way stop warrant analysis, performing a round-a-about analysis, performing a traffic signal warrant study and conducting a cost analysis of all practical alternatives.

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

2.3 Consider approval of annual guardrail installation and repair services contract with Martin-Robbins Fence Company, Inc., to perform guardrail installation and repairs county-wide as needed.

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

2.4 Consider Sidewalk Trip Hazard Removal Services Contract with MRC Group, LLC, to perform sidewalk repairs county-wide as needed.

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

2.5 Consider Professional Services Consulting Contract for update to the Cherokee County Comprehensive Transportation Plan (CTP) to Parsons Brinkerhoff, Inc., in the amount of \$378,674.00.

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

2.6 Consider approval of Change Order to Maintenance Services Agreement with Shumate Mechanical for the installation of variable fan device controls at a cost not to exceed \$40,000.00 for the Aquatic Center. Also requesting approval of landscape plan and authorization to be competitively bid for the installation of approximately 90 to 95 trees at a budget of approximately \$40,000.00. Upon receipt of bids, BOC approval will be requested.

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

2.7 Consider approval to submit a grant application to Criminal Justice Coordinating Council (CJCC) for funds to establish/continue operation of a Mental Health Court in Cherokee County in the amount of \$113,625.00 with a match of \$12,625.00.

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

2.8 Amendment: Consider approval of request by Solicitor General for VOCA Grant and budget amendment.

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

COUNTY ATTORNEY

3.1 Notice of Annexation, City of Woodstock regarding property located at the East Side of Main Street North of Highway 92.

Mr. Ramsey gave an overview of the annexation notice of approximately 5 to 6 acres of a 52.95 acre parcel that has already been annexed. He said that staff has not found the annexation to be of a material increase in burden upon the County in which to meet land use objection under the statute. He said his recommendation would be to not object the annexation request. The Board was in approval of no objection. Mr. Ramsey stated that if the Board did not object to the annexation, no action would be necessary.

ADJOURN

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

Special Joint Meeting

CHEROKEE COUNTY BOARD OF COMMISSIONERS

AND

RESOURCE RECOVERY DEVELOPMENT AUTHORITY

TUESDAY, MARCH 4, 2014

4:30 p.m. in Cherokee Hall

MINUTES

Chairman Ahrens called the meeting to order at 4:37 p.m. Those present included Chairman Ahrens, Commissioner Johnston, Commissioner Nelms, Commissioner Gunnin, Commissioner Poole, Robert Morrison, County Attorney Angie Davis, County Manager Jerry Cooper, County Clerk Christy Black, staff, members of the press, and members of the public.

Chairman Ahrens asked for a motion to amend the agenda to add the approval of the RRDA Minutes from February 17, 2014.

Commissioner Nelms made a motion to approve the amendment; Chairman Ahrens seconded and there was unanimous approval.

Chairman Ahrens asked Ms. Davis advice on approval of these minutes due to the meeting having taken place under the former RRDA Board. Ms. Davis recommended the current composition of the RRDA Board to approve the minutes to make them an official record with the notation below in the record:

The present membership of the RRDA is different than the membership that took official action during the February 17, 2014 meeting, with the exception of one member, Robert Morrison, who was not in attendance at the February 17, 2014 meeting. The current membership of the RRDA approves the above minutes to render them the official record in accord with O.C.G.A. 50-14-1(e)(2)A), but in so doing qualifies that approval as follows: (1) no current RRDA member was in attendance at that meeting in his capacity as a member of the RRDA, however, Buzz Ahrens, Harry Johnston, and Jason Nelms were in attendance in their capacities as members of the Board of Commissioners; (2) no current RRDA member can, therefore, certify that the minutes precisely capture the official action taken during that meeting, however, current RRDA members Ahrens, Johnston, and Nelms find the minutes to accurately capture what they observed during the February 17 meeting; (3) the February 17 minutes were prepared by the clerk in attendance and with whom the current membership of the RRDA has confidence will accurately report what occurred; and (4) the present membership of the RRDA have no knowledge of anything in the February 17 minutes, as prepared by the clerk, being inaccurate.

1. Amendment: Chairman Ahrens then called for a motion to approve the minutes from the RRDA February 17, 2014.

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

Chairman Ahrens asked for a motion to amend the agenda again to add the approval of the called RRDA Minutes from February 21, 2014.

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

2. Amendment: Chairman Ahrens then called for a motion to approve the minutes from the RRDA February 21, 2014.

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

3. Update on Letter of Interest and Rental Agreement from RRDA meeting on February 21, 2014.

Chairman Ahrens said that Ms. Davis had reviewed the minutes regarding the LOI and asked her if she thought this discussion was a basis to adjourn to Executive Session to discuss. Ms. Davis said that Executive Session to discuss land acquisition and disposal would be appropriate.

Chairman Ahrens made a motion to adjourn to Joint Executive Session to discuss property acquisition and disposal at 4:44 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

4. Executive Session.

The Joint RRDA Meeting reconvened and was called to order at 5:31 p.m. Chairman Ahrens stated that coming out of Executive Session we have some action to take. He said that having two boards, the motion will be addressed separately. First, a motion and vote will be taken by the RRDA followed by a motion and vote by the BOC.

Robert Morrison made a motion to reject the counter-offer to the Letter of Interest and Rental Agreement presented by Cowart on February 20, 2014; Commissioner Nelms seconded. Commissioner Johnston commented that we are

not saying that we don't want to do business with Cowart. In fact, quite the contrary, we hope we can do business with Cowart. However, we have come to see that regarding the counter-offer terms, we can't do this; we would basically have to start over and try again. He added that in his opinion, that was not out of the question. Having a motion and a second, the Chairman called for a vote from the RRDA which resulted in unanimous approval.

Commissioner Johnston made a motion to reject the counter-offer to the Letter of Interest and Rental Agreement presented by Cowart on February 20, 2014; Commissioner Nelms seconded; the resulting vote was approval 4-1 with Commissioner Poole voting nay.

Chairman Ahrens asked if there was any further business to come before the Boards. Hearing none, Commissioner Johnston made a motion to adjourn the Joint meeting at 5:34 p.m.; Commissioner Nelms seconded and there was unanimous approval.



Please Note:
Board voted March 18, 2014
to move the case to April 1,
2014 with agreement from
applicant's attorney.

Planning and Land Use

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

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: March 10, 2014

SUBJECT: Summary of February Zoning Case

At the March 4, 2014 meeting the Planning Commission reviewed the following items:

Zoning Case:

CASE NUMBER	: 14-03-002
APPLICANT	: Chatham Neighborhoods, LLC
ZONING CHANGE	: OI, R-40 and AG to R-15
LOCATION	: Batesville Road and Hickory Flat Highway
MAP & PARCEL NUMBER	: 02N02 - 101, 75
ACRES	: 67.51
PROPOSED DEVELOPMENT	: Conservation Subdivision
COMMISSION DISTRICT	: 2
FUTURE DEVELOPMENT MAP	: Transitional, Suburban Growth and Country Estates
PLANNING COMMISSION RECOMMENDATION	: Denial



Cherokee County, Georgia Agenda Request

SUBJECT: Grant application approval

MEETING DATE: April 1, 2014

SUBMITTED BY: Vicki Benefield, DUI/Drug Treatment Court

COMMISSION ACTION REQUESTED:

Consider approval to apply for DUI/Drug Treatment Court Grant from the State of Georgia for Accountability Court FY 2015 in the amount of \$73,077.00. Grant requires 10% match which will be met with DATE funds.

FACTS AND ISSUES:

The DUI/Drug Treatment Court is requesting approval to apply for grant funding from the State of Georgia Accountability Court FY 2015. Funding is being requested to help pay for 50% of the Compliance Office and 50% of the Coordinator's salaries. In addition, funding is requested for drug tests and testing supplies for the in-house laboratory and additional treatment services.

The total amount of the grant is \$73,077. There is a 10% match for this year's grant and the DUI/Drug Treatment Court is prepared to match all funding with DATE funds from the county.

Last year the DUI/Drug Treatment Court was funded \$42,341.

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:

Consider approval to apply for DUI/Drug Treatment Court Grant from the State of Georgia for Accountability Court FY 2015 in the amount of \$73,077.00.

REVIEWED BY:

DEPARTMENT HEAD:

Vicki Benefield

AGENCY DIRECTOR:

COUNTY MANAGER



Cherokee County, Georgia Agenda Request

SUBJECT: Fiscal Agent for FOCUS

MEETING DATE: April 1, 2014

SUBMITTED BY: Christy Black

COMMISSION ACTION REQUESTED:

Consider approval for Cherokee County to serve as fiscal agent for Cherokee FOCUS for the period of July 1, 2014 to June 30, 2015.

FACTS AND ISSUES:

The Board of Commissioners has served as the fiscal agent for the Family Connection Grant since 2001. The coming fiscal year of July 2014 to June 2015 will once again be in the amount of \$45,000.00. These funds allow FOCUS to continue to serve the community through collaborative meetings, Cherokee Youth Works Program, Drug Free Cherokee initiative and others including Volunteercherokee.com website.

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, Amendment, and/or Purchase over the amount of \$000.00: *Yes No

*If yes, Procurement Director must sign approval below.

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

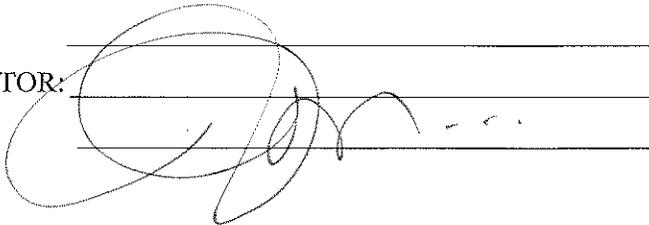
Approve Cherokee County to serve as fiscal agent for Cherokee FOCUS for the period of July 1, 2014 to June 30, 2015 and execute Fiscal Agent and Acceptance Agreement.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

PROCUREMENT DIRECTOR: _____

COUNTY MANAGER: _____




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

March 26, 2014

Christy Black
Cherokee County
County Clerk
1130 Bluffs Pkwy.
Canton, GA 30114

Dear Christy,

Enclosed is everything that you should need to have signed for the Family Connection Partnership Fiscal Agent Contract. I will also be delivering a copy of our Annual Report to Mr. Cooper and each of the Board of Commission members.

We would like to be placed on the agenda for the April 1, 2014 Board of Commissioners Meeting. The Board has served as the fiscal agent for the Family Connection Grant since 2001. The coming fiscal year of July 2014 through June 2015 will once again be in the amount of \$45,000. These funds allow us to continue to serve the community through our collaborative meetings, Cherokee Youth Works Program, Drug Free Cherokee initiative and other initiatives including the latest VolunteerCherokee.com website for community volunteers.

Thank you for your time and consideration.

Sincerely,

Sonia Carruthers
Executive Director & CEO

Fiscal Agent Designation and Acceptance Agreement

County: Cherokee

The Cherokee County Board of Commissioners agrees to serve
(official name of agency or board)

as the fiscal agent for the Cherokee FOCUS
(name of Family Connection collaborative)

For the period of July 1, 2014 through June 30, 2015.

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

Mail signed agreement with signed W-9 to:

FY15 Fiscal Agent Information
Georgia Family Connection Partnership
235 Peachtree Street, Suite 1600
Atlanta, GA 30303-1422

Family Connection Collaborative Chair:



(Signature in blue ink)

Kevin Williams

(Print Name in Block Letters)

Date: 3/26/14

~~~~~  
**Family Connection Coordinator:**



(Signature in blue ink)

Senia Carrothers

(Print Name in Block Letters)

Date: 02/04/2014

**Fiscal Agent:**

(Signature of agency representative legally responsible to enter into contract.)

Signature in blue ink)

(Print Name in Block Letters)

Title: \_\_\_\_\_  
(Print Title in Block Letters)

Date: \_\_\_\_\_

Attach completed W-9 form and mail to address given above.

Note: Information entered into CIMS system by collaborative will be source for contract preparation.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

|                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | Name (as shown on your income tax return)                                                                                                                                                                                                                                                                                                                                                                         |                                         |
|                                                                   | Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                    |                                         |
|                                                                   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ |                                         |
|                                                                   | <input type="checkbox"/> Exempt payee                                                                                                                                                                                                                                                                                                                                                                             |                                         |
|                                                                   | <input type="checkbox"/> Other (see instructions) ▶                                                                                                                                                                                                                                                                                                                                                               |                                         |
| Address (number, street, and apt. or suite no.)                   |                                                                                                                                                                                                                                                                                                                                                                                                                   | Requester's name and address (optional) |
| City, state, and ZIP code                                         |                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |
| List account number(s) here (optional)                            |                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |

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| <b>Part I Taxpayer Identification Number (TIN)</b>                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.                                                                                                                                                                                                                                                                                                                               | <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table> | Employer identification number |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>Part II Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| Under penalties of perjury, I certify that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <ol style="list-style-type: none"> <li>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>3. I am a U.S. citizen or other U.S. person (defined below).</li> </ol>                 |  |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4. |  |

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                              |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 9                                    |
| Broker transactions                                                                    | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5                                         |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>                 |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

| For this type of account:                                                                                                                                                                   | Give name and SSN of:                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                                                                                                               | The individual                                                                                          |
| 2. Two or more individuals (joint account)                                                                                                                                                  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)                                                                                                                                | The minor <sup>2</sup>                                                                                  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law                                          | The grantor-trustee <sup>1</sup><br><br>The actual owner <sup>1</sup>                                   |
| 5. Sole proprietorship or disregarded entity owned by an individual                                                                                                                         | The owner <sup>3</sup>                                                                                  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))                                                                               | The grantor <sup>4</sup>                                                                                |
| For this type of account:                                                                                                                                                                   | Give name and EIN of:                                                                                   |
| 7. Disregarded entity not owned by an individual                                                                                                                                            | The owner                                                                                               |
| 8. A valid trust, estate, or pension trust                                                                                                                                                  | Legal entity <sup>4</sup>                                                                               |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                                                                                                   | The corporation                                                                                         |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization                                                                                                 | The organization                                                                                        |
| 11. Partnership or multi-member LLC                                                                                                                                                         | The partnership                                                                                         |
| 12. A broker or registered nominee                                                                                                                                                          | The broker or nominee                                                                                   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity                                                                                       |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))                                           | The trust                                                                                               |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## Cherokee County, Georgia Agenda Request

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SUBJECT: Defined Benefit Plan – Carl Pope

MEETING DATE: 4/1/2014

SUBMITTED BY: Steven B. McClure

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**COMMISSION ACTION REQUESTED:**

Approve the attached Adoption Agreement Amendment #4 To Association County Commissioners of Georgia Defined Benefit Plan for Cherokee County Employees, and the corresponding Resolution to Amend The Association County Commissioners of Georgia Defined Benefit Plan for Cherokee County Employees Adoption Agreement which allows for one retiree to receive retirement credit for compensation earned, but not received in 2013.

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**FACTS AND ISSUES:**

Carl Pope, a former employee, completed all required paperwork to retire on December 18, 2013. His retirement date was established as December 31. After submitting the paperwork, Mr. Pope took vacation, but returned December 30 and 31 so others in the department could take scheduled vacation. Payroll for the last week in December was paid in 2014. The two days of vacation pay earned in 2013 could not be reported on the 2013 W-2 because it was not paid until 2014. According to our Defined Benefit Model Plan document only compensation reported on the W-2 for the calendar year would be used to calculate retirement benefits. This caused a reduction of Mr. Pope's retirement benefit calculation by \$31.51 per month.

The resolution and amendment were proposed by Gebcorp as the best solution to remedy this case. No other employees will be impacted by this action.

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**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.

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**ADMINISTRATIVE RECOMMENDATION:**

Approve the Resolution and Adoption Agreement Amendment #4.

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**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

A large, stylized handwritten signature in blue ink is written across the signature lines for Department Head, Agency Director, and County Manager.

**ADOPTION AGREEMENT AMENDMENT #4  
TO ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
DEFINED BENEFIT PLAN  
FOR CHEROKEE COUNTY EMPLOYEES**

THIS AMENDMENT is made and entered into by Cherokee County Board of Commissioners (the "Employer").

WITNESSETH:

**WHEREAS**, the Employer maintains the Association County Commissioners of Georgia Defined Benefit Plan (the "Plan") for Cherokee County Employees for the benefit of its eligible employees;

**WHEREAS**, the Employer adopted the Plan through an Adoption Agreement, the most recent effective April 1, 2010;

**WHEREAS**, Section 16.02 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement.

**NOW, THEREFORE**, the Adoption Agreement is hereby amended as follows:

1. The Adoption Agreement Addendum, is amended by adding an additional Employee Class as follows:

**Class 5: Certain Plan Participants**

Carl Pope

Amendment Effective Date: \_\_\_\_\_, 2014

2. The language contained in Section 1.13, Compensation, is deleted in its entirety and replaced with the following language:

**1.13 COMPENSATION.**

- The total amount of all payments, direct or indirect, made by the Employer to an Employee for services rendered to the Employer, for a calendar year which ends within a Plan Year, as defined in Code Section 3401(a) for purposes of tax withholding at the source (as reported to the Employee on Form W-2 for such year). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under a Code Section 132(f)(4) qualified transportation plan or under Code Sections 125, 402(g)(3), 457 or 414(h), on behalf of a Participant for such Plan Year.
- Other (specify): The total amount of all payments, direct or indirect, made by the Employer to an Employee for services rendered to the Employer, for a calendar year which ends within a Plan Year, as defined in Code Section 3401(a) for purposes of tax withholding at the source (as reported to the Employee on Form W-2 for such year). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under a Code Section 132(f)(4) qualified transportation plan or under Code Sections 125, 402(g)(3), 457 or 414(h), on behalf of a Participant for such Plan Year.

**Notwithstanding any language in the Plan to the contrary, Compensation for 2013 shall include amounts received in January of 2014 for accrued vacation pay.**

Amendment Effective Date: \_\_\_\_\_, 2014  
Applicable Employees as defined  
in the Adoption Agreement Addendum: \_\_\_\_\_ Class 5

IN WITNESS WHEREOF, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION TO AMEND  
THE ASSOCIATION COUNTY  
COMMISSIONERS OF GEORGIA DEFINED BENEFIT PLAN  
FOR CHEROKEE COUNTY EMPLOYEES ADOPTION AGREEMENT**

**WHEREAS**, the Cherokee County Board of Commissioners (the "Employer") previously adopted Association County Commissioners of Georgia Defined Benefit Plan for Cherokee County Employees (the "Plan") through an Adoption Agreement, the most recent effective April 1, 2010;

**WHEREAS**, the Carl Pope (the "Participant") terminated employment with the Employer effective December 31, 2013;

**WHEREAS**, the Participant received payment for accrued vacation leave in January of 2014, and will be shown on his 2014 Form W-2;

**WHEREAS**, Compensation, as defined by the Plan, shall include all payments as reported to the Employee on Form W-2 for such year;

**WHEREAS**, the Employer desires to amend the definition of Compensation to state that the Participant's Compensation for 2013 shall include amounts he received in January of 2014 for accrued vacation pay.

**NOW THEREFORE, BE IT RESOLVED** that the Employer hereby approves the attached Adoption Agreement Amendment effective \_\_\_\_\_, 2014.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners of Cherokee County, Georgia is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary, including any amendments to the Plan or the Adoption Agreement, to implement this resolution.

**BE IT FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

This \_\_\_\_\_ day of \_\_\_\_\_, 2014

CHEROKEE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
County Clerk





### Cherokee County, Georgia Agenda Request

SUBJECT: Ricoh Lease Agreement Amendment

MEETING DATE: April 1, 2014

SUBMITTED BY: Dale Jordan

**COMMISSION ACTION REQUESTED:**

This is a request to permit the County Manager to sign and issue an Addendum to the current Ricoh Professional Services Agreement (approved in November of 2013) for a multi-functional copier in support of Parks and Recreation. This is a follow-on order for \$1,439.52 over 48 months.

**FACTS AND ISSUES:**

There is currently one outstanding request to add a low volume machine for the Parks and Recreation use that requires Commissioner's approval and authorization. This addition will result in the total contract value added to the initial contract being greater than \$25K, thus exceeding the County Manager's discretionary change authority for the contract.

The new lease schedule is being added at the request of the Recreation and Parks Agency and is for \$29.99 per month, or \$1,439.52 over the 48 month term.

The pricing from the original evaluation that resulted in the selection of Ricoh for this device remains unchanged and is considered reasonable.

**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:**

Authorize the County Manager to sign the necessary paperwork and issue an Addendum to the current Ricoh Professional Services Agreement as necessary and in an amount of \$1,439.52.

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_





### Cherokee County, Georgia Agenda Request

**SUBJECT:** Intergovernmental Agreement between  
City of Woodstock and Cherokee County for  
Maintenance of Rope Mill Road

**MEETING DATE:** April 1, 2014

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

**COMMISSION ACTION REQUESTED:**

Consider an Intergovernmental Agreement between the City of Woodstock and Cherokee County for maintenance of Rope Mill Road.

**FACTS AND ISSUES:**

The maintenance of the Rope Mill Road right-of-way is a shared responsibility between the City and the County, between Cardinal Drive and its intersection with Woodstock Parkway. The length of right-of-way that is maintained by the County in this area is approximately 1,500 feet in length. The City possesses the staff and resources to maintain the Rope Mill Road right-of-way at the same level of service as the County in this area.

In addition, there has been a recent rezoning request and recent annexation request for parcels of property that front on this section of Rope Mill Road. These projects would be developed in the City. It makes sense for the City to permit the Rope Mill Road access for these developments, rather than the County.

Per the intergovernmental agreement the City:

1. Agrees to be responsible for the maintenance of all Rope Mill Road right-of-way, including, but not limited to the pavement maintenance, roadside ditch and drainage maintenance and all mowing.
2. Agrees to be responsible for the permitting of all access requests to Rope Mill Road and will review such requests for conformance with current City development regulations.
3. Agrees to bear all costs of maintenance of the Rope Mill Road right-of-way at no cost to the County.

**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 of Intergovernmental Agreement between the City of Woodstock and Cherokee County for maintenance of Rope Mill Road.

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WOODSTOCK, GEORGIA AND  
CHEROKEE COUNTY, GEORGIA FOR MAINTENANCE  
OF ROPE MILL ROAD**

**THIS AGREEMENT** entered into between the City of Woodstock, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the "City," and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

**WITNESSETH**

**WHEREAS**, the maintenance of the Rope Mill Road right-of-way is a shared responsibility between the City and the County; and

**WHEREAS**, the length of right-of-way that is maintained by the County is approximately 1,500 feet in length; and

**WHEREAS**, the City possesses the staff and resources to maintain the Rope Mill Road right-of-way at the same level of service as the County; and

**WHEREAS**, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

**NOW, THEREFORE**, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows;

1.

**SERVICES; FEES**

- 1.1 The City agrees to be responsible for the maintenance of all Rope Mill Road right-of-way, including, but not limited to the pavement maintenance, roadside ditch and drainage maintenance and all mowing.
- 1.2 The City agrees to be responsible for the permitting of all access requests to Rope Mill Road and will review such requests for conformance with current City development regulations.
- 1.3 The City will bear all costs of maintenance of the Rope Mill Road right-of-way at no cost to the County.
- 1.4 The County agrees it will direct all requests for permitting of access to Rope Mill Road to the City.

2.

**TERM; TERMINATION**

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue for a period of fifty (50) years from the date of commencement, unless otherwise agreed upon by the parties hereto, but in no event shall the term of this Agreement exceed fifty (50) years.

3.

**ASSIGNMENT OR TRANSFER**

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

4.

**NOTICES**

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable

of construction that an instrument is to be construed more strictly against the party who prepared the same.

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

6.

#### **ENTIRE AGREEMENT**

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

7.

#### **AUTHORITY TO ENTER INTO AGREEMENT**

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

8.

#### **HOLD HARMLESS**

The City does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the City's performance of its obligations under this

overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

*City of Woodstock:*

Attn: Mayor  
12453 Highway 92  
Woodstock, Georgia 30188

*Cherokee County:*

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

5.

**GENERAL PROVISIONS OF THIS AGREEMENT**

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

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

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

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

Agreement. The County does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the City, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County's performance of its obligations under this Agreement.

9.

**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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this \_\_\_\_ day of \_\_\_\_\_, 2014.

**City of Woodstock, Georgia**

**Cherokee County, Georgia**

\_\_\_\_\_

\_\_\_\_\_

By: Donnie Henriques, Mayor

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

Attest: \_\_\_\_\_  
City Clerk (Seal)

Attest: \_\_\_\_\_  
County Clerk (Seal)



# Cherokee County, GA



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

*COUNTY  
MAINTAINED*

*RECENT ANNEXATION*

*RECENT REZONING  
IN CITY.*

1: 10,668



1,778.0 0 889.02 1,778.0 U.S. Survey Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

**Notes**





# Cherokee County, Georgia Agenda Request

SUBJECT: Annual Right-of-way Mowing Services MEETING DATE: April 1, 2014

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

**COMMISSION ACTION REQUESTED:**

Consider award of County's standard Professional Services Agreement (PSA) to highest ranked proposer, Hutcheson Horticultural Company, in the amount of \$28,260.00 for annual mowing of selected portions of roadway rights-of-way.

**FACTS AND ISSUES:**

Currently all roadway right-of-way mowing services are performed by the Roads and Bridges Department. A request for proposals was released in January for mowing of selected area that require more frequent and time consuming mowing. Locations of those areas are attached to this request.

Six proposals were received. All proposals were reviewed and scored according to the criteria outlined in the RFP documents. Hutcheson Horticultural is the highest ranked proposal at 100 points as per the attached Procurement Summary.

The PSA is for a maximum total term of three years; the initial term is one year with two one-year auto renewals.

Funding to cover these services, while not budgeted in FY14, is available in the Roads and Bridges adopted operational budget.

**BUDGET:**

|                       |           |                                             |
|-----------------------|-----------|---------------------------------------------|
| Budgeted Amount:      | \$25,000  | Account Name: Fund 230 PW Admin – Prof Svcs |
| Amount Encumbered:    | \$650     | Account #: 24100000-521*                    |
| Amount Spent to Date: | \$(8,038) |                                             |
| Amount Requested:     | \$24,540* |                                             |
| Remaining Budget:     | \$6,848   |                                             |

*\*Cost is for April – September only; October - March services will be budgeted and paid in FY15 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:**

Award of County's standard Professional Services Agreement (PSA) to highest ranked proposer, Hutcheson Horticultural Company, in the amount of \$28,260.00 for annual mowing of selected portions of roadway rights-of-way.

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_



# Procurement Summary

**Date Submitted:** 6-Mar-14  
**Submitted by:** Kristi Thompson  
**PSA Number:** 2014-24  
**Value of Contract\*:** \$84,780  
**Period of Performance\*:** 4/1/2014 - 3/31/2017  
**Supplier Name:** Hutcheson Horticultural  
**General Description:** ROW Mowing Services  
**Source of Funds:** Roads and Bridges Operations Fund 230

## Contract Information

### Proposed Contract Type

|                                     |                                          |
|-------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> | Standard Professional Services Agreement |
| <input type="checkbox"/>            | PSA with Exceptions Approved by Counsel  |
| <input type="checkbox"/>            | Supplier Agreement Approved by Counsel   |
| <input type="checkbox"/>            | Standard Purchase Order                  |

Formal Advertised Procurement:  Yes  X  No\*

Number of Bidders Contacted / Number of Bids Received:  Web |  6

Supplier Selection Based on:

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

| Weight | Evaluation Criteria    |
|--------|------------------------|
| 55%    | Price                  |
| 15%    | Equipment Capabilities |
| 15%    | Business Plan          |
| 15%    | References             |

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

|                          |                                                                  |
|--------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> | No <i>Cherokee County</i> 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    |
|--------------|--------------|---------------------------|----------------|--------------|
| 100.00       | \$ 28,260.00 | Hutcheson Horticultural   | Woodstock, GA  | 1 Yr Pricing |
| 90.20        | \$ 32,780.00 | Georgia Green Landscaping | Marietta, GA   | 1 Yr Pricing |
| 81.87        | \$ 33,980.00 | RGS Landscaping           | Dallas, GA     | 1 Yr Pricing |
| 81.28        | \$ 39,574.50 | TruGreen Landcare         | Norcross, GA   | 1 Yr Pricing |
| 47.22        | \$ 55,380.00 | Triscapes                 | Alpharetta, GA | 1 Yr Pricing |
| 45.00        | \$ 57,490.00 | Outdoor Expressions       | Canton, GA     | 1 Yr Pricing |

Fair Price Determination:

| Method                              | Price Analysis Type                                |
|-------------------------------------|----------------------------------------------------|
| <input type="checkbox"/>            | Lowest Bidder                                      |
| <input type="checkbox"/>            | Lowest Evaluated Bidder                            |
| <input checked="" type="checkbox"/> | Best Pricing Among Comparable Features / Suppliers |
| <input type="checkbox"/>            | Market Analysis or Market Pricing                  |
| <input type="checkbox"/>            | State Contract Pricing                             |
| <input type="checkbox"/>            | Other, see attached price analysis.                |

Important Price Evaluation Notes: \_\_\_\_\_

Why Other Than Low Bidder Selected:  
(If Applicable) \_\_\_\_\_

\*Notes: Agreement is multi-year term; 1 year original term with option for two 1-year renewals  
Value of Contract is for full 3-year term

Average Price: 41,244      High Price: \$57,490      Low Price: \$28,260  
 Savings Over Average: \$12,984      Savings Over Hi Price: \$29,230

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is effective as of this 1<sup>st</sup> day of April, 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 Hutcheson Horticultural Company, ("Contractor"), collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Contractor to provide certain services generally described as Roadway Right-of-way Mowing; and

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

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

**WHEREAS**, the Contractor 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**

Roadway Right-of-way Mowing Services; RFP #2014-24.

**B. The Work**

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

| Roadway                          | MOWING<br>Start – Stop                | Road Length<br>(Miles) |
|----------------------------------|---------------------------------------|------------------------|
| Eagle Drive                      | West Putnam Ferry Rd to Parkbrooke Dr | 0.70                   |
| Bells Ferry Road                 | Cobb County line to Southfork Way     | 3.60                   |
| Wade Green Road                  | Cobb County line to SR-92             | 0.80                   |
| Robin Road<br>(west side)        | SR-92 to Bells Ferry Rd               | 0.30                   |
| Putnam Ford Drive<br>(east side) | Eagle Dr to Bascombe Carmel Rd        | 1.10                   |
| Scott Hudgins Drive              | SR-20 to Veteran's National Cemetery  | 1.33                   |
| Sixes Road                       | Marble Quarry Rd to Bells Ferry Rd    | 2.30                   |
| Bells Ferry Road                 | Staddle Bridge Ave to Gold Mill Ridge | 2.00                   |
|                                  |                                       |                        |
| Roadway                          | HERBICIDE/FERTILIZER<br>Start – Stop  | Road Length<br>(Miles) |
| Sixes Road                       | Marble Quarry Rd to Bells Ferry Rd    | 2.30                   |
| Bells Ferry Road                 | Staddle Bridge Ave to Gold Mill Ridge | 2.00                   |

**SCOPE OF WORK:** Cherokee County requires roadway right-of-way mowing per the following:

- **Mowing:** the grass median, the utility strip between curb and sidewalk, the remainder of the right-of-way; which is approximately 10 feet beyond sidewalk.
- **Trimming:** the areas under guardrails, around trees, remove weeds growing in joints of concrete medians.
- **Edging:** the sidewalks, the curbs, the concrete medians.
- **Spraying of Herbicide:** in the joints in concrete medians.
- **Blowing/Sweeping:** the sidewalk, the curb and gutter adjacent to mowed areas and the ends of concrete medians.
- **Trash/litter pickup:** all areas requiring mowing will have trash picked up and removed before mowing.
- **Frequency\*:** all right-of-way areas will be mowed twice per month during the months of April through October and then once again in November – for a total of 15 times per year.  
*\* Scott Hudgins Drive to be mowed week prior to Memorial Day weekend, Independence Day, Labor Day weekend and Veterans Day.*
- **Additional Herbicide and Fertilizer:** along Sixes Road from Marble Quarry Road to Bells Ferry Road and along Bells Ferry Road from Staddle Bridge Avenue to Gold Mill Ridge.  
Frequency:  
Herbicide - once per year pre and post emergent herbicide application to medians.  
Fertilizer - once per year fertilize turf and trees in medians.

**C. Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before December 31, 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 Contractor at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

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

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

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, 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 Contractor for the Work performed and costs incurred

by Contractor 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 Contractor 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 Contractor 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 Twenty-Eight Thousand Two Hundred Sixty Dollars (\$28,260) per year, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon flat fee per location as outlined below:

| Roadway                                        | MOWING<br>Start – Stop                | Road<br>Length<br>(Miles) | Cost Per<br>Mowing<br>(Ea)      | Annual Total<br>Cost (cost per<br>mowing x 15) |
|------------------------------------------------|---------------------------------------|---------------------------|---------------------------------|------------------------------------------------|
| Eagle Drive                                    | West Putnam Ferry Rd to Parkbrooke Dr | 0.70                      | \$200                           | \$3,000                                        |
| Bells Ferry Road                               | Cobb County line to Southfork Way     | 3.60                      | \$480                           | \$7,200                                        |
| Wade Green Road                                | Cobb County line to SR-92             | 0.80                      | \$160                           | \$2,400                                        |
| Robin Road                                     | SR-92 to Bells Ferry Rd               | 0.30                      | \$60                            | \$900                                          |
| Putnam Ford Drive                              | Eagle Dr to Bascombe Carmel Rd        | 1.10                      | \$80                            | \$1,200                                        |
| Scott Hudgins Drive                            | SR-20 to Veteran's National Cemetery  | 1.33                      | \$200                           | \$3,000                                        |
| Sixes Road                                     | Marble Quarry Rd to Bells Ferry Rd    | 2.30                      | \$480                           | \$7,200                                        |
| Bells Ferry Road                               | Staddle Bridge Ave to Gold Mill Ridge | 2.00                      | \$200                           | \$3,000                                        |
| <b>MOWING TOTAL ANNUAL COST:</b>               |                                       |                           |                                 | <b>\$27,900</b>                                |
| Roadway                                        | HERBICIDE/FERTILIZER<br>Start – Stop  | Road<br>Length<br>(Miles) | Cost Per<br>Application<br>(Ea) | Annual Total<br>Cost (cost per<br>app x 1)     |
| Sixes Road                                     | Marble Quarry Rd to Bells Ferry Rd    | 2.30                      | \$360                           | \$360                                          |
| Bells Ferry Road                               | Staddle Bridge Ave to Gold Mill Ridge | 2.00                      | \$0                             | \$0                                            |
| <b>HERBICIDE/FERTILIZER TOTAL ANNUAL COST:</b> |                                       |                           |                                 | <b>\$360</b>                                   |
| <b>TOTAL PROPOSAL ANNUAL COST:</b>             |                                       |                           |                                 | <b>\$28,260</b>                                |

#### IV. COVENANTS OF CONTRACTOR

A. **Expertise of Contractor**

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

B. **Budgetary Limitations**

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

C. **County's Reliance on the Work**

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

D. **Contractor's Reliance on Submissions by the County**

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

E. **Contractor's Representative**

Mark Hutcheson, 770-924-1001, mark@hutchhort.com, shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

**F. Assignment of Agreement**

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

**G. Responsibility of Contractor and Indemnification of County**

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

**H. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible

for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

**I. Insurance**

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Contractor shall maintain the following insurance policies with limits no less than:

- (a) Comprehensive General Liability 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 Contractor'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 Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

- (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (b) Workers' Compensation Coverage.  
The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (c) 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:  
Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors:  
Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in

this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

The County 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "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, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor 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 Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Contractor 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 Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

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

Contractor hereby agrees that, in the event Contractor 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 Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

**K. Records, Reports and Audits**

(1) Records:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are

the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information:  
Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.
- (3) Audits and Inspections:  
At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

**L. Conflicts of Interest**

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

**M. Confidentiality**

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

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter I 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 Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

**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 Contractor's Project Manager or members of the project team, as listed in Exhibit "C", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

This Section not used.

**P. Authority to Contract**

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

**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 Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**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 Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 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 Contractor and all necessary equipment to all of the roadways listed, in order for Contractor to complete the Work.

**B. County's Representative**

Geoffrey E. Morton or Cliff Harden, 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 Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.

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

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

**D.** The rights and remedies of the County and the Contractor 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 Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

## **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, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

## **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 Cliff Harden, Roads and Bridges Director, for the County and Mark Hutcheson, or his designee for the Contractor.

### **B. Official Notices**

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

**NOTICE TO THE COUNTY** shall be sent to:

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

**NOTICE TO THE CONTRACTOR** shall be sent to:

Hutcheson Horticultural Company  
400 Arnold Mill Pkwy  
Woodstock, GA 30188

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

## **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 Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict

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

**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 Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (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 CONTRACTOR; (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 Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR:**

Hutcherson Horticultural Company, Inc  
By: Matt D. Hutcherson  
Its: owner / President

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

Andrea Chester

Witness

Vickie K. Waddell

Notary Public

[NOTARY SEAL]

My Commission Expires:

8/16/2014



**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. I am not a notary. I am the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County, has registered with us, 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 once signed contract 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:

583381  
Federal Work Authorization User Identification Number  
7/20/2012  
Date of Authorization

Hutcheson Horticultural Co.  
Name of Contractor

RFP # 2014-24 Roadway Right-of-way  
Name of Project Mowing Services

Cherokee County Board of Commissioners  
Name of Public Employer

Signature of Authorized Officer or Agent

[Signature]  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 21<sup>st</sup> DAY OF February, 2014

[Signature]  
NOTARY PUBLIC Aaron Mumetta  
Notary Public, Paulding County, GA  
My Commission Expires Oct. 3, 2016

My Commission Expires Oct 3, 2016

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

Executed on Feb 21<sup>st</sup> 2014 in Walden (city), GA (state)

[Signature]

**EXHIBIT "B"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_ (city),  
\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "C"**

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

This Section Not Used





**Cherokee County**  
**Request for Proposal**  
***Roadway Right-of-way Mowing Services***  
***RFP #2014-24***

Cherokee County is requesting sealed proposals for Roadway Right-of-way Mowing Services for selected areas. Your company is invited to submit a proposal based upon your demonstrated ability to work with a county and to provide roadway right-of-way mowing at multiple locations.

**DESCRIPTION:** Request for Proposal for Roadway Right-of-way Mowing Services; RFP #2014-24.

**TERM:** The length of the proposed contract is for one (1) year, renewable for two (2) additional one (1) year terms not to exceed a total contract term of three (3) years.

**CONTRACT START DATE:** The anticipated start date for the contract is April 1, 2014.

**PROPOSAL DUE DATE:** All proposals are due to Cherokee County no later than **9:30 AM on Tuesday, February 25, 2014 at the Purchasing & Risk Management Department, located at:**

Cherokee County Administration Building  
1130 Bluffs Parkway  
Upper Level  
Canton, Georgia 30114  
(678) 493-6001

Proposals submitted after this time will not be considered.

**SELECTION CRITERIA:** A contract will be awarded based upon the following criteria: price quote (55%), equipment inventory (15%), the organization's demonstrated ability to provide the described services in the area described (15%), and positive references or letters of recommendation (15%). Cherokee County reserves the right to reject any or all proposals, waive informalities, and make an award or awards in the best interest of the County. The County may choose to award by facility to various contractors.

**LOCATION:** Location of the work is identified in Exhibit 'C'.

**PROPOSAL SUBMITTAL REQUIREMENTS:** Proposers shall submit by the deadline two (2) copies of their sealed Proposal. At a minimum the Proposal package shall contain:

- 1) Proposal Submittal Form (Exhibit B)
- 2) E-Verify Affidavit (Exhibit E)
- 3) Location of Services (Exhibit C) – itemized pricing form
- 4) Insurance Certificates
- 5) Inventory listing
- 6) References and/or letter of references

The Price on the Proposal Submittal Form shall be submitted expressed as a total lump sum; and pricing by location shall be indicated on the Exhibit C. Exhibit 'D' is a draft version of the contract that will be used for this RFP and should **not** be filled out or returned as part of the Proposal at this time. Required insurances per the contract shall be included in the Proposal package.

**PROPOSAL QUESTIONS:** Questions regarding this proposal shall be addressed to Geoffrey E. Morton, Public Works Agency Director, at the address above or via email at [gmorton@cherokeega.com](mailto:gmorton@cherokeega.com)

RFP Attachments –

Exhibit A – Landscape Maintenance Services Scope of Services

Exhibit B – Proposal Submittal Form

Exhibit C – Location of Facilities

Exhibit D – Draft Contract

Exhibit E – E-Verify Affidavit (Contractor and Subcontractor forms)

## EXHIBIT 'A'

### CHEROKEE COUNTY, GEORGIA ROADWAY RIGHT-OF-WAY MOWING SERVICES Scope of Services

**SCOPE OF WORK:** Cherokee County requires roadway right-of-way mowing per the following:

**Mowing:** the grass median, the utility strip between curb and sidewalk, the remainder of the right-of-way; which is approximately 10 feet beyond sidewalk.

**Trimming:** the areas under guardrails, around trees, remove weeds growing in joints of concrete medians.

**Edging:** the sidewalks, the curbs, the concrete medians.

**Spraying of Herbicide:** in the joints in concrete medians.

**Blowing/Sweeping:** the sidewalk, the curb and gutter adjacent to mowed areas and the ends of concrete medians.

**Trash/litter pickup:** all areas requiring mowing will have trash picked up and removed before mowing.

**Frequency:** all right-of-way areas will be mowed twice per month during the months of April through October and then once again in November – for a total of 15 times per year. \*\*\*\*

\*\*\*\* Scott Hudgins Drive to be mowed week prior to Memorial Day weekend, Independence Day, Labor Day weekend and Veterans Day.

**Additional Herbicide and Fertilizer:** along Sixes Road from Marble Quarry Road to Bells Ferry Road and along Bells Ferry Road from Staddle Bridge Avenue to Gold Mill Ridge.

Frequency:

Herbicide - once per year pre and post emergent herbicide application to medians.

Fertilizer - once per year fertilize turf and trees in medians.

**Exhibit 'B'**  
**CHEROKEE COUNTY**  
**Request for Proposal**  
*Roadway Right-of-way Mowing Services*  
*Proposal Submittal Form*

Name of Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Total Amount of Proposal: \$ \_\_\_\_\_

Description of Demonstrated Ability/Experience:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Required Documents:

Proof of Insurance \_\_\_\_\_ Inventory of Equipment \_\_\_\_\_ References \_\_\_\_\_

The undersigned acknowledges that the Proposal Submittal Form and Amount is valid for sixty (60) days from the deadline and that the firm/organization has the ability to fulfill the terms and conditions as imposed by Cherokee County.

\_\_\_\_\_  
Signature of Owner/Responsible Party

\_\_\_\_\_  
Date

## EXHIBIT 'C'

### Location of Work

| Roadway                       | Start - Stop                               | Road Length | FEE |
|-------------------------------|--------------------------------------------|-------------|-----|
| Eagle Drive                   | West Putnam Ferry Road to Parkbrooke Drive | 0.70 miles  |     |
| Sixes Road                    | Marble Quarry Road to Sixes Road           | 2.30 miles  |     |
| Bells Ferry Road              | Cobb County Line to Southfork Way          | 3.60 miles  |     |
| Wade Green Road               | Cobb County Line to SR 92                  | 0.80 miles  |     |
| Robin Road (west side)        | SR 92 to Bells Ferry Road                  | 0.30 miles  |     |
| Putnam Ford Drive (east side) | Eagle Drive to Bascomb Carmel Road         | 1.10 miles  |     |
| Scott Hudgins Drive           | SR 20 to Veterans National Cemetery        | 1.33 miles  |     |
| Bells Ferry Road              | Staddle Bridge Avenue to Gold Mill Ridge   | 2.00 miles  |     |
| TOTAL LUMP SUM                |                                            |             |     |

**EXHIBIT 'D'**

Professional Services Contract is attached as separate PDF document.

**EXHIBIT 'E'**

STATE OF GEORGIA  
COUNTY OF CHEROKEE

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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:  
\_\_\_\_\_

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

Executed on \_\_\_\_\_, \_\_, 201\_\_ in  
\_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_



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 SEAL ]

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**Cherokee County Request for Proposal  
 Roadway Right-of-way Mowing Services  
 RFP# 2014-24  
 ADDENDUM ONE**

Released: January 23, 2014

The following changes have been made to the original solicitation specifications:

Selection Criteria:

| <u>Criteria</u>                            | <u>Weight</u> | <u>Details</u>                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Price                                      | 55%           | Overall total price as well as individual facility pricing will be reviewed                                                                                                                                                                                                                                                                                                    |
| Equipment Inventory                        | 15%           | Detail listing with photos of <u>all</u> equipment; include year, make and model.                                                                                                                                                                                                                                                                                              |
| Organization's Ability to Provide Services | 15%           | Insurance Certificate, number of employees (by task), years in business, awards, certifications, etc. The County is requiring a company which can <u>document</u> that it has the capabilities to perform the services requested in this RFP from the outset using solely its <u>current</u> task force, equipment, administration and financial solvency.                     |
| References/Letters of Recommendation       | 15%           | References shall include a current contact name and number (or email) and facility size, services performed at each, etc.<br>Letters of recommendation must be on the reference's letterhead and from a current employee/officer.<br>References and/or letters of recommendations shall be from companies with whom the Proposer has done business with in the last 24 months. |

Please note these are the same four criteria and weights outlined in the original RFP document; only the "Details" column has been added. The details are to provide information on the level of documentation to which the Proposal needs to include in

order for the County to verify and ensure your Proposal meets all of the minimum required specifications.

Insurance:

Please reference Section IV.I of the Professional Services Agreement (Exhibit D) for Insurance requirements, most importantly the minimum levels of coverage. An effective Certificate of Insurance must be submitted with the Proposal for it to be considered "responsive".

Location of Facilities (Exhibit C):

A revised Exhibit C has been attached for use in the Proposal to this Addendum. The new Exhibit C breaks down mowing from application services and includes column for total fee for required number of services for each. The revised Exhibit C must be used or the Proposal may be considered "non-responsive".

**Exhibit C**  
**Location of Facilities**  
**RFP# 2014-24**

**REVISED PER ADDENDUM ONE**

| <b>Roadway</b>                                 | <b>MOWING<br/>Start – Stop</b>               | <b>Road<br/>Length<br/>(Miles)</b> | <b>Cost Per<br/>Mowing<br/>(Ea)</b>      | <b>Annual Total Cost<br/>(cost per mowing x<br/>15)</b> |
|------------------------------------------------|----------------------------------------------|------------------------------------|------------------------------------------|---------------------------------------------------------|
| Eagle Drive                                    | West Putnam Ferry Rd to<br>Parkbrooke Dr     | 0.70                               |                                          |                                                         |
| Bells Ferry Road                               | Cobb County line to<br>Southfork Way         | 3.60                               |                                          |                                                         |
| Wade Green Road                                | Cobb County line to SR-92                    | 0.80                               |                                          |                                                         |
| Robin Road<br>(west side)                      | SR-92 to Bells Ferry Rd                      | 0.30                               |                                          |                                                         |
| Putnam Ford Drive<br>(east side)               | Eagle Dr to Bascombe Carmel<br>Rd            | 1.10                               |                                          |                                                         |
| Scott Hudgins Drive                            | SR-20 to Veteran's National<br>Cemetery      | 1.33                               |                                          |                                                         |
| Sixes Road                                     | Marble Quarry Rd to Sixes Rd                 | 2.30                               |                                          |                                                         |
| Bells Ferry Road                               | Staddle Bridge Ave to Gold<br>Mill Ridge     | 2.00                               |                                          |                                                         |
| <b>MOWING TOTAL ANNUAL COST:</b>               |                                              |                                    |                                          |                                                         |
|                                                |                                              |                                    |                                          |                                                         |
| <b>Roadway</b>                                 | <b>HERBICIDE/FERTILIZER<br/>Start – Stop</b> | <b>Road<br/>Length<br/>(Miles)</b> | <b>Cost Per<br/>Application<br/>(Ea)</b> | <b>Annual Total Cost<br/>(cost per app x 1)</b>         |
| Sixes Road                                     | Marble Quarry Rd to Sixes Rd                 | 2.30                               |                                          |                                                         |
| Bells Ferry Road                               | Staddle Bridge Ave to Gold<br>Mill Ridge     | 2.00                               |                                          |                                                         |
| <b>HERBICIDE/FERTILIZER TOTAL ANNUAL COST:</b> |                                              |                                    |                                          |                                                         |
|                                                |                                              |                                    |                                          |                                                         |
| <b>TOTAL PROPOSAL ANNUAL COST:</b>             |                                              |                                    |                                          |                                                         |



**Cherokee County Request for Proposal**  
***Roadway Right-of-way Mowing Services***  
**RFP# 2014-24**  
**ADDENDUM TWO**

Released: February 6, 2014

The following changes have been made to the original solicitation specifications:

Location of Facilities (Exhibit C):

The revised Exhibit C released with Addendum One had an error on the start-stop locations for the Sixes Road. Please see the attached revised Exhibit C to be used as the pricing sheet submitted with the Proposal.

## Exhibit C

### Location of Facilities

RFP# 2014-24

**REVISED PER ADDENDUM TWO**

| Roadway                                        | MOWING<br>Start – Stop                   | Road<br>Length<br>(Miles) | Cost Per<br>Mowing<br>(Ea)      | Annual Total Cost<br>(cost per mowing x<br>15) |
|------------------------------------------------|------------------------------------------|---------------------------|---------------------------------|------------------------------------------------|
| Eagle Drive                                    | West Putnam Ferry Rd to<br>Parkbrooke Dr | 0.70                      |                                 |                                                |
| Bells Ferry Road                               | Cobb County line to<br>Southfork Way     | 3.60                      |                                 |                                                |
| Wade Green Road                                | Cobb County line to SR-92                | 0.80                      |                                 |                                                |
| Robin Road<br>(west side)                      | SR-92 to Bells Ferry Rd                  | 0.30                      |                                 |                                                |
| Putnam Ford Drive<br>(east side)               | Eagle Dr to Bascombe Carmel<br>Rd        | 1.10                      |                                 |                                                |
| Scott Hudgins Drive                            | SR-20 to Veteran's National<br>Cemetery  | 1.33                      |                                 |                                                |
| Sixes Road                                     | Marble Quarry Rd to Bells<br>Ferry Rd    | 2.30                      |                                 |                                                |
| Bells Ferry Road                               | Staddle Bridge Ave to Gold<br>Mill Ridge | 2.00                      |                                 |                                                |
| <b>MOWING TOTAL ANNUAL COST:</b>               |                                          |                           |                                 |                                                |
|                                                |                                          |                           |                                 |                                                |
| Roadway                                        | HERBICIDE/FERTILIZER<br>Start – Stop     | Road<br>Length<br>(Miles) | Cost Per<br>Application<br>(Ea) | Annual Total Cost<br>(cost per app x 1)        |
| Sixes Road                                     | Marble Quarry Rd to Bells<br>Ferry Rd    | 2.30                      |                                 |                                                |
| Bells Ferry Road                               | Staddle Bridge Ave to Gold<br>Mill Ridge | 2.00                      |                                 |                                                |
| <b>HERBICIDE/FERTILIZER TOTAL ANNUAL COST:</b> |                                          |                           |                                 |                                                |
|                                                |                                          |                           |                                 |                                                |
| <b>TOTAL PROPOSAL ANNUAL COST:</b>             |                                          |                           |                                 |                                                |





# Procurement Summary

**Date Submitted:** 26-Mar-14  
**Submitted by:** Savannah Shadburn  
**RFB Number:** 2014-40  
**Value of Contract:** \$296,280.00 total contract value  
**Period of Performance:** April 2, 2014 - April 1, 2014  
**Supplier Name:** Tri Scapes, Inc  
**General Description:** Facility Landscape Maintenance Services  
**Source of Funds:** Lawn Care (522140)

## Contract Information

### Proposed Contract Type

|                          |                                          |
|--------------------------|------------------------------------------|
| <input type="checkbox"/> | Standard Professional Services Agreement |
| <input type="checkbox"/> | PSA with Exceptions Approved by Counsel  |
| <input type="checkbox"/> | Supplier Agreement Approved by Counsel   |
| <input type="checkbox"/> | Standard Purchase Order                  |

Formal Advertised Procurement:  Yes  No\*

Number of Bidders Contacted / Number of Bids Received: 8 | 9

Supplier Selection Based on:

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

| Weight | Evaluation Criteria         |
|--------|-----------------------------|
| 55%    | Price                       |
| 10%    | Equipment Inventory         |
| 20%    | Ability to Provide Services |
| 15%    | References                  |

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

|                                     |                                                                  |
|-------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/>            | No <b>Cherokee County</b> Business submitted bid/proposal        |
| <input type="checkbox"/>            | CC Business bid/proposal was non-responsive/not-responsible      |
| <input checked="" 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 |
|--------------|---------------|---------------------------|------------------|-----------|
| 90.11        | \$ 98,760.00  | TRI SCAPES                | Cumming, GA      |           |
| 80.00        | \$ 81,000.00  | APPALACHIAN LANDSCAPE CO  | Cartersville, GA |           |
| 73.44        | \$ 156,671.40 | OUTDOOR EXPRESSIONS       | Canton, GA       |           |
| 69.46        | \$ 168,348.00 | HUTCHESON HORTICULTURAL   | Woodstock, GA    |           |
| 67.60        | \$ 141,000.00 | GEORGIA GREEN LANDSCAPING | Marietta, GA     |           |
| 66.06        | \$ 148,224.00 | BLOOM'N GARDENS           | Mableton, GA     |           |
| 57.57        | \$ 167,697.00 | EDEN'S KEEPERS            | Canton, GA       |           |
| 49.37        | \$ 162,792.50 | YARDSMITH LLC             | Canton, GA       |           |
| 31.82        | \$ 411,693.75 | PROSTREAM LLC             | McDonough, GA    |           |

Fair Price Determination:

| Method                              | Price Analysis Type                                |
|-------------------------------------|----------------------------------------------------|
| <input type="checkbox"/>            | Lowest Bidder                                      |
| <input checked="" 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 type="checkbox"/>            | Other, see attached price analysis.                |

Important Price Evaluation Notes: High: \$411,693.75 - Low: \$81,000.00 - Average \$170,687.41  
Savings/High: \$312,933.80 - Savings/Avg: \$71,927.41

Why Other Than Low Bidder Selected: **The low bidder did not provide the required proof of chemical application licensing or certification. Additionally, the low bidder ranked poorly against competitors in commercial/municipal property maintenance experience, number of employees available to perform the services, and equipment necessary to perform the scope of services.**

\*Notes:

The original term for the Agreement is one (1) year, with option to renew for two (2) additional one-year terms, for a total not-to-exceed contract term of three (3) years. Value of contract reflects three year total.

# CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-40

RFB/RFP NAME: FACILITY LANDSCAPE MAINTENANCE SERVICES

OPENING DATE/TIME: 10:00AM MARCH 26, 2014

| CRITERIA                    | WEIGHT | DETAILS                                                                                                                                                    |
|-----------------------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRICE                       | 55%    | OVERALL TOTAL PRICE<br>INDIVIDUAL FACILITY PRICING                                                                                                         |
| EQUIPMENT INVENTORY         | 10%    | LISTING OF TOTAL OWNED, AVAILABLE EQUIPMENT<br>YEAR/MAKE/MODEL<br>ADEQUATE EQUIPMENT FOR SCOPE OF SERVICES                                                 |
| ABILITY TO PROVIDE SERVICES | 20%    | INSURANCE CERTIFICATE, OR STATEMENT PROVIDED<br>NUMBER OF EMPLOYEES (BY TRADE/TASK)<br>YEARS IN BUSINESS/AWARDS<br>CERTIFICATIONS FOR CHEMICAL APPLICATION |
| REFERENCES                  | 15%    | ONLY REFERENCES W/IN LAST 24 MONTHS<br>CONTRACT NAME/SIZE OF FACILITY MAINTAINED<br>LISTING OF EXACT SERVICES PERFORMED FOR EACH                           |

| PROPOSER NAME             | TOTAL | MAX 55<br>PRICE | MAX 10<br>INVENTORY | MAX 20<br>ABILITIES | MAX 15<br>REFERENCES |
|---------------------------|-------|-----------------|---------------------|---------------------|----------------------|
| BLOOM'N GARDENS           | 66.06 | 30.06           | 6.00                | 15.00               | 15.00                |
| YARDSMITH LLC             | 49.37 | 27.37           | 6.00                | 1.00                | 15.00                |
| PROSTREAM LLC             | 31.82 | 10.82           | 6.00                | 5.00                | 10.00                |
| GEORGIA GREEN LANDSCAPING | 67.60 | 31.60           | 4.00                | 17.00               | 15.00                |
| TRI SCAPES                | 90.11 | 45.11           | 10.00               | 20.00               | 15.00                |
| APPALACHIAN LANDSCAPE CO  | 80.00 | 55.00           | 6.00                | 4.00                | 15.00                |
| HUTCHESON HORTCULTURAL    | 69.46 | 26.46           | 10.00               | 18.00               | 15.00                |
| OUTDOOR EXPRESSIONS       | 73.44 | 28.44           | 10.00               | 20.00               | 15.00                |
| EDEN'S KEEPERS            | 57.57 | 26.57           | 10.00               | 6.00                | 15.00                |

Rankings:

|                             |       |
|-----------------------------|-------|
| 1 TRI SCAPES                | 90.11 |
| 2 APPALACHIAN LANDSCAPE CO  | 80.00 |
| 3 OUTDOOR EXPRESSIONS       | 73.44 |
| 4 HUTCHESON HORTCULTURAL    | 69.46 |
| 5 GEORGIA GREEN LANDSCAPING | 67.60 |
| 6 BLOOM'N GARDENS           | 66.06 |
| 7 EDEN'S KEEPERS            | 57.57 |
| 8 YARDSMITH LLC             | 49.37 |
| 9 PROSTREAM LLC             | 31.82 |

## CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-40  
 RFB/RFP NAME: FACILITY LANDSCAPE MAINTENANCE SERVICES  
 OPENING DATE/TIME: 10:00AM MARCH 26, 2014

**Opening/Reading Attendance**

| COMPANY                     | PRINT NAME       | SIGNATURE |
|-----------------------------|------------------|-----------|
| CCPM                        | MATT WILLIAMS    |           |
| CHEROKEE COUNTY PROCUREMENT | SAVANAH SHADBURN |           |
| CCPM                        | MITCHELL CLARK   |           |

**Proposals Received (no particular order)**

| NAME                      | CITY/STATE       | Proposal<br>Submittal | Pricing<br>Form | E Verify | PSA<br>Acceptance | Equipment<br>Inventory | Company<br>Profile | References | Insurance<br>Certificate |
|---------------------------|------------------|-----------------------|-----------------|----------|-------------------|------------------------|--------------------|------------|--------------------------|
|                           |                  | Ex B                  | Ex C            | Ex F     | Ex E              |                        |                    |            |                          |
| BLOOM'N GARDENS           | MABLETON, GA     | YES                   | YES             | YES      | YES               | YES                    | YES                | YES        | YES - B                  |
| YARDSMITH LLC             | CANTON, GA       | YES                   | YES             | YES      | YES               | YES                    | NO                 | YES        | YES - B                  |
| PROSTREAM LLC             | MCDONOUGH, GA    | YES                   | YES             | YES - C  | YES - C           | YES                    | YES - A            | YES - D    | YES - B                  |
| GEORGIA GREEN LANDSCAPING | MARIETTA, GA     | YES                   | YES             | YES      | YES               | YES                    | YES                | YES        | YES - B                  |
| TRI SCAPES                | CUMMING, GA      | YES                   | YES             | YES      | YES               | YES                    | YES                | YES        | YES                      |
| APPALACHIAN LANDSCAPE CO  | CARTERSVILLE, GA | YES                   | YES             | YES      | YES               | YES                    | YES - A            | YES        | YES - B                  |
| HUTCHESON HORTICULTURAL   | WOODSTOCK, GA    | YES                   | YES             | YES      | YES               | YES                    | YES                | YES        | YES                      |
| OUTDOOR EXPRESSIONS       | CANTON, GA       | YES                   | YES             | YES      | YES               | YES                    | YES                | YES        | YES                      |
| EDEN'S KEEPERS            | CANTON, GA       | YES                   | YES             | YES      | YES               | YES                    | 98                 | YES        | YES                      |

**Notes:**

- A: No licenses or certifications listed or provided for chemical application
- B: Statement provided that insurance limits can be provided
- C: Form is not signed/notarized
- D: Did not include 5 references/letters of recommendation

|                           | Price Break Down |      |       | Inventory Break Down |       | Ability Breakdown |        |          |          |       | References | total |
|---------------------------|------------------|------|-------|----------------------|-------|-------------------|--------|----------|----------|-------|------------|-------|
|                           | Annual Cost      |      | Pts   | # Equip.             | Pts   | Ins. Cert         | # Empl | Business | Chemical | Pts   | Pts        |       |
| BLOOM'N GARDENS           | \$ 148,224.00    | 0.55 | 30.06 | 26                   | 6.00  | 1                 | 0      | 4        | 10       | 15.00 | 15.00      | 66.06 |
| YARDSMITH LLC             | \$ 162,792.50    | 0.50 | 27.37 | 35                   | 6.00  | 1                 | 0      | 0        | 0        | 1.00  | 15.00      | 49.37 |
| PROSTREAM LLC             | \$ 411,693.75    | 0.20 | 10.82 | 21                   | 6.00  | 2                 | 1      | 2        | 0        | 5.00  | 10.00      | 31.82 |
| GEORGIA GREEN LANDSCAPING | \$ 141,000.00    | 0.57 | 31.60 | 15                   | 4.00  | 1                 | 2      | 4        | 10       | 17.00 | 15.00      | 67.60 |
| TRI SCAPES                | \$ 98,760.00     | 0.82 | 45.11 | 43                   | 10.00 | 2                 | 4      | 4        | 10       | 20.00 | 15.00      | 90.11 |
| APPALACHIAN LANDSCAPE CO  | \$ 81,000.00     | 1.00 | 55.00 | 29                   | 6.00  | 1                 | 1      | 2        | 0        | 4.00  | 15.00      | 80.00 |
| HUTCHESON HORTICULTURAL   | \$ 168,348.00    | 0.48 | 26.46 | 87                   | 10.00 | 2                 | 4      | 2        | 10       | 18.00 | 15.00      | 69.46 |
| OUTDOOR EXPRESSIONS       | \$ 156,671.40    | 0.52 | 28.44 | 157                  | 10.00 | 2                 | 4      | 4        | 10       | 20.00 | 15.00      | 73.44 |
| EDEN'S KEEPERS            | \$ 167,697.00    | 0.48 | 26.57 | 52                   | 10.00 | 2                 | 2      | 2        | 0        | 6.00  | 15.00      | 57.57 |

Inventory/Equipment

- 10 Exceptional - has all equipment necessary in quantities that prevent a single piece of equipment from stopping service
- 8 Good - has all equipment necessary with limited critical back-up equipment
- 6 Adequate- has all equipment necessary - missing critical equipment back-up
- 4 Inadequate - possible to do work, sacrificing either quality or efficiency
- 0 Unfit - can not perform the necessary tasks

Ability Insurance

- 2 - Provided Cert
- 1 - Statement
- 0 - Not provided

Chemical Cert

- 10 - Provided license
- 5 - Listed certs, no copy
- 0 - No information provided

Employees

- 4 Exceptional - has deep employee pool with plenty of back up crew members
- 2 Adequate- has employee pool with limited back up crew members
- 1 Inadequate - small employee pool possible to do work, sacrificing either quality or efficiency
- 0 No information provided

Business Information/Awards

- 4 Exceptional - detailed qualifications; extensive commercial property and municipal property experience; awards for services
- 2 Adequate- company background lists some or few qualifications; moderate commercial and municipal property experience
- 1 Inadequate - no qualifications listed; no to minimal commercial or municipal property experience
- 0 No information provided

Notes on business criteria

|                  |       |    |            |                                                                                                  |
|------------------|-------|----|------------|--------------------------------------------------------------------------------------------------|
| TRI SCAPES       | 90.11 | \$ | 98,760.00  | 55 total emp/3 for contract; extensive comm/mun. exp                                             |
| APPALACHIAN LANI | 80.00 | \$ | 81,000.00  | 12 total emp/4-5 for contract; mostly residential; no chemical licenses/certs listed or provided |
| OUTDOOR EXPRES:  | 73.44 | \$ | 156,671.40 | provided emp schedule for contract; extensive experience listing                                 |
| HUTCHESON HORTI  | 69.46 | \$ | 168,348.00 | 42 total emp/3 for contract;                                                                     |
| GEORGIA GREEN L  | 67.60 | \$ | 141,000.00 | no emp information provided for contract                                                         |
| BLOOM'N GARDENS  | 66.06 | \$ | 148,224.00 | 19 total emp/3 for contract; comm/mun. experience                                                |
| EDEN'S KEEPERS   | 57.57 | \$ | 167,697.00 | 11 total emp/4 for contract; no chemical licenses/certs listed or provided                       |
| YARDSMITH LLC    | 49.37 | \$ | 162,792.50 | no emp or company profile provided                                                               |
| PROSTREAM LLC    | 31.82 | \$ | 411,693.75 | 6 total emp/3 for contract; mostly residential; no chemical licenses/certs listed or provided    |

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 April, 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 Tri Scapes, Inc, ("Consultant"), collectively referred to as the "Parties."

### WITNESSETH THAT:

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as Landscape Maintenance for County Facilities; 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**

Landscape Maintenance for County Facilities

##### **B. The Work**

The Work to be completed under this Agreement (the "Work") consists of Scope of Services outlined in RFP# 2014-40: Facility Landscape Maintenance and any and all Addenda.

##### **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 April 02, 2014, and the Work shall be completed on or before April 3<sup>rd</sup> annually for not more than three total years. The initial Term of this Agreement is one year with auto renewal for two (2) additional one-year terms. 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 monthly invoices submitted to the Property Management Director 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 ninety-eight thousand and seven hundred and sixty dollars (\$98,760.00) annually, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon the following rates per Facility as submitted in the Consultant's proposal dated March 26, 2014, and attached as Exhibit D for reference:

C. There are no Reimbursement Costs covered as part of this Agreement.

#### IV. COVENANTS OF CONSULTANT

A. **Expertise of Consultant**

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

B. **Budgetary Limitations**

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

C. **County's Reliance on the Work**

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

**D. Consultant's Reliance on Submissions by the County**

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

**E. Consultant's Representative**

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

**F. Assignment of Agreement**

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

**G. Responsibility of Consultant and Indemnification of County**

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

of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

#### **H. Independent Contractor**

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

#### **I. Insurance**

##### **(1) Requirements:**

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

##### **(2) Minimum Limits of Insurance:**

Consultant shall maintain the following insurance policies with limits no less than:

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

- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
  - (d) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions:  
Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions:  
The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
    - (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
    - (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
    - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
    - (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
    - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
    - (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
  - (b) Workers' Compensation Coverage.  
The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

- (c) All Coverages.
  - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
  - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers:  
Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage:  
Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors:  
Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.
- (8) Claims-Made Policies:  
Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee:  
The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

**J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

- (1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have conducted a

verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, or

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

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit “A”, and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit “B”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant’s and Consultant’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant’s subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant’s subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant’s failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

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

500 or more employees.

100 or more employees.

Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

**K. Records, Reports and Audits**

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

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

**L. Conflicts of Interest**

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

**M. Confidentiality**

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

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

**N. Licenses, Certifications and Permits**

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

**O. Key Personnel**

All of the individuals identified in Exhibit "C" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "C", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that

compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

This Section does not apply.

**P. Authority to Contract**

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

**Q. Ownership of Work**

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

**R. Nondiscrimination**

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

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry for Consultant and all necessary equipment to

each Facility covered by this Agreement, in order for Consultant to complete the Work.

**B. County's Representative**

Matt Williams, Director of Property Management, or his designee 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 Property Management for the County and Terry Teakell for the Consultant.

##### **B. Official Notices**

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

**NOTICE TO THE COUNTY** shall be sent to:

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

**NOTICE TO THE CONSULTANT** shall be sent to:

Tri Scapes Inc  
Attn: Terry Teakell  
1595 Peachtree Pkwy  
Ste 204-396  
Cumming, GA 30041

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

#### **XIV. WAIVER OF AGREEMENT**

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

#### **XV. NO THIRD PARTY RIGHTS**

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

#### **XVI. SOVEREIGN IMMUNITY**

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

#### **XVII. FORCE MAJEURE**

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT: Tri Scapes, Inc.

Rebecca Martin

By: Rebecca Martin

Its: President / CFO

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

Karen Goo

Witness Mary Chamber

Notary Public



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:

123489  
Federal Work Authorization User Identification  
Number

06/02/08  
Date of Authorization

TriScapes, Inc  
Name of Contractor

Facility Landscape Maint.  
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 27<sup>th</sup>, Mar, 2014 in Alpharetta (city),  
Ga (state).

Rebecca Martin  
Signature of Authorized Officer or Agent

Rebecca Martin, CFO  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 27<sup>th</sup> DAY OF  
March, 2014

Notary Seal  
NOTARY PUBLIC



My Commission Expires  
7-19-16

EXHIBIT "B"

STATE OF GEORGIA  
COUNTY OF CHEROKEE

Not Applicable

SUBCONTRACTOR AFFIDAVIT

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city),  
\_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "C"**

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

This Exhibit not used.

Exhibit D

**RFP 2014-40: Facility Landscape Maintenance Services**  
**Location of Facilities Pricing Form**

The price to straw and price to mulch each location should be included in the monthly/annual fees; we are requesting this information to ensure proper straw and mulch quantities are quoted for the proposal.

| Facility and Address                                                                                    | Monthly Fee | Annual Fee | Price to Straw | Price to Mulch |
|---------------------------------------------------------------------------------------------------------|-------------|------------|----------------|----------------|
| Justice Center<br>90 North St.<br>Canton, GA 30114                                                      | \$570       | \$6,840    | n/a            | \$1,125        |
| Historic Courthouse<br>100 North St.<br>Canton, GA 30114                                                | \$365       | \$4,380    | n/a            | \$625          |
| Administration Offices/ Cherokee<br>County Conference Center<br>1130 Bluffs Parkway<br>Canton, GA 30114 | \$960       | \$11,520   | \$1,100        | \$5,000        |
| South Annex Administration<br>7545 Main St., Bldg #300<br>Woodstock, GA 30188                           | \$415       | \$4,980    | n/a            | \$750          |
| South Annex Recreation<br>7545 Main St., Bldg #200<br>Woodstock, GA 30188                               | \$450       | \$5,400    | n/a            | \$1,250        |
| South Annex Health Department<br>7545 Main St., Bldg #100<br>Woodstock, GA 30188                        | \$415       | \$4,980    | n/a            | \$750          |
| Albert L. Stone<br>400 East Main St<br>Canton, GA 30114                                                 | \$185       | \$2,220    | n/a            | \$500          |
| Tag Office<br>2780 Marietta Hwy<br>Canton, GA 30114                                                     | \$300       | \$3,600    | n/a            | \$1,000        |
| Tax Assessors / Marshal Office<br>Complex<br>2782 Marietta Hwy<br>Canton, GA 30114                      | \$160       | \$1,920    | \$110          | n/a            |
| Fire Logistics/CATS<br>884 Univeter Rd<br>Canton, GA 30114                                              | \$345       | \$4,140    | \$275          | n/a            |
| Animal Shelter<br>1015 Univeter Rd<br>Canton, GA 30114                                                  | \$320       | \$3,840    | n/a            | \$1,375        |
| Senior Center<br>1001 Univeter Rd                                                                       | \$435       | \$5,220    | n/a            | \$1,000        |

| Facility and Address                                                        | Monthly Fee | Annual Fee | Price to Straw | Price to Mulch |
|-----------------------------------------------------------------------------|-------------|------------|----------------|----------------|
| Canton, GA 30114                                                            |             |            |                |                |
| Fire Station #4 – (Free Home )<br>9253 Freehome Hwy<br>Canton, GA 30115     | \$265       | \$3,180    | n/a            | \$500          |
| Fire Station #12 – (Waleska)<br>9081 Fincher Rd<br>Waleska, GA 30183        | \$290       | \$3,480    | n/a            | \$500          |
| Fire Station #19 - (Hwy 92)<br>100 Ridge Mill Ct<br>Acworth, GA 30102       | \$295       | \$3,540    | \$330          | \$200          |
| Fire Station #21 – (Ball Ground)<br>1190 Evenflo Dr.<br>Canton, GA 30114    | \$540       | \$6,480    | n/a            | \$500          |
| Fire Station #22 – (Bridge Mill)<br>9550 Bells Ferry Rd<br>Canton, GA 30114 | \$440       | \$5,280    | n/a            | \$375          |
| Fire Station#23 – (Hickory Flat)<br>7625 Vaughn Rd.<br>Canton, GA 30115     | \$365       | \$4,380    | n/a            | \$750          |
| Former City Club<br>959 Marietta Hwy<br>Canton, GA 30114                    | \$215       | \$2,580    | \$330          | n/a            |
| Univeter Rd. Health Department<br>1219 Univeter Road<br>Canton, GA 30115    | \$265       | \$3,180    | \$275          | n/a            |
| Woodstock Tag Office<br>155 Towne Lake Pkwy<br>Woodstock, GA 30188          | \$295       | \$3,540    | \$550          | n/a            |
| Fire Training Center<br>3985 Holly Springs Pkwy<br>Holly Springs, GA 30115  | \$340       | \$4,080    | \$275          | n/a            |
| <b>TOTALS</b>                                                               | \$8,230     | \$98,760   | \$3,245        | \$16,200       |





### Cherokee County, Georgia Agenda Request

SUBJECT: PSA for Outdoor Warning Siren Maintenance      MEETING DATE:      04/01/2014

SUBMITTED BY:      Robby Westbrook

**COMMISSION ACTION REQUESTED:**

Requesting authorization to award the standard County Professional Services Agreement for Outdoor Warning Siren Maintenance to the low bidder, Meer Electric, in an amount not to exceed \$35,500.00 per year.

**FACTS AND ISSUES:**

The County owns fifty-eight (58) Federal Model 2001 Outdoor Warning Sirens located at various sites within the County that require annual servicing and maintenance. These sirens are used to warn County residents of tornado and extreme wind events.

RFP 2014-23 was issued requesting proposals from certified Federal Warning Siren technicians. RFP documents were posted on the County's website on January 21, and advertised in the Cherokee Tribune on January 24 and 31. Proposals were received from two (2) companies on February 26. Proposals were evaluated based on reasonableness of cost, references and qualifications. Repairs are invoiced at an hourly charge and at cost for materials and parts. Proposal pricing is as follows:

1. Meer Electric    \$104.00 per hour bucket truck rental, no service call fee
2. West Shore      \$132.00 per hour bucket truck rental, \$150.00 per site service call

The original term for the Agreement is one (1) year, with option to renew for two (2) additional one-year terms, for a total not to exceed contract term of three (3) years.

**BUDGET: FY 2014**

|                       |                    |                                     |
|-----------------------|--------------------|-------------------------------------|
| Budgeted Amount:      | \$40,111.00        | Account Name: Professional Services |
| Amount Encumbered:    |                    | Account #: 13920000-521200          |
| Amount Spent to Date: | \$ 4,472.51        |                                     |
| Amount Requested:     | <u>\$35,500.00</u> |                                     |
| Remaining Budget:     | \$ 138.49          |                                     |

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 the standard County Professional Services Agreement for Outdoor Warning Siren Maintenance to the low bidder, Meer Electric, in an amount not to exceed \$35,500.00 per year.

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

# Procurement Summary

**Date Submitted:** 18-Mar-14  
**Submitted by:** Savannah Shadburn  
**RFB Number:** 2014-23: Outdoor Warning Siren Maintenance  
**Value of Contract:** Not to exceed \$106,500.00  
**Period of Performance:** 04/02/2014 - 04/02/2017  
**Supplier Name:** Meer Electric Company  
**General Description:** Maintenance and repairs to Outdoor Warning Siren System  
**Source of Funds:** 13920000-521200 Professional Services

## Contract Information

### Proposed Contract Type

|                                     |                                          |
|-------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> | Standard Professional Services Agreement |
| <input type="checkbox"/>            | PSA with Exceptions Approved by Counsel  |
| <input type="checkbox"/>            | Supplier Agreement Approved by Counsel   |
| <input type="checkbox"/>            | Standard Purchase Order                  |

Formal Advertised Procurement:  Yes  No\*

Number of Bidders Contacted / Number of Bids Received: 5 | 2

Supplier Selection Based on:

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

| Weight | Evaluation Criteria |
|--------|---------------------|
| 65%    | Price               |
| 10%    | References          |
| 25%    | Qualifications      |

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

|                                     |                                                                  |
|-------------------------------------|------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | No <u>Cherokee County</u> Business submitted bid/proposal        |
| <input type="checkbox"/>            | CC Business bid/proposal was non-responsive/not-responsible      |
| <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 |
|--------------|-----------------------------------|-----------------------|----------------|-----------|
| 100          | \$104.00 per hour, plus materials | Meer Electric Company | Alpharetta, GA |           |
| 80           | \$132.00 per hour, plus materials | West Shore Services   | Allendale, MI  |           |
|              |                                   |                       |                |           |
|              |                                   |                       |                |           |

Fair Price Determination:

| Method                              | Price Analysis Type                                |
|-------------------------------------|----------------------------------------------------|
| <input type="checkbox"/>            | Lowest Bidder                                      |
| <input checked="" 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 type="checkbox"/>            | Other, see attached price analysis.                |

**Important Price Evaluation Notes:** Pricing analysis is based on the average work order requirement of one (1) employee with bucket truck. All necessary repairs will be charged at cost.

**Why Other Than Low Bidder Selected:** \_\_\_\_\_  
(If Applicable)

\*Notes:

Original contract term is for one (1) year, with option to renew for two (2) additional one-year terms.  
Total contract value reflects not to exceed value over three years.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS  
 BID/PROPOSAL TAB**

RFB/RFP No.: 2014-23  
 RFB/RFP NAME: Maintenance of Outdoor Warning Siren  
 BID DUE DATE/TIME: Tuesday, February 26, 2014 at 2:00pm EST

**Proposals Received (no particular order)**

| <u>NAME</u>         | <u>CITY/STATE</u> | <u>1 Original;<br/>1 copy</u> | <u>PSA<br/>Acceptance<br/>App B</u> | <u>E Verify<br/>Ex A</u> | <u>Proposal<br/>Ack.<br/>App C</u> | <u>COI<br/>Evidence</u> | <u>Quals.</u> | <u>References<br/>App D</u> |
|---------------------|-------------------|-------------------------------|-------------------------------------|--------------------------|------------------------------------|-------------------------|---------------|-----------------------------|
| Meer Electric       | Alpharetta, GA    | Y                             | Y                                   | Y                        | Y                                  | Y                       | Y             | Y                           |
| West Shore Services | Allendale, MI     | Y                             | Y                                   | Y                        | Y                                  | Y                       | Y             | Y                           |
|                     |                   |                               |                                     |                          |                                    |                         |               |                             |
|                     |                   |                               |                                     |                          |                                    |                         |               |                             |
|                     |                   |                               |                                     |                          |                                    |                         |               |                             |
|                     |                   |                               |                                     |                          |                                    |                         |               |                             |
|                     |                   |                               |                                     |                          |                                    |                         |               |                             |

**Notes:**

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**Opening/Reading Attendance**

| <u>COMPANY</u> | <u>NAME</u>      |
|----------------|------------------|
| CC Procurement | Savanah Shadburn |
|                |                  |
|                |                  |

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**  
**Price Analysis**

RFB/RFP No.: 2014-23  
RFB/RFP NAME: Maintenance of Outdoor Warning Siren  
BID DUE DATE/TIME: Tuesday, February 26, 2014 at 2:00pm EST

| Type of Service                                                                                                    | MEER ELECTRIC               | WEST SHORE SERVICES                      |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------|
|                                                                                                                    | Cost per Type               | Cost per Type                            |
| Hourly rate for repair and routine maintenance<br>– during business hours of M-F 8am-5pm                           | \$ 104.00                   | \$85<br>(+ \$150 service call per site)  |
| Hourly rate for repair and routine maintenance<br>– during nonbusiness hours of M-F 5pm-8am, Weekends and Holidays | \$ 104.00                   | \$105<br>(+ \$150 service call per site) |
| Parts & Materials                                                                                                  | Cost                        | Cost, plus 15%                           |
| Hourly rate for bucket truck – any time                                                                            | included in Hourly rate     | \$ 132.00                                |
| Hourly rate for all other rented equipment                                                                         | N/A - Owns Equipment        | Cost, plus 15%, if required              |
| Cost of outside labor                                                                                              | N/A - uses internal sources | If required, proposal will be furnished  |

| Analysis - Sample Work Order |   | Meer Electric Company |           | West Shore Services |           |
|------------------------------|---|-----------------------|-----------|---------------------|-----------|
| No. of Sites Visited         | 1 | \$ -                  | \$ -      | \$ 150.00           | \$ 150.00 |
| Bucket truck, per hour       | 1 | \$ 104.00             | \$ 104.00 | \$ 132.00           | \$ 132.00 |
| Replace parts, at cost       |   |                       |           |                     |           |
| Total                        |   |                       | \$ 104.00 |                     | \$ 282.00 |

plus parts

plus parts

# CHEROKEE COUNTY BOARD OF COMMISSIONERS

## Proposal Scoring

RFB/RFP No.: 2014-23  
 RFB/RFP NAME: Maintenance of Outdoor Warning Siren  
 BID DUE DATE/TIME: Tuesday, February 26, 2014 at 2:00pm EST

| <u>CRITERIA</u>        | <u>WEIGHT</u> | <u>DETAILS</u>                                                                                                                    |
|------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------|
| REASONABLENESS OF COST | 65%           | BEST OVERALL VALUE FOR SERVICES                                                                                                   |
| REFERENCES             | 10%           | WHERE THE PROPOSED PRODUCTS & SERVICES HAVE BEEN USED IN THE PAST 3 YEARS                                                         |
| QUALIFICATIONS         | 25%           | INSURANCE CERTIFICATE<br>NUMBER OF EMPLOYEES (BY TRADE/TASK)<br>YEARS IN BUSINESS<br>FINANCIAL STATEMENT<br>AWARDS/CERTIFICATIONS |

| PROPOSER NAME | TOTAL      | MAX 65<br>COST | MAX 10<br>REFERENCES | MAX 25<br>QUALIFICATIONS |
|---------------|------------|----------------|----------------------|--------------------------|
| Meer Electric | <b>100</b> | 65             | 10                   | 25                       |
|               |            |                |                      |                          |
| West Shore    | <b>80</b>  | 45             | 10                   | 25                       |
|               |            |                |                      |                          |
|               |            |                |                      |                          |
|               |            |                |                      |                          |
|               |            |                |                      |                          |

Notes:

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 April, 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 Meer Electrical Contractors Inc DBA Meer Electric, ("Consultant"), collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as maintenance of outdoor warning sirens; 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:** PSA 2014-23 in accordance with all specifications and pricing outlined in the Proposal dated February 26, 2014, attached for reference as Exhibit "E".

**B. The Work**

The Work to be completed under this Agreement (the "Work") consists of providing supplies and equipment for routine maintenance and emergency repair and/or service for the County's outdoor warning sirens. A complete list of sirens covered under this Agreement has been attached for reference 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 April 1 annually. 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 [**X 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 [**X 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, for a total not to exceed contract term of three (3) years from the date first written above. 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 thirty-five thousand, and five hundred dollars (\$35,500.00) annually, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon the hourly rate specified in the Proposal dated February 26, 2014, and at cost for any parts and materials.

C. This section is left blank intentionally.

#### IV. COVENANTS OF CONSULTANT

##### A. Expertise of Consultant

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

##### B. Budgetary Limitations

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

##### C. County's Reliance on the Work

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

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

**F. Assignment of Agreement**

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

**G. Responsibility of Consultant and Indemnification of County**

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

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

#### **H. Independent Contractor**

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

#### **I. Insurance**

##### **(1) Requirements:**

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

##### **(2) Minimum Limits of Insurance:**

Consultant shall maintain the following insurance policies with limits no less than:

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

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.

- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

**J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

- (1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, **or**
- (2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation

of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

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

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

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

**K. Records, Reports and Audits**

(1) Records:

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

**L. Conflicts of Interest**

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

**M. Confidentiality**

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

written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

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

**N. Licenses, Certifications and Permits**

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

**O. Key Personnel**

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

**P. Authority to Contract**

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

**Q. Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the

Consultant ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

**R. Nondiscrimination**

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

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

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

**B. County's Representative**

Renee Cornelison 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 Renee Cornelison for the County and Peter Meer 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:

Attn: Procurement Director  
Cherokee County Board of Commissioners  
1130 Bluffs Pkwy  
Canton, GA 30114

**NOTICE TO THE CONSULTANT** shall be sent to:

Attn: Peter Meer  
Meer Electric  
405 Tidwell Dr  
Alpharetta, GA 30004

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:**

*Meer Electrical Contractors, Inc.*

By: *Judy Meer*

Its: *Secretary/Treasurer*

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

*Cameron Clark*  
Witness  
*Diane M Darcy*  
Notary Public

[NOTARY SEAL]

My Commission Expires:

*February 20, 2016*

**DIANE M DARCY  
NOTARY PUBLIC  
FULTON COUNTY, GEORGIA  
MY COMMISSION EXPIRES  
FEBRUARY 20, 2016**

**CHEROKEE COUNTY**

By: *L. B. Ahrens*  
Its: *Chairman*

[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:

107624  
Federal Work Authorization User Identification Number

March 17, 2008  
Date of Authorization

Meer Electrical Contractors, Inc.  
Name of Contractor

Maintenance for Outdoor Warning Sirens  
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 Feb. 26, 2014 in Alpharetta (city),  
GA (state).

Judy Meer  
Signature of Authorized Officer or Agent

Judy Meer, Secretary/Treasurer  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 26th DAY OF  
February, 2014.

Diane M Darcy  
NOTARY PUBLIC

[NOTARY SEAL]

**DIANE M DARCY  
NOTARY PUBLIC  
FULTON COUNTY, GEORGIA  
MY COMMISSION EXPIRES  
FEBRUARY 20, 2016**

My Commission Expires:  
February 20, 2016

**EXHIBIT "B"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

Maintenance for Outdoor Warning Sirens  
Name of Project

Cherokee County Board of Commissioners  
Name of Public Employer

Subcontractor will not be used.

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city),  
\_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "C"**

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

This section is left blank intentionally.

### Exhibit D

| OUTDOOR WARINING SIRENS - CHEROKEE COUNTY |           |        |        |                                                             |               |         |            |            |           |
|-------------------------------------------|-----------|--------|--------|-------------------------------------------------------------|---------------|---------|------------|------------|-----------|
| Quantity                                  | Installed | Site # | RTU ID | Location                                                    | City          | Group   | Latitude   | Longitude  | Type      |
| 1                                         | 1996      | 1001   | 1      | 745 Marietta Highway (SR 20) across from Canton Elementary  | Canton        | 1 North | N34.236580 | W84.499680 | 2001-SRN  |
| 2                                         | 1996      | 1002   | 2      | 199 Ridge Pine Drive at water tower behind Fire Station 11  | Canton        | 1 North | N34.208151 | W84.507236 | 2001-SRN  |
| 3                                         | 1996      | 1003   | 3      | 116 Brown Industrial Parkway @ Sequoyah Regional Library    | Canton        | 1 North | N34.237186 | W84.469061 | 2001-SRN  |
| 4                                         | 1996      | 1004   |        | <b>NOT UPGRADED (Out of Service)</b>                        |               |         |            |            |           |
| 5                                         | 1996      | 1018   | 18     | 8889 Fincher Road (SR 108) Behind Nat'l Comm. Inc.          | Waleska       | 1 North | N34.313076 | W84.555132 | 2001-SRN  |
| 6                                         | 1996      | 1019   | 19     | 435 Old Canton Road @ Ball Ground Public Library            | Ball Ground   | 1 North | N34.340236 | W84.378227 | 2001-SRN  |
| 7                                         | 1996      | 1020   | 20     | 12989 Ball Ground Highway SW corner of Laurel Lake Drive    | Ball Ground   | 1 North | N34.373836 | W84.372009 | 2001-SRN  |
| 8                                         | 1998      | 1022   | 22     | 439 Keith Drive in Wal Mart parking lot                     | Canton        | 1 North | N34.256406 | W84.463341 | 2001-SRN  |
| 9                                         | 1998      | 1023   | 23     | 1398 Reinhardt College Parkway (SR 140) @ Fire Station 9    | Canton        | 1 North | N34.262854 | W84.493429 | 2001-SRN  |
| 10                                        | 1998      | 1025   | 25     | 3396 Land Road @ Fire Station 6                             | Canton        | 1 North | N34.332741 | W84.492859 | 2001-SRN  |
| 11                                        | 1998      | 1026   | 26     | 10370 East Cherokee Drive @ Macedonia School Ball Diamond   | Canton        | 1 North | N34.251917 | W84.359400 | 2001-SRN  |
| 12                                        | 1998      | 1031   | 31     | 4568 Cumming Highway @ Buffington Elementary School         | Canton        | 1 North | N34.240630 | W84.414609 | 2001-SRN  |
| 13                                        | 1998      | 1032   | 32     | 2250 Holbrook Campground Road @ Fire Station 25             | Alpharetta    | 1 North | N34.212649 | W84.271539 | 2001-SRN  |
| 14                                        | 1998      | 1033   | 33     | 3624 Hickory Flat Highway (SR 140) @ Fire Station 3         | Canton        | 1 North | N34.199281 | W84.451805 | 2001-SRN  |
| 15                                        | 1998      | 1034   | 34     | 125 Chickasaw Drive @ Firestation 17                        | Waleska       | 1 North | N34.326983 | W84.591050 | 2001-SRN  |
| 16                                        | 1998      | 1035   | 35     | 5804 Yellow Creek Road @ Firestation 15                     | Ball Ground   | 1 North | N34.365081 | W84.277962 | 2001-SRN  |
| 17                                        | 1998      | 1037   | 37     | 1658 Debord Drive on NE corner at Able Road                 | Waleska       | 1 North | N34.363606 | W84.594325 | 2001-SRN  |
| 18                                        | 2000      | 1039   | 39     | 1190 Evento Drive @ Firestation 21                          | Ball Ground   | 1 North | N34.290674 | W84.422344 | 2001-SRN  |
| 19                                        | 2000      | 1040   | 40     | 9253 Ball Ground Road (SR 372) @ Firestation 4              | Canton        | 1 North | N34.236833 | W84.289700 | 2001-SRN  |
| 20                                        | 1998      | 1042   | 42     | 1245 Ball Ground Road (SR 372)                              | Ball Ground   | 1 North | N34.325640 | W84.358197 | 2001-SRN  |
| 21                                        | 1998      | 1046   | 46     | 1836 Hickory Flat Highway @ New Hope Baptist Church         | Canton        | 1 North | N34.220261 | W84.465055 | 2001-SRN  |
| 22                                        | 1998      | 1048   | 48     | 4495 Earney Road @ Highway 140                              | Woodstock     | 1 North | N34.142973 | W84.393917 | 2001-SRN  |
| 23                                        | 1998      | 1050   | 50     | 2305 East Cherokee Drive South Of Bradshaw Farms            | Woodstock     | 1 North | N34.150743 | W84.441933 | 2001-SRN  |
| 24                                        | 1998      | 1051   | 51     | 3600 Reinhardt College Parkway (SR 140) @ water tower       | Canton        | 1 North | N34.286849 | W84.518898 | 2001-SRN  |
| 25                                        | 1998      | 1052   | 52     | 1575 A Univeler Rd. @ Dogwood Farms Subdivision             | Canton        | 1 North | N34.189019 | W84.486636 | 2001-SRN  |
| 26                                        | 2005      | 1053   | 53     | 1825 Pickens Street @ Water Tower                           | Nelson        | 1 North | N34.380583 | W84.365833 | 2001-SRNB |
| 27                                        | 2007      | 1059   | 59     | 100 Worley Rd @ Weatherby Park                              | Canton        | 1 North | N34.299611 | W84.492943 | 2001-130  |
| 28                                        | 1998      | 2005   | 5      | 101 Arnold Mill Rd. @ City Park                             | Woodstock     | 2 South | N34.101500 | W84.518133 | 2001-SRN  |
| 29                                        | 1996      | 2006   | 6      | Running Deer Parkway (165' South Of Dream Catcher Drive)    | Woodstock     | 2 South | N34.117100 | W84.536083 | 2001-SRN  |
| 30                                        | 1996      | 2007   | 7      | 513 Neese Drive @ Dupree Park By Baseball Diamonds          | Woodstock     | 2 South | N34.105233 | W84.493767 | 2001-SRN  |
| 31                                        | 1996      | 2008   | 8      | 1350 Highway 92 @ Cobblestone                               | Woodstock     | 2 South | N34.086217 | W84.503400 | 2001-SRN  |
| 32                                        | 1996      | 2009   | 9      | 6276 Bells Ferry Road behind Fire Station 1                 | Acworth       | 2 South | N34.099267 | W84.579811 | 2001-SRN  |
| 33                                        | 1996      | 2010   | 10     | 6724 Bells Ferry Road @ Fire Station 20                     | Woodstock     | 2 South | N34.139430 | W84.584274 | 2001-SRN  |
| 34                                        | 1996      | 2011   | 11     | 113 Wigley Road East Of Fire Station 10                     | Woodstock     | 2 South | N34.080311 | W84.452232 | 2001-SRN  |
| 35                                        | 1996      | 2012   | 12     | 1530 Barnes Rd @ Fire Station 7                             | Woodstock     | 2 South | N34.107200 | W84.467183 | 2001-SRN  |
| 36                                        | 1996      | 2013   | 13     | 1281 Wiley Bridge Road North Of Cox Road                    | Woodstock     | 2 South | N34.094795 | W84.433263 | 2001-SRN  |
| 37                                        | 1996      | 2014   | 14     | 2031 East Cherokee Drive next to Johnston Elementary School | Woodstock     | 2 South | N34.130402 | W84.494856 | 2001-SRN  |
| 38                                        | 1996      | 2015   | 15     | 6118 Woodstock Road Behind Oak Grove Elementary School      | Acworth       | 2 South | N34.096557 | W84.611034 | 2001-SRN  |
| 39                                        | 1996      | 2016   | 16     | 6565 Putnam Ford Drive @ Etowah High School                 | Woodstock     | 2 South | N34.113677 | W84.561969 | 2001-SRN  |
| 40                                        | 1998      | 2017   | 17     | 2146 Hickory Road @ Hickory Road Baptist Church             | Canton        | 2 South | N34.170423 | W84.467200 | 2001-SRN  |
| 41                                        | 1998      | 2021   | 21     | 9037 Highway 92 @ The Woodstock Home Depot                  | Woodstock     | 2 South | N34.085650 | W84.539633 | 2001-SRN  |
| 42                                        | 1998      | 2024   | 24     | 9500 Main Street @ Crossroads Veterinary Hospital           | Woodstock     | 2 South | N34.088333 | W84.520083 | 2001-SRN  |
| 43                                        | 1998      | 2027   | 27     | 3644 Sugar Pike Road @ Fire Station 32                      | Canton        | 2 South | N34.173515 | W84.380465 | 2001-SRN  |
| 44                                        | 1998      | 2028   | 28     | 498 Victoria Road @ New Bethel Baptist Church               | Woodstock     | 2 South | N34.151933 | W84.601133 | 2001-SRN  |
| 45                                        | 1998      | 2029   | 29     | 6001 Priest Road @ abandoned Fire Station 19                | Acworth       | 2 South | N34.096684 | W84.627936 | 2001-SRN  |
| 46                                        | 1998      | 2030   | 30     | 1682 Toonigh Road at Telephone Substation                   | Canton        | 2 South | N34.161233 | W84.472350 | 2001-SRN  |
| 47                                        | 1998      | 2036   | 36     | 2833 Knox Bridge Highway (SR 20) @ Fire Station 13          | Canton        | 2 South | N34.219397 | W84.610843 | 2001-SRN  |
| 48                                        | 1998      | 2038   | 38     | 2 Ridge Rd South Of Bells Ferry Road                        | Canton        | 2 South | N34.173397 | W84.557505 | 2001-SRN  |
| 49                                        | 1998      | 2041   | 41     | 4027 Hickory Road @ Hickory Flat Public Library             | Canton        | 2 South | N34.169897 | W84.422341 | 2001-SRN  |
| 50                                        | 1998      | 2043   | 43     | 194 Rope Mill Road @ The Water Tower                        | Woodstock     | 2 South | N34.110650 | W84.524167 | 2001-SRN  |
| 51                                        | 1998      | 2044   | 44     | 600 Weatherstone Near Highway 92                            | Woodstock     | 2 South | N34.088067 | W84.473033 | 2001-SRN  |
| 52                                        | 1998      | 2045   | 45     | 7867 Knox Bridge Highway (SR 20) @ Fieldstone Subdivision   | Canton        | 2 South | N34.216168 | W84.538253 | 2001-SRN  |
| 53                                        | 1998      | 2047   | 47     | 4474 Towne Lake Parkway @ RoseCreek                         | Woodstock     | 2 South | N34.128883 | W84.572045 | 2001-SRN  |
| 54                                        | 1996      | 2049   | 49     | 3921 Holly Springs Parkway @ Cross Roads HS @ water tank    | Holly Springs | 2 South | N34.177831 | W84.504205 | 2001-SRN  |
| 55                                        | 2007      | 2054   | 54     | 1000 Riverpark North Dr @ Firestation 24                    | Woodstock     | 2 South | N34.140943 | W84.511077 | 2001-130  |
| 56                                        | 2007      | 2055   | 55     | Ashland Parkway In Front Of Tennis Courts                   | Woodstock     | 2 South | N34.129254 | W84.528185 | 2001-130  |
| 57                                        | 2007      | 2056   | 56     | 136 Stone Forest                                            | Woodstock     | 2 South | N34.104009 | W84.534646 | 2001-130  |
| 58                                        | 2007      | 2057   | 57     | 800 Woodlands Parkway In Front Of Tennis Courts             | Woodstock     | 2 South | N34.094264 | W84.456793 | 2001-130  |
| 59                                        | 2007      | 2058   | 58     | 6688 Bells Ferry Rd @ Hobgood Park                          | Woodstock     | 2 South | N34.131297 | W84.585352 | 2001-130  |

**APPENDIX "C"****RFP 2014-23 PROPOSAL AND ACKNOWLEDGEMENT FORM  
(2 TOTAL PAGES)****I – MAINTENANCE OF OUTDOOR WARNING SIREN:**

Please complete the pricing in the spaces provided below.

For parts & materials, rented equipment and outside labor, please attach a current price list showing the line item unit prices for each part, material, equipment, or labor that may be required to complete the work requested in this RFP. Additionally, for these pricing types, please state the maximum profit percentage that will be added to the base cost per item; this profit percentage should be the same for all items listed under that type.

| <u>TYPE</u>                                                                                                           | <u>COST</u>        | <u>MAX PROFIT %</u> |
|-----------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| Hourly rate for repair and routine maintenance<br>– during business hours of M-F 8am-5pm                              | <b>\$104.00</b>    | N/A                 |
| Hourly rate for repair and routine maintenance<br>– during nonbusiness hours of M-F 5pm-8am,<br>Weekends and Holidays | \$104.00           | N/A                 |
| Parts & Materials                                                                                                     | Attach List        |                     |
| Hourly rate for bucket truck – any time                                                                               | included in hourly | N/A                 |
| Hourly rate for all other rented equipment                                                                            | Attach List        | see notes           |
| Cost of outside labor                                                                                                 | Attach List        | see notes           |

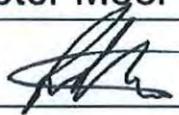
Please include any additional costs or expenses required by your company in the Proposal Notes below.

***PROPOSAL ACKNOWLEDGEMENT AND SIGNATURE FORM***

I hereby acknowledge that I, as the Proposer:

- a) Confirm the pricing outlined above is in accordance with Section VII – Specifications of the Request for Proposal No. 2014-23: MAINTENANCE OF OUTDOOR WARNING SIRENS; and
- b) Have read and understand the requirements of this RFP 2014-23; and
- c) Will comply with all requirements and specifications as outlined in this RFP 2014-23; and
- d) Have received, read and understand the Addenda up to and including No. One; and  
(Fill in highest # received)

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

Name of Company: Meer Electrical Contractors, Inc.  
Address: 405 Tidwell Drive  
City: Alpharetta State: GA Zip: 30004  
Representative: Peter Meer  
  
(printed name)  
Signature: \_\_\_\_\_  
Title: Vice President  
Telephone: 770-993-8028 Fax: 770-998-8709  
E-Mail Address: peter@meerelectric.com

*PROPOSAL NOTES:* We have no charges for rented equipment due to the fact  
that we own all the equipment needed to install, repair and maintain sirens.  
We do not contact outside labor all work done by company personnel.

\*\*\* END \*\*\*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                             |  |                                                                                                                                                                                               |  |
|-------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER<br>PointeNorth Insurance Group, LLC<br>PO Box 724728<br><br>Atlanta GA 31139                       |  | CONTACT NAME: Selena Brodbeck<br>PHONE (A/C No. Ext): (770) 858-7540 FAX (A/C No.): (770) 858-7545<br>E-MAIL ADDRESS: sbrodbeck@PointeNorthIns.com                                            |  |
| INSURED<br>Meer Electrical Contractors Inc DBA<br>Meer Electric<br>405 Tidwell Drive<br>Alpharetta GA 30004 |  | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Cincinnati Insurance Company NAIC # 10677<br>INSURER B: Cincinnati Casualty Company 28665<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

COVERAGES CERTIFICATE NUMBER: CL1411026602 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                          |           |          | EPP0058858    | 2/1/2014                | 2/1/2015                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                                                   |           |          |               |                         |                         |                                                                                                                                                                                                                                          |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS |           |          | EBA0058858    | 2/1/2014                | 2/1/2015                | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                  |
|          |                                                                                                                                                                                                  |           |          |               |                         |                         |                                                                                                                                                                                                                                          |
| A        | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 0                                                                                            |           |          | EPP0058858    | 2/1/2014                | 2/1/2015                | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                   |
|          |                                                                                                                                                                                                  |           |          |               |                         |                         |                                                                                                                                                                                                                                          |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below           |           | N/A      | WC8973221     | 2/1/2014                | 2/1/2015                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Coverage is primary & non-contributory in respect for general and automobile liability. Additional Insured and Waiver of Subrogation status applies to general liability as required by written contract per the attached form GA233. Additional Insured and Waiver of Subrogation status has been requested to the carrier for automobile liability and waiver of subrogation has been requested for Workers Compensation. Umbrella policy follows form. A 30 day notice of material cancellation will be provided for the policies mentioned above except in the event of non-payment which a 10 day notice will be provided.

|                                                                                                                                                                           |                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER<br>(678) 493-6035<br><br>Cherokee County Board of Commissioners<br>Procurement & Risk Management Department<br>1130 Bluffs Parkway<br>Canton, GA 30114 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>William Skeeles/SMB <i>William H Skeeles</i> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

| <u>Coverage:</u>                                                                                                  | <u>Begins on Page:</u> |
|-------------------------------------------------------------------------------------------------------------------|------------------------|
| 1. Employee Benefit Liability Coverage .....                                                                      | 2                      |
| 2. Unintentional Failure to Disclose Hazards .....                                                                | 7                      |
| 3. Damage to Premises Rented to You .....                                                                         | 8                      |
| 4. Supplementary Payments .....                                                                                   | 9                      |
| 5. Medical Payments .....                                                                                         | 9                      |
| 6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control<br>Liability Coverage (Coverage b.) ..... | 9                      |
| 7. 180 Day Coverage for Newly Formed or Acquired Organizations .....                                              | 10                     |
| 8. Waiver of Subrogation .....                                                                                    | 10                     |
| 9. Automatic Additional Insured - Specified Relationships: .....                                                  | 10                     |
| • Managers or Lessors of Premises;                                                                                |                        |
| • Lessor of Leased Equipment;                                                                                     |                        |
| • Vendors;                                                                                                        |                        |
| • State or Political Subdivisions - Permits Relating to Premises;                                                 |                        |
| • State or Political Subdivisions - Permits; and                                                                  |                        |
| • Contractors' Operations                                                                                         |                        |
| 10. Broadened Contractual Liability - Work Within 50' of Railroad Property .....                                  | 14                     |
| 11. Property Damage to Borrowed Equipment .....                                                                   | 14                     |
| 12. Employees as Insureds - Specified Health Care Services: .....                                                 | 14                     |
| • Nurses;                                                                                                         |                        |
| • Emergency Medical Technicians; and                                                                              |                        |
| • Paramedics                                                                                                      |                        |
| 13. Broadened Notice of Occurrence .....                                                                          | 14                     |

#### B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000  
Aggregate Limit: \$ 3,000,000  
Deductible: \$ 1,000

##### 3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

a. Bail bonds: \$ 1,000  
b. Loss of earnings: \$ 350

##### 5. Medical Payments

Medical Expense Limit: \$ 10,000

**b. Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**7. 180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**8. Waiver of Subrogation**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**9. Automatic Additional Insured - Specified Relationships**

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
    - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b) Any express warranty unauthorized by you;
  - c) Any physical or chemical change in the product made intentionally by the vendor;
  - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - 2) The construction, erection, or removal of elevators; or
  - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
    - 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition **5. Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition **11. Conformance to Specific Written Contract or Agreement** is hereby added:

**11. Conformance to Specific Written Contract or Agreement**

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

- b. Include coverage for completed operations; or

- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-





### Cherokee County, Georgia Agenda Request

SUBJECT: FY 2014 Department of Human Services (DHS) MEETING DATE: April 1, 2014  
Amendment No. 2 to Annual Contract for Rural Transportation Program  
CATS 5311 Demand Response Service

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of Amendment #2 to State FY 2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311). Approve a Budget Amendment to the County's adopted FY14 Budget in the total INCREASED amount of \$75,000.00.

FACTS AND ISSUES:

This program provides necessary local match funding for transit services for the elderly, persons with disabilities and other transit dependent citizens of Cherokee County.

The original 2014 DHS contract amount is \$152,326.25 versus the \$169,665.13 provided in FY 2013. This increase in funds brings the 2014 DHS contract amount up to \$227,326.25. A Budget Amendment (attached) to the County's FY14 budget is needed to increase the Transportation Fund's revenues and expenses.

The increase in funds is a result of the FTA providing 5310 funds to DHS versus GDOT. The funds are used for reimbursement of Senior Services trips and Cherokee Day Training Center trips. This is funding that was already budgeted through the GDOT contract but will now come through the DHS contract.

BUDGET:

|                    |              |               |                         |
|--------------------|--------------|---------------|-------------------------|
| Budgeted Amount:   | \$152,326.00 | Account Name: | Transportation Fund POS |
| Amount Encumbered: | \$0          | Account #:    | 24010-345511-DHS        |
| Amount to Date:    | \$0          |               |                         |
| Amount Requested:  | \$ 75,000.00 |               |                         |
| Remaining Budget:  | \$227,326.00 |               |                         |

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 Amendment #2 to State FY 2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311). Approval of a Budget Amendment to the County's adopted FY14 Budget in the total INCREASED amount of \$75,000.00.

REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

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

**Instructions:**

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

**REVENUES:**

| Department |            |                    |           |
|------------|------------|--------------------|-----------|
| Org Code   | Object     | Account Name       | Amount    |
| 24010      | 345511-DHS | State DHS Contract | 75,000.00 |
|            |            |                    |           |
|            |            |                    |           |
|            |            |                    |           |
|            |            |                    |           |
|            |            |                    |           |

75,000.00

**EXPENDITURES:**

| Department |             |                           |           |
|------------|-------------|---------------------------|-----------|
| Org Code   | Object      | Account Name              | Amount    |
| 25541000   | 521209-5311 | Other Contracted Services | 15,000.00 |
| 25541000   | 522202-5311 | Vehicle Maintenance       | 10,000.00 |
| 25541000   | 531270-5311 | Gasoline                  | 50,000.00 |
|            |             |                           |           |
|            |             |                           |           |
|            |             |                           |           |

75,000.00

**PURPOSE OF TRANSFER/ AMENDMENT**

SFY14 Contract Amendment 2 - adds up to \$75,000 reimbursement for services provided

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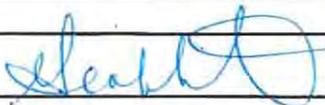


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**Department Head Approval:**



**County Manager Approval:**

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

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**STATE OF GEORGIA  
 DEPARTMENT OF HUMAN SERVICES CONTRACT FORM - AMENDMENT**

This Contract Amendment is entered into between the Department of Human Services and the Contractor named below. The effective date of this amendment is April 7, 2014. All other provisions of the contract remain unchanged.

State Entity's Name: Department of Human Services, through its Office of Facilities and Support Services (hereinafter the "Department" or "DHS")

|                                                                                          |                                                                   |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Contractor's Name: Cherokee County Board of Commissioners (hereinafter the "Contractor") | Contractor's Address 1130 Bluffs Parkway<br>Canton, Georgia 30114 |
| Contractor's FEI # 58-6000799                                                            | Contractor's FY End Date 09/30                                    |
| Contractor's Entity Government                                                           |                                                                   |

**Department Administrative Information**

|                                                                                                                     |                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| DHS Contract # 42700-362-0000023378                                                                                 | DHS Financials Vendor ID # 0000014576                                                                  |
| Requisition # 0000027410                                                                                            | PO #286497                                                                                             |
| CFDA #(s): 93.558, 93.667, 84.126, 20.613                                                                           | <input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event # |
| <input checked="" type="checkbox"/> Amendment #2                                                                    |                                                                                                        |
| Summary of Contracted Services: To provide a coordinated transportation system for human services agency consumers. |                                                                                                        |

Expense  Revenue  No Cost

Total Obligation: \$75,000.00 Federal: \$75,000.00 State: \$0.00 Match: \$0.00 Other: \$0.00

If this Amendment revises obligated amounts, provide *immediate prior* obligation amounts:

Total Obligation: \$152,326.25 Federal: \$19,158.75 State: \$133,167.50 Match: \$0.00 Other: \$0.00

**Contract Term:**

Current Contract Start Date: 07/01/2013 Current Contract Expiration Date: 06/30/2014 Contract Fiscal Yr: 2014

The Contract is in effect through the above Contract Expiration Date. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- AMENDMENT.** The parties hereby agree that the Contract is amended as of the above Amendment Start Date as follows:

**AS READS:**

The parties agree to comply with the terms and conditions of the Contract including the following Annexes which are part of the Contract by reference:

|                                                                                                                                     |                                                                                    |                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Annex A: Scope of Services Includes Proposal and DHS Coordinated Transportation Map             | <input type="checkbox"/> Annex: Reporting Requirements- N/A                        | <input checked="" type="checkbox"/> Annex G: Notice Concerning Critical Incident Reporting                                  |
| <input type="checkbox"/> Annex B: Service Delivery Sites- N/A                                                                       | <input checked="" type="checkbox"/> Annex F: HIPAA Business Associate Agreement    | <input type="checkbox"/> Annex: Resolution (Requires Signature)- N/A                                                        |
| <input type="checkbox"/> Annex C: Certification Regarding Lobbying (Requires Signature)-N/A                                         | <input type="checkbox"/> Annex: Sub-recipient Federal Grant Award Information- N/A | <input checked="" type="checkbox"/> Annex H: Security and Immigration Compliance Affidavits (Requires Signature and Notary) |
| <input checked="" type="checkbox"/> Annex D: Debarment Certification (Requires Signature)                                           | <input type="checkbox"/> Annex: Additional Compliance Requirements- N/A            | <input type="checkbox"/> Annex :                                                                                            |
| <input checked="" type="checkbox"/> Annex E: Payment Provisions Includes Rate Schedule; Invoice and Cost and Budget Report (Sample) | <input type="checkbox"/> Annex: Additional Terms and Conditions- N/A               | <input type="checkbox"/> Annex :                                                                                            |

**IS AMENDED TO READ:**

The parties agree to comply with the terms and conditions of the Contract including the following Annexes which are part of the Contract by reference:

|                                                                                                                                                                                |                                                                                    |                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Annex A: Scope of Services Includes Proposal; DHS Coordinated Transportation Map and Federal Transit Administration Civil Rights Assurance | <input type="checkbox"/> Annex: Reporting Requirements- N/A                        | <input checked="" type="checkbox"/> Annex G: Notice Concerning Critical Incident Reporting                                  |
| <input type="checkbox"/> Annex B: Service Delivery Sites- N/A                                                                                                                  | <input checked="" type="checkbox"/> Annex F: HIPAA Business Associate Agreement    | <input type="checkbox"/> Annex: Resolution (Requires Signature)- N/A                                                        |
| <input type="checkbox"/> Annex C: Certification Regarding Lobbying (Requires Signature)-N/A                                                                                    | <input type="checkbox"/> Annex: Sub-recipient Federal Grant Award Information- N/A | <input checked="" type="checkbox"/> Annex H: Security and Immigration Compliance Affidavits (Requires Signature and Notary) |
| <input checked="" type="checkbox"/> Annex D: Debarment Certification (Requires Signature)                                                                                      | <input type="checkbox"/> Annex : Additional Compliance Requirements- N/A           | <input type="checkbox"/> Annex :                                                                                            |
| <input checked="" type="checkbox"/> Annex E: Payment Provisions Includes Rate Schedule; Invoice and Cost and Budget Report (Sample)                                            | <input type="checkbox"/> Annex: Additional Terms and Conditions- N/A               | <input type="checkbox"/> Annex :                                                                                            |

**AS READS:**

**SECTION III:**

**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR :**

(301E) 2/23/84\*

The Department will pay the Contractor according to the Rate Schedule attached as an Annex after receipt of specified documentation and approval by the Department.

Total approved contract amount is \$152,326.25 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are \$9,721.76. Total payments for services against these funds shall not exceed \$9,721.76 (federal funds).
- c. Title III fund of the Older Americans Act from Division of Aging Services are \$0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00.
- d. State funds available from Division of Aging Services are \$0.00. Payments for services against these funds shall not exceed \$0.00.
- e. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are \$142,604.49. Payments for services against these funds shall not exceed \$142,604.49.

Total fund sources available for trips for all clients, including senior citizens, are \$152,326.25 (state and federal). Total payments for services against these funds shall not be exceeded.

IS AMENDED TO READ:

**SECTION III:**

**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

(301E) 2/23/84\*

The Department will pay the Contractor according to the Rate Schedule attached as an Annex after receipt of specified documentation and approval by the Department.

Total approved contract amount is \$227,326.25 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are \$9,721.76. Total payments for services against these funds shall not exceed \$9,721.76 (federal funds).
- c. Title III fund of the Older Americans Act from Division of Aging Services are \$0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00.
- d. State funds available from Division of Aging Services are \$0.00. Payments for services against these funds shall not exceed \$0.00.
- e. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are \$217,604.49. Payments for services against these funds shall not exceed \$217,604.49.

Total fund sources available for trips for all clients, including senior citizens, are \$227,326.25 (state and federal). Total payments for services against these funds shall not be exceeded.

DHS Contract Paragraph # 401 is amended by ADDING Items J and K, Section IV

AS READS

**SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

**PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

(401F) 04/01/13

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

- A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as an Annex, which the Contractor agrees to by signing this Contract. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to Section 4.3 d of the Business Associate Agreement.

Compliance with Security Management Process: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

- B.  45 CFR Part 74; as used in this Contract, the word Contractor is synonymous with the word Subgrantee as used in this Code of Federal Regulations.
- C.  Compliance with Executive Orders Concerning Ethics and Lobbyist Registration: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- D.  Fair Labor Standards Act of 1938, as amended.
- E.  OMB Circular A-133 Subpart D--Federal Agencies and Pass-Through Entities § 400(c): Subrecipient Federal Grant Award Information is enclosed as an Annex when federal funds are the source of the grant award to the subrecipient. Notwithstanding Paragraph 107 of this Contract, this Annex may be updated by the Department from time to time which shall not be considered a contract modification/alteration requiring execution by the parties.
- F.  Compliance with Federal and State Immigration Laws: Contractor agrees that Contractor complies with O.C.G.A. Sec. 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in the Annex titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. Sec. §13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- G. Social Security Act, Title IV, Part A, 42 U.S.C 601 *et seq.* (93.558)

- H. Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs Training Bill, Public Law 98-8 and 473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203; Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 U.S.C 1397 ET seq. (93.667)
- I. Rehabilitation Act of 1973, Title I, Part A and B, Section 100-111. (84.126)

**IS AMENDED TO READ:**

**SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

**PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS: (401F) 04/01/13**

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as an Annex, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

Compliance with Security Management Process: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

- B.  45 CFR Part 74; as used in this Contract, the word Contractor is synonymous with the word Subgrantee as used in this Code of Federal Regulations.
- C.  Compliance with Executive Orders Concerning Ethics and Lobbyist Registration: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- D.  Fair Labor Standards Act of 1938, as amended.

E.  OMB Circular A-133 Subpart D--Federal Agencies and Pass-Through Entities §.400(c): Subrecipient Federal Grant Award Information is enclosed as an Annex when federal funds are the source of the grant award to the subrecipient. Notwithstanding Paragraph 107 of this Contract, this Annex may be updated by the Department from time to time which shall not be considered a contract modification/alteration requiring execution by the parties.

F.  Compliance with Federal and State Immigration Laws: Contractor agrees that Contractor complies with O.C.G.A. Sec. 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in the Annex titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. Sec. §13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

G. Social Security Act, Title IV, Part A, 42 U.S.C 601 *et seq.* (93.558)

H. Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs Training Bill, Public Law 98-8 and 473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203; Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 U.S.C 1397 *ET seq.* (93.667)

I. Rehabilitation Act of 1973, Title I, Part A and B, Section 100-111. (84.126)

J. Moving Ahead for Progress in the 21st Century (MAP-21) Act, Public Law 112-141, 49 U.S.C 5310. (20.513)

K. DHS Transportation Manual

DHS Annex E titled RATE SCHEDULE is deleted and replaced with Annex E titled RATE SCHEDULE.

DHS Annex F titled HIPAA BUSINESS ASSOCIATE AGREEMENT is deleted and replaced with Annex F titled BUSINESS ASSOCIATE AGREEMENT.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

I, the undersigned Commissioner of Cherokee County, certify that this Contract is entered in Book No. \_\_\_\_\_,  
Page No. \_\_\_\_\_, of the official minutes of the Commission of Cherokee County.

**CONTRACTOR EXECUTION:**

Cherokee County Board of Commissioners  
Name of Contractor

The person signing on behalf of Contractor has full power and has been properly authorized and empowered to enter into this Contract.

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date signed by Contractor

\_\_\_\_\_  
Signature of Chairman  
L. B. "Buzz" Ahrens, Jr.

\_\_\_\_\_  
\*Typed name of individual signing  
Chairman Commission of  
Cherokee County

Date: \_\_\_\_\_

\_\_\_\_\_  
Attestor's signature

\_\_\_\_\_  
Attestor's typed name

\_\_\_\_\_  
\*Title of Attestor

\*Must be Chairman or sole Commissioner.  
\*\*Must be Clerk of Commission.

**DEPARTMENTAL EXECUTION:**

Department of Human Services

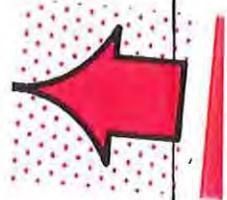
\_\_\_\_\_  
Keith Horton  
Commissioner

\_\_\_\_\_  
Date signed by the Department

Division/Office Director

\_\_\_\_\_  
James T. Bricker, Director  
Office of Facilities and Support Services

\_\_\_\_\_  
Date signed by the Department



**SCOPE OF SERVICES**

**Includes:**

**Technical Proposal for FY 2014**

**DHS Coordinated Transportation Map**

**Federal Transit Administration Civil Rights Assurance**

**SCOPE OF SERVICES**

- A. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
1. The Grant Application and Transportation Plan, approved by the Department, is by reference made a part of this contract and attached hereto as an Annex. All details of the proposal shall be carried out by the Contractor.
  2. Transportation services which meet the special needs of elderly and disabled persons in accordance with the Department's "State Management Plan and Administrative Application Package for Transportation for Elderly Persons and Persons with Disabilities" which is by reference made a part of this contract if applicable.
  3. Acknowledge prior receipt of the "State Management Plan and Administrative Package for Transportation for Elderly Persons and Persons with Disabilities," and to comply with its provisions. Also insure that all sub-contractors adhere to the provisions of the same, if applicable.
  4. Arrange for transportation for consumers who are located in counties adjacent to the Region, but served at DHS sites located within Region.
  5. Provide to elderly and disabled persons transportation services which are coordinated with the transportation activities of other service agencies and organizations as intended by O.C.G.A 37-2-9, by participating in Coordinated Systems.
  6. Administer, operate, expand and maintain a coordinated transportation system for residents of Cherokee County, which is in the Department of Human Services (DHS) Region # 3B. A map outlining the counties that are in each region is attached hereto as an Annex.
  7. Submit monthly billing information to the Regional Transportation Office by the 10<sup>th</sup> working day of the month. Information must be submitted in the correct format agreed upon by the Regional Transportation Office. A sample invoice is attached hereto as an Annex. Trip detail organized by DHS site, indicating names of consumers and dates of trips must be submitted as back-up documentation to all billing.
  8. Submit invoices in accordance with the fixed rate schedule during the term of this contract. Any invoice submitted later than 30 days following the contract termination date will not be paid by the Department.
  9. Comply with all details in the technical proposal and rate schedule, unless specified by amendment(s).
  10. Attend meetings with the Regional Transportation Coordinating Committee (RTCC) as requested and/or scheduled.
  11. Implement such service expansions or improvements as may be recommended by the RTCC and accepted by the Department, or as may otherwise be agreed upon between the parties from time to time and as funding allows. Requests for transportation of new Human Service Providers or expansion of existing transportation will be submitted to the RTO for review and approval as funding is available.
  12. Maintain any vehicles in a mechanically safe condition and submit annual safety certifications for all state vehicles used in the program.

13. A Cost Report and a Budget Report for all contractors and subcontractors who will be providing transportation services in the execution of this contract. The prescribed formats to be used in providing cost and budget data is hereto attached as an Annex. The forms to be used in meeting this contract requirement will be provided electronically to the Contractor by DHS. The Contractor will certify to the accuracy and validity of all cost and budget information submitted by subcontractors as being directly related to the DHS Transportation Services provided. The previous year's final and current year's mid-year Cost Report information will be provided no later January 31<sup>st</sup> of each year. The Budget Report will be provided in February with the Contractor's annual proposal and no later than the proposal deadline designated by DHS. Both reports will be submitted to the DHS Regional Transportation Office in the appropriate region. Regional Transportation Office staff may require submission of this information on a monthly or quarterly basis in addition to the annual requirement.
  14. Maintain updated Internet accessibility and an updated Microsoft Windows operating system, both within the last two released versions, in order to be able to properly access and utilize a web-based trip ordering system planned for implementation in FY 2014.
  15. Assist with evacuation efforts in a governor-declared state of emergency. DFCS rates will be applied for services provided.
  16. Ensure contractors and subcontractors, that actively provide transportation services to DHS consumers, submit "Wildly Important Goals" survey forms to the Regional Transportation Office weekly. A specific day will be determined by the DHS Regional Transportation Office.
  17. Ensure contractors and subcontractors, that actively provide transportation services to DHS consumers, submit the total number of trips (to include DHS, DOT, DCH, and other) performed, miles traveled, and hours operated, for all transit programs administered by the contractor and subcontractor, to the Regional Transportation Office monthly. This information is to be submitted with the monthly billing information.
  18. Assist DHS in conducting an annual customer service survey by distributing and collecting DHS survey forms to and from targeted passenger groups. Forms, directions and schedules will be provided by the DHS Regional Transportation Office.
  19. Monitor its coordinated transportation service contractors for compliance with applicable policies, procedures and contract specifications. Such monitoring shall be documented and made available to the DHS Regional Transportation Office upon request.
  20. Ensure that the Contractor and all Subcontractors agree that the Federal Transit Administration for Civil Rights Assurance terms and conditions are adhered to in accordance with federal and state laws, rules and regulations. The Contractor must sign appropriated assurances which are identified in the DHS Transportation Manual and included herein as an Annex titled Federal Transit Administration Civil Rights Assurance.
- B. The Department will provide the following in accordance with the terms and conditions of the Contract:
1. Monitor and evaluate the Contractors activities for effectiveness.
  2. Technical assistance as need and requested.

C. Both parties agree that:

1. The Department will pay the Contractor within 30 days of receipt of all required billing and supporting documentation. DHS procedures will be followed for processing payments. Request for rush payments or deviation from procedures will be denied.
2. If the Contractor elects to operate a state titled vehicle from the Department and other contracting agencies to provide services, the Contractor will pick up, take custody of and be responsible for, maintaining vehicles (including preventive maintenance, cleaning and repair, and component replacement as necessary, including cost of surplus/discharging of state titled vehicle at the end of useful life per current manual instructions). Provide vehicle liability insurance coverage in accordance with the DHS Risk Management Manual, defend all suits brought upon such claim and pay all costs and expenses incidental thereto; however, agencies shall have the right, at their own expense, to participate in the defense of any suit without relieving the Contractor of any obligation there under and return vehicles to the Department in good condition upon termination of the contract. The Contractor shall be responsible for any expenses incurred by the Department due to the failure of the Contractor to return vehicles in good condition. Expenses incurred by the Department to restore vehicles to good condition shall be deducted from the final payment to the Contractor or if expenses exceed final payment, billed to the Contractor.
3. Every transportation provider who operates in the Coordinated Transportation System will follow accident reporting procedures for DHS owned and non-DHS owned vehicles in accordance with the DHS Risk Management Manual and the Transportation Manual.

FEDERAL TRANSIT ADMINISTRATION CIVIL RIGHTS ASSURANCE

The Cherokee County BOC hereby certifies that, as a condition to receiving  
(Private Nonprofit or Public Body)

Federal financial assistance under the Federal Transit Act of 1964, it will ensure that:

1. No person on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit related benefits.

2. The Cherokee County BOC will complete, maintain, and submit in a timely  
(Private Nonprofit or Public Body)

manner Title VI information required by FTA Circular 1160.1A and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.Z

3. The Cherokee County BOC will make it known to the public that those person  
(Private Nonprofit or Public Body)

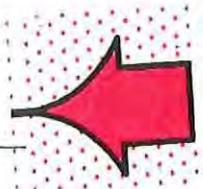
or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

L. B. "BUZZ" AHRNS, CHAIRMAN  
Name and Title of Authorized Officer



HERE

### TITLE VI RIDERSHIP INFORMATION

COUNTY: Cherokee County

AGENCY: Cherokee Area Transportation System (CATS)

Number of Persons likely to receive service. (Estimate).

Percentage of  
Service Area Population  
By Minority Group

Number of  
Persons Expected  
To Be Served

|                 |                 |               |
|-----------------|-----------------|---------------|
| <u>81.3</u> %   | White           | <u>500</u>    |
| <u>5.4</u> %    | Black           | <u>100</u>    |
| <u>9.0</u> %    | Hispanic        | <u>115</u>    |
| <u>1.0</u> %    | Asian-Pacific   | <u>10</u>     |
| <u>0.3</u> %    | Asian-Indian    | <u>10</u>     |
| <u>      </u> % | Native American | <u>      </u> |
| <u>100</u> %    | TOTAL           | <u>735</u>    |

**STANDARD ASSURANCE OF COMPLIANCE WITH  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The Cherokee County (hereinafter referred to as the  
(Private Nonprofit or Public Body)

"Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D-42 U.S.C. 2000D-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration (FTA), and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to the project:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under the Federal Transit Act of 1964, (The FTA Act) and, in adapted form in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D to 2000D-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties; (a) for the subsequent transfer of real property acquired or improved under this

Georgia Department of Human Services  
Office of Facilities and Support Services  
Transportation Services Section

project, and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under this project.

8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under Federal Transit Programs and is binding on it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Transit Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED: \_\_\_\_\_  
Signature of Authorized Officer

L. B. "BUZZ" AHRENS, CHAIRMAN  
Name and Title of Authorized Officer



Attachments:

Appendices A, B, and C

(Appendix A to Title VI Assurance)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter, referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination or suspension of the contract in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Urban Mass Transportation Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Appendix B to Title VI Assurance)

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon, in accordance with the Federal Transit Act and the policies and procedures prescribed by the Federal Transit Administration of the Department of Transportation and, also in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000D TO 2000D-4), does hereby remise, release, quitclaim and convey unto the

Cherokee County (hereinafter referred to as the

(Name of Applicant)

"Recipient") all the right, title, and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over and under such land hereby conveyed (,) (and)\* (2) that the Recipient shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

(Appendix C to Title VI Assurance)

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the  
Cherokee County (hereinafter referred to as the "Recipient")  
(Name of Applicant)  
pursuant to the provisions of Assurance 10(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (add, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantees, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964; and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, the Recipient shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, the Recipient shall have the right to re-enter said lands and the facilities thereon, the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Recipient pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, the Recipient shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

Georgia Department of Human Services  
Office of Facilities and Support Services  
Transportation Services Section

That in the event of breach of any of the above nondiscrimination covenants, the Recipient shall have the right to re-enter said lands and the facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Recipient and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

11/15/2011 10:00 AM

**FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**  
(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Cherokee County

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. \_\_\_\_\_

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

| <u>Group</u> | <u>Description</u>                                                                                                                                     |          |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 01.          | Required Certifications and Assurances for Each Applicant.                                                                                             | <u>X</u> |
| 02.          | Lobbying.                                                                                                                                              | <u>X</u> |
| 03.          | Procurement and Procurement Systems.                                                                                                                   | <u>X</u> |
| 04.          | Private Section Protections.                                                                                                                           | <u>X</u> |
| 05.          | Rolling Stock Reviews and Bus Testing.                                                                                                                 | <u>X</u> |
| 06.          | Demand Responsive Service.                                                                                                                             | <u>X</u> |
| 07.          | Intelligent Transportation Systems.                                                                                                                    | <u>X</u> |
| 08.          | Interest and Financing Costs and Acquisition of Capital Assets by Lease.                                                                               | <u>X</u> |
| 09.          | Transit Asset Management Plan and Public Transportation Agency Safety Plan.                                                                            | <u>X</u> |
| 10.          | Alcohol and Controlled Substances Testing.                                                                                                             | <u>X</u> |
| 11.          | Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21. | <u>X</u> |
| 12.          | State of Good Repair Program.                                                                                                                          | <u>X</u> |
| 13.          | Fixed Guideway Modernization Grant Program.                                                                                                            | <u>X</u> |
| 14.          | Bus and Bus Facilities Formula Grants Program and Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).                          | <u>X</u> |
| 15.          | Urbanized Area Formula Grants Programs, Passenger Ferry Grants Program, and Job Access and Reverse Commute (JARC) Program.                             | <u>X</u> |
| 16.          | Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.                                                                        | <u>X</u> |
| 17.          | Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.                                                     | <u>X</u> |
| 18.          | Public Transportation on Indian Reservations Programs (also known as the Tribal Transit Programs).                                                     | <u>X</u> |
| 19.          | Low or No Emission/Clean Fuels Grant Programs.                                                                                                         | <u>X</u> |
| 20.          | Paul S. Sarbanes Transit in Parks Program.                                                                                                             | <u>X</u> |
| 21.          | State Safety Oversight Program.                                                                                                                        | <u>X</u> |
| 22.          | Public Transportation Emergency Relief Program.                                                                                                        | <u>X</u> |
| 23.          | Expedited Project Delivery Pilot Program.                                                                                                              | <u>X</u> |
| 24.          | Infrastructure Finance Programs.                                                                                                                       | <u>X</u> |

**FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

**AFFIRMATION OF APPLICANT**

Name of the Applicant: Cherokee County

Name and Relationship of the Authorized Representative: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2014, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2014.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name L. B. Ahrens, Jr., Commission Chairman  
Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): Cherokee County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature Raul N. Higbee, Jr. Date: 3-3-14

Name Raul N. Higbee, Jr., Esq.  
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.



**PRIVATE NONPROFIT or PUBLIC BODY BOARD RESOLUTION**

WHEREAS, THE ( Cherokee County Board of Commissioners ) hereinafter referred to  
(Legal Name of Organization)  
as the "Applicant" has requested assistance from the Georgia Department of Human Services for the  
purpose of capital assistance; and

WHEREAS, this project is considered to be important and necessary to public transportation in  
Cherokee County ; and  
(City/County)

THAT the Applicant while making application to or receiving grants from the Federal Transit  
Administration will comply with the Federal statutes, regulations, executive orders and administrative  
requirements as listed in Appendix A of the FTA Circular FTA C 9070.1C and as also included in  
Appendix B of the Georgia Department of Human Services State Management Plan and Application  
Package for Elderly and Disabled Transportation inclusive;

THAT the Applicant has or will make available in the required amounts non-federal funds to meet  
local share requirements;

THAT \_\_\_\_\_ is empowered to sign  
(Name and Title of Designated Official)  
contract on behalf of the Applicant; and

THAT the above named official may sign on behalf of the Applicant any assurance, certification, or  
other documentation that may be required as a part of the application submitted.

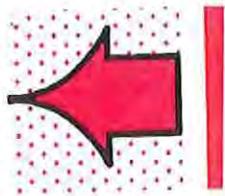
Passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Board Chairman

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public - Notary Seal



**LISTS OF STATUTES, REGULATIONS, EXECUTIVE ORDERS,  
AND ADMINISTRATIVE REQUIREMENTS APPLICABLE  
SECTION 5310**

(Briefly described and provided for the convenience of the applicant.)

**STATUTES**

Section 3(e) of the FTA Act, 49 U.S.C. 1602(E) which requires, among other things, the recipient to provide to the maximum extent feasible for the participation of private mass transportation companies.

Section 12(c) of the FTA Act, 49 U.S.C. 1608(C) Which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Section 5310 of the FTA Act, 49 U.S.C. 1612 Which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of the elderly and disabled.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) Which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of Federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(a) Which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 Which, among other things, prohibits discrimination on the basis of handicap by recipients of Federal financial assistance.

"Hatch Act," 5 U.S.C. 1501, et seq. which, among other things, imposes certain restrictions on political activities of recipients of federal financial assistance.

"Buy America Requirements," Section 5310 of the Surface Transportation Assistance Act of 1982, P.L. 97-424. which, among other things, requires that steel, cement and manufactured products procured under FTA-funded contracts of a certain size be of domestic manufacture or origin (with four exceptions).

Contract Work and Safety Standards Act, 40 U.S.C. 327-333 which, among other things, establishes the required basis and conditions for hours of work and for overtime pay of laborers and mechanics, and directs the Department of Labor to formulate construction safety and health standards.

National Environmental Policy Act of 1969, 42 U.S.C. 4321, ET SEQ. which, among other things, prohibits Federal assistance that will adversely affect the quality of the environment.

Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251, ET SEQ. which, among other things, sets limits on pollutants discharged in international waterways and requires safeguard against spills from oil storage facilities.

Clean Air Act of 1955, as amended, 42 U.S.C. 7401, ET SEQ. which, among other things, establishes national standards for vehicle emissions  
Energy Policy and Conservation Act, 42 U.S.C. 6321 which, among other things, authorizes development and implementation of state energy conservation plans.

National Flood Insurance Act of 1968, 42 U.S.C. 4011, ET SEQ. which, among other things, authorizes a national flood insurance program.

Flood Disaster Protection Act of 1973, 42 U.S.C. 4012A, ET SEQ. which among other things, requires the purchases of flood insurance by recipients of federal financial assistance who are located in areas having special flood hazards.

The Safe, Accountable, Flexible, Efficient Transportation Equity Act, a Legacy for Users (Public Law 109-059) signed into law on August 10, 2005, and codified in 49 U.S.C. Chapter 53.

(continued)

REGULATIONS

49 C.F.R. Part 600, et seq. regulations promulgated by FTA 49 C.F.R. Parts 18,20,21, 23, 24, 25, 27, 29, 37, 39,639,661,663 and 665 regulations promulgated by the Department of Transportation governing Title VI of the Civil Rights Act of 1964, Minority Business Enterprise, Relocation and Land Acquisition, Uniform Relocation Assistance and Real Property Acquisition, Nondiscrimination on the Basis of Handicap, Drug-Free Workplace Act of 1988, Bus Testing, Transportation for Individuals with Disabilities, Pre-award and Post-delivery audits, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, New Restrictions on Lobbying, Capitol Leases, 66 Fed. Reg. 61786, dated 10-16-91, Buy America Requirements: Surface Transportation Assistance Act of 1982, respectively.

0 C.F.R. Part 601 regulations promulgated by the Department of Energy governing Restrictions on Lobbying. 36 C.F.R. Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

46 C.F.R. Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

31 C.F.R. Part 205 regulations promulgated by the Department of Treasury governing letter of credit.

40 C.F.R. Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of Clean Air and Water Pollution requirements for grantees.

EXECUTIVE ORDERS

E.O. 11968 which establishes certain specific requirements related to flood protection and control.

E.O. 12372 which rescinds OMB Circular A-95 and establishes new requirements currently being implemented.

ADMINISTRATIVE REQUIREMENTS

Office of Management and Budget (OMB) Circular A-87 which provides costs principles applicable to grants and grants and contracts with State and local governments.

Office of Management and Budget (OMB) Circular A-102 which provides uniform requirements for assistance to State and local governments.

Federal Transit Administration Circular FYA C 9070.IF Dated May 1, 2009, Elderly Individuals and Individuals with disabilities Program Guidance and application Instructions.

## ANNEX E

**RATE SCHEDULE**  
**For Period of July 1, 2013 - June 30, 2014**  
**Amendment 2**

**CONTRACTOR NAME: Cherokee County Board of Commissioners**

| Type                                                     | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                   | RATE                                                                                                                                    |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| CORE TRIP                                                | Any one-way trip that occurs between 6 AM and 6 PM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response.                                                                                                                                                                                                                                                                   | Aging: \$4.75<br>DFCS & VR: \$11.75<br>DBHDD: \$5.75<br>DOJ: \$33.00<br>10 Ride Pass: \$12.60<br>10 ride Pass Ages 62 and older: \$8.00 |
| NON-CORE TRIP<br>(0-29 Miles)                            | Any one-way trip that occurs between 6 PM. and 6 AM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response. This will include all non-core hour trips, holidays, and weekends.                                                                                                                                                                                               | \$33.00                                                                                                                                 |
| *LONG DISTANCE TRIP<br>(30 - 49 MILES)                   | An hourly rate for the transport time of a long distance trip. A long distance trip is defined as any trip over 30 miles one-way and no more than 49 miles (will only include mileage for the passenger being counted as long distance).                                                                                                                                                                                                                     | \$35.00                                                                                                                                 |
| LONG DISTANCE TRIP<br>(50- 75 MILES)                     | Long distance trip is defined as any trip over 50 miles (will only include mileage for the passenger being counted as long distance).                                                                                                                                                                                                                                                                                                                        | \$45.00                                                                                                                                 |
| FIELD TRIP HOURLY                                        | Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger.                                                                                                                                                                                      |                                                                                                                                         |
| WAIT RATE FOR FIELD TRIPS AND LONG DISTANCE TRIPS HOURLY | An hourly rate for the time a driver must wait for a consumer that cannot be dropped off and picked up at a later time.                                                                                                                                                                                                                                                                                                                                      | \$20.00                                                                                                                                 |
| WHEELCHAIR TRIP                                          | Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cane, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps. |                                                                                                                                         |

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter the "Effective Date") is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and CHEROKEE COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "Contractor") as ANNEX F to Contract No. 42700-362-0000023378 between DHS and Contractor dated \_\_\_\_\_ (hereinafter referred to as the "Contract").

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and Individually Identifiable Information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
  - A. Use PHI for internal quality control and auditing purposes.
  - B. Use or disclose PHI as Required by Law.
  - C. After providing written notification to DHS's Office of Inspector General, use PHI to make a report to a health oversight agency authorized by law to investigate DHS (or otherwise oversee the conduct or conditions of the DHS) about any DHS conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j)(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to DHS's Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate DHS.

- D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Attachments [BAA Exhibit Listing] -1 and [BAA Exhibit Listing]-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
  4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment [BAA Exhibit Listing] -1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment [BAA Exhibit Listing] -1 are impermissible.
  5. Contractor warrants that the individuals listed by name on Attachment [BAA Exhibit Listing] -2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Attachment [BAA Exhibit Listing] -2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Attachment [BAA Exhibit Listing] -2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
  6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
  7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS: Rachel L. King  
HIPAA Privacy Officer, Office of General Counsel  
[raking@dhr.state.ga.us](mailto:raking@dhr.state.ga.us)  
404-651-6310

Pall Ramanathan  
Agency Information Security Officer  
[prramanathan@dhr.state.ga.us](mailto:prramanathan@dhr.state.ga.us)

B. At Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Contractor agrees that it will:

- A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on [BAA Exhibit Listing] -1 and [BAA Exhibit Listing] -2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DHS's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.

- H. Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
- i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
  - ii. the inadvertent disclosure of PHI from a person designated in [BAA Exhibit Listing] -1 or [BAA Exhibit Listing] -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in [BAA Exhibit Listing] -1 or [BAA Exhibit Listing] -2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
  - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
  - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
  - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
  - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
  - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to the DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DHS within five (5) business days of DHS's request for proof of implementation.

- J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DHS.
- K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.
- L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by the DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

- N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the DHS upon request.
- R. In addition to any indemnification provisions in the Contract, indemnify the DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.

- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule If, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule If, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
  - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
  - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days notice; or
  - iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

**B. Effect of Termination.**

- I. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination section survives the termination of the Agreement.

**11. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

**12. No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

**13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

*(Signatures on following page)*

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

L. B. Ahrens, Jr.

Chairman, Cherokee County Board of Commissioners

TITLE\*

\_\_\_\_\_  
\* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract



**ATTACHMENT L-1**

**List of Individuals Permitted to Receive, Use and Disclose DHS PHI**

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to DHS Project Leader Contact.

ATTACHMENT L-2

**Part 1:**

Please initial beside the correct option. Please select only one option.

\_\_\_\_\_ Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

\_\_\_\_\_ Contractor DOES need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

**Part 2:**

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

| Full Name | Employer | DHS Information System | Type of Access (Read only? Write?) |
|-----------|----------|------------------------|------------------------------------|
|           |          |                        |                                    |
|           |          |                        |                                    |
|           |          |                        |                                    |
|           |          |                        |                                    |
|           |          |                        |                                    |

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinator [raking@dhr.state.ga.us](mailto:raking@dhr.state.ga.us) and [pmramanathan@dhr.state.ga.us](mailto:pmramanathan@dhr.state.ga.us) immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to DHS Project Leader Contact.





### Cherokee County, Georgia Agenda Request

SUBJECT: Contract for Purchase of Various Concession Food Items      MEETING DATE: 04/01/2014

SUBMITTED BY: Bryan Reynolds, CRPA Director

**COMMISSION ACTION REQUESTED:**

Consideration to award contract to Sysco Food Service of Atlanta for the purchase and delivery of wholesale food items to be sold in CRPA concession stands including CCAC, Hobgood Park Softball Complex, Twin Creeks Softball Complex, and Riverside Athletic Complex.

**FACTS AND ISSUES:**

In February 2014 Cherokee County issued RFP 2014-30: CRPA CONCESSIONS for a three year agreement for the purchase and delivery of wholesale food items to be sold in CRPA concession stands. One bid from Sysco Food Service of Atlanta was received.

All items are marked up appropriately and resold through CRPA concession stands including the Cherokee County Aquatic Center, Hobgood Park Softball Complex, JJ Biello Park Twin Creeks and Riverside concession stands. In FY2013, CRPA spent about \$83,000 on food items plus about \$77,000 on Coke products (under separate Coke agreement) and brought in about \$232,000 in concession revenues. Proceeds from concession operations are used to offset other operational costs throughout the agency.

**BUDGET:**

|                       |                        |                                       |
|-----------------------|------------------------|---------------------------------------|
| Budgeted Amount:      | FY14 - \$68,000        | Account Name: Athletics - Concessions |
|                       |                        | Account #: 26130000-531100-21010      |
| Budgeted Amount:      | FY14 - \$50,000        | Account Name: Aquatics - Concessions  |
|                       |                        | Account #: 26124000-531100-21010      |
| Amount Spent to Date: | \$6,689                |                                       |
| Amount Requested:     | TBD by customer demand |                                       |
| Remaining Budget:     | \$111,311              |                                       |

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:**

Based on a price comparison of items purchased from Sysco in FY13 and to similar items sold at local retailers, it is our recommendation to award the Concessions Contract to Sysco Food Service of Atlanta.

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: Bryan Reynolds

COUNTY MANAGER: \_\_\_\_\_

# Procurement Summary

**Date Submitted:** 13-Mar-14  
**Submitted by:** Kristi Thompson  
**RFP/RFB Number:** 2014-30  
**Value of Contract:** \$414,000 max (NTE \$138K/year)  
**Period of Performance:** 3 Years  
**Supplier Name:** Sysco Food Services of Atlanta  
**General Description:** Concessions for CRPA  
**Source of Funds:** Operations

## 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: 

|   |   |
|---|---|
| 4 | 1 |
|---|---|

Supplier Selection Based on:

|   |                          |
|---|--------------------------|
| X | Only One Bidder          |
|   | 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 <u>Cherokee County</u> 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 |
|--------------|--------|-------------------------------|------------------|-----------|
|              | TBD    | Sysco Food Service of Atlanta | College Park, GA | Multiple  |
|              |        |                               |                  |           |
|              |        |                               |                  |           |

Fair Price Determination:

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

**Important Price Evaluation Notes:** Concession items purchased by CRPA but sold to Park attendees therefore costs are passed on to the consumers  
In FY13, CRPA spent a total of \$160,000 (\$83,000 in food and \$77,000 with Coke contract) and received approximately \$232,000

Pricing on disposable items compared to Wal-Mart online pricing and quoted pricing for contract is 15% less

Pricing on high cost food items compared to previous orders from Sysco and quoted pricing for contract is 6% less

Why Other Than Low Bidder Selected:  
(If Applicable)

\*Notes: Total Concessions cost for FY13 was \$158,773 (all parks)

Total Concessions costs for Sysco for FY13 was \$40,652 (Aquatic Center only)

New contract with Sysco anticipated to save total of \$20K (\$2,439 from Sysco and \$17,718 from all other suppliers)





## Cherokee County, Georgia Agenda Request

SUBJECT: CRPA South Annex Renovations

MEETING DATE: 4/1/2014

SUBMITTED BY: Bryan Reynolds, Director Cherokee Recreation and Parks Agency

### COMMISSION ACTION REQUESTED:

Award construction contract to Latimer Construction Company in an amount not to exceed \$175,000 for the Renovations to the CRPA South Annex; construction contract value of \$165,000 with a \$10,000 contingency controlled by the County.

### FACTS AND ISSUES:

Renovations to the restroom facilities at the CRPA Woodstock Office (South Annex) were designed by KRH Architects and the project was released as an RFP in June 2013; in July 2013 two proposals were received. The County exercised its right to reject the proposals and reissue the project at a later date. This was decided the best course of action for several reasons: 1) the two estimates were too far apart to determine fair and reasonableness and 2) from the pricing inconsistencies on several line items it was determined the scope needed to be clarified.

In February 2014, RFP# 2014-32 was released seeking new proposals for the project. Also, the project scope was clarified and expanded to address ADA accessibility issues including an ADA compliant Reception Desk, replacing damaged ceiling grid and tiles throughout the building and the lobby area (changing from tile to carpet), kitchen/concession area (new countertops, millwork and painting). A mandatory pre-proposal meeting was held on March 12, 2014 at the site to review the project scope; three (3) contractors attended the pre-proposal meeting. On March 20, 2014, one proposer, Latimer Construction, submitted a responsive, responsible proposal. After reviewing the Proposals, the County believes the single response is due to timing constraints within the Project. The contract period is limited to less than 60 days and will require mostly evening and weekend work.

In order to meet the allocated project budget, negotiations on pricing and scope were entered into by the Procurement Director and Latimer Construction and on March 24, 2014, a meeting was held with the CRPA Director, the Director of Property Management, Latimer Construction and Procurement Staff to discuss scope and pricing. On March 26, 2014, Latimer Construction submitted a revised price based on the reduced scope. The Procurement Summary is attached for the Board's consideration and review. Also attached, is the price analysis from KRH Architects determining the revised price from Latimer is fair and reasonableness. The negotiated price from Latimer was compared to the pricing estimates from the other two (2) contractors on the previous RFP and known current construction prices.

#### Final Scope includes:

- ADA Accessibility Issues – millwork and new reception desk
- Restrooms – new tile, toilet partitions, plumbing, electrical fixtures and ceiling tiles/grid
- Lobby Area – remove tile and replace with carpet, ceiling tile/grid at entry wings

#### BUDGET:

|                       |           |                                       |
|-----------------------|-----------|---------------------------------------|
| Budgeted Amount:      | \$200,000 | Account Name: Parks Bond – Rec Center |
| Amount Encumbered:    | \$4,960   | Account #: 36180000-541300-PR260      |
| Amount Spent to Date: | \$0       |                                       |
| Amount Requested:     | \$175,000 |                                       |
| Remaining Budget:     | \$20,040  |                                       |

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 construction contract to Latimer Construction Company in an amount not to exceed \$175,000 for the Renovations to the CRPA South Annex; construction contract value of \$165,000 with a \$10,000 contingency controlled by the County.

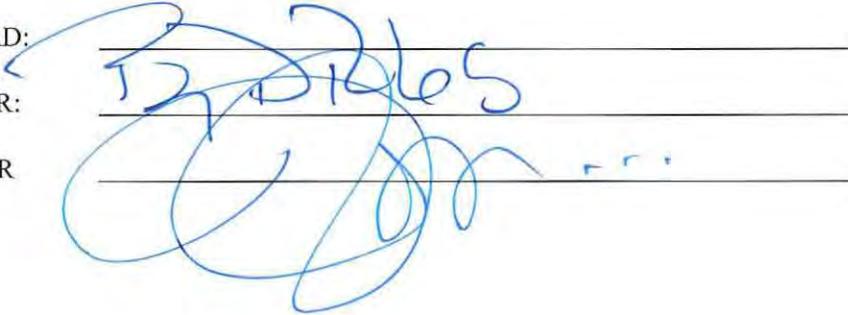
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REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



Handwritten signatures in blue ink over three horizontal lines. The top signature is partially legible as 'T. J. ...'. The middle signature is illegible. The bottom signature is illegible.

# Procurement Summary

**Date Submitted:** 26-Mar-14  
**Submitted by:** Kristi Thompson  
**PSA Number:** 2014-32  
**Value of Contract:** \$175,000 (not to exceed)  
**Period of Performance:** April 3, 2014 - May 31, 2014  
**Supplier Name:** Latimer Construction  
**General Description:** South Annex CRPA Renovations  
**Source of Funds:** Parks Bond

## Contract Information

### Proposed Contract Type

|                                     |                                          |
|-------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> | Standard Construction Services Agreement |
| <input type="checkbox"/>            | PSA with Exceptions Approved by Counsel  |
| <input type="checkbox"/>            | Supplier Agreement Approved by Counsel   |
| <input type="checkbox"/>            | Standard Purchase Order                  |

Formal Advertised Procurement: 

|     |                                     |
|-----|-------------------------------------|
| Yes | <input checked="" type="checkbox"/> |
|-----|-------------------------------------|

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

Number of Bidders Contacted / Number of Bids Received: 

|     |   |
|-----|---|
| Web | 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*                   |
|                                     | * Price Analysis         |

| Weight | Evaluation Criteria              |
|--------|----------------------------------|
| 50%    | Price                            |
| 30%    | Experience (Similar Projects)    |
| 20%    | History of Disputes, Claims, Etc |
|        |                                  |
|        |                                  |

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-responsible      |
| <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 |
|--------------|---------------|----------------------|-----------------|-----------|
|              | \$ 175,000.00 | Latimer Construction | Ball Ground, GA | N/A       |
|              |               |                      |                 |           |
|              |               |                      |                 |           |
|              |               |                      |                 |           |
|              |               |                      |                 |           |

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:** The initial 2 proposal prices were averaged for a comparison price to Latimer's bid. The average was taken due to the fact that the prices were over \$43,000 apart. Added to those prices were the estimated costs for the additional work called for in the expanded scope.

The price analysis was performed by KRH Architects and determined to be fair and reasonable.

\*Notes:

While only one Proposer submitted a bid, this project was bid out last year and we received two bids as comparison points.

There were 3 contractors who attended the mandatory pre-proposal meeting for the re-issuance of this Project. The original proposal price from Latimer was over the set budget for this Project. Therefore, as allowed by Section 2-5-6.05(c) of the Procurement Ordinance, negotiations with Latimer on price and scope were entered into and a new negotiated price was reached.

There are 3 changes to the scope of the work as proposed: deletion of ceiling grid/tile work except in lobby & restrooms, deletion of kitchen/concession area work and the sports flooring in the aerobic room. The sports flooring work will

March 26, 2014

Kristi Thompson  
Procurement & Risk Management  
Cherokee County  
1130 Bluffs Parkway  
Canton, GA 30114

Re: Price Analysis - South Annex Renovations

Kristi,

As you are aware, on Thursday March 20<sup>th</sup> we received proposals for the Renovations to the South Annex. This was the second request for proposals for this work. Following the first set of proposals, the scope was adjusted to add some additional work. The following is a list of these changes:

- New ADA compliant casework and carpet in the Reception area
- Renovations to the Kitchen/Concessions area including, new solid surface countertops, new paint, and new ceiling grid and tiles.
- New ceiling grid and tiles in the office areas.
- Removal of existing tile and new carpeting in the Lobby.
- New ceiling grid and tile, and new lights in the Restrooms and new Storage areas.
- New ceiling grid and tile, and new light fixtures in portions of the corridors from the Lobby.

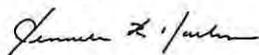
Understandably, the pricing in response to the second RFP was higher. It is my understanding the County has been in negotiations with the contractor that responded to the RFP and that the following has been removed from the current scope in an attempt to reduce the cost associated with the renovations.

- Sports Flooring for the Aerobic Room
- Kitchen Area Work – Millwork, Countertops & Painting
- Ceiling grid/tile in office area.

As you are also aware, we conducted a pre-proposal meeting with the interested contractors on March 12<sup>th</sup>. Three contractors were in attendance. It is always preferable to have more than one proposal to compare numbers, unfortunately only one contractor responded on the day set to receive proposals. Fortunately, we have the information from the first set of proposals along with the knowledge of other similar work currently under construction. We have compared the proposals from the first RFP with the current proposal and against known values for each trade. We have also reviewed the value of each item in the proposed reduced scope of work. The square foot and unit cost for each item is in line with the current fair market value for this work. We do not hesitate to recommend award of the project to Latimer Construction for \$175,000.00.

Please do not hesitate to contact our office if you have any questions.

Sincerely,



Kenneth R. Harless AIA





### Cherokee County, Georgia Agenda Request

SUBJECT: Development Agreement between Cherokee County and Riverstone Homes, Inc. MEETING DATE: April 1, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a Development Agreement between Cherokee County and Riverstone Homes, Inc., for completion of public improvements at the Old Avery Parc subdivision.

FACTS AND ISSUES:

Riverstone Homes, Inc. did not develop Old Avery Parc subdivision. They did, however, buy 11 of the 15 lots in the subdivision and plan to build all the homes in the subdivision. In addition, they plan on completing the public improvements within the subdivision, specifically the final asphalt surface course on all the streets.

Per their purchase agreement for the lots, Riverstone Homes received a credit from the seller of Old Avery Parc subdivision in the amount of \$50,000 for completion of the final asphalt surface course on all the streets. In lieu of posting a performance guarantee, Riverstone Homes has requested that the County hold all permits for Lot 2 of the subdivision until such time that the final asphalt surface course on all streets is completed by Riverstone Homes.

Upon Riverstone Homes completion of the final asphalt surface course on all streets, to Cherokee County's satisfaction, Cherokee County shall issue a building permit for Lot 2.

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 of a Development Agreement between Cherokee County and Riverstone Homes, Inc., for completion of public improvements at the Old Avery Parc subdivision.

REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_  
AGENCY DIRECTOR: \_\_\_\_\_  
COUNTY MANAGER: \_\_\_\_\_

## DEVELOPMENT AGREEMENT

COUNTY: Cherokee

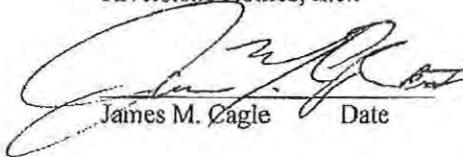
STATE: Georgia

This Agreement entered into on the 26<sup>th</sup> day of March, 2014 by and between Cherokee County, Georgia ("Cherokee County"), being the sovereign local government in which Old Avery Parc Subdivision, as described in the property records of Cherokee County at Plat Book 100, Page 128, (The "Property") is located, and Riverstone Homes, Inc. ("Riverstone") being a Georgia corporation and being the owner of certain residential lots which are part of The Property, do hereby agree as follows:

1. The parties agree that Riverstone did not develop or cause the construction of The Property.
2. Without requiring the provision of bonds or guarantees by Riverstone or any other entity, as authorized by Section 3.05 of the Cherokee County Development Ordinance, Cherokee County shall, subject to all other applicable County ordinances and regulations, issue, upon proper application by Riverstone, building permits and allow for normal construction activities on all lots on the Property except for Lot 2 (the "Lot," as designated on Exhibit "A," attached hereto and incorporated herein by reference) of the Property prior to the completion of the final asphalt surface course on all streets on The Property by Riverstone. Upon Riverstone's completion of the final asphalt surface course on all streets on The Property, and any work incidental to the completion of the asphalt surface course, to Cherokee County's satisfaction, Cherokee County shall issue building permits for the Lot upon proper application by Riverstone and compliance with all applicable County ordinances and regulations.
3. Riverstone shall cause the final asphalt surface course on all streets on The Property to be completed at its sole expense prior to the issuance by Cherokee County of any building permits for the Lot. Riverstone agrees that Cherokee County shall have the right to issue stop work orders regarding the Lot in the event that any activity requiring a building permit is initiated on the Lot prior to the completion of the final asphalt surface course on all streets on The Property by Riverstone as contemplated by this Agreement.
4. This Agreement contains all terms, conditions and understandings between Cherokee County and Riverstone, and no stipulations excluded from this document are part of this Agreement.
5. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives, provided that Riverstone shall not assign this Agreement, or any portion thereof, without the express written consent of Cherokee County.

6. Riverstone, its members, managers, employees, agents and assigns hereby indemnifies and holds harmless Cherokee County and its officers, authorized agents, and employees for any and all damages, accidents, casualties, occurrences or claims ("Claims") which might arise or be asserted against Cherokee County as a result of any act or omission of Riverstone or its members, managers, employees or agents in the performance of its obligations under this Agreement. In the event a Claim subject to indemnity under this provision is asserted against Cherokee County, its officers, authorized agents, or employees, Cherokee County shall promptly notify Riverstone and Riverstone shall defend, at its own expense, any suit based on such Claim. If any judgment or Claims subject to indemnity under this provision against Cherokee County, its officers, authorized agents or employees shall be allowed, Riverstone shall pay for all costs and expenses in connection therewith.

Signed under seal for  
Riverstone Homes, Inc.:

  
James M. Zagle Date 3/26/14

Signed under seal for  
Cherokee County:

\_\_\_\_\_  
L.B. "Buzz" Ahrens, Date  
Chairman, Cherokee County  
Board of Commissioners

Notary:  
Then personally appeared who  
acknowledged the foregoing  
before me.

  
Notary Public  
My Commission Expires: 8/16/14

Notary:  
Then personally appeared who  
acknowledged the foregoing  
before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:







**RIVERSTONE  
HOMES**  
*"Your Total Home Specialist"*

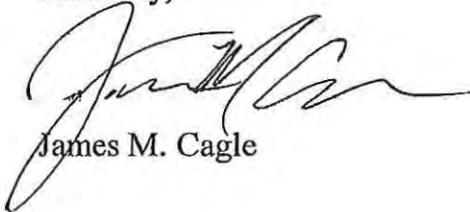
DATE: 3-12-14

TO: Cherokee County Engineering

ATTN: Geoff Morton

Riverstone Homes, Inc. has purchased lots 1 -11 in the Old Avery Parc subdivision off of Avery Road in Canton, Georgia. Riverstone Homes, Inc. will be assuming responsibilities for top coating the streets and installing the monument entrance sign. We will be putting a hold on lot 2 for building permits as a sign of good faith to complete the above tasks.

Sincerely,



James M. Cagle

330 Ronnell Road, Canton, GA 30115  
Office: 770-479-7205 \* Fax: 770-479-3508  
[www.goriverstone.com](http://www.goriverstone.com)

18. **Property Not Being Sold for Value of Any Improvements on Land.** Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and wells. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair, may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all rights to inspect and test for lead-based paint and/or lead-based paint hazards for not less than 10 days from the Binding Agreement Date; and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.

19. **Assignment.** In the event Buyer has the right to assign this Agreement, the assignment shall not release Buyer of any of its obligations or liabilities hereunder. Notice of such assignment shall be provided to Seller at least 5 days prior to Closing.

20. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- Appraisal Contingency as Exhibit "\_\_\_\_\_"
- Back-up Agreement Contingency as Exhibit "\_\_\_\_\_"
- Community Association Disclosure as Exhibit "\_\_\_\_\_"
- Exhibit "D" Special Warranties and Representations of Seller
- Exhibit "E" Special Title Exceptions Pertaining to Property
- Legal Description of the Property as Exhibit "\_\_\_\_\_"
- Seller's Property Disclosure Statement as Exhibit "\_\_\_\_\_"
- Source of Buyer's Funds as Exhibit "\_\_\_\_\_"
- Survey of Property as Exhibit "\_\_\_\_\_"
- Other FINANCING CONTINGENCY EXHIBIT A
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

**ALL PARTIES AGREE TO THE FOLLOWING:**

**OFFER INCLUDES LOTS 1 - 11 ONLY. SELLERS AGREE TO RETAIN OWNERSHIP OF LOTS NOT PURCHASED BY BUYER FOR 18 MONTHS AFTER CLOSING OF LOTS 1 - 11.**

**BUYER SHALL RECEIVE A CREDIT AT CLOSING IN THE AMOUNT OF \$50,000 (FIFTY THOUSAND DOLLARS) THIS SHALL RELEASE SELLER OF ALL RESPONSIBILITY OF FINISHING THE TOP COAT ON THE ROADS AND FRONT ENTRANCE SIGN.**

**AVERY PARK LLC SHALL BE TURNED OVER TO RIVERSTONE HOMES INC IN ORDER FOR BUYER TO CONTROL THE HOA UNTIL TURNED OVER TO THE FUTURE HOMEOWNERS**

**BUYER SHALL HAVE THE RIGHT TO AMEND THE COVENANTS AND RESTRICTIONS, subject to Seller's consent.**

**SHOULD THIS OFFER BECOME BINDING AND IS A SHORT SALE ALL PARTIES AGREE TO AMEND TO INCLUDE SHORT SALE CONTINGENCY EXHIBIT AS PART OF THE OFFER.**

**WITHIN 48 HOURS OF BINDING AGREEMENT DATE, SELLER TO PROVIDE COPIES OF ALL SURVEYS, SOILS AND COUNTY PERMITS WHICH SELLER HAS PERTAINING TO SUBDIVISION**

**BUYER WILL CLOSE EARLIER THAN STATED IF BANK CAN GET THE LOAN PROCESSED EARLIER.**  
*Seller shall pay, at closing, a commission equal to \$21,200.00, said commission to be split equally between Selling and Listing Broker, each party receiving \$10,600.00 at closing.*  
 Additional Special Stipulations  are or  are not attached.

*x BB 11-17-13*

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F34, Land Purchase and Sale Agreement, Page 7 of 8, 07/01/13











### Cherokee County, Georgia Agenda Request

**SUBJECT:** Tax Commissioner to hire private security firm  
and incur other security and operating costs

**MEETING DATE:** 4/1/2014

**SUBMITTED BY:** Sonya Little, Tax Commissioner

**COMMISSION ACTION REQUESTED:**

Approve the budget amendment to discontinue the transfer of funds from the General Fund to the Unincorporated County Services (UnCS) Fund. The Tax Commissioner will use these funds to hire a security firm and for other security and operating costs.

**FACTS AND ISSUES:**

The 2014 Budget was built for the Marshal's office to hire 3 new marshals to provide security for the Tax Commissioner's offices. The money that was used to fund this initiative was the Tax Commissioner 1% Administrative Fee for the new TAVT (new motor vehicle tax effective 3/1/2013).

The Tax Commissioner and the County Marshal have agreed that it would be better for the Tax Commissioner to hire a private security firm. This budget amendment:

- decreases the UnCS Fund's FY2014 revenue budget for the loss of the TAVT 1% fee transfer from the General Fund,
- increases the UnCS Fund revenue amount for the 2014 insurance premium tax to ensure the fund stays balanced with revenue,
- increases the operating budget for the Tax Commissioner by the amount of TAVT 1% fee revenue to be collected over the remaining six months of the year

**BUDGET:**

Budgeted Amount: .00  
 Account Name: Various  
 Account #: Various  
 Amount Spent to Date: .00  
 Amount Requested: \$88,041.00

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

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

**ADMINISTRATIVE RECOMMENDATION:**

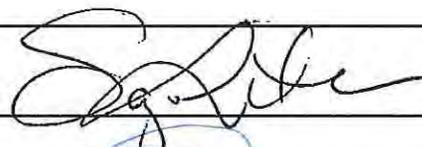
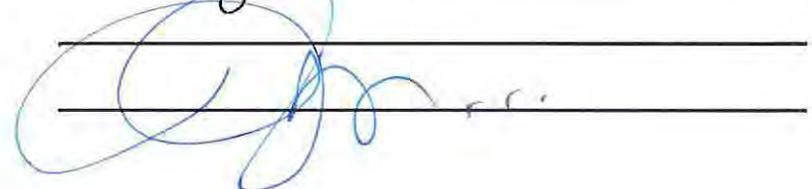
Approve

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

**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<br>Org Code | Object | Account Name                   | Amount      |
|------------------------|--------|--------------------------------|-------------|
| 23090                  | 391201 | Transfers in from General Fund | (88,041.00) |
| 23090                  | 316200 | Insurance Premium Taxes        | 88,041.00   |

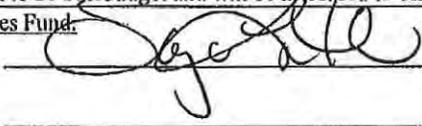
**EXPENDITURES:**

| Department<br>Org Code | Object      | Account Name                          | Amount      |
|------------------------|-------------|---------------------------------------|-------------|
| 19000000               | 611230      | Transfer to Unincorp County Svcs Fund | (88,041.00) |
| 11545000               | 573000-TAVT | Payments to Others                    | 47,743.00   |
| 11545000               | 521200-TAVT | Professional Svcs                     | 40,298.00   |
|                        |             |                                       |             |
|                        |             |                                       |             |
|                        |             |                                       |             |
|                        |             |                                       |             |
|                        |             |                                       |             |
|                        |             |                                       |             |
|                        |             |                                       |             |
|                        |             |                                       |             |
|                        |             |                                       |             |

**PURPOSE OF TRANSFER/ AMENDMENT**

The purpose of this Budget Amendment is to discontinue the transfer of \$88,041 from the General Fund to the Unincorporated County Services Fund that was being made to cover the cost of the Marshal's Office providing security for the Tax Commissioner offices. These funds were from the 1% TAVT admin fees. The Tax Commissioner plans to use the funds to hire a security firm and other security and operating costs. The Insurance Premium Tax is forecast to be over budget and will be increased to offset the loss of revenue to the Unincorporated County Services Fund.

Department Head Approval: \_\_\_\_\_



County Manager Approval: \_\_\_\_\_

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





### Cherokee County, Georgia Agenda Request

SUBJECT: Administration fees from TAVT MEETING DATE: 4/1/2014

SUBMITTED BY: Sonya Little, Tax Commissioner

COMMISSION ACTION REQUESTED:

Approve the Use of reserves (which were generated by the 1% Administration Fees related to the TAVT) and allocate to the Tax Commissioner for enhanced security and customer service.

FACTS AND ISSUES:

The Tax Commissioner is earning a 1% Administrative Fee for the new TAVT (new motor vehicle tax effective 3/1/2013). This amendment is to increase the FY2014 revenue budget for Use of Reserves. The 2013 fees that were received were not all used, thus the reason for Use of Reserves. This revenue will be used by the Tax Commissioner in order to improve security and customer service in the Tax Commissioner buildings.

BUDGET:

Budgeted Amount: .00  
Account Name: Various  
Account #: Various  
Amount Spent to Date: .00  
Amount Requested: \$18,926.00

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

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

ADMINISTRATIVE RECOMMENDATION:

Approve

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

*S. Little*  
*[Signature]*

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

**Instructions:**

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

**REVENUES:**

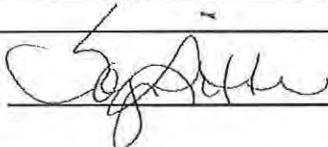
| Department<br>Org Code | Object | Account Name    | Amount    |
|------------------------|--------|-----------------|-----------|
| 10090                  | 389000 | Use of Reserves | 18,926.00 |
|                        |        |                 |           |
|                        |        |                 |           |
|                        |        |                 | 18,926.00 |

**EXPENDITURES:**

| Department<br>Org Code | Object | Account Name                    | Amount    |
|------------------------|--------|---------------------------------|-----------|
| 11545110               | 541300 | Building                        | 10,192.00 |
| 11545110               | 542510 | Protective Equipment            | 1,818.00  |
| 11545110               | 531600 | Small Equipment (28CC Machines) | 6,916.00  |
|                        |        |                                 |           |
|                        |        |                                 |           |
|                        |        |                                 |           |
|                        |        |                                 |           |
|                        |        |                                 |           |
|                        |        |                                 |           |
|                        |        |                                 |           |
|                        |        |                                 | 18,926.00 |

**PURPOSE OF TRANSFER/ AMENDMENT**

Amend 2014 Budget in order to use TAVT 1% Vendor Compensasion monies for purchase of new employee doors in the Woodstock and Canton Offices and additional cameras for Canton. Small equipment is for credit card machines for both offices.

Department Head Approval: 

County Manager Approval: \_\_\_\_\_

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





**Cherokee County, Georgia  
Agenda Request**

SUBJECT: CDBG 2013 CAPER

MEETING DATE: April 1, 2014

SUBMITTED BY: Marianne Pieper, CDBG Coordinator

**COMMISSION ACTION REQUESTED:**

Approval of 2013 Consolidated Annual Performance and Evaluation Report [CAPER] for submission to HUD.

**FACTS AND ISSUES:**

Cherokee County was awarded \$975,232 Community Development Block Grant [CDBG] funding for the 2013 Program Year [January 1 - December 31]. As a recipient of these funds, the County is required to submit an annual report on the County's programmatic and financial performance to the citizens of Cherokee County and to the U.S. Department of Housing and Urban Development [HUD].

A copy of the Executive Summary is attached with this agenda request.

**BUDGET:**

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

Account Name:  
Account #:

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

Contract Approval Required: Yes  No

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

**ADMINISTRATIVE RECOMMENDATION:**

Approval of and submission of the 2013 CDBG Consolidated Annual Performance and Evaluation Report [CAPER].

**REVIEWED BY:**

DEPARTMENT HEAD:

*Marianne Pieper*

AGENCY DIRECTOR:

*Joyelle Stunk*

COUNTY MANAGER

*[Signature]*



# Program Year 2013 CAPER

The CPMP Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

The grantee must submit an updated Financial Summary Report (PR26).

## GENERAL

### Executive Summary

Cherokee County qualifies as an entitlement jurisdiction for receiving Community Development Block Grant [CDBG] funding from the United States Department of Housing and Urban Development [HUD]. As an entitlement community, the County is required to submit an annual report of the County's programmatic and financial performance to the citizens of Cherokee County and to HUD at the end of each program year. This Consolidated Annual Performance and Evaluation Report [CAPER] is for the period of January 1 through December 31, 2013 and covers the County's fifth year of the CDBG Program.

During the planning process for the Five-Year Consolidated Plan, Cherokee County identified the following five goals.

- ❑ *INCREASE THE **CAPACITY OF PUBLIC FACILITIES AND PUBLIC SERVICES** TO IMPROVE THE SOCIAL, ECONOMIC, AND PHYSICAL ENVIRONMENT OF LOW TO MODERATE INCOME INDIVIDUALS AND FAMILIES*
- ❑ *INCREASE ACCESS TO **AFFORDABLE HOUSING** FOR LOW TO MODERATE INCOME INDIVIDUALS AND FAMILIES*
- ❑ *ELIMINATE **SUBSTANDARD HOUSING** FOR LOW TO MODERATE INCOME INDIVIDUALS AND FAMILIES*
- ❑ *INCREASE **HOUSING AND SUPPORTIVE SERVICES** FOR INDIVIDUALS AND FAMILIES WITH SPECIAL NEEDS*
- ❑ *INCREASE **HOUSING OPTIONS FOR HOMELESS AND NEAR HOMELESS** INDIVIDUALS AND FAMILIES*

The 2013 CDBG program funding for Cherokee County was \$975,232 which represented an increase of 7% over the previous year. The County's CDBG funding for PY 2009 – PY 2015 totals \$4,465,806 to address the five goals above.

An application process takes place during the spring each year when non-profits and participating cities may apply for funding that meets one of the five goals. A National Objective must also be met by the applicant.

The results of the construction and renovation/rehabilitation projects are visible within the County.

- Final closeout of the **Cherokee Senior Center** was completed early in 2013. The Senior Center provides day services, Meals on Wheels and congregate care for the senior population in the County. The renovations included new mechanical systems, renovated restrooms, renovated and up-to-date kitchen facilities to handle both congregate meals and Meals on Wheels, provide space for volunteers as well as an expansion to provide a separate dining room.
- A bank owned strip shopping center, located in an area served by the County's local transportation system (CATS), and in close proximity to DFACS and the future site of Cherokee-Northside Hospital, was acquired by **MUST Ministries**. MUST was able to leverage the \$155,000 in PY 2010 and PY 2011 CDBG funds to raise the additional investment required to purchase the property. PY 2012 funds in the amount of \$150,000 were again leveraged to raise the funds for the build out of the building. The build-out was completed in early 2013. The new facility has allowed MUST to expand its operations to serve more low-to-moderate individuals and families.
- **North Georgia Angel House** received \$40,000 in PY 2011 funds for various renovations to the facility and grounds for safety issues. The initial HVAC replacement has been completed. The remaining safety issues will be completed by mid-2014.

North Georgia Angel House acquired a vehicle using \$15,000 of CDBG funds for transporting its residents to school functions, medical appointments, employment and other needs.

- The **Malon D. Mimms Boys & Girls Club** received \$38,400 to continue to provide transportation services to the afterschool programs from Cherokee County schools.
- **Cherokee Family Violence** expanded the transportation services for the victims of abuse and their families with additional hours of operation. This expansion allowed for more flexible hours to get to/from jobs, job interviews, court dates and various appointments. CDBG funds in the amount of \$42,000 were allowed for these services.
- The **Anna Crawford Children's Center** provides services to children of abuse through a tri-lingual counselor. This position is partially supported by \$18,000 in CDBG funding.
- **Bethesda Community Health Clinic** provides free or reduced fee services to the low-to-moderate income residents in Cherokee County. CDBG funds were allocated to this new service for partial nurse support in the amount of \$24,000.

Cherokee County participates with the Georgia Urban County Consortium (Cobb County as the lead agency), in order to receive Home Investment Partnership Act [HOME] funds from HUD. HOME funds benefit the LMI residents through access to affordable housing and rehabilitating the homes of senior citizens within the County.

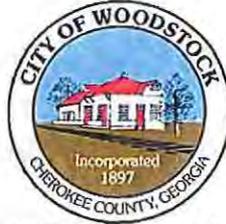
## Jurisdiction

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North Georgia Community Housing Development Corporation, an affiliate of Habitat for Humanity serves as the Community Housing Development Organization [CHDO] for the County. A CHDO receives at least 15% of the HOME funds for providing **access to affordable housing**. During 2013, NGCHDC completed construction of six lots acquired with home funds. In addition, three additional lots were acquired and will be completed in June 2014.

The Senior Home Repair Program is operated by the CDBG Staff. The Senior Citizens of the County are able to submit an application to be considered for up to \$40,000 in repairs to bring the home up to code, correct safety concerns and abate lead and asbestos in the home. Incidental repairs can be made if funds are available. Income, home ownership and debt are reviewed to determine if the applicant meets the HUD eligibility for the program. One home was rehabbed in 2013 with HOME funds.





Community Development Department  
 12453 Highway 92 Woodstock, GA 30188  
 Office: (770) 592-6050 [www.woodstockga.gov](http://www.woodstockga.gov)

March 6, 2014

Cherokee County Board of Commissioners  
 c/o Angie Davis  
 Jarrard & Davis  
 105 Pilgrim Village Drive  
 Suite 200  
 Cumming, GA 30040

**VIA CERTIFIED MAIL  
 RETURN RECEIPT REQUESTED**

**RE: A#067 -14 Annexation of ±2.78 acres**  
**Presently zoned: Cherokee County R-40**  
**Location: East Side of Main Street North of Hwy 92**  
**Along Noonday Creek**  
**Proposed Zoning: DT-MRA**

Dear Ms. Davis:

In accordance with O.C.G.A. 36-36-6, the governing authority of an annexing municipality is required to give notice of any proposed annexation to the governing authority of the County wherein the area proposed to be annexed is located. Pursuant to such requirement, the Mayor and City Council of the City of Woodstock hereby notify the Cherokee County Board of Commissioners of the proposed annexation of certain real property pursuant to O.C.G.A. 36-36-21 as follows:

**Applicant: City of Woodstock GA**  
**Tax Parcels: 15N12 177A**

A copy of the annexation application, applicant response, site plan and zoning/tax map showing the location of the property are enclosed.

Should you have any further questions please call me at 770-592-6000 Ext 1602.

Sincerely,

Patricia D. Hart  
 Planner  
 Community Development

CC: Vicki Taylor Lee

Enclosure: Application, Applicant Response, Site Plan and Zoning/Tax Map



15N12 177A of ±2.78 acres  
Unincorporated Cherokee  
County  
R-40

# CITY of WOODSTOCK

## Application for Public Hearing

### Important Notes:

1. Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form. This page should be the first page of your completed application package.
2. All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages WILL NOT BE ACCEPTED.
3. Please contact the Zoning Administrator in the Community Development Department at 770.592.6039 if you have any questions regarding the application package, this application or the public hearing process.

Contact Person: Patth Hart Phone: (770) 592-6000 ext 1602

### Applicant's Information:

Name: City of Woodstock GA  
Address: 12453 Hwy 92 Phone: (770) 592-6000  
City, State, Zip: Woodstock, GA 30188 Fax: \_\_\_\_\_

### Property Owner's Information:

same as above

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

### Requested Public Hearing (check all that apply):

- Annexation  
 Rezoning  
 Variance

- Comprehensive Plan Amendment  
 Other: \_\_\_\_\_

| STAFF USE ONLY:                    | PUBLIC HEARING SCHEDULE:                         |
|------------------------------------|--------------------------------------------------|
| Case: <u>A # 067-14</u>            | Public Input Meeting: <u>N/A</u>                 |
| Received by: _____                 | Planning Commission: <u>April 10, 2014 @ 7PM</u> |
| Fee Paid: <u>\$ City Initiated</u> | Board of Appeals: <u>NA</u>                      |
| Date: <u>3.6.14</u>                | City Council: <u>April 28, 2014 @ 7PM</u>        |
|                                    | Other: <u>DPC</u> <u>March 12, 2014</u>          |

**Property Information:**

Location: North of Hwy 92 along Noonday Creek/Rear Portion of Breezy Hill Horsefarm.

Parcel Identification Number(s) (PIN): 15N12 177A Total Acreage: 2.78

Existing Zoning of Property: R.40 Future Development Map Designation: \_\_\_\_\_

Adjacent Zonings: North DT-LR South DT-CC East R.40/DT-MRA West DT-CC

**Applicant's Request (Itemize the Proposal):**

- Annex 15N12-177A and Rezone to DT-MRA.
- No development is proposed for this property.
- The Greenprints trail has been constructed along the creek from the northern to the southern boundary of the subject property.

**Proposed Use(s) of Property:**

Continuation of existing use: Greenprints Trail.

**Infrastructure Information:** Development is not proposed for this parcel.

Is water available to this site?  Yes  No

Jurisdiction: \_\_\_\_\_

How is sewage from this site to be managed?  
\_\_\_\_\_  
\_\_\_\_\_

Will this proposal result in an increase in school enrollment?  Yes  No

If yes, what is the projected increase? \_\_\_\_\_ students

| Proposed Use(s)               | # of units | Multiplier | Number of Students |
|-------------------------------|------------|------------|--------------------|
| Single Family (Detached) Home |            | 0.725      |                    |
| Multi Family (Attached) Home  |            | 0.287      |                    |

**Traffic Generation:**

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? 0 trips

| Code | Land Use(s)                 | # of units* | Daily Trip Ends | Number of Trips |
|------|-----------------------------|-------------|-----------------|-----------------|
| 210  | Single Family Home/Townhome |             | 9.57            |                 |
| 220  | Apartment                   |             | 6.63            |                 |
|      |                             |             |                 |                 |
|      |                             |             |                 |                 |
|      |                             |             |                 |                 |
|      |                             |             |                 |                 |
|      |                             |             |                 |                 |

\* A unit for residential purposes is equal to one residential unit. For commercial/industrial uses it is defined in the ITE table, but most often is equal to 1,000 square feet of floor area for the use specified.

**Authorization:**

Upon receipt of the completed application package, the Community Development Department shall notify the applicant of scheduled dates, times, and locations of the public meetings/hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, PATRICIA D. HART, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 6<sup>th</sup> day of March, 2014.

Print Name Patricia D. Hart

# AUTHORIZATION OF PROPERTY OWNER

I, Jeffrey Moon, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Cherokee County/City of Woodstock, Georgia.

He/She authorizes the person named below to act as applicant in the pursuit of a request for:

Annexation

Comprehensive Plan Amendment

Rezoning

Other: \_\_\_\_\_

Variance

I hereby authorize the staff of the City of Woodstock, Department of Planning and Economic Development to inspect the premises which are subject of this application.

### Applicant's Information:

Name: City of Woodstock, GA

Address: 12453 Hwy 92 Phone: (770) 592-6000

City, State, Zip: Woodstock, GA 30188 Fax: \_\_\_\_\_

Signature of Owner: Jeffrey Moon, City Manager Date: 3/6/14

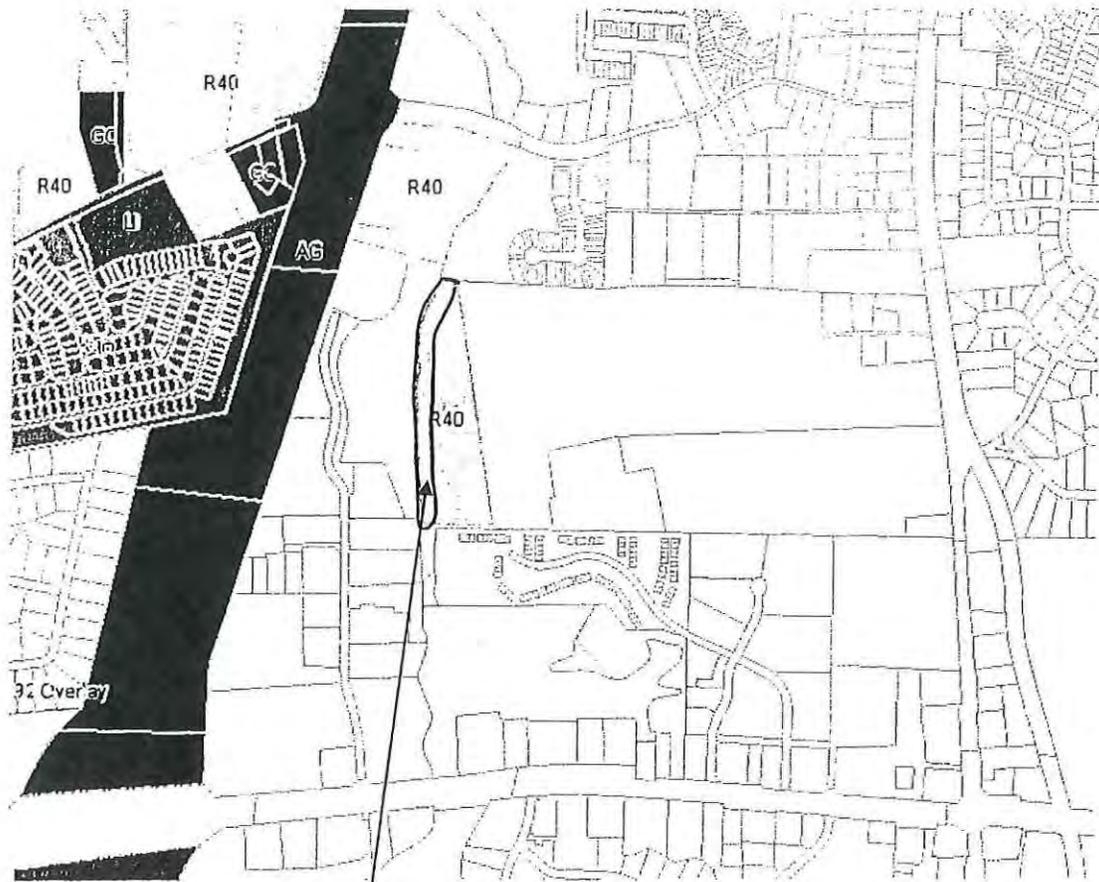
Print Name: Jeffrey Moon, City Manager

Sworn to and Subscribed before me this: 6<sup>th</sup> day of March, 2014.

Notary Signature: Rhonda B. Smith

(Notary Seal)

**Rhonda B Smith**  
Notary Public  
Cherokee County  
Georgia  
Expires Jan. 8, 2017



15N12 177A of ±2.78 acres  
Unincorporated Cherokee  
County  
R-40

O 325438  
MOORE, INGRAM, JOHNSON & STEELE  
P. O. BOX 3305

MARIETTA, GA  
30061-3305

[Space Above This Line For Recording Data]

RETURN TO:  
MOORE INGRAM JOHNSON & STEELE, LLP  
328 Roswell Street, Ste. 100  
MARIETTA GA 30060  
Attn: ELB

STATE OF GEORGIA  
COUNTY OF Cherokee

**LIMITED WARRANTY DEED**

THIS INDENTURE is made as of the 20<sup>th</sup> day of March, 2013, between **BREEZY HILL LAND, LLC**, (hereinafter referred to as "Grantor") and, **CITY OF WOODSTOCK, GEORGIA** (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits)

**WITNESSETH:**

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1142, 15<sup>TH</sup> District, 2<sup>nd</sup> Section, Cherokee County, Georgia containing approximately 2.78 acres and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

(hereinafter referred to as the "Land").

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE, subject however, to all easements, covenants, conditions and restrictions of record as of the date hereof.

## Exhibit "A"

to limited warranty deed from Breezy Hill Land, LLC to City of Woodstock, Georgia  
for Trail Dedication Property

Page 1 of 2

A tract of land situated in Land Lot 1142, 15<sup>th</sup> District, 2<sup>nd</sup> Section, City of Woodstock, Cherokee County, Georgia, the bearings of which are based on State Plane Grid System (Georgia West Zone) and being more particularly described as follows:

**Commence** at a Georgia Department of Transportation monument at the intersection of the easterly 60 foot right-of-way of Parkway 575 and the northerly variable right-of-way of Georgia Highway 92 said monument having state plane coordinates of North 1486443.02 and East 2186370.02 and East 2186370.80; thence N13°16'22"E for a distance of 1497.77 feet to the intersection of said line with the common property line between property now or formerly owned by (i) Breezy Hill Land, LLC and (ii) Creekstone Office Park at the centerline of the Noonday Creek Trail Dedication at the **Point of Beginning**; thence leaving said centerline and along the common line between property now or formerly owned by (i) Breezy Hill Land, LLC and (ii) Creekstone Office Park, N88°27'31" W for a distance of 86.70± feet to the centerline of Noonday Creek; thence leaving said line and northerly along the centerline of Noonday Creek 1,378± feet (the following courses and distance, N00° 33'44"W for a distance of 234.69± feet; N00° 46'49"W for a distance of 80.38± feet; N06°16'07"W for a distance of 182.20± feet; N02°29'21"E for a distance of 133.01±feet; N04 °18'10"W for a distance of 121.38± feet; N05°41'29"E for a distance of 140.78±feet; N03°41'37"W for a distance of 86.14± feet; N06°03'03"E for a distance of 145.93± feet; N20 °29'22"E for a distance of 97.28± feet; N30°53'46"E for a distance of 87.05± feet; N17°33;19:E for a distance of 69.62± feet) to the intersection of the centerline of said Noonday Creek and the common land lot line between Land Lots 1091 and 1142; thence along said land lot line S87°56'29"E for a distance of 80.14± feet to the intersection of said land lot line with the centerline of Noonday Creek Trail; thence leaving said centerline and continuing along said land lot line S87°56'29"E for a distance of 10.12 feet; thence leaving said land lot line and southwesterly along the easterly line of said trail property line, S11°09'48"W for a distance of 39.41 feet; thence continuing along the easterly line of said trail property line, southwesterly 103.19 feet along the arc of a curve, concave to the northwest, having a central angle of 28°09'10" a radius of 210.00 feet, and a chord bearing and distance of S25°14'48"W and 102.15 feet; thence in a southwesterly direction 88.56 feet along the arc of a curve, concave to the southeast, having a central angle of 26°42'19", a radius of 190.00 feet, and a chord bearing and distance of S25°58'13"W and 87.76 feet; thence S12°37'04"W for a distance of 69.42 feet; thence in a southwesterly direction of 235.12 feet along the arc of a curve, concave to the southeast, having a central angle of 17°03'08", a radius of 790.00 feet, and a chord bearing and distance of S04°05'30"W and 234.25 feet; thence in a southwesterly direction 125.53 feet along the arc of a curve, concave to the northwest, having a central angle of 08°52'45", a radius of 810.00 feet and a chord bearing and distance of S00°00'18"W and 125.40 feet; thence in a southeasterly direction; 155.35 feet along the arc of a curve, concave to the southeast, having a central angle of 11°16'01", a radius of 790.00 feet, and a chord bearing and distance of S01°11'19"E and 155.10 feet; thence S06°49'20"E for a distance of 62.28 feet; thence in a southeasterly direction of 159.89 feet along the arc of a curve, concave to the southwest, having a central angle of 11°18'37", a radius of 810.00 feet, and a chord bearing and distance of S01°10'01"E and 159.63 feet; thence in a southeasterly direction 134.81 feet along the arc of a curve, concave to the southeast, having a central angle of 09°46'39" a radius of 790.00 feet, and a chord bearing and distance of S00°24'03"E and 134.65 feet; thence S05°17'22"E for a distance of 158.44 feet; thence in a southeasterly direction of 47.20 feet along the arc of a curve, concave to the southwest, having an central angle of 06°35'43", a radius of 410.00 feet, and a chord bearing and distance of S01°59'31"E and 47.17 feet to the intersection of said easterly trail property line and the common property line between property now or formerly owned by (i) Breezy Hill Land, LLC and (ii) Creekstone Office Park; thence along said common property line N88°27'31"W for a distance of 10.00 feet to the centerline of said trail and the **Point of Beginning** of said tract.

Containing 2.78 acres or 120,883 square feet being more specifically shown on a Noonday Creek Trail Dedication Survey prepared for Cherokee County and the City of Woodstock by Ross Consulting Engineers, P.C., dated January 12, 2012, last revised: April 13, 2012, (Job No. 10037) unto which reference is hereby made.

O 325438  
MOORE, INGRAM, JOHNSON & STEELE  
P. O. BOX 3305

MARIETTA, GA  
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[Space Above This Line For Recording Data]

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COUNTY OF Cherokee

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ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1142, 15<sup>TH</sup> District, 2<sup>nd</sup> Section, Cherokee County, Georgia containing approximately 2.78 acres and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

(hereinafter referred to as the "Land").

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE, subject however, to all easements, covenants, conditions and restrictions of record as of the date hereof.

Exhibit "A"  
to limited warranty deed from Breezy Hill Land, LLC to City of Woodstock, Georgia  
for Trail Dedication Property  
Page 1 of 2

A tract of land situated in Land Lot 1142, 15<sup>th</sup> District, 2<sup>nd</sup> Section, City of Woodstock, Cherokee County, Georgia, the bearings of which are based on State Plane Grid System (Georgia West Zone) and being more particularly described as follows:

**Commence** at a Georgia Department of Transportation monument at the intersection of the easterly 60 foot right-of-way of Parkway 575 and the northerly variable right-of-way of Georgia Highway 92 said monument having state plane coordinates of North 1486443.02 and East 2186370.02 and East 2186370.80; thence N13°16'22"E for a distance of 1497.77 feet to the intersection of said line with the common property line between property now or formerly owned by (i) Breezy Hill Land, LLC and (ii) Creekstone Office Park at the centerline of the Noonday Creek Trail Dedication at the **Point of Beginning**; thence leaving said centerline and along the common line between property now or formerly owned by (i) Breezy Hill Land, LLC and (ii) Creekstone Office Park, N88°27'31" W for a distance of 86.70± feet to the centerline of Noonday Creek; thence leaving said line and northerly along the centerline of Noonday Creek 1,378± feet (the following courses and distance, N00° 33'44"W for a distance of 234.69± feet; N00° 46'49"W for a distance of 80.38± feet; N06°16'07"W for a distance of 182.20± feet; N02°29'21"E for a distance of 133.01±feet; N04 °18'10"W for a distance of 121.38± feet; N05°41'29"E for a distance of 140.78±feet; N03°41'37"W for a distance of 86.14± feet; N06°03'03"E for a distance of 145.93± feet; N20 °29'22"E for a distance of 97.28± feet; N30°53'46"E for a distance of 87.05± feet; N17°33;19:E for a distance of 69.62± feet) to the intersection of the centerline of said Noonday Creek and the common land lot line between Land Lots 1091 and 1142; thence along said land lot line S87°56'29"E for a distance of 80.14± feet to the intersection of said land lot line with the centerline of Noonday Creek Trail; thence leaving said centerline and continuing along said land lot line S87°56'29"E for a distance of 10.12 feet; thence leaving said land lot line and southwesterly along the easterly line of said trail property line, S11°09'48"W for a distance of 39.41 feet; thence continuing along the easterly line of said trail property line, southwesterly 103.19 feet along the arc of a curve, concave to the northwest, having a central angle of 28°09'10" a radius of 210.00 feet, and a chord bearing and distance of S25°14'48"W and 102.15 feet; thence in a southwesterly direction 88.56 feet along the arc of a curve, concave to the southeast, having a central angle of 26°42'19", a radius of 190.00 feet, and a chord bearing and distance of S25°58'13"W and 87.76 feet; thence S12°37'04"W for a distance of 69.42 feet; thence in a southwesterly direction of 235.12 feet along the arc of a curve, concave to the southeast, having a central angle of 17°03'08", a radius of 790.00 feet, and a chord bearing and distance of S04°05'30"W and 234.25 feet; thence in a southwesterly direction 125.53 feet along the arc of a curve, concave to the northwest, having a central angle of 08°52'45", a radius of 810.00 feet and a chord bearing and distance of S00°00'18"W and 125.40 feet; thence in a southeasterly direction; 155.35 feet along the arc of a curve, concave to the southeast, having a central angle of 11°16'01", a radius of 790.00 feet, and a chord bearing and distance of S01°11'19"E and 155.10 feet; thence S06°49'20"E for a distance of 62.28 feet; thence in a southeasterly direction of 159.89 feet along the arc of a curve, concave to the southwest, having a central angle of 11°18'37", a radius of 810.00 feet, and a chord bearing and distance of S01°10'01"E and 159.63 feet; thence in a southeasterly direction 134.81 feet along the arc of a curve, concave to the southeast, having a central angle of 09°46'39" a radius of 790.00 feet, and a chord bearing and distance of S00°24'03"E and 134.65 feet; thence S05°17'22"E for a distance of 158.44 feet; thence in a southeasterly direction of 47.20 feet along the arc of a curve, concave to the southwest, having an central angle of 06°35'43", a radius of 410.00 feet, and a chord bearing and distance of S01°59'31"E and 47.17 feet to the intersection of said easterly trail property line and the common property line between property now or formerly owned by (i) Breezy Hill Land, LLC and (ii) Creekstone Office Park; thence along said common property line N88°27'31"W for a distance of 10.00 feet to the centerline of said trail and the **Point of Beginning** of said tract.

Containing 2.78 acres or 120,883 square feet being more specifically shown on a Noonday Creek Trail Dedication Survey prepared for Cherokee County and the City of Woodstock by Ross Consulting Engineers, P.C., dated January 12, 2012, last revised: April 13, 2012, (Job No. 10037) unto which reference is hereby made.

## 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.

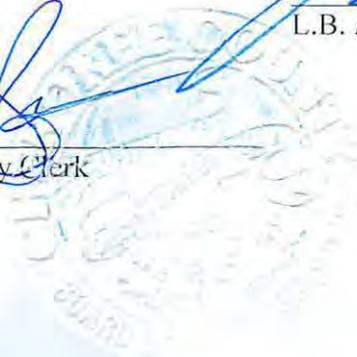
**SO RESOLVED** this 19<sup>th</sup> day of November, 2013.

**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**

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## 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;<br>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;<br>Concurrent w/appointment<br>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<br>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;<br>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;<br>Concurrent w/appointment<br>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;<br>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;<br>Concurrent<br>w/appointment<br>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;<br>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;<br>Concurrent<br>w/appointment<br>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;<br>Concurrent<br>w/appointment<br>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;<br>Concurrent<br>w/appointment<br>Commissioner | Established as the Appellate board governing Building Inspection's administration of the Impact Fee Ordinance.                                                                                                                                       |  |

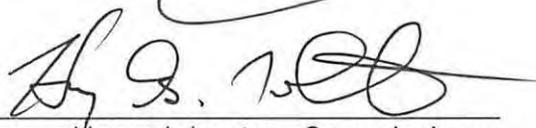
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|------------------------------------------------|---------|----|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Lanier Joint Development Authority             |         | 3  | Board of Commissionoers;<br>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;<br>Concurrent<br>w/appointment<br>Commissioner; 2-<br>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;<br>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;<br>Concurrent<br>w/appointment<br>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;<br>Concurrent<br>w/appointment<br>Commissioner                             | Established for the purpose of hearing appeals concerning provisions of the zoning ordinances.                                                                                                                                                                             |  |

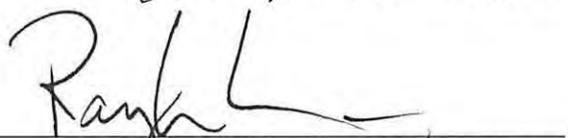
SO ADOPTED this 19<sup>th</sup> day of November, 2013.

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