



Cherokee County Board of Commissioners WORK SESSION AGENDA

May 20, 2014

3:00 p.m. | Cherokee Hall

1. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County Board of Commissioners

AGENDA

May 20, 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

PRESENTATIONS/PROCLAMATIONS

Creekview High School Aeronatic Team Day in Cherokee County.

AMENDMENTS TO AGENDA

Add item 2.8 under County Manager's Section: Modification of the County's Title VI Plan.

ANNOUNCEMENTS

1. *Paradise the Pelican* has returned to his nest at *The Oasis*. Summer hours for the outdoor pool at the **Cherokee County Aquatic Center** begin May 24th. Information on hours of operation, prices and more is available on the table outside Cherokee Hall and at www.crpa.net. May is also National Water Safety Month. Check out CRPA's Facebook page for tips on safe swimming all week long. We hope to see you at *The Oasis*! Happy swimming!

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM MAY 6, 2014.

PUBLIC HEARING

1. A public hearing will be held in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia, on **Tuesday, May 20 at 6:00 p.m.** to hear a request from Brian West with Kimley-Horn and Associates, Inc., on behalf of Cabela's, to remove the Farm Equipment Sale / Storage from the list of prohibited uses on their property located at 152 Northpoint Parkway.

PUBLIC COMMENT

ZONING CASES

1. CASE NUMBER

APPLICANT

ZONING CHANGE

LOCATION

MAP & PARCEL NUMBER

ACRES

PROPOSED DEVELOPMENT

COMMISSION DISTRICT

FUTURE DEVELOPMENT MAP

PLANNING COMMISSION RECOMMENDATION

: 14-03-003

: Dinton Investments, LLC

: R-80 and NC to GC

: 2920 and 2950 Cumming Hwy.

: 14N29 – 026 and part of 025

: 11.07

: Commercial/Retail

: 1

: Neighborhood Village

: Approval of NC with following conditions:

- 1) Limit development to 57,000 square feet total
- 2) Adhere to all stream bank buffers
- 3) Provide 35 foot undisturbed buffer where property is adjacent to residential
- 4) No deliveries between 10 p.m. and 6 a.m.

2. CASE NUMBER

APPLICANT

ZONING CHANGE

LOCATION

MAP & PARCEL NUMBER

: 14-05-012

: Ray Rutledge

: R-40 to GC

: Marietta Hwy and Pinecrest Drive

: 14N18C - 005

ACRES : 1.48
PROPOSED DEVELOPMENT : Restaurant
COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Neighborhood Living
PLANNING COMMISSION RECOMMENDATION : 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

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval to surplus copiers from State Court that were purchased in 2005 and no longer functioning.

- 1.2 Consider approval of Professional Services Agreement between Cherokee County and In Their Honor Transports to provide transportation to serve the Coroner's Office as recommended by the Coroner in the amount of \$200.00 per transport, and \$2.00 loaded mile over 50 miles.

- 1.3 Consider approval of Memorandum of Agreement between Cherokee County and BridgeMill Community Association, Inc., for the right-of-way mowing and maintenance along Sixes Road and Bells Ferry Road.
- 1.4 Consider approval of Professional Services Agreement with URS Corporation for updating the design plans for the East Cherokee Drive at Lower Union Hill Road intersection improvement project in the amount of \$9,000.00.

COUNTY MANAGER

- 2.1 Approval to award the construction contracts to the lowest responsible bidder for the new Holly Springs Park, to BM&K Construction Inc., in the total amount of \$1,157,620.78; for acceptance of the base bid proposal amount of \$1,007,986.00, inclusive of all five (5) Unit Prices and two (2) Allowances, and Add Alternate No. 2 in the amount of \$134,059.20 for Playground Equipment manufactured by Southern Playgrounds and Add Alternate No. 4 in the amount of \$15,575.58 for the Irrigation System. A contingency account (to be controlled by County) in the amount of \$125,000.00 is also requested. Total amount requested is \$1,282,620.78.
- 2.2 Consider approval of proposal from American Engineers, Inc., for revisions to the Earney Road project in the total amount of \$69,315.00.
- 2.3 Consider approval of an updated Utility Relocation Agreement with Georgia Power Company in the amount of \$82,330.00 to relocate three (3) power poles that are in conflict with the East Rope Mill Road improvement project.
- 2.4 Approval to award the construction contract to the lowest responsible bidder for construction of JJ Biello Park (West & East: Riverside) and Recreation Center Site Improvements, to Georgia Development Partners, LLC., in the total amount of \$ 1,288,648.91; for acceptance

of the base bid proposal amount of \$1,209,991.83, inclusive of all Unit Prices and one Allowance, and Add Alternate No. 3 in the amount of \$78,657.08 for Playground Equipment manufactured by Miracle. A project contingency account (to be controlled by the County) in the amount of \$135,000.00 is also requested. Total amount requested is \$1,423,648.91.

- 2.5 Consider approval of Professional Services Agreement with MCCi, a subsidiary of Municipal Code Corporation, and budget amendment in the amount of \$19,895.00 for Laserfiche Document Management Software and support. No increase in budget.
- 2.6 Consider approval of Professional Services Agreement with Novus Solutions in the amount of \$12,150.00 and budget amendment for the purchase of NovusAgenda software and support. No increase in budget.
- 2.7 Consider resolution to modify sick leave policies to include payment for accrued sick leave in the event of an employee's death while employed, and clarify when an employee may be paid for accrued sick leave.

COUNTY ATTORNEY

ADJOURN

WHEREAS, Cherokee County School District provides the youth of Cherokee County competitive programs to assist in the development of leadership and academic success including the High School Aeronautics Team; and

WHEREAS, the National Team America Rocketry Challenge (TARC) is the world's largest student rocket contest, challenging students to design a rocket that can fly to 825 feet and back within 48 to 50 seconds while carrying two eggs as precious cargo; and

WHEREAS, Two Creekview High School Teams coached by Todd Sharrock, Tim Smyrl and Steven Vosika placed in the top 50 out of 712 teams from across the country in the TARC competition held in Washington DC; and

WHEREAS, Creekview High School Team 1, led by Student Captain Amanda Semler and whose members include Andrew White, Bailey Robertson, Austin Bralick and Nick Dimos won first place; and

WHEREAS, Creekview High School Team 3, led by Student Captain Josh Whitley, and members include Newton Strickland, Josh Terry, Nathan Olivares, Liam Vincent, Dakota Gravley, Collin Parrott and David Wang placed 49th; and

WHEREAS, The Creekview High School first place team '2014 TARC National Champions' will represent the USA in the international competition in London;

NOW, THEREFORE, I, L.B. Ahrens, Jr., on behalf of the Cherokee County Board of Commissioners, do hereby proclaim May 20, 2014 as

CREEKVIEW AERONAUTICS NATIONAL CHAMPIONS DAY

in Cherokee County and call on all citizens to join with me in recognizing and commending the efforts of these outstanding individuals.

Signed this 20th day of May, 2014

L.B. Ahrens, Jr., Chairman



Cherokee County Board of Commissioners WORK SESSION MINUTES

May 6, 2014

3:00 p.m. | Cherokee Hall

The Chairman began at 3:07 p.m. with all Commissioners present.

1. Cherokee Office of Economic Development Quarterly Update by Misti Martin.

The Chairman mentioned he spoke with Mayor Downing of Holly Springs and was informed that the City Council agreed to provide funding towards Economic Development. Ms. Martin began by sharing awards and achievements that the Cherokee Office of Economic Development received for 2013 including: the Governor's Deal of the Year Award for the Inalfa project at Cherokee 75 Corporate Park; the Outlet Shoppes of Atlanta received the Deal of the Year Award by the Atlanta Business Chronicle; Factory Nation won State of Georgia Small Business Rock Star Award; accolades with the school system; Northside Hospital-Cherokee was nationally recognized; and record activity, investment, and job creation over the last year. Ms. Martin stated that so far in 2014 the activity level is even higher than 2013. She shared a list of several driving factors for this increased activity. Ms. Martin stated a lot of businesses are showing interest in Opportunity Zones. She added there will probably be no more than three Opportunity Zones a year from here on out and those will be based on blight. She said that at a previous presentation, they had promised to find out information on the telecommunications infrastructure at many of the development areas. Ms. Martin said they have worked with the Georgia Technology Authority, Department of Community Affairs, UGA, Civitium, and local telecommunication utilities to evaluate six different sites throughout the County for capabilities, data centers, and high-tech projects. We are in good shape with those. They are currently having the airport analyzed as well. Commissioner Johnston confirmed that the County has adequate telecommunication capabilities.

Ms. Martin indicated another project they are working on is product development and how important it is that we have sites and buildings available for projects that are looking at Cherokee. For example, they are working with the Georgia Resource Center to identify future development areas across the County. She added the cities want them to identify areas within their municipalities as well. Ms. Martin stated they are working with Majestic Realty on a branding and beautification plan

in the Southwest Cherokee area from Exit 277 on I-75 to Woodstock Road. She added they would like to eventually carry it out down Highway 92 to I-575. They have already received one proposal that they are analyzing. Ms. Martin stated that all that is going on with Northside-Cherokee is a plus for the County. She said it continues to be a great selling point as well as the school system.

Ms. Martin stated that the development for the Cherokee 75 Corporate Park is almost complete. They are currently working on landscaping to tie it in to the Highway 92 beautification project. The top layer of paving is set for this summer. She reiterated Inalfa's 45,000 square foot expansion is underway. She also said there were several deals that are active and are approaching contract for Cherokee 75 as well.

Ms. Martin stated they were featured in Georgia Trend magazine for Inalfa and their recent announcement for 100 additional jobs and the expansion. This is also in Site Selection magazine which is a national magazine. Ms. Martin shared a video of Cherokee County photos that they show to prospects interested in the County. She added that the County has more than doubled their prospect activity in the last five years. She commended the leadership of the Board. Ms. Martin opened the floor for questions. Commissioner Johnston asked what Piolax does for the electric car. Ms. Martin replied they make parts for all major manufacturers. Commissioner Nelms asked what types of prospects are showing the most interest in Cherokee County. Ms. Martin responded that they are mostly regional and headquarter projects. She added that one thing they think Cherokee 75 is perfect for is either a North American headquarters or corporate headquarters that also has a manufacturing and maybe a distribution component to go with it because of the build-to-suit availability that seems to be driving a lot of the prospects. Commissioner Nelms asked what it is like from a Return on Investment standpoint. Ms. Martin replied that it ranges anywhere from \$3 Million investment to a \$100 Million investment. Commissioner Johnston stated that one thing he knows the County is not looking for is really big site based operations such as an Anheuser Busch plant. He said he understands this is not the target market for us. Ms. Martin agreed and added that topography and availability of large tracts limit the County. The Chairman interjected that what happens between the State office and Georgia Power is they have such a huge database where they plug in many different variables and they can sort down for a potential investor. They keep updating site availability and anything else that may fit into the inventory. Ms. Martin added that they are stepping up the marketing and awareness for the GRAD (Georgia Ready for Accelerated Development) sites. She said they had an advertisement in the Site Selection magazine when they were featured. They started a trivia program with all the state utility project managers and Cherokee 75 was featured first. The Chairman asked about having a call center site. Ms.

Martin stated that most of those are looking for an existing building with a large parking area.

2. Aging By Design Summit, Summary by Nathan Brandon.

Mr. Brandon began by stating the good news is we are getting older, but the bad news is we are getting older, longer. We need to be involved in how we are going to take care of ourselves or how we wish for our children to help take care of us. Mr. Brandon mentioned that the Summit Commission Chair, Tim Lee, opened by stating that aging is not something to endure but the ability to choose to age by design. He said that was the approach of the entire Summit. Mr. Brandon said he would discuss two specific areas that were brought up: The Livable Communities initiative of Lifelong Communities and elder abuse. He then gave statistics specific to Cherokee County. More than 15% of Cherokee County's population is over 60 years of age as of 2012. A total of over 35,159 seniors are eligible for services under the Older Americans Act. They represent the fastest growing age group in the County. Mr. Brandon added that this will be a challenge to Senior Services as well as other services. Mr. Brandon shared a chart on life expectancy in the U.S. He said their focus was on longevity versus aging. He also showed a graph of median age groups for the County and other metro counties.

Mr. Brandon went on to talk about Lifelong Communities. He mentioned that under the previous Board, they had discussed designing homes. He added that currently, nationwide, 63% of home sales are made by childless households. We need to create communities with accessibility to services that can support our living longer population. Mr. Brandon stated that as we talk about zoning for districts, we need to combine components not only for a place to dwell, but a place to gather, a place for businesses, a place for socializing, restaurants, and grocery stores so that the quality of life for anyone but specifically for seniors. He said they talked about regional housing in three different areas: Small-town Establishment, Suburban Establishment, and Urban Establishment. Mr. Brandon said he thinks of Cherokee County as the Small-town Establishment based on several factors. He mentioned they talked about zoning in order to keep some things out that are unnecessary or undesirable. He further stated that the needs are changing. He showed the different types of Lifelong Community housing.

Mr. Brandon moved on to the topic of elder abuse. He provided an illustration that stated for every one case of elder abuse that comes to the attention of a responsible entity, there are another 23 cases that never come to light. He said that a Summit presenter by the name of Ricker Hamilton, Deputy Commissioner of Programs for the Maine Department of Health and Human Services, made the argument that child abuse receives more attention than elder abuse; and while he

doesn't want one to gain more attention than the other, he would like to see them receive equal attention. Mr. Brandon identified elder abuse as when an older adult experiences: physical, sexual, emotional abuse; neglect; or financial exploitation. Any of these can co-occur with each other. He identified the victims as over 60 years of age; a majority of them are female but also older males; and cover all racial, ethnic, socio-economic, and religious backgrounds. Mr. Brandon went on to identify those who commit elder abuse: intimate partners, adult children and other family members, caregivers, and others in position of authority. A majority of the perpetrators are people the seniors know; and it mostly happens in their private residence. Mr. Brandon also listed signs of exploitation. He mentioned resources available to seniors in Cherokee County such as Triad and S.A.L.T. Overall aging by design requires attention to housing options, transportation, caregiving, health/wellness, and elder abuse awareness.

Mr. Brandon addressed the programming provided through Cherokee County Senior Services. He opened the floor for questions. Commissioner Johnston asked about the transportation voucher provided and if there are grants that help fund it. Mr. Brandon replied that it is grant funded with some money matched by the County in order to provide that service for seniors that are in the program. He added that unfortunately, there is a wait list and it is over 13 to 14 months before they are able to get in that because those who do receive the vouchers, they purchase \$100 worth of vouchers for \$15 and they pay their drivers at a rate of \$10 an hour. Mr. Brandon commented that this program allows seniors who don't have family support to stay in their homes a little longer. Commissioner Johnston asked the frequency of purchases allowed. Mr. Brandon replied that once a month is the most frequent. He said a majority of the time it is for doctor's appointments and going by the pharmacy. Commissioner Johnston asked who provides the transportation. Mr. Brandon replied that they have a list of service providers that have stated they are willing to provide a vehicle and maintain insurance on the vehicle and they undergo a criminal background check. He added the seniors develop a relationship with their drivers and have their favorites. The drivers are volunteers who offer their time. Some are retired and have the availability. The Chairman asked if there is a cap in the amount of funding. Mr. Brandon said there is and the reason the waiting list is there. He added once they are on the program, they are not case managed. Commissioner Johnston asked about the Meals-on-Wheels program and the average daily service. Mr. Brandon responded that they have nearly 200 seniors who are on the delivery route. The meals are delivered Monday through Friday and for the weekend they provide them with two meals that are either frozen or shelf staples. Commissioner Johnston asked if they had a waiting list for that too. Mr. Brandon stated they do. He added that their need equal to the number of meals they can purchase through the grant, when available, is the ability to case manage them. ARC is working with them to relieve

some of the expectation on a case manager for every senior that's on that program, which now they have to do reassessments to reduce that so case managers can handle more of those cases. Right now, case managers are maxed out. Mr. Brandon mentioned that they are looking for a part-time case manager now which will take about 25 off the wait list. He referenced an article in the Atlanta Journal-Constitution stating seniors were dying before receiving their meals. Mr. Brandon stated that our seniors are not in dire circumstances, that family members are taking care of that need. They address emergency situations and they work with the Sheriff's Office and Triad to try to meet those needs. Mr. Brandon read a card from one of the seniors they assist expressing her appreciation for the services provided for her. The Chairman stated that this motivates him to pick up again on the Lifelong Communities Project.

3. Q2 Financial Update by Janelle Funk

Ms. Funk began by stating the Q2 Financials cover October 2013 through March 2014. She gave a status summary indicating that we are in pretty good shape. She highlighted under the Cash Position was the EMS Fund is still cash negative as our transition with the third party administrator continues. Most capital funds improved cash position over the last year. The status has not changed for the General Fund. Ms. Funk stated that although the full year revenues are on track, tax collections are on track, SPLOST is on budget, combined total of motor vehicle taxes/TAVT is on budget, she said she wants to caution. Right now, the forecast is that we will exceed budget in a few funds that are restricted. The General Fund revenue forecast is in the plus or minus \$300,000 range. Expenditures are on target. She said she will touch on the healthcare claims that are over budget. Ms. Funk stated that it is fine for this year because the Insurance and Benefits Fund has adequate reserves, it's more for FY2015 we need to be concerned about and what we are going to do if the trend stays the same. Headcount is on target.

Ms. Funk then went over the Cash Executive Summary. She stated it was not unusual for All Funds to show a decrease heading into the latter part of the fiscal year. Overall, our cash position improved in 2013. Ms. Funk highlighted the EMS Fund Cash Collections and Balances. She stated that collections for March were good but we need it to stay in that range for longer. She added that she looked at April's revenues and they were much lower. She is concerned about where we are. Cash balances are going down. She said to be this negative will require more funds from the General Fund if we don't see a turnaround. Ms. Funk commented that LifeQuest still believes a 70% collection rate is achievable. If we are going to achieve 70%, we have work to do and need to make sure that it's realistic that we're going to be achieving this. She added that Mr. Dale Jordan has spoken to LifeQuest several times over this past quarter and pushing them to look over their

data and what improvements are they making on their side and what direction can they give us for improvements we can make in order to improve collections. So, if 70% is achievable, then we have \$1,174,327 "in the pipeline" to collect. Ms. Funk showed the categories the "pipeline" breaks down to. She stated we need outstanding EMS billing to complete the process/cash flow cycle. She commented that we are under 100% audit under Medicare/Medicaid. Chief Prather spoke with LifeQuest to find out what we need to do to get off of the 100% audit and get collections in quicker. She added that Chief Prather seemed to feel better after speaking with LifeQuest knowing what we all need to do to improve and to push them to achieve the numbers for us. Commissioner Johnston asked how much is the 100% audit adding time to the collection and slow down the receipt of that dollar. Ms. Funk replied that it would be several months. She said she did a "What if" scenario in the event 70% is not achievable. If 70% is not achievable, the General Fund Transfer would need to increase significantly. The Chairman asked if there was anything unique about our circumstances. Ms. Funk replied that LifeQuest told them that they had not anticipated the time it takes to work on a client that has 100% audit.

Ms. Funk moved on to the Revenue Executive Summary. For All Funds, we are \$1 Million better than budget to date. A big part is the funds received from the SPLOST reimbursement for the Sheriff Training Center. Ms. Funk listed several other significant variances in the budget. She stated that on a combined basis, the TAVT and the Motor Vehicle "Birthday Tax" are actually better than budget and their forecast says the same thing. Ms. Funk stated that the General Fund is \$200,000 better than budget. The forecast has not increased. She noted that while not a recurring revenue, the Sale of the Old Admin Building was built into the budget and they have discussed possibly off-setting that with other property sales. They were only using the funds to build up the Unincorporated County Services Fund balance.

Ms. Funk went over the Expenditures Executive Summary. She commented that all the department managers are always on top of every day and we are where we should be. They expect to achieve the FY2014 budget for all of the funds. One issue Ms. Funk wanted to talk about is Health Insurance Claims. To date, claims are 11% over budget. This is driven by two factors. One is higher per employee per month cost, meaning costs are more expensive. The other factor is that there are more employees enrolled in the plan than budgeted. Ms. Funk stated that at this rate, we could use \$700,000 from the reserve bringing the reserve balance down to \$1.1 Million. While FY2014 is not at risk, we need to consider how the reserve will be impacted if nothing changes in FY2015. Ms. Funk stated that we need to determine what we need to do to protect the reserve. We are right where we should be for the General Fund. Finance developed a new method of tracking

to measure full time, part time, and seasonal part time. The original estimate was that we would have 1,293 and our actual year-to-date headcount is 1,975.

Ms. Funk opened the floor for questions. Commissioner Nelms confirmed that the CDBG grant was a timing issue. He also asked about the "Birthday Tax" being off by \$200,000. Ms. Funk replied that it was a bad estimate on our part. When they were estimating the TAVT, it was a new revenue and they were also trying to build a trend to say how much we were going to lose. She indicated that the two almost off-set each other. Further discussion ensued regarding the downward trend of the "Birthday Tax."

4. Discussion of Regular Agenda Items.

The Chairman reminded everyone to vote and that the following week there will be five locations available for voting and then May 20th is the final day.

ZONING CASES

(Note: Postponed from April 1, 2014)

1. CASE NUMBER

APPLICANT

ZONING CHANGE

LOCATION

MAP & PARCEL NUMBER

ACRES

PROPOSED DEVELOPMENT

COMMISSION DISTRICT

FUTURE DEVELOPMENT MAP

PLANNING COMMISSION RECOMMENDATION

:14-03-002

:Chatham Neighborhoods, LLC

:OI, R-40 and AG to R-15

:Batesville Road and Hickory
Flat Highway

:02N02 – 101, 75

:67.51

:Conservation Subdivision

:2

:Transitional, Suburban Growth

:Denial

Mr. Jeff Watkins gave a brief overview of the case then turned the floor over to Commissioner Gunnin. Commissioner Gunnin explained that the property was too dense. Two parcels were dropped by the developer leaving about 47 acres and the developer is asking for 80 to 83 homes in R-20 as Conservation. Commissioner Gunnin stated he had extensively studied the Land Use Plan, and there is no straight forward answer because multiple components are involved. He notes that the property sits near a neighborhood village and on a transitional corridor. A transitional corridor is residential property that transitions into agriculture. The problem is there is no definition of the depth of a transitional corridor. Mr. Watkins interjected stating the transitional corridor is only along the major roadways where there has been investments or improvements that have changed the nature of that

corridor. He added that although it does not indicate depth from the roadway, it does take into consideration the shape, area, and depth of the entire parcel. For this particular area, Mr. Watkins explained that they must consider other zonings in the surrounding area and potential future development. Commissioner Gunnin stated that he found a myriad of different zonings within a quarter mile radius of the area. He added that it has been an emotional subject for people in the area. He is trying to look at it from an ordinance standpoint and not an emotional standpoint. When looking at the transitional corridor, Mr. Watkins stated, one of the ideas for future development of the land is conservation subdivision; this is one of the primary uses of the land. Commissioner Gunnin stated that at the southwest corner of the property there is an 85 foot buffer. Residents of this area have requested the buffer stay in place no matter the type of development approved. He asked Mr. Watkins what sort of buffer would be required. Mr. Watkins said it should be a natural buffer undisturbed and left as is. There could be things planted to create a visual screen. Mr. Watkins noted that two plans have been passed around cutting R-30 and R-80 which is 19 lots totaling 99. Chairman asked if there had been any communication in writing stating exactly what they are asking for. Mr. Watkins told Chairman Ahrens there is a letter, and he apologized for not bringing the letter with him. Mr. Watkins stated they have asked to rezone it to R-20 with 80 lots which can be done as a conservation design. Commissioner Johnston stated that his view was that the church parcel extending about a half mile from the highway is not fully entitled to the transition zone although it can be argued that it's not a sure thing. He said he would like to see a mix of zonings to achieve an effective step-down of about 72 lots with half the property at R-20 and the other half at R-30. The Chairman stated that he had difficulty visualizing all traffic going through one entrance no matter the number of lots, 70 or 90. He asked the approximate distance between the entrance and the traffic light. Mr. Geoff Morton stated that for a development that size, GDOT will require a deceleration lane and a left-turn lane. He said it would be a self-sufficient entrance. Commissioner Johnston noted that a traffic light would not be safe at entrance of property because it comes out on Highway-140. Commissioner Nelms stated he thought 80 lots would be appropriate.

(Note: Postponed from April 15, 2014)

2. CASE NUMBER

APPLICANT

:14-04-008

: Development Auth. Cherokee Co.

ZONING CHANGE

: R-20 to LI

LOCATION

: Old Alabama Rd

MAP & PARCEL NUMBER

: 21N05 – 247, 248A

ACRES

: 35.28

PROPOSED DEVELOPMENT

: Business Park

COMMISSION DISTRICT : 4
FUTURE DEVELOPMENT MAP : Suburban Growth
PLANNING COMMISSION RECOMMENDATION : Denial

Mr. Watkins gave an overview of the case. Commissioner Nelms began by stating he met with the owners and Ms. Martin and Mr. Holcomb spoke with them also. He reiterated that what he envisioned before regarding the four maximums. He mentioned the earthen berm buffer of 50 feet. He met with Mr. Watkins to map it out and found there are water irrigation issues on the north side because they cannot encroach on the stream buffer to do an earth and berm. So it wouldn't make sense to just put it along the western and most northern border. He believes a more appropriate way would be a four foot earthen berm buffer. Commissioner Nelms stated the evergreen trees are an issue. He believes fast-growing evergreen trees would be more appropriate than a slow growing Magnolia tree. Commissioner Nelms stated another thing that Ms. Barber wants is to save River Birch and Crape Myrtle on the northern border of her property. He commented that he doesn't believe Mr. McWaters is for the zoning. Commissioner Nelms stated he is for the zoning. He plans to make a motion before the Board to approve with the conditions of the earthen berm not to exceed 50 feet; he wants the vegetative screening to be in accordance with the adjoining property owners and to find a faster growing evergreen; an earthen berm along with a fast growing vegetative screen as it would give the elevated screening the owners desire in faster time frame; and he believes on the property line, the border needs to be where necessary based on the stream side buffer. He said he would meet with Mr. Watkins to nail down the details. Commissioner Nelms said that he believes that Ms. Barber is not adamantly for or against the zoning but Mr. McWaters is adamantly against it. He added that when he looks at the Land Use Plan, the County is blessed by growth and the urban sprawl for the most part in the south. He said he understands they are not going to make everybody happy with the zoning, but he believes it is the right call. Commissioner Johnston stated that depending on how the site is developed and access to improvements to Old Alabama Road, he believes they can count on that as part of the development process. He agrees that with suitable buffers and with appropriate improvements to Old Alabama Road, if it's used for heavy truck traffic, he believes it's inevitable. Commissioner Johnston commented that one factor he thought about was the buffering and berms really don't have to go in until the development of the property starts and that gives time for a possibility which may unfold between now and then that some of the other property owners decide they're willing to sell their property and become part of this project as well. He would not like to have to remove a berm if a piece of property on the other side is bought. He said it wouldn't be necessary until they seek a site development permit. Commissioner Nelms agreed.

The Chairman mentioned there are issues with the Public Comment on zoning cases to be voted on. We need to make it clear in our stated communication to those signing up what can and cannot be done. He said that because that was not clear, they allowed folks to exceed time. Ms. Davis stated that they have typically applied the rules as once a zoning case Public Hearing has been closed, they do not permit additional comment on that with the idea there was a public advertisement on it and we allow people to come and once people speak on it, it is fair for them to rely on the fact that it is closed and there will not be other opportunities. She said that is how she has applied it. Ms. Davis stated that the Rules of Procedure say that typically the public may not comment on any item on the agenda unless there is a Public Hearing for that item. That is the way it has been interpreted in practice but what the policy states is broader and adds that it is by the discretion of the Board. Ms. Davis said that the discretion has been exercised in the past couple of meetings to the benefit of the public so that anyone and everyone spoke, some in direct violation of our rules. To be fair, we erred on the side of openness. She stated they will take it up for potential amendment as they have had the Rules of Procedure in place for a short time. In the meantime, they are left with the rules as they are. She said it is up to the Board to continue to allow the openness on anything or at least apply it to just zoning cases. The Chairman stated he wanted to discuss prior to facing it during the Public Comment. Mr. Parks Huff asked if he could comment. He said if they allow people to speak on zonings, that would be putting him in the awkward position of having to ask for an opportunity to speak. Ms. Davis stated that is why they typically do not accept public comment on these items. Commissioner Johnston stated he would expect him to do that on behalf of his client. The Chairman stated to Mr. Huff that they would allow that. Ms. Davis stated that at the last meeting it was discovered that the notice where people sign up doesn't specify that you're not permitted to speak on a matter that is on the agenda. She added that while they want to allow for openness, they also want to be fair in opportunity to allow an opposing view to speak. Ms. Davis stated that at for the zoning cases they have been consistent with the exception of the last meeting. The Chairman suggested for the next Work Session that they work on trying to nail this potential amendment to the Rules of Procedure and make it clear.

COMMISSION DISTRICT 3

BRIAN POOLE

A. Discussion on Cherokee County's Sign Ordinance.

Commissioner Poole began by indicating this is something that occurs around political season and we receive a number of phone calls nearly every day. He stated that Chief Collet asked if the Board would be willing to make some type of motion that says a certain number of days before an election that we can have an ordinance in place so that the Marshal's Office doesn't have to check on signs or take them up. He stated he would like to see something in place as well. He asked for the rest of the Board's opinion. The Chairman asked if he had any specific recommendations. Commissioner Poole stated that he would like to see 30 days before the election the Marshal's Office not go out on every call to take signs up unless they are in a right-of-way. Chief Collet stated they do not typically remove a sign unless they receive a complaint. They take a picture of the sign before they take it up if it is remotely close. He stated they get a lot of complaints against the Marshal's Office. He said as long as there is an ordinance in place and he is getting direction from the Board then he has no choice when he gets a complaint than to go and address it. The Chairman asked for an example of a complaint for the Marshal's Office. Chief Collett listed several complaints in various areas of the County. He said he will follow the guidance of the Board in what they would have him do but unless they ask him to change it, he is only going to respond to complaints. He said he believes it is a waste of time and resources. The Chairman stated that a lot of people who are asked to put out signs don't know the measurement. Chief Collett stated that for different roads there are different distances. He said the bottom line for them is that it puts them in a bad spot because people think they are showing favoritism. He said he told Commissioner Poole that the only way to fix it is if the Board says to stop looking at them or stop answering complaints. He said 30 days before and 30 days after would be fine with him or whatever the Board advises. Commissioner Johnston confirmed that they are only bringing any enforcement to just move a sign when it's clearly in the right-of-way and you've had a complaint. Commissioner Nelms asked how many they were having to pick up. Chief Collett stated there were not as many as two years ago. The Chairman stated that since there will most likely be run-offs, if they want to do something short-term they will need some kind of proposal to consider. Commissioner Johnston stated he would not like to say it is wide open and signs can be put anywhere and be left alone.

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

- 2.1 Consider approval of a Change Order to the Professional Services Agreement (PSA) with HDR for additional design & engineering services and compensation for extended construction phase administration services for the new parks at Etowah River Park for the City of Canton and the County

Park at the Killian Site, in the not to exceed amount of \$40,000.00; to be funded from the City of Canton portion of the Park Bond Program.

Commissioner Johnston stated he would like a brief report on the projects. He said he gets calls from constituents asking what is going on at the Killian site. Mr. Bill Echols replied that they have had a tough time with the contractor. Commissioner Johnston asked if it was for both parks. Mr. Echols responded that for the Etowah Park there were issues when the river flooded twice. The sod should start going down this week on the big soccer complex and they are still on schedule to be out of there in June. He is not as concerned with Etowah. The amphitheater is finished. He said the landscaping is there. They have been finishing the concrete slabs around the concession building. He said a low point is they had some drainage issues at the playground equipment, but it is now draining. He said they are still on track for June completion. For Killian, the issue there has been one misstep after another. The contractor did not engage the project as seriously as he should have. Mr. Echols said they have been putting a lot of pressure on them with their grading. They lost their subcontractor for grading due to re-design issues and had not pursued that diligently. They have had major events with the rain. He recalled corrective action they had to take last Christmas. They have been slow because of the rain to correct the slopes and run-off. They turned a corner with the recent dry spell. He feels it will be late fall to the end of the year before Killian is finished. Commissioner Johnston asked about penalties. Mr. Echols replied that the contractors know if they don't perform that he will stop payments. They have stopped progress payments to the contractor on Killian for three or four months. He said if he is not there, Mr. Jud Martin is at the site several times a week. He added that lately there have been big trucks moving dirt. He said it is not a difficult project. He said once they finish their corrective action, they've got to get done with the work. Mr. Echols apologized for lack of a better report.

Adjourn

Because of time constraints, Commissioner Johnston made a motion to adjourn to Executive Session at 5:01 p.m. to discuss personnel matters, property acquisition or disposal, and/or pending or threatened litigation; Commissioner Nelms seconded and the motion was unanimously approved.



Cherokee County Board of Commissioners MINUTES

May 6, 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 6:12 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

The Chairman called for a motion to ratify the closure of Executive Session at 6:05 p.m.

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

PRESENTATIONS

1. "Why it Matters" Presentation, Annual YMCA Campaign by Benny Carter and John Hicks.

Benny Carter and John Hicks with the YMCA gave a brief presentation of the YMCA including this year's 'Why it Matters' Campaign.

AMENDMENTS TO AGENDA

1. Remove item 1.6 from Consent Agenda, Request to set public hearing date, applicant Hester.

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

ANNOUNCEMENTS

Chairman Ahrens stated that early voting has begun and will continue through the weekend before the May 20th election. He noted that the main location on Main Street in Canton is open now but that other locations would open beginning next week. He encouraged everyone to exercise their right and privilege to vote.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM APRIL 15, 2014.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

Thirteen people signed up to speak.

1. Marshall Day of Ball Ground signed up to speak about rezoning of the Crawfis Property.
2. Raleigh Morgan signed up to speak about Ball Ground Ridge.

3. Katie McWaters signed up to speak about the rezoning of Old Alabama Road.
4. Curtis McWaters signed up to speak about the rezoning of Old Alabama Road.
5. Daniel Strey signed up to speak about the rezoning of Old Alabama Road.
6. Jeff Rusbridge signed up to speak about Cherokee 75 rezoning.
7. Carolyn Crosby of Ball Ground signed up to speak about BGR.
8. John Hiland of Woodstock signed up to speak about BGR.
9. Mike Haviland of Nelson signed up to speak about Parks projects.
10. Lisa Barber signed up to speak about rezoning of Old Alabama Road.
11. C.L. White of Canton signed up to speak about government.
12. Betty Cropper signed up to speak about Batesville Road.
13. Steve Marcinko signed up to speak about lies of omission.

ZONING CASES

(Note: Postponed from April 1, 2014)

1. 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

Commissioner Gunnin stated that this was in his district. He said he has been working on this case for about two months. He said he began studying the Land Use Plan which is more than just a map. The verbiage states that there are things to take into consideration to bring it all together, including the different character areas and different corridors. He added that Hwy. 140 is a transitional corridor. He said that in reading the Land Use Plan, it says to look at a quarter mile radius to see what else is in the area. The quarter mile radius of this property contains most any kind of zoning there is. He said that with all this being said he was ready to make a motion before the Board tonight to approve the rezoning.

Commissioner Gunnin made the following motion:

Approval of R20 rezoning with a conservation design with 80 lots. The two parcels connected to Batesville Road will be removed, leaving only the approximately 47 acres owned by the church to be rezoned, and the road will not cut through. The property at the south part of the parcel adjoining Rick and Linda Bells property will maintain an 85 foot undisturbed buffer regardless of the design. If there is not enough vegetation to provide enough of a visual screen, the new tree that Commissioner Nelms described that is a rapid growing tree can be planted. Commissioner Nelms asked if this was a motion not to exceed 80 and Commissioner Gunnin replied that it was. Commissioner Nelms seconded. Commissioner Johnston commented that he respectfully disagrees and would not be able to support this. He added that his interpretation of the land use plan is a little different. Chairman Ahrens commented that he is taking in the criteria the Planning Commission's recommendation of denial. He added that he has concerns about 80 homes entering and exiting on Hwy. 140 and he would actually rather see connectivity from Hwy. 140 to Batesville Road regardless of the outcome here. He noted that the case has been postponed since April 1 and only yesterday did they receive notification of the proposal to consider.

Chairman Ahrens recalled that there was a motion and a second and asked for a vote.

The motion passed 3-2 with Chairman Ahrens and Commissioner Johnston voting nay.

(Note: Postponed from April 15, 2014)

2. CASE NUMBER

: 14-04-008

APPLICANT

: Development Auth. Cherokee Co.

ZONING CHANGE

: R-20 to LI

LOCATION

: Old Alabama Road

MAP & PARCEL NUMBER

: 21N05 – 247, 248A

ACRES

: 35.28

PROPOSED DEVELOPMENT

: Business Park

COMMISSION DISTRICT

: 4

FUTURE DEVELOPMENT MAP

: Suburban Growth

PLANNING COMMISSION RECOMMENDATION : Denial

Jeff Watkins gave an over view of the case. Commissioner Nelms stated that this case was in his district.

Commissioner Nelms made a motion to approve the rezoning to R20 as requested but with the following five conditions:

1. A landscaped earthen berm of a minimum of 4 ft. in height to be installed within the 50 ft. zoning buffer adjacent to residentially zoned property along the southwest, west and northern boundaries of the subject property. Along the northern property boundary, said berm shall extend the length of the boundary except for the area reserved for stream buffers, which shall remain undisturbed. Said berm to be installed concurrent with development site.
2. Landscaping of the berm shall include fast growing evergreen vegetation such as "Green Giant" arborvitae (Thuja Species), or similar species, planted to create a year round visual screen. The County Arborist to determine spacing most appropriate for site conditions.
3. Repair any road damage caused during any and all parts of construction including cracks, potholes or road side edge scuffing or breakage. These Improvements must be computed under standards sanctioned and approved by County Engineer, Geoff Morton.
4. Save River Birch and Crepe Myrtle along northern property line of Ms. Lisa Barber's property to assist with screening.
5. All of this to be completed at time of construction.

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

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Consider reappointment of Scott Rule to the Library Board of Trustees for the term of July 1, 2014 to June 30, 2017 as requested by the Library Board.

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

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

- A. Discussion on Cherokee County's Sign Ordinance.

Commissioner Poole stated that the issue of political signs was discussed at Work Session and he didn't have anything further to add.

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval to surplus workstations, servers, printers and miscellaneous computer accessories, all in poor condition, from various County Departments.
- 1.2 Consider approval to surplus vehicles and equipment from various County Departments.
- 1.3 Consider approval to surplus and donate Sheriff's Office truck to Murray County Sheriff's Office.

- 1.4 Consider approval to apply for FY2014 Justice Assistance Grant in the amount of \$11,135.00 for purchase of two patrol cameras with accessories for Sheriff's Office.
- 1.5 Request for Board of Commissioners to set a Public Hearing on June 3, 2014 for a Legacy Lot for applicants Jeffery S. and Sharon M. Lentz, 202 Acacia Lane, Woodstock.
- 1.6 Amended: Removed
~~Request for Board of Commissioners to set a Public Hearing on June 3, 2014 for a Legacy Lot for applicants Daniel C. and Betty Hester, 920 Hester Drive, Cumming.~~

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

COUNTY MANAGER

- 2.1 Consider approval of a Change Order to the Professional Services Agreement (PSA) with HDR for additional design & engineering services and compensation for extended construction phase administration services for the new parks at Etowah River Park for the City of Canton and the County Park at the Killian Site, in the not to exceed amount of 40,000.00; to be funded from the City of Canton portion of the Park Bond Program.

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

- 2.2 Award County's standard Professional Services Agreement to lowest bidder, Bobby Tucker Grading and Hauling, Inc. at a price not to exceed \$270,000.00 per fiscal year cost.

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

- 2.3 Consider approval of Professional Services Agreement (PSA) between Cherokee County and In Their Honor Transports to provide transportation to serve the Coroner's Office as recommended by the Coroner in the amount of \$200.00 per transport, and \$2.00 per loaded mile over 50 miles.

Commissioner Poole asked Mr. Cooper had this gone out to bid. Mr. Cooper replied that it had not, that he received this request from Earl Darby. Commissioner Poole asked if the item could be tabled until he had had a chance to speak with Mr. Darby on more cost efficient alternatives such as purchasing a transport vehicle.

Commissioner Nelms made a motion to table the item until the **May 20, 2014 meeting**; Commissioner Gunnin seconded and there was unanimous approval.

- 2.4 Consider approval to update Personnel Policies Manual to comply with current Drug Free Workplace/Drug and Alcohol Program requirements as identified by FTA Triennial Review in December 2013.

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

COUNTY ATTORNEY

- 3.1 City of Woodstock Annexation Notice for property located on Arnold Mill Road, Tax Parcels 15N17A 184, for applicant Oak Hall Companies, LLC.

Ms. Davis gave an overview of the request for approximately 15.76 acres of property located at the south side of Arnold Mill Road and west of Washington Avenue currently zoned R-40 and Light Industrial, to a proposed zoning of R3-C. Ms. Davis advised that there was not a legal basis regarding congruity to make an objection. She added that she had received no comments from staff regarding an increase in burden upon the County. With that, she said this was for **information purposes only** and no action was needed.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 7:30 p.m.; Commissioner Johnston seconded and the motion received unanimous approval.



Cherokee County, Georgia Agenda Request

SUBJECT: MODIFICATION TO ZONING CONDITIONS

MEETING DATE: MAY 20, 2014

SUBMITTED BY: VICKI TAYLOR LEE
ZONING ADMINISTRATOR

COMMISSION ACTION REQUESTED:

Request the Board hear a request by Brian West of Kimley-Horn on behalf of Cabela's to remove the Farm Equipment Sale/Storage from the list of prohibited uses on their property located at 152 Northpoint Parkway.

FACTS AND ISSUES:

Conditions from the rezoning of this property included a list of prohibited uses taken from the Highway 92 Village Overlay District ordinance. The list included Farm Equipment Sales/Storage and Cabela's plans to offer for sale tractors that are of a size and designation that exceeds those for residential use.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Staff recommends the prohibition of Farm Equipment Sales/Storage use be lifted for Cabela's.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

NOTICE OF PUBLIC HEARING CHEROKEE COUNTY BOARD OF COMMISSIONERS

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing on Tuesday, May 20, 2014 at 6:00 P.M. in Cherokee Hall of the Cherokee County Administration Building located at 1130 Bluffs Parkway, Canton, Georgia.

The Board will hear and consider a request from Brian West with Kimley-Horn and Associates, Inc. to alter conditions from rezone case 05-04-030 Highway 92 Partners, LLC. This case was heard and the property rezoned April 2005 for Commercial, Retail, Office and Industrial Businesses. Applicant is requesting a modification to Resolution 2005-R-032, Exhibit "A", to remove farm equipment sales/storage as a prohibited use.

Property is located in Land Lots 1244, 1276, and 1277 of the 21st District and further described as Cherokee County Tax Map 21N06, Parcels 034 and 057.

An exact legal description of the property is on file at the Cherokee County Planning and Land Use Office, 1130 Bluffs Parkway, Canton, Georgia and may be reviewed along with any other information regarding this request, between 8:00 a.m. and 5:00 p.m. Monday through Friday. Information about this case is also available at www.cherokee.com through the Cherokee Status page.

Meetings of the Board of Commissioners are open to the public.

Note: Georgia Law requires that all parties who have made campaign contributions to any member of the Cherokee County Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request, and who desires to appear at the Public Hearing in opposition to the application, shall file a campaign contribution disclosure prior to addressing the Board of Commissioners.

As set forth in the Americans with Disabilities Act of 1992, the Cherokee County Government does not discriminate on the basis of disability, and will assist citizens with special needs, and will be given seven (7) working days advance notice.

For information, please call 678-493-6101.

Received: 4-14-14

Case # 05-04-030

PL# 20130000211

Resolution # 2005-R-032

Applicant:

BRIAN WEST (KIMLEY-HORN AND ASSOCIATES, INC.)
(Name)

2 SUN COURT, SUITE 450
(Address)

ALBACROSS GA 30092
(City) (State) (Zip)

BRIAN.WEST@KIMLEY-HORN.COM
(E-mail Address)

770-825-0744
(Telephone)

Request modification of zoning condition # _____ from: PROHIBITED USE: "FARM EQUIPMENT SALES/STORAGE"
to: PERMITTED USE OF FARM EQUIPMENT SALES AND STORAGE

Existing use of property: COMMERCIAL Proposed use of property: COMMERCIAL

Zoning: G-C Size of property: 16.45 Square Feet/Acres Commission District: 4

Map 21N06, Parcel 21N06-034 Land Lot 1274, 1276, 1277, District 21
21N06-057

The undersigned is authorized to make this application. The undersigner is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the Board of Commissioners unless waived by the County Commissioner.

[Signature] 04/07/14
Signature of Applicant Date
BRIAN B WEST, VICE PRESIDENT
Typed or Printed Name and Title



[Signature] 4/7/14
Signature of Notary Public Date
(SEAL)

PLEASE NOTE WE MUST HAVE ALL PROPERTY OWNER'S SIGNATURES AS IT APPEARS ON DEED.

[Signature] 4-8-14
Signature of Owner Date
Mark Nixabauer V.P.
Typed or Printed Name and Title

[Signature] 4/8/14
Signature of Notary Public Date
GENERAL NOTARY - State of Nebraska
BONNIE B. KETTLER
My Comm. Exp. November 19, 2017
(SEAL)

Signature of Owner Date

Typed or Printed Name and Title

Signature of Notary Public Date

Typed or Printed Name and Title

I UNDERSTAND THAT I AM TO POST THE NOTICE SIGN(S) ON A HARD-BACKED SURFACE SUPPORTED BY A FREE-STANDING STRUCTURE/WOODEN OR METAL POST(S) ALONG EACH ROAD FRONTAGE OF THE PETITIONED PROPERTY. THE NOTICE SIGNS SHOULD BE CLEARLY VISIBLE FROM THE ROAD WITH NO OBSTACLES BLOCKING THE VIEW. I FURTHER UNDERSTAND THAT I AM NOT TO ATTACH THE NOTICE SIGN(S) TO ANY NATURAL VEGETATION, EXISTING SIGNAGE, OR UTILITY STRUCTURE(S). I AM TO POST THE SIGN AT LEAST 30 DAYS PRIOR TO THE PUBLIC HEARING.

[Signature]
APPLICANT'S SIGNATURE

04/07/14
DATE



Kimley-Horn
and Associates, Inc.

April 16, 2014

■
2 Sun Court
Suite 450
Norcross, Georgia
30092

Margaret Stallings, AIA, AICP
Principal Planner
Cherokee County Planning and Land Use
1130 Bluffs Parkway
Canton, GA 30114

Re: **Zoning Conditions Modification**
Cabela's – Acworth, Georgia
Case # 05-04-030; Resolution #2005-R-032

Dear Ms. Stallings:

Please accept this application to amend the Approved Zoning Conditions for the Cabela's property located at 152 Northpoint Parkway off Highway 92 in Acworth, Georgia. As a part of the retail sales for this store, it is Cabela's desire to have the outdoor display and sale of tractors. As you previously confirmed for us, Motorcycle, ATV and Personal Watercraft Dealers are a permitted uses in the GC and LI zoning districts for Cherokee County as long as they comply with 7.7-3b of the ordinance, which reads as follows:

7.7-3b. Vehicles or farm equipment for sale or display are permitted provided that all vehicles are setback at least ten (10) feet from the street right-of-way.

As we have discussed, a series of conditions of zoning were placed on this property in 2005 by Resolution # 2005-R-032 that supersede some requirements of the Highway 92 Village Overlay and the Zoning Ordinance. One of these conditions says that the property will adhere to the permitted uses of the GC and LI zoning districts except for a list of prohibited uses. Watercraft Sales / Service is not one of the prohibited uses listed and therefore watercraft sales / service is permitted based on the GC zoning district; however, Farm Equipment Sales / Storage would not be permitted as it is specifically listed as a prohibited use as a part of the conditions of zoning for this property.

We hereby request that Resolution # 2005-R-032 be amended to remove Farm Equipment Sales / Storage as a prohibited use for this property to allow Cabela's the right to display and sell tractors in the designated outdoor display area as show on the attached exhibits. More specifically, we hereby request that Exhibit "A" of Resolution 2005-R-032, Case #05-04-030 be amended to remove "Farm equipment sales/storage" from the list of prohibited uses.



Kimley-Horn
and Associates, Inc.

Ms. Margaret Stallings, AIA, AICP, April 16, 2014, Page 2

We appreciate your attention to this matter. Should you have any questions, please do not hesitate to give me a call at (404)201-6127.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Brian B. West, P.E. (FL & GA)
Vice President

Attachments Signed and Notarized Zoning Conditions Modification Application
11"x17" Site Plan of the Outdoor Display Area
Resolution #2005-R-032

RESOLUTION 2005 - R - 030
CASE #05-04-030
Majestic Hwy 92 Partners, LLC

A resolution approving the rezoning of the following described property:

89.1 +/- acres located in land lot(s) 1244, 1275, 1276, 1277 of the 15th district, 2nd section of Cherokee County, Georgia, and indicated as parcel(s) 90, 91, 92, 94, 96, 96A, 97 and 97 on tax map 21N06.

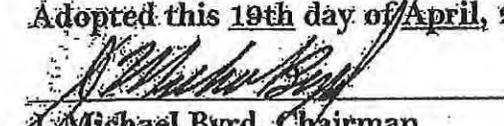
WHEREAS, it hereby is found and determined that a petition to change the zone of the above described property from GC and R-40 to GC and/or LI was filed on January 20, 2005.

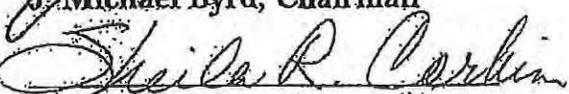
Proposed Use: Commercial, Retail, Office and Industrial Businesses

WHEREAS, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on Tuesday, April 5, 2005 in the Jury Assembly Room of the Cherokee County Justice Center. Recommendation from the Planning Commission was for approval of GC and LI with conditions.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the above described property is now located in the GC with conditions* and LI with conditions* zoning districts, and the Cherokee County Zoning Administrator hereby is directed to change the district maps accompanying and being part of the rezoning resolution.

Adopted this 19th day of April, 2005.


Michael Byrd, Chairman


Sheila R. Corbin, County Clerk

*Conditions as shown on the attached "Exhibit A"*** entitled "Zoning Conditions in Connection with Application for Rezoning dated April 12, 2005 made by Majestic Highway 92 Partners, LLC, Case No. 05-04-030" including hand written notes along with:

1. The property which is currently zoned GC shall be re-zoned to GC with conditions. The property which is currently R-40 shall be re-zoned to LI with conditions. Both the General Commercial and Light Industrial re-zonings will be subject to the conditions as shown on the attached "Exhibit A".
2. Applicant agrees to construct road and turn-around as approved by the County Engineer.
3. Applicant agrees to pay for no-thru-truck signs on Priest Road, if found to be warranted by Engineering.

**Exemptions to Exhibit "A" include:

The colors, as mentioned on Page 3 of the attached Exhibit "A", not permitted should include grey"; "The roof names shall be consistent with the Highway 92 Overlay Ordinance"; "Wall Signs, as mentioned on Page 3 and 4 of the attached Exhibit "A", will be based upon the approval of the Director of P&Z.

EXHIBIT "A"

ZONING CONDITIONS IN CONNECTION WITH APPLICATION FOR REZONING
DATED APRIL 12, 2005 MADE BY MAJESTIC HIGHWAY 92 PARTNERS, LLC.
Case No. 05-04-030

Permitted Uses: Except as provided below, those uses allowed under the C-2 and L-I classifications shall be permitted on the property.

GC
KEM

Prohibited Uses: The following uses shall NOT be allowed:

- Automobile garages or repair shops (excluding service stations)
- Adult video shops
- Billiard parlors
- Check cash services
- Drive-in theaters
- Farm equipment sales/storage
- Mini-warehouse facilities
- Manufactured home sales
- Motels with outside entrances
- Nude/semi-clothed dancing establishments
- Itinerant merchants
- Pawn shops
- Recreational vehicle sales/service/repair facilities
- Short-term loan offices
- Truck terminals
- Used tire sales/repair shops
- New and used automobile/vehicle dealerships/salvage lots/scrap yards

Minimum development standards and development regulations:

- (1) Curb cuts on Highway 92 shall be consistent with those permitted under Agreement between Majestic Highway 92 Partners, LLC and The Georgia Department of Transportation dated October 12, 2004; and
- (2) Individual parcels in the Highway 92 Corridor shall have a minimum of 150 feet of frontage.

Development regulations:

(1) Streetscape theme.

a. Front yard areas along Georgia Highway 92 shall contain a landscape strip at least 20 feet in depth along the entire property frontage except where driveways may be required.

b. A major tree not less than two inches DBH as indicated in the tree ordinance shall be planted every 40 feet on center along the entire Hwy. 92 roadway frontage of the property within the landscape strip.

c. Landscaping shall utilize, berms, connecting sidewalks, trees and other plantings.

(2) Utilities. All site utilities shall be located underground.

(3) Architecture

a. Commercial Buildings shall be designed with traditional architectural styles.

b. Commercial buildings shall be broken up to give the appearance of individual buildings or places of business, presenting a village appearance, where feasible.

c. Commercial Buildings with large areas of uninterrupted brickwork shall be broken up through the use of trellises, arcades, blind windows, archways, or other patterns.

d. Window areas in the commercial buildings shall not extend down to the floor line. A wall of not less than 2 feet in height shall separate the floor from the bottom of the window frame.

(4) Building Materials.

a. Buildings shall have no less than 80 percent of the non-glass area of three exterior sides faced with brick, painted tilt-up concrete or stucco.

Handwritten signature and date: 1/24/92

b. Mirrored glass with a reflection greater than 20 percent and glass curtain walls are prohibited.

c. Paint colors shall be of traditional, muted tones such as ivory, cream, beige, white, and grey. Colors which are not permitted are bright or vibrant colors of orange, pink, purple, bright green, or violet, which are considered to be inconsistent with the district.

No grey

(5) Roof Lines.

Per Ordinance

a. Commercial building styles without a pitched roof shall have a detailed parapet and cornice which shall hide any equipment located on the roof from visibility.

(6) Signage.

a. Freestanding signs.

i. All new freestanding signs shall be of a monument style and constructed only of brick or stone materials to match or compliment the principal structure or structures located on the site.

ii. A monument base shall consist of:

A. A solid base or framework, the same width and length of the sign. or

B. Two columns, each not less than two inches square supporting the sign on each side. The total span of said columns shall equal the total width and length of the sign box, and shall be connected at the base by a planter or monument not less than three inches in height.

iii. If the sign lists multiple tenants the sign shall be of a uniform background, lettering style and color.

b. Wall signs.

No sign shall give off light that glares, blinds or has any other such adverse effect on traffic. The light

Upon approval by the Director of P+Z

from an illuminated sign shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways.

Specific dimensional requirements for all signage are governed by the Sign Ordinance of Cherokee County, Georgia.

- c. The following signs are prohibited:
 - i. Signs involving motion, rotation, or sound, other than flags or streamers which are blown by the wind.
 - ii. Flashing, blinking, varying, varying light intensity signs or animated signs, except community information signs.
 - iii. Courtesy benches, trash cans, and similar devices on which advertising is displayed.
 - iv. Signs attached to any street signs or markers, traffic control signs or devices, or attached to or painted on any pole, post, tree, rock, shrub, plant or other natural object or feature.

(7) Traffic access requirements. Access to Highway 92 must comply with all county and state traffic access requirements. Internal roadways or vehicular connections making developments accessible to each other shall be used whenever possible.

(8) Parking. Parking requirements shall be determined by the applicable Cherokee County Zoning Ordinance. Variances may be applied for on a case-by-case basis.

(9) Buffers. The intent of buffers is to provide a year round visual screen such as evergreen trees between adjacent properties and the new development. Any application for a design plan approval submitted to the director of planning and zoning shall include a tree survey and landscape plan, with buffers, prepared by a landscape architect.

(10) Landscaping requirement.

- a. A landscaped berm of no less than three feet in height or evergreen landscape planting no less than three feet in height shall be provided to screen vehicular parking areas, loading areas, and dumpsters from view from Highway 92.
- b. Trees shall not be disturbed to any greater extent than absolutely necessary to construct any building or other improvement in the opinion of the county engineer, building official or the planning director of Cherokee County, Georgia.
- c. Existing (undisturbed) landforms, trees and other elements such as berms with asymmetrical clumps of plants, trees and shrubs indigenous to the area and region of Georgia shall be provided where possible within landscape areas.
- d. Or as otherwise determined by the Cherokee County Staff.

Project filing, review and approval procedures.

Each design plan shall be prepared by an architect, landscape architect, engineer, or land surveyor whose state registration is current and valid, or by a professional planner holding full or associate membership with the American Planners Association and submitted to the Cherokee County Staff for review and approval. Each design plan shall contain a site plan, architectural elevations, landscape plan, and line-of-study drawn to an appropriate scale and shall include the following:

- (1) **Name:** Name of the proposed development. Name signature and address of the owner and the designer of the site plan.
- (2) **Date:** Date, approximate north arrow, and scale.
- (3) **Boundaries:** The boundary line of the land tract shall be shown on a survey plat prepared sealed by a registered land surveyor.

(4) **Location map:** A map to an approximate scale showing the location of the proposed development.

(5) **Contours:** Contours with a minimum vertical interval of five feet referenced to sea level datum shall be provided for existing topography and proposed elevations.

(6) **Site analysis:** The location of existing or proposed platted property lines, streets, buildings, water courses, bridges, water mains, drain pipes, and public utility easements, the owners of record of adjoining parcels, and the zoning classification(s) of the adjoining property.

(7) **Buffer areas:** Location, dimensions, and treatment of all required buffers, landscaped or planted, including fences, walls, berms, and signage.

(8) **Other information:** Other information required by the planning director to ensure compliance with the provisions of this Ordinance.

(9) **Tree preservation plan:** A design outlining the proposed scope of tree preservation.

Variances. The Cherokee County Board of Commissioners has the authority to grant variances from these conditions in cases where the strict application of the conditions would result in unnecessary hardship.

Severability. It is hereby declared to be the intention of the Board of Commissioners of Cherokee County that the sections, paragraphs, sentences, clauses, and phrases of these Conditions are severable, and if any phrase, clause, sentence, paragraph, or section of these Conditions be declared unconstitutional or invalid, it shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of these Conditions.

Relationship to existing zoning. Nothing contained herein shall be construed to replace or supersede existing zoning classifications of Property. It is, however, the intent of these Conditions that all of the Property be developed to meet all of the requirements outlined herein.

GLOSSARY

Buffer. A buffer is a land area reserved to provide a visual and noise barrier, which is created by the use of planted or natural existing material, alone or in combination with berms, fencing or walls. Buffers shall be provided as may be required by the Cherokee County Zoning Ordinance for GC and LI classifications and shall be established independently of building setbacks. Building setback requirements shall begin at the portion of the buffer area furthest from the property line such that the buffer area is not included within any area required for building setback.

DBH. Diameter at breast height is a standard measure of tree size, and is a tree trunk diameter measured in inches at a height of four and one-half feet above the ground. If a tree splits into multiple trunks below four and one-half feet, then the trunk is measured at its most narrow point beneath the split.

Service station. Any premises used or intended to be used for the retail sales of vehicular fuels and/or for servicing and light maintenance activities such as engine tune-ups. Service stations shall not include premises where heavy automobile maintenance activities such as engine over-hauls, painting, body repairs and transmission repairs are conducted. Service stations shall entail only incidental overnight parking of vehicles there for service or repairs.

SUPERSESSON AND CONFLICT.

THE CONDITIONS SET FORTH HEREIN SHALL SUPERCEDE EACH AND ALL OF THE REQUIREMENTS SET FORTH IN CHEROKEE COUNTY GEORGIA ZONING ORDINANCE NO. 02-Z-003 ENACTED MAY 21, 2002. IN THE EVENT OF A CONFLICT BETWEEN THE CONDITIONS SET FORTH HEREIN AND THE TERMS OF ZONING ORDINANCE NO. 02-Z-003, THE CONDITIONS SET FORTH HEREIN SHALL GOVERN AND CONTROL IN ALL RESPECTS.

CROSS-REFERENCE
With Res. 2005-R-032

RESOLUTION 2007-R-040
CASE # 05-04-030
MAJESTIC PARTNERS, LLC

A resolution granting a variance to the 50 ft. zoning buffer between LI and AG property for the following described property:

50 +/- acres located in Land Lot(s) 1276, 1277 of the 21st District and described as Cherokee County Tax Map 21N06. Part of Parcel 057.

Whereas, it hereby is found and determined a petition to grant relief from the strict application of the 50 ft. zoning buffer between LI and AG zoned property was filed on March 13th, 2007.

Whereas, it is determined the conditions of zoning placed upon the property by the Cherokee County Board of Commissioners requires the grant of relief be heard by the Cherokee County Board of Commissioners

Whereas, it is found that the Cherokee County Board of Commissioners, after notice as required by law, did conduct a public hearing upon such petition of relief on Tuesday, May 1st, 2007 in the Jury Assembly Room of the Cherokee County Justice Center.

Whereas, it is found the petition for relief from the strict application of the zoning buffer between the LI property of the applicant and the AG property of the US Army Corps of Engineers reducing the 50 ft. undisturbed buffer to 35 feet, and further allowing grading activities within the 35 foot buffer for the construction of a retaining wall and a detention pond where the retaining wall and detention pond will be outside the 35-foot and grading is confined to the construction of said wall and pond was heard by the Cherokee County Board of Commissioners;

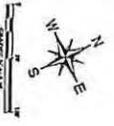
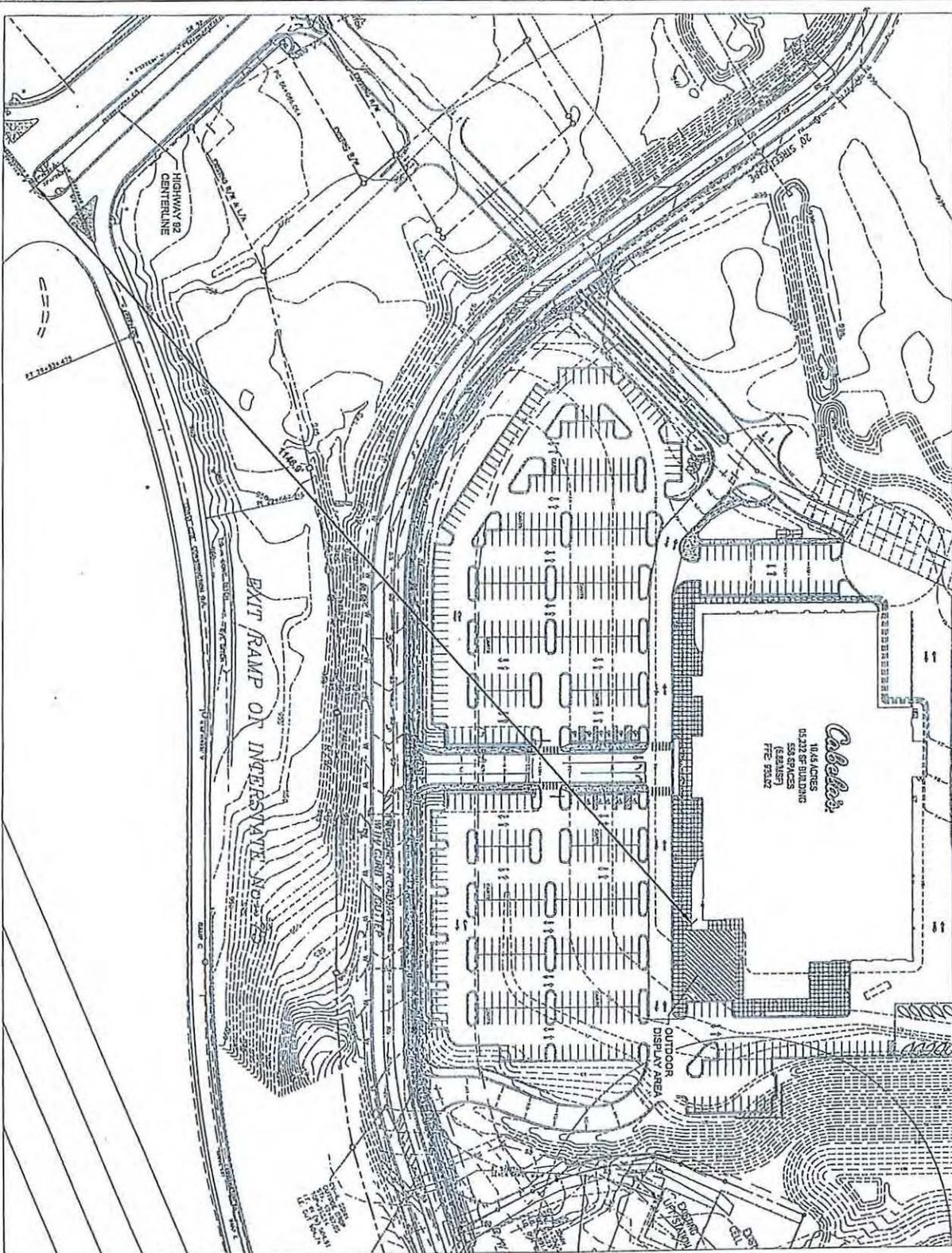
Now, therefore be it resolved by the Cherokee County Board of Commissioners that the above described petition for relief is approved and permitted in accordance with the conditions of the original rezoning resolution.

Adopted this 1st day of May, 2007


L. B. (Buzz) Ahrens, Chairman


Sheila R. Corbin, County Clerk

1. DATE: 08/14/01
 2. DRAWN BY: J. W. BROWN
 3. CHECKED BY: J. W. BROWN
 4. PROJECT NO.: 01-000000-01
 5. SHEET NO.: 01-000000-01



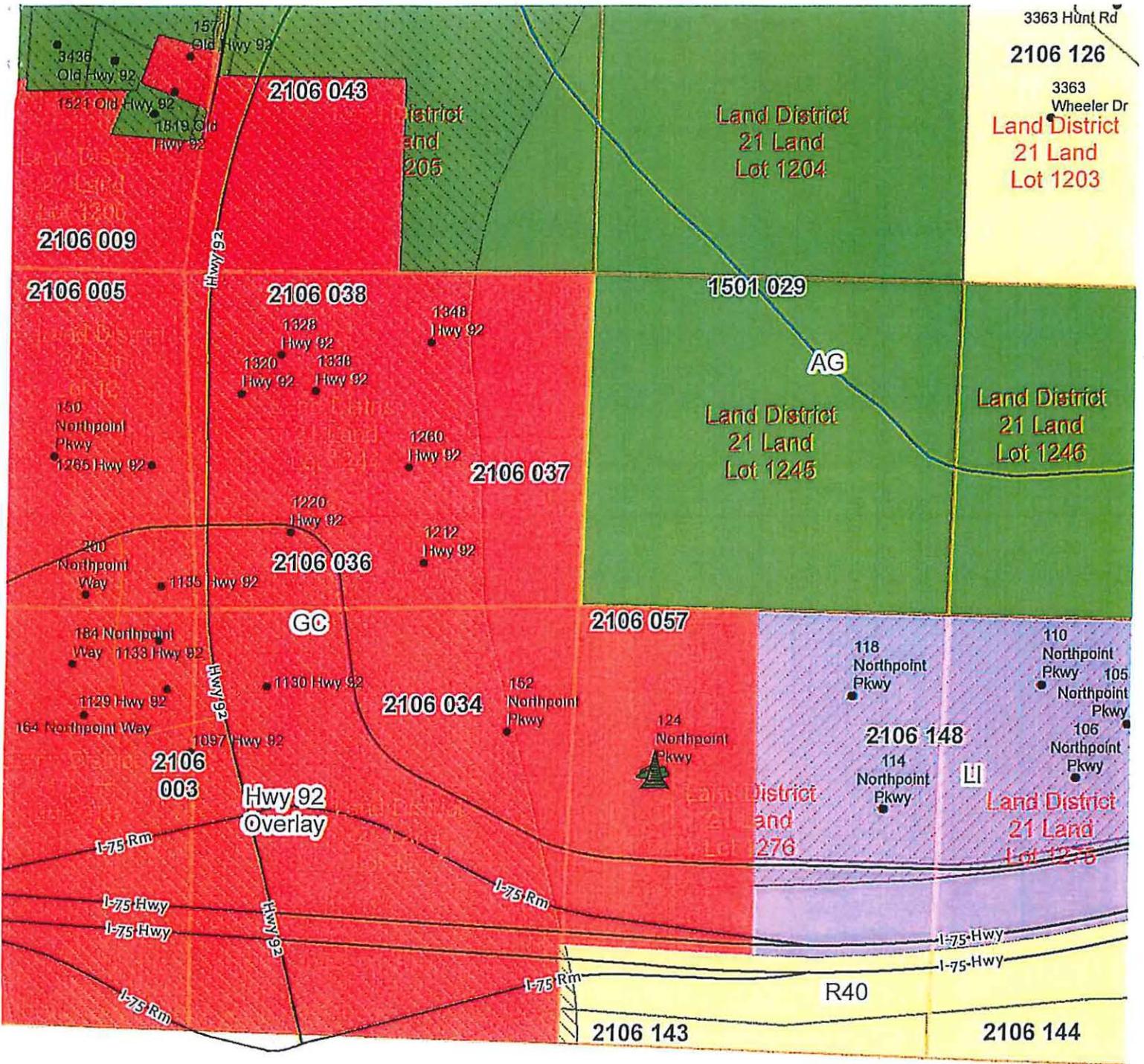
NO.	DESCRIPTION	DATE	BY
1	PREPARED	08/14/01	J. W. BROWN
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

Scale: AS SHOWN
 Drawn by: JWB
 Checked by: JWB
 Date: 08/14/01
 Project No.: 01-000000

**OUTDOOR DISPLAY
 AREA LOCATION EXHIBIT**

Cabela's
 NORTHPOINT PARKWAY
 CHEROKEE COUNTY, GEORGIA


**Kimley-Horn
 and Associates, Inc.**
 8. BUNN DRIVE, SUITE 400
 WASHINGTON, GEORGIA 30676
 TEL: (770) 833-8744





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: May 12, 2014

SUBJECT: Summary of May Zoning Cases

At the May 6, 2014 meeting the Planning Commission reviewed the following items:

Zoning Case:

CASE NUMBER	: 14-03-003
APPLICANT	: Dinton Investments, LLC
ZONING CHANGE	: R-80 and NC to GC
LOCATION	: 2920 and 2950 Cumming Highway
MAP & PARCEL NUMBER	: 14N29 - 026 and part of 025
ACRES	: 11.07
PROPOSED DEVELOPMENT	: Commercial/Retail
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Neighborhood Village
PLANNING COMMISSION RECOMMENDATION	: Approval of NC with following conditions:

- 1) Limit development to 57,000 square feet total
- 2) Adhere to all stream bank buffers
- 3) Provide 35 foot undisturbed buffer where property is adjacent to residential
- 4) No deliveries between 10 p.m. and 6 a.m.

CASE NUMBER	: 14-05-012
APPLICANT	: Ray Rutledge
ZONING CHANGE	: R-40 to GC
LOCATION	: Marietta Highway and Pinecrest Drive
MAP & PARCEL NUMBER	: 14N18C - 005
ACRES	: 1.48
PROPOSED DEVELOPMENT	: Restaurant
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Neighborhood Living
PLANNING COMMISSION RECOMMENDATION	: Approval



Cherokee County, Georgia Agenda Request

1.1

SUBJECT: SURPLUS COPIERS

MEETING DATE: May 20, 2014

SUBMITTED BY: Lynn Epps, Court Administrator

COMMISSION ACTION REQUESTED:

Surplus State Court copiers as follows:

Ricoh Aficio 3035, ID #10638767

Ricoh Aficio 3035, ID #10639239

FACTS AND ISSUES:

2 copiers purchased new in 2005 with State Court Technology Fund monies. While both machines are partially functioning neither work properly (lines down paper that cannot be corrected). Document feeders are not functional and replacement parts are no longer available for this model.

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:

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

SURPLUS PROPERTY TRANSFER FORM

Date: January 31, 2014

Transferred From: State Court (2300) 90 North Street Suite 170 & Suite 130 Canton, GA 30114	Transferred To:
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Ricoh Aficio 3035, ID #10638767	F	(Model year 2005)		✓ 2472
2	1	Ricoh Aficio 3035, ID #10639239	F	(Model year 2005)		✓ 2473
3						
4						
5	(Both machines are partially functional. Paper jams when using document feeder. Parts no longer avail.)					
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: <i>[Signature]</i> Title: <i>SPOL Specialist</i> Date: <i>1-31-2014</i>	Dept Property Coordinator Signature: <i>[Signature]</i> Title: <i>Court Administrator</i> Date:	Received By Signature: Title: Date:
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Cherokee County, Georgia Agenda Request

SUBJECT: Transport Services-Coroner's Office

MEETING DATE: 5/20/2014

SUBMITTED BY: Jerry Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider approval of Professional Services Agreement (PSA) between Cherokee County and In Their Honor Transports to provide transportation to serve the Coroner's Office as recommended by the Coroner in the amount of \$200.00 per transport, and \$2.00 per loaded mile over 50 miles.

FACTS AND ISSUES:

Refer to attached request by Earl W. Darby, Coroner

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve County Coroner's recommendation to award PSA to In Their Honor Transp01ts for the transport of human remains for the Coroner's Office in the amount of \$200 per transport, and \$2.00 per loaded mile over 50 miles.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

Jerry Cooper

From: Earl W. Darby
Sent: Sunday, April 27, 2014 10:49 AM
To: Jerry Cooper
Subject: Transport Services

Jerry

I would like to request that the Board of Commissioners please approve In Their Honor Transport as a approved vendor for the transport of Human remains for the Coroners office. They are a Cherokee County company and would be logistically better positioned to carry out the transports on a timely basis.

Thank You
Earl W. Darby Coroner

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

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as _____Transportation of human remains for Coroners Office _____; 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

Transport human remain for Coroner's office inside Cherokee County and to the state crime lab, or to location that is designated by Coroner or Deputy Coroner.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of Remove and transport of human remains.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before _____ . If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. 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 \$200.00 per transport, and \$2.00 per loaded mile over 50 miles, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon Flat rate _____ [**specify hourly rate, flat fee, or other basis**]_____.

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

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Don Ware, Jr. 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

(1) E-Verify Affidavit

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that 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. In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the

Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

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

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

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

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

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

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

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the Country *each* time that Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of

which is attached hereto as Exhibit "C", and submitted such affidavit to the County in person, electronically, or by mail. Further, Consultant verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Consultant's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

K. Records, Reports and Audits

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

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

M. Confidentiality

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

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

Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract

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

Q. Ownership of Work

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

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

Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to Cherokee County Morgue at Northside Hospital - Cherokee, in order for Consultant to complete the Work.

B. County's Representative

Earl Darby, County Coroner, 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 Cherokee County Coroner, or his designee for the County and Don Ware, Jr. for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

County Manager and Cherokee County Coroner
c/o Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Don Ware, Jr.

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by

employees and/or agents of CONSULTANT; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

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

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

CONSULTANT:



By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY



By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"
SAVE Affidavit

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

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

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

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

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

_____.

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

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

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
__ . DAY OF _____, 20 ____

NOTARY PUBLIC
My Commission Expires:



EXHIBIT "D"

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

PAGE

PAGE 20



Cherokee County, Georgia Agenda Request

SUBJECT: Memorandum of Agreement with
BridgeMill Community Association, Inc. for
Right-of-way Mowing and Maintenance along
Sixes Road and Bells Ferry Road

MEETING DATE: May 20, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of an Agreement between Cherokee County and BridgeMill Community Association, Inc. for Right-of-Way Mowing and Maintenance along Sixes Road and Bells Ferry Road.

FACTS AND ISSUES:

Cherokee County maintains and mows the roadway rights-of-way on Sixes Road, from Marble Quarry Road to Bells Ferry Road; and on Bells Ferry Road, from Staddle Bridge Avenue to Gold Mill Ridge.

BridgeMill would like the Sixes Road and Bells Ferry Road roadway rights-of-way maintained/mowed more frequently and more thoroughly than the County's standard maintenance/mowing schedule.

The County has contracted roadway right-of-way maintenance/mowing services on Sixes Road and Bells Ferry Road with a landscape contractor.

Per the agreement, BridgeMill agrees to reimburse the County for roadway right-of-way maintenance/mowing services on Sixes Road and Bells Ferry Road. Specifically:

1. Services will be performed for eight (8) months, April through November.
 2. Cost for monthly service billed to BridgeMill will be \$1,360 per month; April through October, and \$1,040 for the month of November.
 3. Total cost to BridgeMill will be \$10,560.00.
 4. County will bill BridgeMill each month, after it receives invoice from its contractor.
-

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

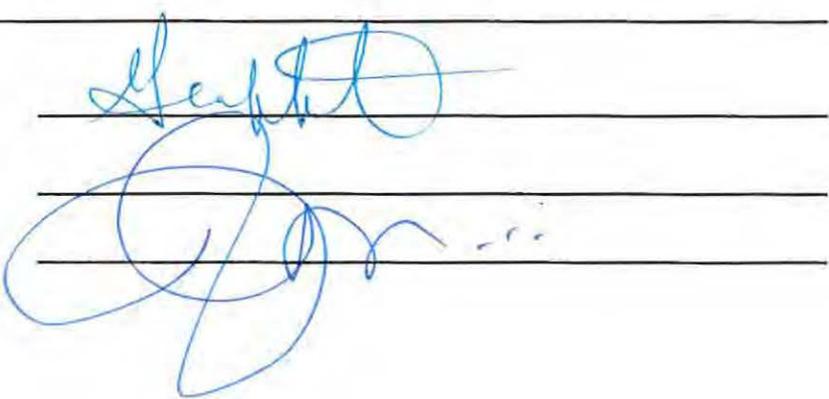
Approval of an Agreement between Cherokee County and BridgeMill Community Association, Inc. for Right-of-Way Mowing and Maintenance along Sixes Road and Bells Ferry Road.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



**STATE OF GEORGIA
COUNTY OF CHEROKEE**

**MEMORANDUM OF AGREEMENT
BETWEEN CHEROKEE COUNTY, GEORGIA AND
BRIDGEMILL COMMUNITY ASSOCIATION, INC.
FOR RIGHT-OF-WAY MOWING AND MAINTENANCE
ALONG SIXES ROAD AND BELLS FERRY ROAD**

THIS AGREEMENT entered into by Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the "County" and BridgeMill Community Association, Inc., hereinafter referred to as "BridgeMill."

WITNESSETH

WHEREAS, the County maintains/mows certain roadway rights-of-way, specifically on Sixes Road, from Marble Quarry Road to Bells Ferry Road; and on Bells Ferry Road, from Staddle Bridge Avenue to Gold Mill Ridge; and

WHEREAS, BridgeMill would like the Sixes Road and Bells Ferry Road roadway rights-of-way maintained/mowed more frequently and more thoroughly than the County's standard maintenance/mowing schedule; and

WHEREAS, the County has contracted roadway right-of-way maintenance/mowing services on Sixes Road and Bells Ferry Road with a landscape contractor; and

WHEREAS, BridgeMill agrees to reimburse the County for roadway right-of-way maintenance/mowing services on Sixes Road and Bells Ferry Road; and

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

1.

SERVICES; FEES

The County's contracted roadway right-of-way maintenance/mowing services are to be performed per the following specifications:

- **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.

The County's contracted roadway right-of-way maintenance/mowing services are to be billed to BridgeMill per the following schedule:

Roadway	MOWING Start – Stop	Road Length (Miles)	Cost Per Mowing (Ea)
Sixes Road	Marble Quarry Rd to Bells Ferry Rd	2.30	\$480.00
Bells Ferry Road	Staddle Bridge Ave to Gold Mill Ridge	2.00	\$200.00
Roadway	HERBICIDE/FERTILIZER Start – Stop	Road Length (Miles)	Cost Per Application (Ea)
Sixes Road	Marble Quarry Rd to Bells Ferry Rd	2.30	\$360.00
Bells Ferry Road	Staddle Bridge Ave to Gold Mill Ridge	2.00	\$0.00

1.1 Services will be performed for eight (8) months, April through November.

1.2 Cost for monthly service billed to BridgeMill will be \$1,360 per month; April through October, and \$1,040 for the month of November.

1.3 Total cost to BridgeMill will be \$10,560.00.

1.4 County will bill BridgeMill each month, after it receives invoice from its contractor.

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 one (1) year from the date of commencement, and shall automatically renew for additional periods of one (1) thereafter, unless otherwise terminated by the parties hereto, but in no event shall the term of this Agreement exceed five (5) years. Notwithstanding the above, either party may cancel, terminate or elect to not renew this Agreement, with or without cause, on sixty (60) days' written notice to the other party.

3.

ASSIGNMENT OR TRANSFER

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

4.

NOTICES

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

BridgeMill Community Association, Inc.:

Attn: On-site Property Manager
BridgeMill HOA
Access Management Group
3542 Sixes Road
Suite 108
Canton, Georgia 30114

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 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 execute 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

BridgeMill 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 BridgeMill's performance of its obligations under this Agreement. The County does hereby agree, to the extent, if any, allowed by law, to

indemnify and hold harmless BridgeMill, 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 12th day of MAY, 2014.

**BridgeMill Community
Association, Inc.**

Russell Caso

By: Russell Caso, President

Attest: Susan Rubin
(Seal) Vice President

Cherokee County, Georgia

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

Attest: _____
County Clerk (Seal)



Cherokee County, Georgia Agenda Request

SUBJECT: Design Services for Intersection Improvements MEETING DATE: May 20, 2014
East Cherokee Drive at Lower Union Hill Road

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a Professional Services Contract with URS Corporation, for updating the design plans for the East Cherokee Drive at Lower Union Hill Road intersection improvement project in the amount of \$9,000.00.

FACTS AND ISSUES:

The East Cherokee Drive at Lower Union Hill Road intersection improvement project was originally designed by URS Corporation in 2008. This proposal includes costs associated with updating the plans to current site conditions and also for updating the plans to current GDOT and EPD standards.

BUDGET:

Budgeted Amount:	\$2,250,000.00	Account Name: SPLOST – East Cherokee Drive
Amount Encumbered:	\$ 119,450.00	Account #: 62072
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 9,000.00	
Remaining Budget:	\$2,121,550.00	

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 a Professional Services Contract with URS Corporation, for updating the design plans for the East Cherokee Drive at Lower Union Hill Road intersection improvement project in the amount of \$9,000.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



March 20, 2014

Mr. Geoffrey E. Morton, P.E.
Public Works Agency Director
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

RE: Updated Plans for the Intersection Improvements of East Cherokee Drive at Lower Union Hill Road

Dear Geoff:

URS is pleased to submit this proposal and scope of services to update the plans for improvements to the intersection of East Cherokee Drive at Lower Union Hill Road. The following pages present our proposed scope of services and fee.

Should you have any questions or comments regarding any of the information in the proposal, please contact me at 678-808-8850.

Sincerely,
URS Corporation

A handwritten signature in black ink, appearing to read "Erick Fry".

Erick Fry, P.E.
Senior Project Manager

URS Corporation
400 Northpark Town Center
1000 Abernathy Road, NE
Suite 900
Atlanta, GA 30328
p. 678-808-8800
f. 678-808-8400
www.urscorp.com



Project Scope of Work

Update Construction Documents

URS will update the construction documents previously prepared by URS. The sections of the documents that will be updated include:

- A. Intersection Improvement Plans
 - 1. Cover sheet
 - 2. Standards and details
 - 3. Construction Plan sheets
 - 4. Signal Plans
 - a. Strain poles and loop detectors
 - b. Flashing yellow
 - 5. Erosion Control Plans
 - a. Including coordination with EPD reviews
 - 6. Update and verify Quantities
 - 7. QA/QC

Schedules

NTP

Modifications to Plans, included County Review (1 month from NTP)

Coordination with EPD (2 weeks from submittal)

Man-hour Estimate

Task	Manhour	
	Senior Eng	Junior Eng
Update Cover Sheet		1
Update Standards and Details		4
Update Construction Plan Sheets		2
Update Signal Plan	16	
Update Erosion Control Plan	8	16
Update Quantities	8	8
QA/QC	8	

Fee Estimate

The total cost for URS to complete this work will be \$9,000.00.

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 **URS Corporation**, a Nevada corporation, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as engineering design services to update plans for the East Cherokee Drive at Lower Union Hill Road intersection improvement project; 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

Updated plans for the intersection improvements at East Cherokee Drive and Lower Union Hill Road in Cherokee County, Georgia.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of, as described in more detail in Exhibit "A," attached hereto and incorporated herein by reference. (Proposal from URS Corporation, dated March 20, 2014.)

C. Schedule, Completion Date, and Term of Agreement

Consultant represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work, subject, however, to the standard of care set forth in Section IV.A of this Agreement. This Agreement shall commence as of the date first written above; and the Work shall be completed on or before June 30, 2014. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

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

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

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$9,000.00.

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

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

Consultant warrants that any Work performed by it under this Agreement shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same field under similar circumstances and conditions at the same time in the same or similar locality.

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, subject, however, to the standard of care set forth in Section IV.A of this Agreement, or for performing services under this Agreement in accordance with the applicable professional and industry standard of care.

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

Erick Fry, P.E. 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 resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement which fail to meet the standard of care set forth in Section IV.A of this Agreement. Consultant shall indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, and employees (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") claimed by third parties to the proportionate extent caused by the willful, negligent or tortious conduct of the Consultant, the Consultant's subcontractor(s), anyone directly or indirectly employed by the Consultant or Consultant's subcontractor(s) or anyone for whose acts the Consultant or Consultants subcontractor(s) 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 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, the Consultant's subcontractor(s), anyone directly or indirectly employed by the Consultant or Consultants subcontractor(s) or anyone for whose acts the Consultant or Consultant's subcontractor(s) 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 the Consultant's subcontractor(s) under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, 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, subject to the standard of care set forth in Section IV. A of the Agreement. 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, subject to the standard of care set forth in Section IV. A of the 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 certificates 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) Commercial 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 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 negligent errors, omissions, or 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) Not Used.
- (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) All certificates shall indicate the policy period.

(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 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 maintain 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 "B" and "C" (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 "B", 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 "C", 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 material 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 reasonably 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, subject to the standard of care set forth in Section IV.A of this Agreement, be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

O. Key Personnel

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

P. Authority to Contract

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

Q. Ownership of Work

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

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

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 URS Corporation, in order for Consultant to complete the Work.

B. County's Representative

Geoffrey E. Morton, P.E. 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. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Geoffrey E. Morton for the County and Erick Fry for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

Erick Fry, P.E.
URS Corporation
400 Northpark Town Center
1000 Abernathy Road, NE
Suite 900
Atlanta, Georgia 30328

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.

XIII. 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.

XIV. 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.

XV. SOVEREIGN IMMUNITY

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

XVI. 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

URS CORPORATION

John S. Oliver
By: _____ John S. Oliver
Its: _____ Vice President

[CORPORATE SEAL]

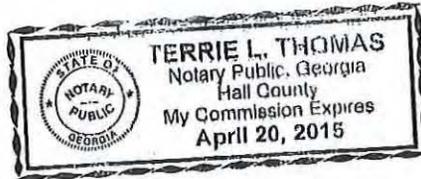
SIGNED, SEALED, AND DELIVERED
in the presence of:

[Signature]
Attest
[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires:

4/20/15



CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

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:

66814
Federal Work Authorization User Identification Number

1/2/08
Date of Authorization

URS Corporation
Name of Contractor
E. Cherokee Drive @ Lower Union Hill Road Int. Imp.
Name of Project

Cherokee County
Name of Public Employer

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

Executed on May 7th, 2014 in ATL (city),
GA (state).

[Signature]
Signature of Authorized Officer or Agent

John S. Oliver / Vice President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 7th DAY OF
May, 2014.

[Signature]
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

2/28/11

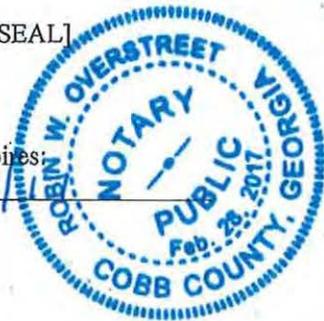


EXHIBIT "D"

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

Erick Fry, PE
Nick Castronova, PE
Hatem Aly, PE
Sean Pharr, PE
Jeff Henry, PE
Thao Nguyen, PE
Bernard (BJ) Martin
Rick Knoedler
Robert Goodwin
Amanda Summers
Joe Tiernan
Bridgett Nero
Larry Richardson
Travis McClam

Insurer Cancellation Terms

Named Insured: URS Corporation	Policy No. Various
-----------------------------------	-----------------------

Holder Name: Cherokee County Government (Public Works)

Cancellation Terms:

30 Days Notice of Cancellation will be provided by the carriers in accordance with the policy terms and conditions in the event the policies are canceled or non-renewed, for any reason other than non-payment of premiums.

Cancellation Terms Apply to the following coverages:

General Liability Workers Compensation

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/07/2014

NAME OF INSURED: URS Corporation

Additional Description of Operations/Remarks from Page 1:

Additional Information:

The Workers' Compensation coverage shown does not apply in monopolistic states.
In the States of ND, OH, WA and WY Workers' Compensation coverage is provided by the State Fund.
In those States, the below-referenced policies provide Stop-Gap Employers' Liability only.
Workers Compensation policies apply as indicated below:

National Union Fire Ins Co Pittsburgh, PA (NAIC# 19445100):
WC 015656173 - CA

Insurance Company Of The State Of PA (NAIC# 19429100):
WC 015656175 - MA, WI (Stop Gap - ND, OH, WA, WY)
WC 015656176 - AK, AL, AR, AZ, CO, DE, GA, ID, KS, KY, MD, MN, MO, MS, MT, NC, NH, NM, NV, NY,
OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV
WC 015656178 - ME

Illinois National Ins Co (NAIC# 23817001):
WC 015656174 - FL
WC 015656177 - CT, DC, HI, IA, IL, IN, LA, MI, NE, NJ



Cherokee County, Georgia
Agenda Request

SUBJECT: Holly Springs Park

MEETING DATE: May 20, 2014

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

COMMISSION ACTION REQUESTED: Approval to award the construction contracts to the lowest responsible bidder, with the most responsive bid proposal for construction of the new Holly Springs Park, to **BM&K Construction Inc., in the total amount of \$1,157,620.78**; for acceptance of the base bid proposal amount of \$1,007,986.00, inclusive of all five (5) Unit Prices and two (2) Allowances, and Add Alternate No. 2 in the amount of \$134,059.20 for Playground Equipment manufactured by Southern Playgrounds and Add Alternate No. 4 in the amount of \$15,575.58 for the Irrigation System. A **contingency account** (to be controlled by Cherokee County Capital projects) **in the amount of \$125,000.00** is also requested. **Total amount requested for BOC approval: \$1,282,620.78.**

FACTS AND ISSUES: In accordance with procurement requirements of the County, on April 8, 2014, eight (8) construction bid proposals were submitted to the County Procurement Department from interested bidders/contractors attending the mandatory pre-bid conferences for the New Holly Springs Park project, County RFP #2014-22. **A copy of the bid tabulation is attached.** The landscape architect/engineer for this project is Foresite Group.

Unit prices were also requested for rock excavation and for excavation and replacement of unsuitable soils. Two Allowances are also included in the base bid amount for payment by the Contractor for electrical service and for water and sewerage connections by CCWSA. All unit prices and allowances are included in the base bid contract sum amount submitted by the Bidders/Contractors. Four (4) Additive Alternates were also requested for playground equipment.

The above recommended construction total contract award to BM&K Construction, Inc. in the amount of \$1,157,620.78 includes the respective base bid in the amount of \$1,007,986.00, all Unit Prices and both Allowances for electrical and water/sewer connection fees (in the total amount of \$35,000.00) AND Add Alternate No. 2 in the amount of \$134,059.20 for Playground Equipment manufactured by Southern Playgrounds, and Add Alternate No. 4 in the amount of \$15,575.58 for the Irrigation System, as set forth by the attached Bid Tabulation.

At its regular meeting of **Monday, May 5, 2014, the Holly Springs City Council voted to accept** the base bid submitted by BM&K Construction Inc., and selected Add Alternate No. 2 in the amount of \$134,059.20 for Playground Equipment manufactured by Southern Playgrounds and Add Alternate No. 4 in the amount of \$15,575.58 for the Irrigation System. The total costs as recommended above for the proposed New Park for Holly Springs for the base bid, unit prices, Allowances and selected add alternate, and the recommended contingency of \$125,000.00, fall within the budget established for award of the construction contract. No additional funding is required by/from the City of Holly Springs for this project.

Because BM&K provides engineering support and plan review for the City of Holly Springs, the City has agreed that should any issues arise during construction that would have required a review by BM&K under the agreement with the City, the City shall retain/engage a separate engineering firm, or request the County to provide, to provide such possible engineering review.

BUDGET:

Budgeted Amount:	\$1,500,000.00	Account Name: Holly Springs
Amount Encumbered:	\$ 20,916.35	Account #: PR 116
Amount Spent to Date:	\$ 109,807.74	
Amount Requested:	\$1,282,620.78	
Remaining Budget:	\$ 86,655.13	

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

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

ADMINISTRATIVE RECOMMENDATION: Approval to award the construction contracts to the lowest responsible bidder, with the most responsive bid proposal for construction of the new Holly Springs Park, to **BM&K Construction Inc., in the total amount of \$1,157,620.78**; for acceptance of the base bid proposal amount of \$1,007,986.00, inclusive of all five (5) Unit Prices and two (2) Allowances, and Add Alternate No. 2 in the amount of \$134,059.20 for Playground Equipment manufactured by Southern Playgrounds and Add Alternate No. 4 in the amount of \$15,575.58 for the Irrigation System. A **contingency account** (to be controlled by Cherokee County Capital projects) **in the amount of \$125,000.00** is also requested. **Total amount requested for BOC approval: \$1,282,620.78.**

REVIEWED BY:

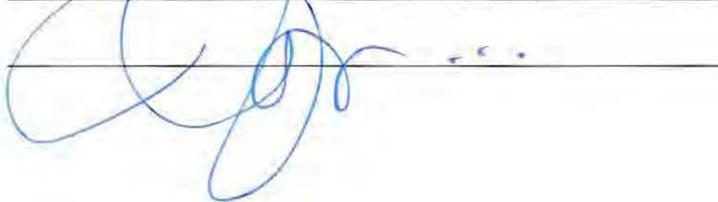
DEPARTMENT HEAD:



AGENCY DIRECTOR:



COUNTY MANAGER:



BID TABULATION FORM

PROJECT: **HOLLY SPRINGS: NEW PARK**

BID DATE: **April 8, 2014** BID TIME: 2:00 PM

BIDDER/CONTRACTOR	BID BOND	ADD REC'D	BASE BID AMOUNT	UNIT PRICE NO. 1 LUMP SUM AMOUNT	UNIT PRICE NO. 1: COST PER UNIT	UNIT PRICE NO. 2 LUMP SUM AMOUNT	UNIT PRICE NO. 2: COST PER UNIT	UNIT PRICE NO. 3 LUMP SUM AMOUNT	UNIT PRICE NO. 3: COST PER UNIT	UNIT PRICE NO. 4 LUMP SUM AMOUNT	UNIT PRICE NO. 4: COST PER UNIT	UNIT PRICE NO. 5 LUMP SUM AMOUNT	UNIT PRICE NO. 5: COST PER UNIT	ADD ALTERNATE NO. 1: GAMETIME PLAYGRND	ADD ALTERNATE NO. 2: SOUTHERN PLAYGRND	ADD ALTERNATE NO. 3: LANDSCAPE STRUCTURES PLAYGRND	ADD ALTERNATE NO. 4: IRRIGATION SYSTEM	ADD ALTERNATE NO. 5: MIRACLE PLAYGRND	E-VERIFY FORM	NON-INFLUENCE AFFIDAVIT	CERT TO PROVIDE P&P BONDS	CERT COMPANY ORG	CONTRACTOR LICENSE CERT	PERMIT AGENT FORM	CERT CONTRACT REVIEW ACCEPTANCE
	Y/N	5	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Ed Castro Landscape	Y	Y	1,395,330.00	10,975.00	21.95	24,390.00	48.78	\$ 4,705.00	\$ 9.41	\$ 28,240.00	\$ 28.24	\$ 41,180.00	\$ 41.18	127,265.00	171,000.00	165,670.00	17,750.00	161,435.00	N	Y	Y	Y	Y	Y	Y
CRS Building	Y	Y	1,115,000.00	10,000.00	20.00	24,000.00	48.00	\$ 5,500.00	\$ 11.00	\$ 18,000.00	\$ 18.00	\$ 28,000.00	\$ 28.00	88,000.00	144,600.00	153,800.00	6,500.00	149,900.00	Y	Y	Y	Y	Y	Y	Y
Tri Scapes	Y	Y	1,223,310.00	15,000.00	30.00	16,250.00	32.50	\$ 17,500.00	\$ 35.00	\$ 30,000.00	\$ 30.00	\$ 40,000.00	\$ 40.00	125,000.00	145,000.00	152,000.00	23,000.00	150,000.00	Y	Y	Y	Y	Y	N	Y
Vertical Earth (Johnson Landscape)	Y	Y	1,184,976.00	500.00	1.00	2,500.00	5.00	\$ 500.00	\$ 10.00	\$ 15,000.00	\$ 15.00	\$ 24,000.00	\$ 24.00	101,160.00	145,616.00	111,159.00	15,616.00	150,940.00	Y	Y	Y	Y	Y	Y	Y
Astra Group	Y	Y	1,415,000.00	12,500.00	25.00	31,000.00	62.00	\$ 9,000.00	\$ 18.00	\$ 34,000.00	\$ 34.00	\$ 60,000.00	\$ 60.00	90,000.00	138,000.00	148,000.00	17,500.00	144,000.00	Y	Y	Y	Y	Y	Y	Y
Abatech	Y	Y	1,597,925.00	3,750.00	7.50	37,500.00	75.00	\$ 15,000.00	\$ 360.00	\$ 15,000.00	\$ 15.00	\$ 50,000.00	\$ 50.00	100,794.00	165,472.00	176,023.00	18,071.00	171,522.00	Y	Y	Y	Y	Y	Y	Y
BM&K	Y	Y	1,007,986.00	8,500.00	17.00	13,500.00	27.00	\$ 17,500.00	\$ 35.00	\$ 32,500.00	\$ 32.50	\$ 37,580.00	\$ 37.58	97,864.97	134,059.20	151,136.69	15,575.58	138,960.87	Y	Y	Y	Y	Y	Y	Y
Georgia Development	Y	Y	1,117,127.37	9,520.00	19.04	19,600.00	39.20	\$ 8,400.00	\$ 16.80	\$ 5,600.00	\$ 5.60	\$ 44,580.00	\$ 44.58	95,340.75	148,263.36	166,640.69	14,392.00	145,646.60	Y	Y	Y	Y	Y	Y	Y

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

AVERAGE	1,257,082	8,843	18	21,093	42	9,763	62	22,293	22	40,668	41	103,178	149,001	153,054	16,051	151,551
LOW	1,007,986.00	500.00	1.00	2,500.00	5.00	500.00	9.41	5,600.00	5.60	24,000.00	24.00	88,000.00	134,059.20	111,159.00	6,500.00	138,960.87
HI	1,597,925.00	15,000.00	30.00	37,500.00	75.00	17,500.00	360.00	34,000.00	34.00	60,000.00	60.00	127,265.00	171,000.00	176,023.00	23,000.00	171,522.00



Cherokee County, Georgia Agenda Request

SUBJECT: Design Services Proposal for
Revisions to Earney Road Plans

MEETING DATE: May 20, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a proposal from American Engineers, Inc., for revisions to the Earney Road project in the total amount of \$69,315.00.

FACTS AND ISSUES:

American Engineers, Inc. prepared the design plans for Earney Road in 2003. The roadway design plans were completed in 2004, but the project was never constructed due to limited funds. Right-of-way was acquired in accordance with the original design plans.

Recently, the Roads & Bridges Division has reviewed the plan and determined that this project is a good candidate for reconstruction with in-house forces. However, in order to reduce impacts to individual driveways and existing utilities, several plan revisions to the roadway typical section were identified so as to make the project better fit the area. These revisions have been reviewed in the field with the design engineer.

This proposal includes the additional survey and design services required to update the plans in accordance with the recent field plan review.

The proposal also includes updating the erosion control plans to meet current regulations and to design a permanent sediment pond to protect an adjacent lake that accepts the runoff from the roadway.

BUDGET:

Budgeted Amount:	\$1,250,000.00	Account Name:	SPLOST – Contingency
Amount Encumbered:	\$ 748,984.78	Account #:	
Amount Spent to Date:	\$ 0.00		
Amount Requested:	\$ 69,315.00		
Remaining Budget:	\$ 431,700.22		

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval of a proposal from American Engineers, Inc., for revisions to the Earney Road project in the total amount of \$69,315.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Mr. Geoffrey Morton, PE
Public Works Agency Director
Cherokee County
1130 Bluffs Parkway
Canton, GA 30114

April 30, 2014

RE: Earney Road

Dear Geoff:

This letter outlines our understanding of the professional engineering services required for the above referenced project.

AEI Items:

1. Project Management duties, including attending meetings, phone conversations, initial site visit walk through with design team and survey staff, etc.
2. Provide field survey of obscured area for proposed sediment basin + survey property lines near basin. Process survey into existing database.
3. Site visit to sketch marked utilities on 11x17. Draft existing utilities as marked through entire corridor.
4. Revise mainline plans from Falling Water Way (Station 60+50) to Kuykendall Drive (Station 84+00) from rural roadway to urban roadway.
5. Provide urban drainage design for 0.50-miles + drainage profiles and spread calculations.
6. Adjust mainline cross sections + disturbed limits in plan view.
7. Adjust 26 driveway profiles & plan based upon valley gutter.
8. Design proposed sediment basin at outfall based upon 25-year storm. If not feasible, design basin to a 10-year storm.
9. Update typical sections to account for urban shoulder.
10. Prepare 2014 3 staged Erosion Control Plans per EPD regulations.
11. Provide QC/QA of set of plans + final site walk through.
12. Submit final plans to County for review. Revise set of plans based upon County's review.
13. Revise Erosion Control Plans per EPD comments.

Fee:

Total = \$69,315.00

If you have any questions, concerns or require additional information regarding this proposal, please do not hesitate to contact our office. We look forward to working with Cherokee County on this project.

Sincerely,

AMERICAN ENGINEERS, INC.

A handwritten signature in blue ink that reads "Tom Fravel".

Tom Fravel, P.E.
Project Manager

Geoff Morton

From: Stephen A. Dobson
Sent: Thursday, March 20, 2014 2:00 PM
To: Geoff Morton
Cc: Cliff Harden
Subject: Earney Road Project
Attachments: Earney Rd pg5 Mark up.png; Earney Rd pg6 Mark up.png

Geoff,

I have attached 2 pages of the Earney Road project plans that have been marked up for proposed changes. We looked at this particular section to reduce the impact to utility relocation and grading in these areas. Also, could we consider a possible detention facility and existing elevation profile at the lake on the Kuykendall property? Please let me know what you think or if you have any questions.

Thanks,

Stephen Dobson
Pavement Manager

sadobson@cherokeega.com

Cherokee County Roads and Bridges
403 Chattin Drive, Canton, GA 30115
770-345-5842 office



STA 65+10.73 FARNBY RD -
STA 10+00 HILL CREST RD

(50)

WILLIAM GARRETT &
FRANCIS OWENS

(52)
CITIBANK, N.A.

STA 71+56.35
BEGIN S.E.

(58)

MARTHA J. COFER
WILLIAM M. &

(61)
WOODROW & LOUISE
WILSON

RECONSTRUCT EXIST.
MANHOLE, REMOVE ELE
OF EXIST. 18IN PIPE AND
HEADWALL

RECONSTRUCT EXIST.
CATCH BASINS AND
ADJUST TO GRADE.
REV. EXIST CS6

STA 70+39.35
END N.C.

*REMOVE PROP
PIPE*

OPEN DITCH

70+00

*END 24"
C&G - 74*

STA 65+10.73
END S.E.
72.75
L.S. E. (44)
PRETT &
OWENS

PI 64+12.06
65+00

72.75
7+100'

REG'D ROW
577.76
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562.20

REG'D ROW
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40' 50'
60'

PROP. 24" C&G
TO PREVENT RELEAS
OF GAS VOLUME
(48)
CHRISTOPHER M.
BETTY J.
FARMER

(49)
CURT E. GARREN

LIMITS OF CONST.
HILL CREST ROAD
STA. 10+45.40

40.
OF-WAY

CONSTR. CENTERLINE
FOR: C507
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N 1503644.14
E 2232123.85
DELTA: 08°33'13"
DEGREE: 01°54'35"
TAN: 224.35
LENGTH: 447.86
RADIUS: 3000.00
PC: 66+87.71
PT: 71+35.58
TRANS. LENGTH: N/A
SUPER ELEV. RATE: NC

10 SY RIP RAP TYPE 3
10 SY PLASTIC
FILTER FABRIC
12" DEPTH
N 1503670.95
E 2232015.00

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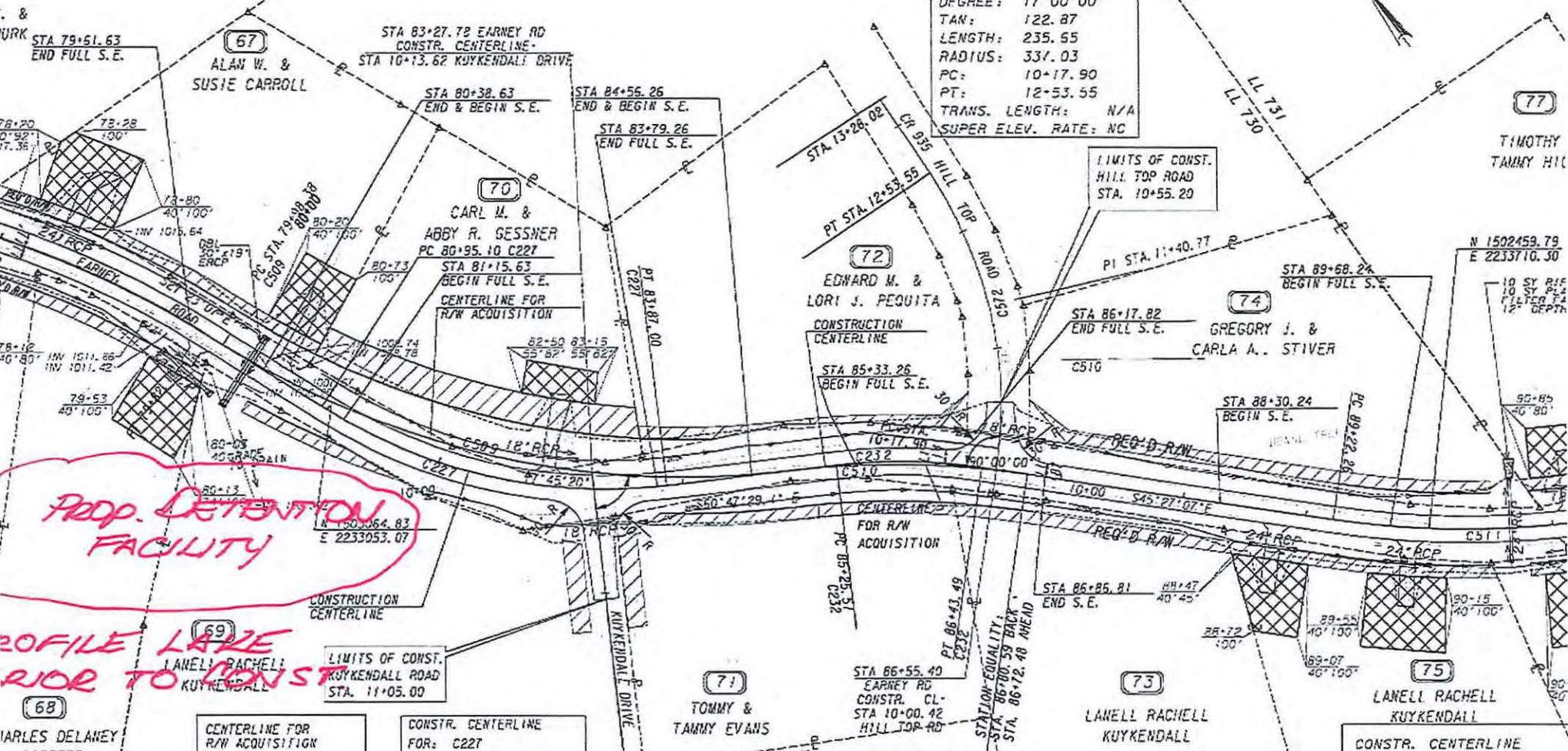
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CONSTR. CENTERLINE
FOR: C572
PI STA.: 11+40.77
N 1502807.59
E 2233550.86
DELTA: 40°03'36"
DEGREE: 17°00'00"
TAN: 122.87
LENGTH: 235.55
RADIUS: 337.03
PC: 10+17.90
PT: 12+53.55
TRANS. LENGTH: N/A
SUPER ELEV. RATE: NC

LIMITS OF CONST.
HILL TOP ROAD
STA. 10+55.20



PROP. DETENTION FACILITY

PROFILE LAKE PRIOR TO CONST.

CENTERLINE FOR R/W ACQUISITION FOR: C509
PI STA.: 82+47.09
N 1502924.82
E 2233099.93
DELTA: 39°24'27"
DEGREE: 08°15'00"
TAN: 248.72
LENGTH: 477.57
RADIUS: 694.49
PC: 79+98.38
PT: 84+76.04
TRANS. LENGTH: N/A
SUPER ELEV. RATE: N/A

CONSTR. CENTERLINE FOR: C227
PI STA.: 82+47.09
N 1502924.82
E 2233099.93
DELTA: 39°24'19.8"
DEGREE: 13°30'00"
TAN: 151.98
LENGTH: 291.89
RADIUS: 424.41
PC: 80+95.10
PT: 83+87.00
TRANS. LENGTH: 77
SUPER ELEV. RATE: 4.00%

CENTERLINE FOR R/W ACQUISITION FOR: C510
PI STA.: 85+77.17
N 1502754.10
E 2233405.29
DELTA: 15°20'26"
DEGREE: 08°00'00"
TAN: 95.45
LENGTH: 191.76
RADIUS: 716.20
PC: 84+80.72
PT: 86+72.48
TRANS. LENGTH: N/A
SUPER ELEV. RATE: N/A

CONSTR. CENTERLINE FOR: C232
PI STA.: 85+84.86
N 1502754.10
E 2233405.29
DELTA: 15°20'18.4"
DEGREE: 13°00'00"
TAN: 59.35
LENGTH: 117.99
RADIUS: 440.74
PC: 85+25.51
PT: 86+43.49
TRANS. LENGTH: 77
SUPER ELEV. RATE: 4.00%

CONSTR. CENTERLINE FOR: C511
PI STA.: 91+21.62
N 1502371.37
E 2233794.12
DELTA: 31°06'45"
DEGREE: 08°00'00"
TAN: 199.38
LENGTH: 388.91
RADIUS: 716.20
PC: 89+22.24
PT: 93+11.15
TRANS. LENGTH: 138
SUPER ELEV. RATE: 4.00%

(68) CHARLES DELANEY COFFEER

(69) LANELL RACHELL KUYKENDALL

LIMITS OF CONST. KUYKENDALL ROAD STA. 11+05.00

(71) TOMMY & TAMMY EVANS

STA 86+55.40 EARNEY RD CONSTR. CL. STA 10+00.42 HILL TOP RD

(73) LANELL RACHELL KUYKENDALL

(75) LANELL RACHELL KUYKENDALL

N 1502459.79 E 2233710.30

10 SY RIF 10 SY PL 2 FILTER PA 12" DEPTH

90+85 40'80"

90+20

90+20

90+20

90+20

90+20

90+20



Cherokee County, Georgia Agenda Request

SUBJECT: East Rope Mill Road Improvement Project MEETING DATE: May 20, 2014
Georgia Power Relocation Agreement
Update to Agreement Approved in October 2013

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of an updated Utility Relocation Agreement with Georgia Power Company in the amount of \$82,330.00 to relocate three (3) power poles that are in conflict with the East Rope Mill Road Improvement Project.

FACTS AND ISSUES:

In order to complete the minor widening and shoulder work on East Rope Mill Road and to satisfy agreements for donated right-of-way, Georgia Power Company is to relocate their facilities that are in conflict with the proposed roadway improvements and are now located outside of the County's right-of-way.

Per this agreement Cherokee County will reimburse Georgia Power Company for the exact costs to perform the work in an amount no greater than \$82,330.00.

This agreement will replace the agreement approved by the Board of Commissioners on October 15, 2013.

Georgia Power was unable to negotiate guide wire easements from several property owners and, therefore, had to re-route the utility lines. This agreement reflects the costs associated with the revised route.

BUDGET:

Budgeted Amount:	\$100,000.00	Account Name: Utility Relocations
Amount Encumbered:	\$ 0.00	Account #: 64013
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 82,330.00	
Remaining Budget:	\$ 17,670.00	

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 an updated Utility Relocation Agreement with Georgia Power Company in the amount of \$82,330.00 to relocate three (3) power poles that are in conflict with the East Rope Mill Road Improvement Project.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

April 7, 2014

Jim Hitt
Utility Coordinator
Engineering
130 East Main Street, Suite 106
Canton, Georgia 30114

RE: **PI#L2912 East Rope Mill Lane**

Mr. Hitt,

Attached are two (2) copies of the New Relocation Agreement between Georgia Power Company and Cherokee County for the above referenced project.

Please sign and return both copies to the address below:

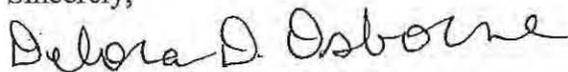
Georgia Power Company
Attn: Dee Osborne
829 Jefferson Street
BIN 39066
Atlanta, GA 30318

After they have been executed by Georgia Power Company we will mail you a copy.

Both the total estimated cost for relocation and the Payment Amount are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, the County executes and returns the enclosed Relocation Agreement and authorizes commencement of the work. Work must commence within 6 months of the executed relocation agreement.

If you have any questions, please contact Mike Watkins at 706-235-4934.

Sincerely,



Delora (Dee) Osborne
404-506-4497
x2osborn@southernco.com

Attachments

UTILITY RELOCATION AGREEMENT

PROJECT NAME: East Rope Mill Lane
PROJECT NUMBER: L2912
GDOT PROJECT NUMBER: CPR-403-1(057)-C1

THIS AGREEMENT is made and entered into as of the ___ day of _____, 20___, by and between COUNTY of CHEROKEE, State of Georgia (hereinafter referred to as the "County"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

WITNESSETH:

WHEREAS, the County proposes under the above written Project to construct East Rope Mill Lane (hereinafter referred to as the "Project");

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility");

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. THE WORK.

1.1 Company Facilities.

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 Road Right-of-Way.

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 Traffic Control.

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

Section 2. COSTS AND PAYMENT.

2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Estimate"). The amount of the Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Prior Rights Claim") is **NINETY SIX THOUSAND, FOUR HUNDRED EIGHTY THREE Dollars (\$96,483.00)**, which amount includes and is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to **EIGHTY FIVE AND THIRTY THREE ONE HUNDREDTHS percent (85.33%)** of the actual Relocation Costs. **\$ 82,370.00**

2.2 Improvements and Betterments.

The remaining amount of the Estimate, if any, is comprised of improvements and/or betterments and shall not be subject to the percentage split contemplated in Section 2.1 above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

2.3 Progress Payments.

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

2.4 Change in Scope.

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 3. PRIOR RIGHTS DETERMINATION.

3.1 If Company determines it has a compensable property interest with respect to the Project, Company will submit a Prior Rights Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Prior Rights Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Prior Rights Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in

any manner. If County does not thereafter make a determination regarding the Prior Rights Claim within six (6) months from the date of County's receipt of same, the Prior Rights Claim will be deemed approved by County.

Section 4. DISPUTE RESOLUTION.

4.1 Disagreement.

If Company disagrees with County's determination with regard to the Prior Rights Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

4.2 Dispute Notice.

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 Mediation.

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5. VERIFICATION.

5.1 Material Discrepancy.

For purposes of this Section 5, "Verification" means that County has reasonably determined that there is a material discrepancy between Company's invoiced charges and County's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 Audit.

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company's business activities and subject to Company's reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company's Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6. COUNTY AS PARTY.

County acknowledges that this Agreement is "proprietary" in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not "governmental" or "legislative," as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

Section 7. MISCELLANEOUS PROVISIONS.

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:

County of Cherokee GEORGIA

By: _____

By: _____

Title: _____

Chairman, Board of Commissioners

Witness: _____

(SEAL)

Notary: _____ (SEAL)

Approved as to Form by:

County of Cherokee Department of Transportation

ATTEST:

GEORGIA POWER COMPANY

By: _____

By: _____

Title: _____

Title: Distribution Resource Manager

Witness: _____

Date: _____

Notary: _____ (SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]

Job Estimating & Tracking System - JETS
FACE SHEET REPORT

Georgia Power Company
Distribution Work Order
Type Construction: OH/UG

Date: 08-Apr-2014 08:09:42 AM

Headquarters	: CENTRALIZED DISTR. SVCS	W.O. Number	: GP892H07913
Rep Allow	: No	P.E.	: 7030 01 WR# :
Customer	: CHEROKEE DOT - PI L2912 OH	Job Reference	: 1039813
Address	: L2912 OH - EAST ROPE MILL RD	Job Type	: H-HIGHWAY RELOCATIONS OH / UD
Town	: WOODSTOCK	Type Customer	: DOT PROJECTS OH/UD REIMBURSIBLE & NON
Home Phone	:	Blanket	: No
Map Number	: W1-348-1416	Substation	: HOLLY SPRINGS 115/25
Estimate Name	: CONSTRUCTION 3/8/14	Circuit	: A9922-CPX
Date Last Est	: 13-MAR-2014	Charge Account	: H07913-GP892-300-00000
Engineer	: WATKINS, MICHAEL T.	Credit Account	: H07913-GP892-300-99992
Committed Service Date	: 29-JUL-2014	CSS Bill Acct#	:

Job Description : Relocated 3 poles at request of Cherokee County. Poles were not in conflict with road project but county wishes to have poles relocated to other side of road.

Driving Directions :

Permits/Notification(s) :

Total Estimated External Charges Included Below:

			\$0	
Billing:	Fixed	Joint Use	Out Of Ratio	Customer Contribution
	\$0	\$0	\$0	\$0

MANHOURS:	Onsite	Travel	Headquarters	Total
Company	407.89	61.31	20.45	489.65
Contractor	63.01	8.44	2.82	74.27
			Total Estimated:	563.92

Labor Multiplier : 1.25 **Comment :** ROAD RELOCATION PROJECT
Travel : 0.00 **HQ :** 0.00 **EOH Labor :** 0.00 **EOH Matl :** 0.00

Cost Summary	Plant	Transformers	Meters	Maint	Removal	Total
Company Labor	\$15,115	\$0	\$0	\$2,731	\$9,814	\$27,660
Contract Labor	\$18,364	\$0	\$0	\$0	\$456	\$18,820
Company Material	\$4,768	\$0	\$0	\$0	\$0	\$4,768
Contractor Material	\$0	\$0	\$0	\$0	\$0	\$0
Company Equipment	\$7,558	\$0	\$0	\$1,366	\$4,907	\$13,831
Contractor Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Engr Supv OH	\$25,192	\$0	\$0	\$0	\$8,347	\$33,539
Subtotal	\$70,997	\$0	\$0	\$4,097	\$23,524	\$98,618
Blanket						\$0
Salvage	\$1,093	\$1,042	\$0	\$0	\$0	\$2,135
Total	\$69,904	(\$1,042)	\$0	\$4,097	\$23,524	\$96,483

Total WO Bill : \$0

Total Net Cost : \$96,483

Rate : **Revenue :** \$0 **Total Ratio :** 0.00 **ROE :** 0.00
Loc Cost : \$0 **Local Ratio :** 0.00 **Net Present Val :** 0

TVM Amount : \$0 **CPS Amount :** \$0 **Sales Tax :** \$0 **Profit :** \$0

Total Bill Amount : \$0

Approvals	Date	Completed By	Date
------------------	-------------	---------------------	-------------

Auth : JEFFRIES, JON D. **25-SEP-2013**

Close :

Date : 08-Apr-2014 08:09 AM

Work Location Summary Report

Job Ref # : 1039813

ALL LOCATIONS

Applicant Name : CHEROKEE DOT - PI L2912 OH

Work Order # : GP892H07913

Estimate Name : CONSTRUCTION 3/8/14

Job Address : L2912 OH - EAST ROPE MILL RD

Estimate Description : TOTAL COST OF RELOCATION WITH SWITCH BEING TRANSFERRED.

Work Function	Special Processing	Local Cost	Unit Identification	Qty	Ret Ind	Description	Contractor Name
*** Work Location : 5.00							
Description :							
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 25	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 25	
		Energized : Y	Inaccessible : Y	Rock/Swamp : N		Est Co ManHour : 83.84	Est Cont ManHours : 30.00
INSTALL	NONE		FLAGGINGCONTTA10	20	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE		OHFLAGTRAFF	10	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE		PN33974/OC	80	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
INSTALL	NONE		PS397	3	N	OVERHEAD PRI SPLICE FOR 397MCM ACSR	
INSTALL	NONE		PS4/0	1	N	OVERHEAD PRI SPLICE FOR #4/0 ACSR	
INSTALL	NONE		SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE		SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	
INSTALL	NONE		SWITCHINGOH	5	N	SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR)	
INSTALL	TRANSFER		PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B-9445)	
REMOVE	NONE		G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
REMOVE	NONE		PN33971/OC	80	Y	3PH PRI-NEUTRAL (3-397ACSR&1-1/0ACSR)	
REMOVE	NONE		SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	
REMOVE	TRANSFER		PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B-9445)	
*** Work Location : 6.00							
Description :							
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 25	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 25	
		Energized : Y	Inaccessible : Y	Rock/Swamp : N		Est Co ManHour : 20.98	Est Cont ManHours : 0.00
REMOVE	EXCLUDE STAT		S1/0TPAC	120	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY	
REMOVE	NONE		G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
REMOVE	NONE		PL405G	1	Y	POLE WOOD CCA 40 FT CLASS 5 W' GROUND	
REMOVE	NONE		PN31/01/OC	40	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-1/0ACSR)	
REMOVE	NONE		PN33974/OC	65	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
REMOVE	NONE		PND3STL6	1	N	PRI & NEUTRAL DEADEND 3 PH W' 6FT STL ARM	
REMOVE	NONE		SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

*** Work Location : 7:00

Description :
 Inst Dsgn Volt Num : 25 Inst Op Volt Num : 25 Rmv Dsgn Volt Num : 25 Rmv Op Volt Num : 25
 Energized : Y Inaccessible : Y Rock/Swamp : N Est Co ManHour : 72.25 Est Cont ManHours : 4.50

INSTALL	NONE	FLAGGINGCONTTA10	3	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	G11HIG	4	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
INSTALL	NONE	PL502G	1	Y	POLE WOOD CCA 50 FT CLASS 2 W' GROUND	
INSTALL	NONE	PN33974/OC	97	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
INSTALL	NONE	PND3STLTUB6	2	N	PRI & NEUTRAL DEADEND 3 PH W' 6FT 8IN TUBULAR STEEL ARM	
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE	TSWITCHING3PH	3	N	SWITCHING- LABOR TO ISOLATE 3 PH SPAN OF CABLE	
INSTALL	TRANSFER	PN31/01/OC	59	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-1/0ACSR)	
REMOVE	TRANSFER	PN31/01/OC	59	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-1/0ACSR)	

*** Work Location : 8:00

Description :
 Inst Dsgn Volt Num : 25 Inst Op Volt Num : 25 Rmv Dsgn Volt Num : 25 Rmv Op Volt Num : 25
 Energized : Y Inaccessible : Y Rock/Swamp : N Est Co ManHour : 29.28 Est Cont ManHours : 0.00

REMOVE	ABANDON	PLGR	1	N	POLE-1 GROUND ROD AND CLAMP *****NO WIRE *****	
REMOVE	EXCLUDE STAT	S1/0TPAC	95	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY	
REMOVE	NONE	G11HIG	3	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
REMOVE	NONE	PL404GW	1	Y	POLE 40 - 4 W' GROUND WIRE	
REMOVE	NONE	PLCUT	1	N	TOP ANY SIZE POLE TO MAKE SHORTER POLE	
REMOVE	NONE	PN33974/OC	110	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
REMOVE	NONE	PNT3CTS	1	N	P&N TAN 3 PH W/ PTP & 2 POST BKT & CT	
REMOVE	NONE	SCONNOH	1	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE	
REMOVE	NONE	SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE	SR11/0	1	N	SEC RISER 1 XFMR 37.5KVA AND SMALLER-WP CU #1/0 7STR	
REMOVE	NONE	TA25	1	Y	TRANSF ASSY 1 PH 1- 25 KVA 120/240V CPT W/CO & LA BKT & FUUSE	
REMOVE	NONE	TG	1	N	XFMR ACCESSORY-SQUIRREL GUARD FOR HIGH SIDE BUSHING	

*** Work Location : 8:10

Description :
 Inst Dsgn Volt Num : 25 Inst Op Volt Num : 25 Rmv Dsgn Volt Num : 25 Rmv Op Volt Num : 25
 Energized : Y Inaccessible : Y Rock/Swamp : N Est Co ManHour : 0.00 Est Cont ManHours : 0.00

*** Work Location : 9:00

Description :
 Inst Dsgn Volt Num : 25 Inst Op Volt Num : 25 Rmv Dsgn Volt Num : 25 Rmv Op Volt Num : 25
 Energized : Y Inaccessible : Y Rock/Swamp : N Est Co ManHour : 89.85 Est Cont ManHours : 0.00

REMOVE	NONE	LA18	6	Y	LIGHTNING ARRESTER-18KV	
REMOVE	NONE	OCRCABLE25	1	N	POWER CABLE FOR ELEC RECLOSERS	
REMOVE	NONE	OHFLAGTRAFF	10	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
REMOVE	NONE	PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND	

REMOVE	NONE	PM1	1	N	PH MARKER 1 WHITE ON RED ENAMEL
REMOVE	NONE	PM2	1	N	PH MARKER 2 BLACK ON WHITE ENAMELED
REMOVE	NONE	PM3	1	N	PH MARKER 3 WHITE ON BLUE ENAMELED
REMOVE	NONE	PN33974/0C	40	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)
REMOVE	NONE	PND3STL6	1	N	PRI-NEUT DBL DEADEND 3 PH W/6FT 6IN STLARM
REMOVE	NONE	S1/0TPAC	95	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY
REMOVE	NONE	SCONNOH	1	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE
REMOVE	NONE	SETUP	1	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY
REMOVE	NONE	SR1.1/0	1	N	SEC RISER 1 XFMR 37.5KVA AND SMALLER-WP CU #1/0 7STR
REMOVE	NONE	SS1/0	2	N	OVERHEAD SEC CONDUCTOR SPLICE FOR #1/0 ACSR
REMOVE	NONE	SS2	1	N	OVERHEAD SEC CONDUCTOR SPLICE FOR #2 ACSR
REMOVE	NONE	SWITCHINGOH	5	N	SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR)
REMOVE	NONE	TG	1	N	XFMR ACCESSORY-SQUIRREL GUARD FOR HIGH SIDE BUSHING
REMOVE	TRANSFER	DASTDCOMPKG	1	Y	DA STANDARD COMMUNICATION PKG - ANTENNA, CABLES, RADIO,
REMOVE	TRANSFER	DASWBYPASSUSASSY	1	Y	DIST AUTO -SW BYPASS UNDERSLUNG- 3 SW + FIB GLASS ARM
REMOVE	TRANSFER	DSI900	6	Y	DISC SW-IN-LINE TENSION 25KV 900AMP
REMOVE	TRANSFER	SXNULEC327630	1	Y	SECTIONALIZER/LOAD BREAK SW, 3-PH, SF6 INS, 27KV, 650A, NULEC, SINGLE CAN

*** Work Location : 9.10

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 0.00

Est Cont ManHours : 0.00

*** Work Location : 10.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 9.87

Est Cont ManHours : 9.01

REMOVE	NONE	FLAGGINGCONTTA10	6	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
REMOVE	NONE	OHFLAGTRAFF	3	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
REMOVE	NONE	PNDV3L	1	N	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL	
REMOVE	NONE	SETUP	1	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

*** Work Location : 11.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : N

Rock/Swamp : N

Est Co ManHour : 78.25

Est Cont ManHours : 7.69

INSTALL	NONE	DISTEASEMENT	3,000	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT CONTRACTOR- **INVENTORY DOLLARS PAID***	DOT SUPPORT
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT-(\$850) - USE DOT CONTR OR CONTRACTOR BID	DOT SUPPORT
INSTALL	NONE	FLAGGINGCONTTA10	4	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	G11HIG	2	N	GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL	

INSTALL	NONE	G11SP3	1	N	GUY SPAN 11M - 3 GUYS ON THE POLE
INSTALL	NONE	OHFLAGTRAFF	2	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG
INSTALL	NONE	PDDJUMPER1	3	N	PRIMARY DOUBLE DEADEND JUMPER LABOR 1 PH - VAR CONDUCTOR
INSTALL	NONE	PN33974/OC	150	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)
INSTALL	NONE	PNDV3L	1	N	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL
INSTALL	NONE	SETUP	2	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY
INSTALL	NONE	SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND
REMOVE	NONE	SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND

*** Work Location : 12.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 36.82

Est Cont ManHours : 7.69

INSTALL	NONE	DISTEASEMENT	3,000	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT CONTRACTOR- **INVENTORY DOLLARS PAID***	DOT SUPPORT
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT-(\$850) - USE DOT CONTR OR CONTRACTOR BID	DOT SUPPORT
INSTALL	NONE	FLAGGINGCONTTA10	4	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	G11SP3	1	N	GUY SPAN 11M - 3 GUYS ON THE POLE	
INSTALL	NONE	OHFLAGTRAFF	2	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE	PL652G	1	Y	POLE WOOD CCA 65 FT CLASS 2 W' GROUND	
INSTALL	NONE	PN33974/OC	150	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
INSTALL	NONE	PNC3L	1	N	PRI & NEUTRAL "C" SUSPENSION 3 PH, 4/0 & LARGER CONDUCTOR	
INSTALL	NONE	SETUP	2	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

*** Work Location : 13.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 52.10

Est Cont ManHours : 7.69

INSTALL	NONE	DISTEASEMENT	3,000	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT CONTRACTOR- **INVENTORY DOLLARS PAID***	DOT SUPPORT
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT-(\$850) - USE DOT CONTR OR CONTRACTOR BID	DOT SUPPORT
INSTALL	NONE	FLAGGINGCONTTA10	4	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	OHFLAGTRAFF	2	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE	PDDJUMPER1	3	N	PRIMARY DOUBLE DEADEND JUMPER LABOR 1 PH - VAR CONDUCTOR	
INSTALL	NONE	PNDV3L	1	N	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL	
INSTALL	NONE	SETUP	2	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE	SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	

REMOVE NONE SPREADPHASES3NONTAN 1 N INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3
 G PH VERT & DEADEND

*** Work Location : 14.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 16.41

Est Cont ManHours : 7.69

INSTALL	NONE					
INSTALL	NONE	DISTEASEMENT	3,000	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT CONTRACTOR- **INVENTORY DOLLARS PAID***	DOT SUPPORT
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT-(\$850) - USE DOT CONTR OR CONTRACTOR BID	DOT SUPPORT
INSTALL	NONE	FLAGGINGCONTTA10	4	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	G11HIG	2	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
INSTALL	NONE	OHFLAGTRAFF	2	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE	PL355G	1	Y	POLE WOOD CCA 35 FT CLASS 5 W' GROUND	
INSTALL	NONE	SETUP	2	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

Job Estimating & Tracking System - JETS
FACE SHEET REPORT

Georgia Power Company
Distribution Work Order
Type Construction: OVERHEAD

Date: 08-Apr-2014 08:10:08 AM

Headquarters	: CENTRALIZED DISTR. SVCS	W.O. Number	: GP892H07913
Rep Allow	: No	P.E.	: 7030 01 WR# :
Customer	: CHEROKEE DOT - PI L2912 OH	Job Reference	: 1039813
Address	: L2912 OH - EAST ROPE MILL RD	Job Type	: H-HIGHWAY RELOCATIONS OH / UD
Town	: WOODSTOCK	Type Customer	: DOT PROJECTS OH/UD REIMBURSIBLE & NON
Home Phone	:	Blanket	: No
Map Number	: W1-348-1416	Substation	: HOLLY SPRINGS 115/25
Estimate Name	: REIMBURSABLE 3/8/14	Circuit	: A9922-CPX
Date Last Est	: 13-MAR-2014	Charge Account	:
Engineer	: WATKINS, MICHAEL T.	Credit Account	:
Committed Service Date	: 29-JUL-2014	CSS Bill Acct#	:

Job Description : Relocated 3 poles at request of Cherokee County. Poles were not in conflict with road project but county wishes to have poles relocated to other side of road.

Driving Directions :

Permits/Notification(s) :

Total Estimated External Charges Included Below:					\$0
Billing:	Fixed	Joint Use	Out Of Ratio	Customer Contribution	
	\$0	\$0	\$0	\$0	

MANHOURS:	Onsite	Travel	Headquarters	Total
Company	407.89	61.31	20.45	489.65
Contractor	63.01	8.44	2.82	74.27
			Total Estimated:	563.92

Labor Multiplier : 1.25 **Comment :** DOT
Travel : 0.00 **HQ :** 0.00 **EOH Labor :** 0.00 **EOH Matl :** 0.00

Cost Summary	Plant	Transformers	Meters	Maint	Removal	Total
Company Labor	\$15,115	\$0	\$0	\$834	\$11,711	\$27,660
Contract Labor	\$18,364	\$0	\$0	\$0	\$456	\$18,820
Company Material	\$4,768	\$0	\$0	\$0	\$0	\$4,768
Contractor Material	\$0	\$0	\$0	\$0	\$0	\$0
Company Equipment	\$7,558	\$0	\$0	\$417	\$5,855	\$13,830
Contractor Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Engr Supv OH	\$25,192	\$0	\$0	\$0	\$9,912	\$35,104
Subtotal	\$70,997	\$0	\$0	\$1,251	\$27,934	\$100,182
Blanket						\$0
Salvage	\$16,810	\$1,042	\$0	\$0	\$0	\$17,852
Total	\$54,187	(\$1,042)	\$0	\$1,251	\$27,934	\$82,330

Total WO Bill : \$0
Total Net Cost : \$82,330

Rate : **Revenue :** \$0 **Total Ratio :** 0.00 **ROE :** 0.00
Loc Cost : \$0 **Local Ratio :** 0.00 **Net Present Val :** 0

TVM Amount : \$0 **CPS Amount :** \$0 **Sales Tax :** \$0 **Profit :** \$0

Total Bill Amount : \$0

Approvals **Date** **Completed By** **Date**

Auth : JEFFRIES, JON D. 25-SEP-2013

Close :

Date : 08-Apr-2014 08:10 AM

Work Location Summary Report

ALL LOCATIONS

Job Ref # : 1039813

Applicant Name : CHEROKEE DOT - PI L2912 OH

Work Order # : GP892H07913

Estimate Name : REIMBURSABLE 3/8/14

Job Address : L2912 OH - EAST ROPE MILL RD

Estimate Description : RELOCATED 3 POLES AT REQUEST OF CHEROKEE COUNTY. POLES WERE NOT IN CONFLICT WITH ROAD PROJECT BUT COUNTY WISHES TO HAVE POLES RELOCATED TO OTHER SIDE OF ROAD.

Work Function	Special Processing	Local Cost	Unit Identification	Qty	Ret Ind	Description	Contractor Name
*** Work Location : 5:00							
Description :							
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 25	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 25	
		Energized : Y	Inaccessible : Y	Rock/Swamp : N		Est Co ManHour : 83.84	Est Cont ManHours : 30.00
INSTALL	NONE		FLAGGINGCONTTA10	20	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE		OHFLAGTRAFF	10	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE		PN33974/0C	80	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
INSTALL	NONE		PS397	3	N	OVERHEAD PRI SPLICE FOR 397MCM ACSR	
INSTALL	NONE		PS4/0	1	N	OVERHEAD PRI SPLICE FOR #4/0 ACSR	
INSTALL	NONE		SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE		SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	
INSTALL	NONE		SWITCHINGOH	5	N	SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR)	
INSTALL	TRANSFER		PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH FGLASS BKT-SO. ELE. STANDARD (B-9445)	
REMOVE	NONE		G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL	
REMOVE	NONE		PN33971/0C	80	Y	3PH PRI-NEUTRAL (3-397ACSR&1-1/0ACSR)	
REMOVE	NONE		SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	
REMOVE	TRANSFER		PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH FGLASS BKT-SO. ELE. STANDARD (B-9445)	
*** Work Location : 6:00							
Description :							
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 25	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 25	
		Energized : Y	Inaccessible : Y	Rock/Swamp : N		Est Co ManHour : 20.98	Est Cont ManHours : 0.00
REMOVE	EXCLUDE STAT		S1/0TPAC	120	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY	
REMOVE	NONE		G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL	
REMOVE	NONE		PL405G	1	Y	POLE WOOD CCA 40 FT CLASS 5 W' GROUND	
REMOVE	NONE		PN31/01/0C	40	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-1/0ACSR)	
REMOVE	NONE		PN33974/0C	65	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
REMOVE	NONE		PND3STL6	1	N	PRI & NEUTRAL DEADEND 3 PH W' 6FT STL ARM	
REMOVE	NONE		SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

REMOVE	NONE	LA18	6	Y	LIGHTNING ARRESTER-18KV	
REMOVE	NONE	OCRCABLE25	1	N	POWER CABLE FOR ELEC RECLOSERS	
REMOVE	NONE	OHFLAGTRAFF	10	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
REMOVE	NONE	PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND	
REMOVE	NONE	PM1	1	N	PH MARKER 1 WHITE ON RED ENAMEL	
REMOVE	NONE	PM2	1	N	PH MARKER 2 BLACK ON WHITE ENAMELED	
REMOVE	NONE	PM3	1	N	PH MARKER 3 WHITE ON BLUE ENAMELED	
REMOVE	NONE	PN33974/0C	40	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
REMOVE	NONE	PNDD3STL6	1	N	PRI-NEUT DBL DEADEND 3 PH W/6FT 6IN STLARM	
REMOVE	NONE	S1/0TPAC	95	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY	
REMOVE	NONE	SCONNOH	1	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE	
REMOVE	NONE	SETUP	1	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE	SR11/0	1	N	SEC RISER 1 XFMR 37.5KVA AND SMALLER-WP CU #1/0 7STR	
REMOVE	NONE	SS1/0	2	N	OVERHEAD SEC CONDUCTOR SPLICE FOR #1/0 ACSR	
REMOVE	NONE	SS2	1	N	OVERHEAD SEC CONDUCTOR SPLICE FOR #2 ACSR	
REMOVE	NONE	SWITCHINGOH	5	N	SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR)	
REMOVE	NONE	TG	1	N	XFMR ACCESSORY-SQUIRREL GUARD FOR HIGH SIDE BUSHING	

*** Work Location : 9.10

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 0.00

Est Cont ManHours : 0.00

*** Work Location : 10.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 9.87

Est Cont ManHours : 9.01

REMOVE	NONE	FLAGGINGCONTTA10	6	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
REMOVE	NONE	OHFLAGTRAFF	3	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
REMOVE	NONE	PNDV3L	1	N	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL	
REMOVE	NONE	SETUP	1	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

*** Work Location : 11.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : N

Rock/Swamp : N

Est Co ManHour : 78.25

Est Cont ManHours : 7.69

INSTALL	NONE	DISTEASEMENT	3,000	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT CONTRACTOR- **INVENTORY DOLLARS PAID***	DOT SUPPORT
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT-(\$850) - USE DOT CONTR OR CONTRACTOR BID	DOT SUPPORT
INSTALL	NONE	FLAGGINGCONTTA10	4	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	G11HIG	2	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	

INSTALL	NONE	G11SP3	1	N	GUY SPAN 11M - 3 GUYS ON THE POLE
INSTALL	NONE	OHFLAGTRAFF	2	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG
INSTALL	NONE	PDDJUMPER1	3	N	PRIMARY DOUBLE DEADEND JUMPER LABOR 1 PH - VAR CONDUCTOR
INSTALL	NONE	PN33974/OC	150	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)
INSTALL	NONE	PNDV3L	1	N	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL
INSTALL	NONE	SETUP	2	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY
INSTALL	NONE	SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND
REMOVE	NONE	SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND

*** Work Location : 12.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 36.82

Est Cont ManHours : 7.69

INSTALL	NONE	DISTEASEMENT	3,000	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT CONTRACTOR- **INVENTORY DOLLARS PAID***	DOT SUPPORT
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT-(\$850) - USE DOT CONTR OR CONTRACTOR BID	DOT SUPPORT
INSTALL	NONE	FLAGGINGCONTTA10	4	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	G11SP3	1	N	GUY SPAN 11M - 3 GUYS ON THE POLE	
INSTALL	NONE	OHFLAGTRAFF	2	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE	PL652G	1	Y	POLE WOOD CCA 65 FT CLASS 2 W' GROUND	
INSTALL	NONE	PN33974/OC	150	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
INSTALL	NONE	PNC3L	1	N	PRI & NEUTRAL "C" SUSPENSION 3 PH, 4/0 & LARGER CONDUCTOR	
INSTALL	NONE	SETUP	2	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

*** Work Location : 13.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 52.10

Est Cont ManHours : 7.69

INSTALL	NONE	DISTEASEMENT	3,000	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT CONTRACTOR- **INVENTORY DOLLARS PAID***	DOT SUPPORT
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT-(\$850) - USE DOT CONTR OR CONTRACTOR BID	DOT SUPPORT
INSTALL	NONE	FLAGGINGCONTTA10	4	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	OHFLAGTRAFF	2	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE	PDDJUMPER1	3	N	PRIMARY DOUBLE DEADEND JUMPER LABOR 1 PH - VAR CONDUCTOR	
INSTALL	NONE	PNDV3L	1	N	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL	
INSTALL	NONE	SETUP	2	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE	SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	

REMOVE NONE SPREADPHASES3NONTAN 1 N INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3
 G PH VERT & DEADEND

*** Work Location : 14.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 16.41

Est Cont ManHours : 7.69

INSTALL	NONE	DESCRIPTION	3,000	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT CONTRACTOR- **INVENTORY DOLLARS PAID***	DOT SUPPORT
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT-(\$850) - USE DOT CONTR OR CONTRACTOR BID	DOT SUPPORT
INSTALL	NONE	FLAGGINGCONTTA10	4	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	CONTRACTOR BID
INSTALL	NONE	G11HIG	2	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
INSTALL	NONE	OHFLAGTRAFF	2	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE	PL355G	1	Y	POLE WOOD CCA 35 FT CLASS 5 W' GROUND	
INSTALL	NONE	SETUP	2	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	



Cherokee County, Georgia
Agenda Request

**SUBJECT: JJ BIELLO PARK (West & East: Riverside)
and RECREATION CENTER SITE IMPROVEMENTS**

MEETING DATE: May 20, 2014

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

COMMISSION ACTION REQUESTED: Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for construction of **JJ Biello Park (West & East: Riverside) and Recreation Center Site Improvements**, to **Georgia Development Partners, LLC.**, in the total amount of **\$ 1,288,648.91**; for acceptance of the base bid proposal amount of \$1,209,991.83, inclusive of all Unit Prices and one Allowance, and Add Alternate No. 3 in the amount of \$78,657.08 for Playground Equipment manufactured by Miracle. A project **contingency account** (to be controlled by Cherokee County Capital projects) in the amount of **\$135,000.00** is also requested. **Total amount requested for BOC approval: \$1,423,648.91.**

FACTS AND ISSUES: In accordance with procurement requirements of the County, on May 7, 2014, two (2) construction bid proposals were submitted to the County Procurement Department from the four (4) interested bidders/contractors attending the mandatory pre-bid conference for the **JJ Biello Park (West & East: Riverside) and Recreation Center Site Improvements** project, County RFP #2014-34. **A copy of the bid tabulation is attached.** The landscape architect/engineer for this project is Ross Consulting Engineers.

Unit prices were requested for rock excavation and for excavation and replacement of unsuitable soils. All unit prices and allowance are included in the base bid contract sum amount submitted by the Bidders/Contractors. Four (4) Additive Alternates were also requested for playground equipment.

The total costs as recommended above for the proposed **JJ Biello Park (West & East: Riverside) and Recreation Center Site Improvements** project for the base bid, unit prices, Allowance and selected add alternate, and the recommended BOC approved, County-controlled contingency of \$135,000.00, fall within the budget established for award of the construction contract.

BUDGET:

Budgeted Amount:	\$ 687,008.91	Account Name: J. J. Biello Park (West)
Amount Encumbered:	\$ 29,737.51	Account #: PR 272 & Impact Fees (12000)
Amount Spent to Date:	\$ 30,692.74	
Amount Requested:	\$ 605,898.21	
Remaining Budget:	\$ 20,680.45	

BUDGET:

Budgeted Amount:	\$ 505,273.16	Account Name: J. J. Biello Park (Riverside)
Amount Encumbered:	\$ 17,165.77	Account #: PR 256 & Impact Fees (12000)
Amount Spent to Date:	\$ 62,812.49	
Amount Requested:	\$ 414,521.70	
Remaining Budget:	\$ 10,773.20	

BUDGET:

Budgeted Amount:	\$ 496,486.10	Account Name: Recreation Center Site
Amount Encumbered:	\$ 12,041.17	Account #: PR 260
Amount Spent to Date:	\$ 24,932.04	
Amount Requested:	\$ 403,229.00	
Remaining Budget:	\$ 56,283.89	

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.

A contingency amount of \$135,000.00 (to be controlled by Cherokee County Capital projects) is also requested, as outlined below:

JJ Biello Park (West)	\$ 45,000.00,
JJ Biello Park (East: Riverside):	\$ 45,000.00,
Recreation Center Site Improvements	\$ 45,000.00, and
GRAND TOTAL:	\$ 135,000.00.

ADMINISTRATIVE RECOMMENDATION: Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for construction of **JJ Biello Park (West & East: Riverside) and Recreation Center Site Improvements**, to **Georgia Development Partners, LLC., in the total amount of \$ 1,288,648.91**; for acceptance of the base bid proposal amount of \$1,209,991.83, inclusive of all Unit Prices and one Allowance, and Add Alternate No. 3 in the amount of \$78,657.08 for Playground Equipment manufactured by Miracle. A project **contingency account** (to be controlled by Cherokee County Capital projects) **in the amount of \$135,000.00** is also requested. **Total amount requested for BOC approval: \$1,423,648.91.**

REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:

COUNTY MANAGER:

BID TABULATION FORM

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

THIS IS AN OPENING AND READING OF BIDS ONLY.

PROJECT: #2014-34: BIELLO PARK: EAST & WEST AND RECREATION CENTER SITE IMPROVEMENTS

BID DATE: May 7, 2014 **BID TIME:** 2:00 PM

BIDDER/CONTRACTOR	BID BOND	ADDENDA RECEIVED	BASE BID AMOUNT	UNIT PRICE NO. 1 LUMP SUM AMOUNT	UNIT PRICE NO. 1: COST PER UNIT	UNIT PRICE NO. 2 LUMP SUM AMOUNT	UNIT PRICE NO. 2: COST PER UNIT	ADD ALTERNATE NO. 1: GAMETIME PLAYGROUND: OPTION 1	ADD ALTERNATE NO. 2: GAMETIME PLAYGROUND: OPTION 2	ADD ALTERNATE NO. 3: MIRACLE PLAYGROUND	ADD ALTERNATE NO. 4: LANDSCAPE STRUCTURES PLAYGROUND
	Y/N	2 ISSUED	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$
GEORGIA DEVELOPMENT	Y	Y	\$ 1,209,991.83	\$ 16,765.00	\$ 33.53	\$ 23,470.00	\$ 46.94	\$ 88,186.14	\$ 87,678.68	\$ 78,657.08	\$ 85,930.74
TRI SCAPES	Y	Y	\$ 1,457,937.50	\$ 17,500.00	\$ 35.00	\$ 22,500.00	\$ 45.00	\$ 77,850.00	\$ 79,150.00	\$ 66,250.00	\$ 92,500.00

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

BID TABULATION FORM

CONFIRMATION BY CHEROKEE COUNTY OF ALL ATTACHMENTS AND OTHER SUPPORTING DOCUMENTATION.

PROJECT: #2014-34: BIELLO PARK: EAST & WEST AND RECREATION CENTER SITE IMPROVEMENTS

BID DATE: May 7, 2014

BID TIME: 2:00 PM

BIDDER/CONTRACTOR	E-VERIFY FORM	NON- INFLUENCE AFFIDAVIT	CERTIFICATE TO PROVIDE P&P BONDS	CERT AS TO COMPANY ORG	CONTRACTOR LICENSE CERT	AUTHORIZED PERMIT AGENT FORM	CERT AS TO CONTRACT REVIEW ACCEPTANCE
NAME	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
GEORGIA DEVELOPMENT	Y	Y	Y	Y	Y	Y	Y
TRI SCAPES	Y	Y	Y	Y	Y	N	Y

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA



Cherokee County, Georgia Agenda Request

SUBJECT: Document Management Software

MEETING DATE: 5/20/2014

SUBMITTED BY: Jerry Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider approval of Professional Services Agreement with MCCi, a subsidiary of Municipal Code Corporation, and budget amendment in the amount of \$19,895.00 for Laserfiche Document Management Software and support.

FACTS AND ISSUES:

The County is in need of implementing a document management system to provide staff and citizens a faster and more efficient way to access contracts and other documents online.

Requesting that a portion of the savings due to the elimination of the Executive Assistant position be transferred from salaries for the purchase of Laserfiche Software Program.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve Professional Services Agreement with MCCi and budget amendment in the amount of \$19,895.00 for Laserfiche Document Management Software and support.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, handwritten signature in blue ink, appearing to be "Jerry Cooper", is written over the County Manager signature line.

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

Instructions:

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

REVENUES:

Department			
Org Code	Object	Account Name	Amount

EXPENDITURES:

Department			
Org Code	Object	Account Name	Amount
11320000	542400	Capital Fund Computers	\$15,770.00
11320000	531660	Non-Asset Computers	4,125.00
11530000	511100	Salaries	(13,710.00)
11320000	511100	Salaries	(6,185.00)

PURPOSE OF TRANSFER/ AMENDMENT

Savings from elimination of position to be used to purchase document management software.

Department Head Approval: _____

County Manager Approval: _____

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

1320 County Manager 2014 Budget

	YTD 4/22	Remainder of 2014	Total for FY2014	Budget FY2014	2014 Savings
Salaries	128,948	106,853	235,801	245,596	9,794.78
PT Emp	805	4,800	5,605	11,440	5,835.00

11530 County Attorney

	YTD 4/22	Remainder of 2014	Total for FY2014	Budget FY2014	2014 Savings
Salaries	11,290		11,290	25,852	\$14,561.53

Total Savings from Elimination of Executive Assistant Position \$30,191.31

MCCi Laserfiche Avante Platform

Avante Server SQL Express					1,500.00
Full User Licence	\$500 each		x3		1,500.00
Audit Trail for All Users	\$50 each		x3		150.00
ScanConnect Each Scanner	\$165 each		x3		495.00
Web Tools:Web Distribution Portal					7,995.00
MCCi Project Management Services (IT Setup)					2,450.00
Basic Remote Training Center					1,680.00
Total Startup Cost					<u><u>\$15,770.00</u></u>

Annual Costs:

Annual Software Support SQL					450.00
User License Renewal					450.00
Audit Trail Support					45.00
ScanConnect Software Support					150.00
Web Distribution Portal Support					2,400.00
Managed Services for Avante Express					630.00
					<u><u>\$4,125.00</u></u>

Total Project Cost 2014 \$19,895.00

FYI 2015, 2016, 2017 Budget Annually \$4,299.75

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 May, 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 MCCi, a subsidiary of Municipal Code Corporation, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Document Management Software; 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

Implementation, training, and support for Laserfiche document management software.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the licensing, support, and professional services for Laserfiche document management software, pursuant to the Statement of Work 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 thirty (30) days from the Notice to Proceed or Purchase Order for the initial project set up, and renew annually thereafter. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [**unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [**unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and

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

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed nineteen thousand, eight hundred and ninety five dollars (\$19,895.00) for the initial project total, plus four thousand, two hundred and ninety-nine dollars and seventy-five cents (\$4,299.75) to be paid annually at renewal, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon the Statement of Work attached for reference as Exhibit D.

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

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Nathan Hansard 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 the Bluffs Administration building, in order for Consultant to complete the Work.

B. County's Representative

Christy Black, or her 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 Christy Black for the County and Nathan Hansard for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

County Manager
Cherokee County Board of Commissioners
1130 Bluffs Pkwy
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Nathan Hansard
MCCi
PO Box 2235
Tallahassee, FL 32316

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

IN WITNESS WHEREOF the County and the Consultant have executed this

Agreement effective as of the date the last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

CONSULTANT:

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: Mr. Jerry Cooper
Its: County Manager

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

MCCi
Name of Contractor

Document Management Software
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

[X] Subcontractors will not be used for this agreement.

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

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

Date of Authorization

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

Name of Subcontractor

Signature of Authorized Officer or Agent

Document Management Software
Name of Project

Printed Name and Title of Authorized Officer or
Agent

Cherokee County Board of Commissioners
Name of Public Employer

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).]



STATEMENT OF WORK

Laserfiche Avante

Product Description:	Qty.	Cost	Total
<u>ECM SOFTWARE LICENSING FOR AVANTE</u>			
<input checked="" type="checkbox"/> Avante Server for SQL Express	1	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	3	\$500.00	\$1,500.00
<input checked="" type="checkbox"/> LF Starter Audit Trail, 10% Add On to All Named Users	3	\$50.00	\$150.00
<input checked="" type="checkbox"/> LF Scanconnect <i>*required for each scanner purchased/utilized</i>	3	\$165.00	\$495.00
<input checked="" type="checkbox"/> LF Workflow	1	Included	Included
ECM Software Licensing Total			\$3,645.00
<u>WEB TOOLS FOR AVANTE</u>			
<input checked="" type="checkbox"/> Laserfiche Web Distribution Portal <i>Includes Weblink and 5 Retrieval Connections and is restricted to 1 security profile</i>	1	\$7,995.00	\$7,995.00
Web Tools Total			\$7,995.00
<u>ANNUAL SOFTWARE SUPPORT - PREMIUM LSAP</u>			
<input checked="" type="checkbox"/> Avante Server for SQL Express	1	\$450.00	\$450.00
<input checked="" type="checkbox"/> LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	3	\$150.00	\$450.00
<input checked="" type="checkbox"/> LF Starter Audit Trail, 10% Add On to All Named Users	3	\$15.00	\$45.00
<input checked="" type="checkbox"/> LF Scanconnect <i>*required for each scanner purchased/utilized</i>	3	\$50.00	\$150.00
<input checked="" type="checkbox"/> LF Workflow	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Web Distribution Portal <i>Includes Weblink and 5 Retrieval Connections and is restricted to 1 security profile</i>	1	\$2,400.00	\$2,400.00
<input checked="" type="checkbox"/> Managed Services for Laserfiche - Avante Express 1-4 Users	1	\$630.00	\$630.00
Annual Support Total			\$4,125.00
<i>For budgetary purposes, the Client should include \$4,299.75 in annual budget for renewal of LSAP and Managed Services for the software quoted above.</i>			
<u>MCCI PROFESSIONAL SERVICES</u>			
<input checked="" type="checkbox"/> Basic Remote Training of software, per day <i>Workflow training and installation excluded.</i> <i>- 1 day of LF End User Training</i> <i>- 0.5 days of LF Administrator Training</i>	1.5	\$1,120.00	\$1,680.00
<input checked="" type="checkbox"/> MCCI Project Management Services	1		\$2,450.00
Professional Services Total			\$4,130.00
Total Project Cost			\$19,895.00

PAYMENT & BILLING TERMS

MCCI will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced upon completion of the proposed professional services, but may be broken up based on completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a \$50 additional charge. This will need to be requested.



ExperienceExcellence

Municipal Code Corporation

PO Box 2235 • Tallahassee, Florida 32316

TELEPHONE (770) 313-9782 • FAX (850) 701-0715

Nathan Hansard, Account Executive • NHansard@mccinnovations.com

May 8, 2014

Ms. Christy Black
County Clerk
Cherokee County
90 North Street, Suite 310
Canton, GA 30114

Dear Ms. Black:

I enjoyed speaking with you recently regarding the Laserfiche software and services. Pursuant to our discussion, we are pleased to enclose our Professional Services Proposal. While reviewing the proposal, please keep in mind the following advantages of being a MCCI customer:

- ✓ **Leading Provider** – For the past five years, MCCI was ranked as the #1 Laserfiche VAR in the United States.
- ✓ **Professional Certifications** – MCCI's staff is well-trained and holds multiple certifications in security, HIPAA, CDIA+ and more to give you the peace of mind that we are simply the best at what we do. Our staff is also Laserfiche Gold Certified, meaning we have passed the Laserfiche CPP courses required for this certification.
- ✓ **Government Focus** – MCCI was created by Municipal Code Corporation to focus on innovative technologies for Government. MCCI provides Laserfiche software and services to more than 400 government entities including Cities, Counties, State Agencies, Special Districts, and more.
- ✓ **Specialization in Enterprise Solutions** – Our Project Managers provide implementation and training services to help make your solution an Enterprise-wide deployment. We work with you on your initial project plan knowing that one day Laserfiche will be used across the entire organization. This methodology helps you plan to meet this goal in your time frame whether it be an immediate objective or part of a multi-year plan.
- ✓ **Superior Support** – MCCI utilizes a multi-layered support team geared towards offering each client multiple contacts to enhance the usage of every product implemented. We offer support through our help desk, email, and toll free number, and also have an online support center that gives end users access to training manuals, "how to" checklists, training videos, a knowledge base, and software updates.
- ✓ **Robust Resources** – Whether it is integration, scanning and indexing services, an electronic forms solution, etc., MCCI has additional solutions that are complimentary to Laserfiche, while allowing you to work through one vendor for best of breed solutions.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you and serving Cherokee County.

Sincerely,

Nathan Hansard
Account Executive

Executive Summary

Company History

MCCi, a subsidiary of Municipal Code Corporation (The nation's leading codifier for local government), has been providing Electronic Records Management Solutions to its clients since 1998. In 1998, Municipal Code Corporation (MCC) created a document imaging division, which subsequently evolved into MCCi in the summer of 2003. This allowed MCCi to provide its customers with a higher level of service, but still benefit from the stability and credibility of MCC. With a client base of over 400 government agencies and satellite offices across the country, we are striving to be the leading Electronic Records Management provider in the United States. MCCi has been the #1 Laserfiche VAR in the world the last 5 years.

Proposed Solution

MCCi is proposing the Laserfiche software for your organization. Laserfiche is a unified solution that manages all your organization's documents and records, regardless of location or media. Please keep in mind some of the features of Laserfiche:

- ✓ **User Friendly** – Laserfiche is very easy to learn, navigate and use. Users will see Laserfiche has a folder tree structure similar to Windows Explorer for easy viewing and use. This familiarity will give your staff the confidence to begin scanning and retrieving documents almost immediately after installation making an Enterprise rollout easier on your resources.
- ✓ **Comprehensive Security** – Laserfiche Comprehensive Security allows you to control the security of your documents on many levels. You determine what functions, such as scanning and printing, each staff member may use. Security features are easy to administer and with proper right records managers can administer most security functions without IT staff assistance.
- ✓ **Intelligent Search** – Laserfiche lets you search your documents based upon full-text search, index search, and document and folder name searches. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, the full-text search retrieves it immediately. An easy Google-style toolbar is available for searching as well.
- ✓ **Integration** – Laserfiche is the central repository for records in your organization and allows you to integrate other main line of business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft product, etc., Laserfiche has options available. Laserfiche Microsoft integrations include the ability to archive Office & Outlook documents directly into Laserfiche as well as integration with Microsoft SharePoint.
- ✓ **Business Process Automation** – Laserfiche allows users to capture information instantly and automate business processes instead of the traditional methods of using an imaging solution as an archival tool. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Workflow, resulting in cost savings for the organization.
- ✓ **Mobility & Web Tools** – Mobile devices are being used more and more in organizations for day to day operations. Laserfiche has options available to ensure you can access Laserfiche from these devices and perform related actions quickly on the go. There are also options for giving your outside citizens/customers access to records through the web to promote transparency and decrease records requests.

Avante Features

MCCi is recommending the Avante platform for your organization. Avante includes:

- ✔ Bundled users – Each user comes bundled with:
- ✔ Workflow for Business Process Automation
- ✔ Snapshot for archiving electronic records
- ✔ Email Plug-in for emailing records directly from Laserfiche
- ✔ Options for bundling the following functionality into user licenses:
 - Web Access, which includes a thin client option for users, Web Access Light for mobile devices & tablets, iPhone & iPad apps, and SharePoint integration.
 - Audit Trail for monitoring, recording, and reporting on system activity.
 - Digital Signature capabilities
- ✔ Web-based Administrative Console allowing you to administer the system from anywhere.
- ✔ Options for Electronic Forms, Records Management, Batch Processing tools, Integrations, and Web Portals.

MCCi Advantage

MCCi is a leading Laserfiche provider focusing on customer service in every aspect of your project. As a client you will receive access to our highly trained staff & support services, including:

- ✔ **Dedicated Project Management** – Our Project Managers are highly trained in the areas of implementation, Workflow processes, integrations, and more to help your organization implement a well thought out Enterprise system based on your organization's needs. They are Laserfiche Gold Certified and also hold other professional certifications to maintain a high knowledge level of our client's business processes.
- ✔ **Dedicated Support** – Once your project is complete, you will have access to our support staff for trouble shooting & supporting your Laserfiche system. Our staff can be easily reached through email, phone or our online support center.
- ✔ **Sales & Account Management Team** – You will have a dedicated team of an Account Executive and Account Manager that you can directly contact. They will also proactively contact you to ensure satisfaction, provide additional information on your products, and conduct web & regional events on continuing education topics.
- ✔ **Training Services** – Before, during, and after your project, we focus on ensuring the users are trained on the software and stay up to date on the features available. In addition to our Training Services, we offer a yearly subscription to our Online Training Center for Laserfiche to help protect your Laserfiche investment. This allows all types of users, regardless of their role, to access videos on popular topics. This information is updated monthly and will be a continued resource for your organization.
- ✔ **Back File Scanning & Conversion Experience** – In the event you need to address a back file scanning project or have older data from legacy systems to convert, we have experience in addressing these and integrating them into your Laserfiche system. We have converted over 30 different applications and migrated the data to Laserfiche for other clients.

STATEMENT OF WORK

Product Description:

ECM SOFTWARE LICENSING FOR AVANTE

	Qty.	Cost	Total
<input checked="" type="checkbox"/> Avante Server for SQL Express	1	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	3	\$500.00	\$1,500.00
<input checked="" type="checkbox"/> LF Starter Audit Trail, 10% Add On to All Named Users	3	\$50.00	\$150.00
<input checked="" type="checkbox"/> LF Scanconnect <i>*required for each scanner purchased/utilized</i>	3	\$165.00	\$495.00
<input checked="" type="checkbox"/> LF Workflow	1	Included	Included
ECM Software Licensing Total			\$3,645.00

WEB TOOLS FOR AVANTE

<input checked="" type="checkbox"/> Laserfiche Web Distribution Portal <i>Includes Weblink and 5 Retrieval Connections and is restricted to 1 security profile</i>	1	\$7,995.00	\$7,995.00
Web Tools Total			\$7,995.00

ANNUAL SOFTWARE SUPPORT - PREMIUM LSAP

<input checked="" type="checkbox"/> Avante Server for SQL Express	1	\$450.00	\$450.00
<input checked="" type="checkbox"/> LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	3	\$150.00	\$450.00
<input checked="" type="checkbox"/> LF Starter Audit Trail, 10% Add On to All Named Users	3	\$15.00	\$45.00
<input checked="" type="checkbox"/> LF Scanconnect <i>*required for each scanner purchased/utilized</i>	3	\$50.00	\$150.00
<input checked="" type="checkbox"/> LF Workflow	1	Included	Included
<input checked="" type="checkbox"/> Laserfiche Web Distribution Portal <i>Includes Weblink and 5 Retrieval Connections and is restricted to 1 security profile</i>	1	\$2,400.00	\$2,400.00
<input checked="" type="checkbox"/> Managed Services for Laserfiche - Avante Express 1-4 Users	1	\$630.00	\$630.00
Annual Support Total			\$4,125.00

For budgetary purposes, the Client should include \$4,299.75 in annual budget for renewal of LSAP and Managed Services for the software quoted above.

MCCI PROFESSIONAL SERVICES

<input checked="" type="checkbox"/> Basic Remote Training of software, per day <i>Workflow training and installation excluded.</i> <i>- 1 day of LF End User Training</i> <i>- 0.5 days of LF Administrator Training</i>	1.5	\$1,120.00	\$1,680.00
<input checked="" type="checkbox"/> MCCI Project Management Services	1		\$2,450.00
Professional Services Total			\$4,130.00

Total Project Cost

\$19,895.00

PAYMENT & BILLING TERMS

MCCI will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced upon completion of the proposed professional services, but may be broken up based on completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a \$50 additional charge. This will need to be requested.

MCCI STANDARD SERVICES

To determine which services and products are included with your project, please refer to the Statement of Work above.

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

MCCI PROJECT MANAGEMENT SERVICES

MCCi Project Managers are CDIA-certified and Laserfiche Gold Certified. The CDIA (Certified Document Imaging Architect) is awarded after a comprehensive and rigorous exam focused on a broad spectrum of document and records management objectives. There are multiple Laserfiche Certifications and MCCi focuses on maintaining all of them. MCCi Project Managers administer these services and concentrate on defining business requirements and the deliverables that follow. The MCCi Project Manager will work with the client's point of contact to put together a project plan that clearly defines the scope of services of the Project Management services. These services are included to ensure the Client is prepared for the final project implementation.

Implementation

Client Consultation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for the Client prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the MCCi project manager, the basic folder structure, document naming scheme, scheme, and template set-up will be configured prior to onsite training.

Remote Installation and Configuration – Software installation and configuration may occur remotely as part of the Project Management services to ensure the onsite time purchased is focused on the direct objective. Please refer to the statement of work to determine if the onsite time will include installation and configuration.

Remote Training – Project Management services may be utilized for training administrators or users remotely if not providing onsite training. Please refer to the statement of work to determine the training model quoted.

LASERFICHE BASE SOFTWARE TRAINING SERVICES

The client is provided with either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins, and the scope of all training services to be performed is notated in the Statement of Work. These services will be provided onsite or remote, please refer to the Statement of Work to determine which has been quoted. Below are some sample outlines based on user-roles and system modules:

System Administration Training

- Client and Server Installation Procedure
- Users and Groups – Active Directory
- Security
- Templates
- Tags
- Document Relationships

- Records Management
- Volumes
- System Settings
- Back Up Procedures
- Troubleshooting Procedures
- Technical Support Overview

Full User Training

- Introduction to Laserfiche
- Folders and the Folder Browser
- Scanning and Importing
- OCR and Full Text Indexing
- Document Display
- Index Card/Templates
- Document Retrieval by Index Fields or Text (Searching)
- Annotations
- Extracting a Document from Laserfiche
- Briefcasing and Migrating Documents
- Customize Laserfiche
- Volumes
- Security
- Advanced Features – Plug-ins

To determine which products are included with your project, please refer to the Statement of Work

LASERFICHE AVANTE

Laserfiche Avante solution is a named user model and starts out with a feature rich system that is based on the number of people who will be using the system. It is designed for small to mid-size organizations and helps you capture, manage, distribute, and work with information in diverse working environments. Avante comes with Laserfiche Workflow and allows your organization to move beyond simple document routing to automate everyday tasks, optimize business processes, and share information with a wide variety of applications. Avante systems allow you to choose from multiple database platforms and incrementally expand the system with records management edition and other plug-ins such as Auditing, Web Access, Digital Signatures, and Batch Processing. The Laserfiche Avante pricing structure makes it simple and affordable to add new features and functionality to your Laserfiche system as your needs change.

LASERFICHE RIO

MCCi recommends the Laserfiche RIO solution for Enterprise clients that have a large volume of users, as well as the need for test environments and multiple servers/repositories. RIO and each RIO license comes coupled with Workflow, Web Access, Mobile Access, Snapshot, Email, Digital Signatures, and Advanced Audit Trail. This licensing structure makes it much easier on IT administration, especially when dealing with a large user base. In addition, RIO supports an unlimited number of application servers, as well as repositories, making it well suited for expansion and testing needs. RIO can connect either to MSSQL or Oracle for the backend database, and of course many of the same optional Laserfiche modules such as the Records Management, Batch Processing and Weblink Public Portal licenses are available with RIO.

LASERFICHE SOFTWARE FEATURES

Feature	Avante	Rio	Comments
Database Options	SQL Express, SQL, Oracle	SQL, Oracle	
Retrieval Concurrent Users	Public Portal (Weblink)	Public Portal (Weblink)	
Full Named Users	Unlimited	25 – Unlimited	Includes Workflow, Email and Snapshot for Avante; Includes Workflow, Email, Snapshot, Web Access and Advanced Audit Trail for Rio.
Retrieval Named Users	n/a	200 – Unlimited	Includes Email capability. Minimum of 200 must be purchased.
Application Servers	1	Unlimited	
User License Model	Named	Named	
Repositories	1	Up 15 per Application Server	Avante: Up to 14 additional (for a total of 15) Repositories can be added at an additional cost. RIO: Each Application Server can have up to 15

			Repositories attached. RIO allows for an unlimited number of Application Servers.
<i>Workflow</i>	Included	Included	
<i>Snapshot</i>	Included	Included	
<i>Email</i>	Included	Included	
<i>WebAccess (Thin client access for named users)</i>	Add-on option	Included	
<i>Mobile Access</i>	Requires WebAccess	Included	
<i>Digital Signatures</i>	Add-on option	Included	
<i>Audit Trail</i>	Add-on option (Options for Starter, Standard, Advanced)	Includes Advanced Audit Trail	
<i>Public Portal (Weblink) Options</i>	Weblink Public Portal license package options (5,10, 25, 50, Unlimited Single Processor, Unlimited Dual Processor, Unlimited Multi Processor)	Weblink Public Portal license package options (50, Unlimited Single Processor, Unlimited Dual Processor, Unlimited Multi Processor)	Avante Public Portal: The 5 concurrent license only allows for one security profile to be set. Unlimited versions are licensed per Laserfiche application server, and per processor. The licensed number of processors must be equal to or greater than the number of processors (CPUs) on the correlating Laserfiche application server. Note: Additional copies of the Unlimited Public Portal are needed if there is a need to connect the Public Portal to more than 1 Application Server.
<i>Upgrade Path</i>	Rio	n/a	
<i>Laserfiche Versions</i>	Lf 8.1 and later	Lf 8.0.1 and later	
<i>Web Admin Console</i>	Included	Included	
<i>Laserfiche Forms</i>	Add-on option	Add-on option	

LASERFICHE PLUG-INS

Laserfiche Plug-Ins, Utilities, and Tools

MCCi can provide additional Laserfiche Plug-ins Utilities, & Tools software. Laserfiche offers a selection of modules and development tools designed to let you tailor Laserfiche to meet your needs. Certain Plug-Ins may be bundled differently based on the Laserfiche platform. Please refer to the pricing page/statement of work to determine which modules have been proposed.

Capture Modules

Laserfiche ScanConnect™: allows ISIS scanning. A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. These drivers allow images to be scanned through supported scanners. ScanConnect 7.x can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

Laserfiche Snapshot™: Laserfiche Snapshot is included with both Avante and RIO Full Named User Licenses, and can generate images and text from an electronic file (e.g. a Word document, a web page, a text editor, etc.). The files generated by Laserfiche Snapshot capture the content of the electronic file at the time that it was processed. In other words, they represent an accurate portrayal of an electronic file at a given point in time. The images and text created from an electronic file are then stored in a Laserfiche repository. As you can see, Laserfiche Snapshot can be used as a tool to archive a particular version of an electronic file. Laserfiche Snapshot can process any electronic file that can be opened with a Windows application that has printing capabilities. This feature is automatically included with every Full User purchase.

Laserfiche Import Agent: Laserfiche Import Agent is a capture tool that can bring files into a Laserfiche repository from the Windows file system. Any file that can be stored in Laserfiche can also be imported via Import Agent. What's more, Import Agent allows for scheduled and selective imports, so that users can set up specific criteria for what gets imported when.

OCR Scheduler for Laserfiche: MCCi developed this tool. It provides a simple and effective way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions. Sessions are created based on selecting folders within a specific Laserfiche Repository and scheduling the time to begin the OCR process. Benefits:

- **Efficiency:** Clients can schedule the tool to perform the OCR function, rather than tie up machines during the normal working rhythm.
- **Support/Search Content:** Leaving the responsibility in users hands to conduct OCR can lead to incomplete processing. The tool provides assurance that everything in need of OCR is being addressed without end user interaction.

“QuickFields” (QF) Batch Processing Tools: Quickfields is a suite of Batch Processing utilities created by Laserfiche. Avante and RIO bundle each of these features differently, which is reflected in the Statement of Work/Pricing section:

- **Laserfiche® Quick Fields™** automatically captures useful information from paper and electronic documents and organizes it for fast retrieval. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process by collecting precise pieces of information from the masses of unstructured data flowing into your organization. Quick Fields improves the speed and accuracy of data capture while giving authorized staff instant access to the information they need to work effectively.
- **QF Bar Code Validation Package:** The Bar Code add-on reads bar codes on a specified page in the document. The value returned by the bar code process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.
- **QF Real-time Look up Validation Package:** Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.
- **QF Zone OCR Validation Package:** Images that contain clearly printed or typed information can be converted to text files through a process called OCR (Optical Character Recognition). Once text has been extracted from an image, it can be sent along with the image to the repository. Once the document has been imported into the repository, the extracted text will be associated with the corresponding image in the document. The International Zone OCR add-on will scan a zone on an image for text. Only text found within the zone will be extracted. The data returned by this process can be used to identify a page, populate a field, determine the document name, or determine where

the document will be stored. The International Zone OCR add-on can be installed when Quick Fields is first installed or after it has already been installed.

- **QF Forms Alignment:** automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.
- **QF Document Classification:** designed for clients who deal with multiple forms, and will recognize and process multiple document types.
- **QF Auto Stamp/Redaction/Bates Numbering:** The Bates stamp option is a document auto-numbering annotation option
- **QF Optical Mark Recognition:** detects handwritten information, including marks on surveys, tests and ballots.
- **QF Agent:** enables administrators to schedule forms processing around the clock and run Quick Fields sessions without operator intervention, reducing labor costs and optimizing business processes.
- **QF Forms Identification:** automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.
- **QF Forms Extractor:** removes form outlines to isolate data for more accurate capture.
- **QF Scripting Kit:** Offers a script editor, which allows developers to write C# and VB.Net Scripts, and insert the scripts into a Quickfields Session.

Distribution Modules

- **Laserfiche Public Portal - Weblink™:** The Weblink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Documents can be made available through the Web almost instantly, and users need only an Internet browser in order to access them. Built on ASP .NET, Weblink can be customized to match the look and feel of an organization's Internet or intranet site.
- **Laserfiche WebAccess:** Laserfiche Web Access is a Web browser-based thin client offering virtually all of the document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access without increasing your organization's application support burden. Authorized users organization-wide enjoy simultaneous access to documents, whether they are using the corporate intranet or logging in from a branch office.
 - **Laserfiche Mobile Access Options:** Laserfiche Web Access is required for any/all mobile access options. Web Access Light & Laserfiche Mobile are both options for providing mobile access to your Laserfiche solution:
 - **Web Access Light:** Designed for Blackberry, Chrome, Opera and Safari mobile browsers, offers a lightweight Web interface for popular mobile devices, enabling users to search and retrieve documents, as well as approve documents and participate in workflow automation processes, while away from their desktop computers.
 - The **Laserfiche Mobile iPhone app** takes advantage of the iPhone's touch screen, gesture recognition and high resolution interface to provide users with an immersive experience. Features include:
 - Create and upload new content with the iPhone camera.
 - Automatically crop, straighten and enhance captured information, with full text recognition.
 - Copy, move, rename, download, e-mail, print or delete content.
 - Browse for documents in a folder structure or search the entire repository

- Participate in workflow automation processes by accessing metadata fields.
 - The **Laserfiche Mobile iPad app** gives employees the ability to securely view and update content from wherever they are. Features include:
 - Provides secure access to documents and metadata
 - Enables users to create and upload new documents
 - Participate in Workflows on the go
- **Laserfiche Plus™** Laserfiche Plus allows the information stored in a Laserfiche repository to be portable. Laserfiche documents published by Laserfiche Plus can be viewed by anybody, regardless of whether they have Laserfiche installed. If these portable Laserfiche documents are sent to a company or site that already has Laserfiche installed, then that organization can also choose to attach those documents to their repository. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.
- **Laserfiche E-Mail Plug-in™** allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is automatically included in every Full User and Retrieval User license purchase.

Workflow Process Automation, Collaboration, and Tracking

- **Laserfiche Workflow:** Efficiency and accountability-enhancing document routing, e-mail notification and audit trail reporting.
- **Laserfiche Digital Signatures:** Laserfiche allows users to sign briefcases when exporting as well as documents stored in Laserfiche. These are two separate applications of digital signatures. Signing a briefcase file embeds the signature in the file along with the certificate associated with the signing key. The full certificate chain is embedded. This allows users to prove who created the briefcase and that the briefcase was not tampered with. Digitally signed briefcases may, but do not necessarily contain digitally signed documents. Digital signatures can be applied to documents stored in Laserfiche. The digital signatures are stored as metadata and are preserved when exporting a document in a volume or briefcase (whether or not the briefcase was itself signed).
 - Users can digitally sign a document in the Laserfiche Client or Web Access to indicate their approval. Documents can also be countersigned by another user, which indicates approval of the document and the existing signature. Multiple signatures and countersignatures can be applied to a single document.
 - Digital signatures are validated with signing certificates on the server and the repository, which verifies that a signature on a document is trustworthy. A signature becomes invalid if the certificate is expired or if a document has been modified since the signature was applied. Signature certificates are managed through the Laserfiche Administration Console or Web Administration Console. As a pre-requisite, the organization must have Digital Certificates set-up on the network, prior to implementing Laserfiche Digital Signatures.
- **Laserfiche Audit Trail Modules:** Three levels of audit reporting to address your specific regulatory compliance and security needs.
 - The **Starter Edition** tracks basic events that occur in the repository and that involve accessing, modifying or exporting data. Basic events include creating, editing, printing or deleting documents, creating annotations, and assigning metadata.

- The **Standard Edition** builds on the Starter Edition by tracking additional security- and access-related events. This edition can also track unsuccessful attempts to perform an action, such as failed attempts to access or print documents.
- The **Advanced Edition** meets the needs of organizations in the most highly regulated environments. It includes all the functionality of the other two editions, and also tracks many more events including password changes, the creation or modification of users and groups, and changes to repository-wide settings. It can also track all the searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

Electronic Forms

- **Laserfiche Forms** allows organizations to create Web forms for collection and processing information electronically.
- Laserfiche Forms has flexible design options to meet your organization's needs. You can:
 - Create custom forms from a library of field or selection elements.
 - Apply preset or custom themes, including page logo, colors, buttons, fonts, and more.
 - Configure form elements to dynamically be displayed or hidden depending on user inputs or to be populated with data from external data sources.
 - Automate business processes for form data to follow, such as decision-making, emailing, or approvals.
 - Create custom form layouts and dynamic behaviors with CSS and JavaScript.
- Role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.
- Reporting tools allow different views of details on submitted forms such as:
 - User view of details about all submitted forms.
 - Approver "dashboard" of submissions awaiting approval.
 - Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include login to forms system, public URL, secure URL, or embedded into a Web page.
- Submitted data can be exported for further analysis or distribution.
- Submitted forms can be utilized to initiate an email notification or start a workflow rule within Laserfiche.

Laserfiche Integration Plug-Ins

- **LF Integrator's Toolkit:** Provides the tools & documentation necessary for customizing Laserfiche, and integrating Laserfiche with other applications.
- **Third Party Integration Plug-Ins:**
 - **DataNow Affinity Integration** – DataNow Affinity brings the power of Laserfiche document management to the applications you use most. Document searches can be reduced to a single click of a button. New documents can be added to your Laserfiche repository without manually entering template field values, file names, or folder locations. Affinity truly makes Laserfiche feel like part of your business software.
 - **RatchetX Integration** – RatchetX is a configurable and robust middleware integration tool for Laserfiche. With a single click of a button, new documents can be added to Laserfiche from another application, and users can search Laserfiche directly from the applications they use most. RatchetX is unique in regards to the robust toolset it provides for accessing data from other applications (even the toughest proprietary systems), for use configuring the most common ECM integrations: Indexing, importing/scanning, and executing search

queries. In addition, RatchetX provides the capability to create custom integration activities, such as populating a record in another system from the data extracted during the intake process in Laserfiche, or looking up a record in another system from the Laserfiche interface itself (Bi-directional Integration).

- **LF Integrator GP** – LF Integrator empowers Great Plains users to scan, search and link supporting documents in Laserfiche document management applications directly from the Great Plains menu bar. Link the document and workflow management power of Laserfiche with your current Great Plains implementation.
- **LF Integrator AutoCAD** – LF Integrator for AutoCAD allows you to store AutoCAD drawing files or associated documents in Laserfiche, including embedded cross reference files, directly from the AutoCAD menu. Launch Laserfiche scan or search modules using the drawing file for template or search criteria, or create a Laserfiche document template using the fields from any AutoCAD drawing title block with a single click.
- **GeoDocs: GeoDocs™** is a web-based software that seamlessly integrates ESRI ArcIMS (soon to be ArcGIS Server) and Laserfiche. Utilizing robust search capabilities, users of GeoDocs can access digital documents stored in a Laserfiche repository from within the web-based GIS program and vice versa, access spatial information stored in a GIS from within the Laserfiche web client.
- **ImageSign for Laserfiche** – ImageSign for Laserfiche allows you to digitally sign documents inside of Laserfiche securely. There are also options for utilizing external signature pads to allow customers & external users to electronically sign documents.
**Created & supported by MCCi only.*
- **LT Systems Laserfiche Integration** – LT Systems Laserfiche Integration allows users of the LT Systems Court solutions to archive court related documents into Laserfiche. Users can launch Laserfiche scan or searching windows from LT Systems and bring data and documents directly into Laserfiche while capturing metadata in LT Systems.
**Created & supported by MCCi only.*

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

PROACTIVE SUPPORT

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Managers' role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, Listservs, support center, etc.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Annual review of current system configuration
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

Educational Resource Definitions

- ***Case Studies*** – MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.
- ***MCCi Listserv*** – MCCi has created a Listserv for specific types of system customers. A Listserv is a creative use of e-mail, which provides a means for End Users to share information on a common interest. Members are able to communicate with peers thru a single e-mail. Uses of the Listserv may include fielding requests about system usage, as well as best practices.
- ***Support Center*** – This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.
- ***Webinars*** – MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc. regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.
- ***Seminars*** – MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also be offered at current client's locations to invite departments to learn more regarding their current system.

- **User Groups** – MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.

TECHNICAL SUPPORT

The **Laserfiche Software Assurance Plan (LSAP)** helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 100% upgrade credit for your existing software (in the event of an upgrade)
- Free software updates for your current system
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

TRAINING CENTER

MCCi's Training Center provides an easy, cost-effective way to provide Laserfiche training to all users in your organization. An annual subscription allows access to our online course offering of over 200 training videos. The Training Center is home to video categories such as Laserfiche Administration, Laserfiche Client, Workflow, and Tips & Tricks. All videos use instructor descriptions from Laserfiche Certified Professionals. The Training Center provides the following benefits:

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- Increased user productivity

MANAGED SERVICES

MCCi Managed Services are strongly encouraged to be included with every support renewal and provide the client with a discounted hourly rate by purchasing an advanced block of services per year based on the products purchased. Managed Services can be used for the following professional services:

- **Additional Training** – additional training, via web conferencing, can be conducted to train new users on the use of the system or as refresher training for existing users.
- **Additional System Set Up Consultation** – MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of document etc. to your current system.
- **Remote Implementation of Software Updates** – While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and client specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.
- **Annual System Review & Analysis** – Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify discovered potential

problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation, and should be performed annually after that date. This is an optional service that will be completed only if requested by the Client.

- **Remote Access Support** – Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly onsite visits.
- **Laserfiche Certifications** – First priority offering of complimentary Laserfiche certifications on an as available basis.
- **Laserfiche Conference Registration** – First priority offering of complimentary Laserfiche Annual Conference registration on an as available basis.
- **Expiration & Additional Services** – MCCi Managed Services is an annual package and will expire on the same date as your SAP plan.

MCCi does provide continued technical support for all MCCi applications. Technical support is provided via email or telephone during normal business hours of 8:00 a.m. to 6:00 p.m. EST. Clients can designate several individuals who are to be the technical support contacts. Those individuals may contact MCCi at any time for technical support. There is no limit on the number of technical support calls that can be made. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates.

HARDWARE REQUIREMENTS

MCCI will provide necessary consultation upon request, as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements as recommended by MCCI, and should be considered independently rather than collectively. Additionally, overhead for virtualization has not been factored in to these requirements.

MCCI does not recommend any version of Windows that is approaching or is beyond the "End of Extended Support Date" specified by Microsoft.

Scanning Station PC

OS	Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista, Windows XP Professional (Service Pack 3 or later)
CPU	2.8 GHz processor or faster
Memory	2 GB RAM or more
Communications	TCP/IP
Web browser	Internet Explorer 6.0 or higher

Client

OS	Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista, Windows XP Professional (Service Pack 3 or later)
CPU	1 GHz Processor or better, Performing OCR: Dual Core 2.8 GHz or faster processor
Memory	1 GB RAM or more, Performing OCR: 2 GB RAM
Communications	TCP/IP
Web browser	Internet Explorer 6.0 or higher

Batch Processing Quick Fields Machine

OS	Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista, Windows XP Professional (Service Pack 3 or later)
CPU	2.8 GHz Processor or better, Performing OCR: Dual Core 2.8 GHz or faster processor
Memory	4 GB RAM or more
Communications	TCP/IP
High Volume Recommendation	Windows 7 x64 with 8 GB RAM, Intel Core 2 Duo Processors 3.33GHz

Laserfiche Application Server

OS	Windows Server 2012, Windows 2008 R2, Windows Server 2003 (Service Pack 1 or later)
CPU	Quad-Core Processor, 2.5 GHz Processor or better
Memory	4 - 8 GB RAM
Communications	TCP/IP

Image/File Server Storage

<p>Typical usage factoring is 18,000 black/white standard size images per GB. Clients typically use a Network Attached Storage (NAS), Storage Area Network (SAN), or a Local Storage Device.</p>
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HARDWARE REQUIREMENTS

Database Management System

Avante SQL or Rio SQL	SQL Server 2012, SQL Server 2008 R2 Standard, Microsoft SQL Server 2005 (Service Pack 3 or later), Oracle 9i Release 2 (9.2.0.8+), Oracle 10g (10.2.0.4+), Oracle 11g (11.1.0.6+). For MSSQL, MCCI recommends storing the MDF and LDF on different drives. Growth of MDF to 10% – 15% and Log to 5% to 10% of cumulative Laserfiche Volume size is anticipated.
Avante SQL Express	Microsoft SQL Server 2008 Express Edition
	*Note: Oracle or Microsoft SQL Server must be purchased separately. You must additionally purchase enough licensing for your DBMS to support your Laserfiche installation.

Laserfiche Workflow Server

OS	Windows Server 2012, Windows 2008 R2, Windows Server 2003 (Service Pack 2 or later)
CPU	4 Core Processor, 2 GHz Processor or better
Memory	4 GB RAM
Communications	TCP/IP

Laserfiche Audit Trail Server

OS	Windows Server 2012, Windows 2008 R2, Windows Server 2003 (Service Pack 2 or later), IIS 6 or 7
CPU	Dual Core Processor, 2 GHz Processor or better
Memory	2 – 4 GB RAM
Communications	TCP/IP
Local Storage	C:\ Drive with 40GB or greater available

Web Module Server(s)

Required if	Installing "Web Access" or Public Portal- Weblink"
OS	Windows Server 2012 with IIS 8, Windows Server 2008 R2 with IIS 7, Windows Server 2003 with IIS 6
CPU	Dual Core 2.8 GHz or faster processor
Memory	2 GB RAM or more
Viewer	Web Browser (minimum versions): Laserfiche Web products operate most efficiently when using Internet Explorer 9. Other supported browsers are Firefox, Safari and Chrome
Note	Clients are responsible for any additional security protocol setup/associated fees, that are required to provide internal/external web access. An example would be setting up "Kerberos" for thin client active directory authentication, or setting up VPN access to allow Laserfiche's iPad/iPhone applications to connect through the Web Access server.

HARDWARE REQUIREMENTS

	<p>Laserfiche Public Portal – Weblink Per Processor (Unlimited) licensing specifics: The Public Portal License allows unlimited connections per processor, however a large number of connections may affect the Laserfiche application server performance (one processor can handle roughly 100 to 150 concurrent retrieval connections). The client must have one Public Portal License for each Laserfiche application server they desire to connect to, and the Public Portal license must be licensed by the appropriate number of processors, which is required to match or exceed the CPUs/processors on the Laserfiche application server that the Public Portal will connect to. For example, the client must have a dual-processor or multiprocessor Public Portal license in order to connect to a Laserfiche Application Server that has two or more processors. Public Portal View Only Licenses may only be used with WebLink; they are not available for other applications.</p>
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OCR Scheduler for Laserfiche

OS	Windows Operation Systems: 32 & 64 bit
Requirements	Laserfiche Version 8 Server (runs as a service), Laserfiche Version 8 Client.
Recommendation	1 dedicated LF Named User license
Note	Does not support OCR for Electronic Documents

Scanners

<p>Must use ISIS drivers to be compatible with Laserfiche ScanConnect software. Scanner compatibility should be confirmed by referencing the most up to date Laserfiche published supported scanner list at: http://laserfiche.com/static/Resources/scanlist.html.</p>	
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Laserfiche Forms

Laserfiche Server	Version 8.3.2 or higher, Avante or Rio licensing model
Web Server	Windows Server 2008 with IIS 7 or 7.5, Windows Server 2012 or Windows 8 with IIS 8
CPU	Quad Core 2.9 GHz or faster processor
Memory	8 GB RAM or more
Database Server	Microsoft SQL Server 2008, 2008 R2, and 2012
Client	Laserfiche Forms can be viewed in Chrome, Firefox 3.5 and higher, Internet Explorer 7 and higher, Opera, and Safari (Mac only). It also supports mobile browsing from iPad 2 and higher. For best results we recommend using Internet Explorer 9 or higher, Firefox 12 or higher, or Chrome 6 or higher
Note	Forms Portal allows for connection to one application server and one repository. Internet Explorer 7 users should install Microsoft security update 947864 (MS08-024)

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCi, a Limited Liability Company**

Date: May 8, 2014

By: _____
(Signature)

(Printed Name & Title)

Witness: _____
(Signature)

Noted Items Accepted by: **CHEROKEE COUNTY, GA**

Date: _____

By: _____
(Signature)

(Printed Name & Title)

Witness: _____
(Signature)

(Printed Name & Title)

MCCI, a Limited Liability Company and subsidiary of MUNICIPAL CODE CORPORATION, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to CHEROKEE COUNTY, GA according to the following terms and conditions.

LASERFICHE SOFTWARE UPGRADE

When software is upgraded, the old copy of the software must be returned and will no longer be a valid copy. Proof of previous purchase is required to receive upgrade. Upgrade credit applied towards new purchase is 100% of original software purchase price. The difference between the new system (server, full and retrieval users) price and the old system (server, full and retrieval users) price must be greater than or equal to 10% of the new system price. Otherwise, a minimum software upgrade adjustment will be applied to comply with the 10% price difference requirement. One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of LSAP can be applied towards the new purchase of one year of LSAP for the new products. To receive software credit for prior versions of software, the client must have an active LSAP (support/maintenance, that has not expired).

SOFTWARE ASSURANCE PLAN (SAP)

MCCI is your VAR of Record therefore is the sole provider of additional Laserfiche Software and your Laserfiche Software Assurance Plan renewals. Software Support is provided by MCCI and the manufacturer. MCCI acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCI's Software Assurance Packages include: Access to software point release updates, Telephone or E-Mail support for software related issues, 24-hour FTP and web site access, technical bulletins and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Annual support payment is due in advance of the date of renewal. Reinstatement fees may apply if payment is received more than 30 days after the date of renewal. Any updates requiring shipment of software require Client to pay shipping costs.

Customers may contact MCCI support via MCCI's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 6:00 p.m. EDT.

LASERFICHE RIO SHARED SERVICES PROVISIONS

The host entity is the owner of the Laserfiche licensing and registered as such with MCCI and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform, and for being the main point of contact for support provided through MCCI.

SERVICE LEVEL AGREEMENT (SLA)

MCCI's SLA is offered in addition to the Software Assurance Package. It is required in some circumstances, and offers the customer escalated response times depending on the severity of the support issue, as well as extended support hours and many other additional benefits. The SLA documentation is readily available upon request.

MCCI SOFTWARE CUSTOMIZATIONS

The customer may elect to contract with MCCI to customize the standard software. As standard software is upgraded, any customizations performed will require support in the form of updating through our Integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise current hourly rates will apply.

Upgrades to existing programs, or the acquisition of new programs from vendors other than MCCI, may have an effect on customizations made to the software by MCCI. MCCI will not be held responsible if upgrades or changes made by the customer or another vendor or application preclude the operation of MCCI's customizations.

TEST/EVALUATION SOFTWARE

Purchases of test and/or evaluation software are based on access time periods needed rather than perpetual software licensing.

CLIENT SOFTWARE CUSTOMIZATIONS

The client may also choose to customize their software internally, without MCCI's help. MCCI is not responsible for any damages caused by the user's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCI's help is required to correct/update any customizations made by the client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

In order for MCCI to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCI installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

SOFTWARE INSTALLATION

MCCI will install all software outlined herein. If additional software is needed to bring the site up to specifications, customer will be billed accordingly.

SITE PREPARATION

The Client site should be ready for installation according to specifications outlined within the Hardware section listed below. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCI has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

ADDITIONAL SERVICES

As an additional service/product under this contract, MCC and MCCI can provide the following:

- Electronic Agenda and Legislative Management (Legistar). MCCI offers Legistar and creation of Agendas.
- Document Scanning Services (DDI). MCCI offers scanning, indexing and integr Client with the most powerful index retrieval search engine available with the logic.
- Contract Management Software (Contract Assistant). MCCI offers the Contra based solution designed to provide control and automation of the contract m
- Code Supplementation and Codification Services (MuniCode). Municipal Cod Ordinances and Recodification of existing Codes. Our optional services includ options (CD, Internet).
- Utility Billing Services (MuniBills). MCCA Advantage offers billing, statement an agreement. MCCA Advantage, a subsidiary of MCC, can provide the client with all types. These services also include remittance payment options, software i

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

MCCI agrees to allow any other Government agency to purchase items, at the sai time that this contract is in effect. Minor changes in terms and conditions may be orders issued against this agreement shall be the sole responsibility of the Govern incur no financial responsibility in connection with any purchase by another Govt

TRAVEL EXPENSES

If the client cancels or reschedules an installation after MCCI has made travel arr as non-refundable airline tickets, hotel reservations, rental cars, etc.

LIMITED LIABILITY

In no event shall MCCI's total liability to the client exceed the project fees paid to MCC

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyt

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY

MCCI may require payment in advance for products and services in response to li

NO HIRE CLAUSE

Client and MCCI agree that during the period that this agreement is in force, incl months following this period, neither Client nor the MCCI will actively recruit, or employees of any of the other Subcontractors; who are on active payroll status a approval of the party whose employee or independent contractor is being consid responding to or pursuing employment opportunities through normal media cha related to this particular program and that it is not an attempt to avoid the inten

If, during the term of, or within (12) months after the termination of the perform contracts with any of MCCI's personnel for the performance of systems engineer of the fees paid to, or in favor of such personnel for one (1) year after such perso

TERMINATION

The services provided in this agreement will be in full force and effect for a perio to the organization. Thereafter, this agreement will be automatically renewed fr of this agreement upon sixty (60) days' written notice.



Cherokee County, Georgia Agenda Request

SUBJECT: Software Purchase

MEETING DATE: 5/20/2014

SUBMITTED BY: Christy Black, County Clerk

COMMISSION ACTION REQUESTED:

Consider approval of Professional Services Agreement with Novus Systems in the amount of \$12,150.00 and budget amendment for the purchase of NovusAgenda commission meeting agenda automation software and support.

FACTS AND ISSUES:

The savings from the elimination of a position and other remaining 2014 funds will enable the County to purchase much needed software. The implementation of NovusAgenda software will save time and money through a streamlined agenda process, and will move the County another step forward in its efforts of going paperless. It will allow all departments to create and submit agenda items in a quick and efficient manner while eliminating paper copies and the duplication of efforts between departments. The meeting materials will be available and up-to-date on the internet immediately for staff and the public on the County's transparency page. The agenda files, including all backup documentation, can be viewed much quicker than the current method of a single, large pdf file and can be accessed on most electronic devices including computers, iPads and other tablets. Contract with NovusAgenda is not required.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve Professional Services Agreement with Novus Systems for the purchase and support of NovusAgenda Software in the amount of \$12,150.00

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	Object	Account Name	Amount
Org Code			

EXPENDITURES:

Department	Object	Account Name	Amount
Org Code			
11130000	531660	Non-Asset Computers	\$12,150.00
11320000	511100	Salaries	(\$3,610.00)
11320000	511200	Part Time Salaries	(\$4,835.00)
11130000	523300	Advertising	(\$1,000.00)
11130000	523400	Printing and Binding	(\$1,000.00)
11130000	523700	Education and Training	(\$1705.00)

PURPOSE OF TRANSFER/ AMENDMENT

Savings from elimination of position and other remaining FY2014 funds to purchase agenda automation software system to integrate with document management system

Department Head Approval: _____

County Manager Approval: _____

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

1320 County Manager 2014 Budget

	YTD 4/22	Remdr of 2014	Total for FY2014	Budget FY2014	2014 Savings	Purchase of MCCI Laserfiche Avante Platform	Balance Remaining
Salary/Salary Contingency	128,948	106,853	235,801	245,596	9,795	(6,185)	\$3,609.78
PT Emp	805	4,800	5,605	11,440	5,835		\$5,835.00

1530 County Attorney

	YTD 4/22	Remdr of 2014	Total for FY2014	Budget FY2014	2014 Savings		
Salary/Salary Contingency	11,290	-	11,290	25,852	14,562	(13,710)	\$851.53

Total Savings from Elim of Katrin's Position and Decrease PT hours 30,191 (19,895) \$10,296.31

Unused County Clerk Training budget \$2,826.00
 Unused County Clerk Binding/Copying \$2,000.00

Total 2014 remaining Funds for project \$15,122.31

NovusAgenda

Novus Agenda Software (Annually) \$7,950.00
 Novus Agenda Self Hosted Option (One time Cost) \$3,450.00
 Training (One Time Cost) \$750.00

Total Project Cost for 2014 \$12,150.00

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 May, 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 Novusolutions, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Meeting Management Solution Software; 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

Implementation, training, and support for NovusAGENDA meeting management software.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the licensing, support, and professional services for NovusAGENDA meeting management software, pursuant to the Statement of Work 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 thirty (30) days from the Notice to Proceed or Purchase Order for the initial project set up, and renew annually thereafter. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [**unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [**unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and

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

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed twelve thousand, one hundred and fifty dollars (\$12,150.00) for the initial project total, plus seven thousand, nine hundred and fifty dollars (\$7,950.00) to be paid annually at renewal, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon the following pricing quoted in the Statement of Work attached for reference as Exhibit D:

NovusAGENDA Software annual support	\$ 7,950.00
NovusAGENDA Self Hosted Option	\$ 3,450.00
<u>Training</u>	<u>\$ 750.00</u>
Initial Project Total	\$12,150.00

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

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event

it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

C. County's Reliance on the Work

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Chris Anders 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 the Bluffs Administration building, in order for Consultant to complete the Work.

B. County's Representative

Christy Black, or her 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 Christy Black for the County and Chris Anders for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

County Manager
Cherokee County Board of Commissioners

1130 Bluffs Pkwy
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Byron Gillin
Novusolutions
10012 N Dale Mabry Hwy
STE 115
Tampa, FL 33618

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

CONSULTANT:

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: Mr. Jerry Cooper
Its: County Manager

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Novusolutions

Name of Contractor

Meeting Management Software - NovusAGENDA

Name of Project

Cherokee County Board of Commissioners

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

[X] Subcontractors will not be used for this agreement.

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

Meeting Management Software - NovusAGENDA
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"

This section is left blank intentionally.



Meeting Management Solution

Presented to: Cherokee
County

DATE: 5-29-13

Manufactured By:

The Novusolutions logo features the word "Novusolutions" in a bold, black font. Above the text is a stylized graphic of three curved, overlapping lines in shades of blue, similar to the Novus Agenda logo.

10012 N. Dale Mabry Hwy

Suite 115

Tampa, FL 33618

Presented By:

Byron Gillin

bgillin@novusolutions.com

800-274-5624 x703



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EXECUTIVE SUMMARY

Government organizations today are being forced to do more with less in regard to their public meeting documents. States are enforcing Open Meeting Laws to accommodate the changing technical environment of your area. Your public demands information and transparency relevant to their family and business. Your board demands meeting materials be up to date and easy to research previously discussed issues in order to be better prepared for your upcoming public meetings. How can government organizations meet all of these demands with the limited funding you have available?

We recommend that integrated meeting and agenda management software be implemented across your organization! [NovusAGENDA](#) is an electronic solution designed to create, approve and track items for upcoming and past board meetings. Whether your organization is adding an agenda item, like the approval for a new employee benefit offering or the construction of a baseball field, NovusAGENDA will provide the controlled, well-organized systematic solution to truly make your organization paperless. With the NovusAGENDA foundation in place internally, your board members and public can now access the information they need on demand at any time from any device!

NovusAGENDA will reduce your internal staff labor of processing individual items and back up material by over 50% while eliminating all paper and copy costs your organization currently has budgeted for this part of your business. The savings does not stop there! If board members wish to go electronic, distribution and printing costs will also be eliminated as well as a reduction in research time bringing the full power of electronic data access to the fingertips of each board member. Tools for the board member include:

- Logging in through a secure username and password on any device (i.e., iPads, etc)!
- Viewing agendas and all materials well before the meeting
- Viewing specific items along with support material including Closed Session items
- Making secure personal private comments on any item for their own purposes
- Researching past Agenda, Minutes and Personal Private Comments.
- Real time analytics on spending patterns and goal tracking

The savings continue during your meeting as NovusAGENDA has all the tools to automate the creation of your minutes, track and record voting, motions, and much more, such as video streaming indexed for you and your public. NovusAGENDA's unique reporting module empowers your administrators with the data from your meetings to make data-driven decisions for the organization and track your progress along the way.

Novusolutions award winning staff brings over 12 years of experience working with hundreds of government NovusAGENDA clients across the country. Our support team will be an extension to your organization to offload all software management, training, and support, so you can focus on providing



the public and board the transparency they demand. *NovusAGENDA is the one comprehensive solution to make paperless meetings easy!*

INSTALLATION OPTIONS

Novusolutions knows each public organization is unique and requires various installment options. **Whether you want to install NovusAGENDA on your own servers or in the Novusolutions cloud, the choice is yours.** Both pricing and NovusAGENDA functionality are the same either way, so contact your sales representative to strategize on the best fit for your organization.

INSTALLATION OPTION 1- NOVUSAGENDA SOFTWARE AS A SERVICE OPTION-

This is the first of two options offered here. This is by far the most popular choice with clients today.

Our Software as a Service option is SAS 70 Type II compliant

This option allows you to outsource the hosting of the software to Novusolutions. This is by far the most popular option in today's environment.

INSTALLATION OPTION 2- NOVUSAGENDA SELF-HOSTED –

This the second of two options offered here. For those clients that are looking to install NovusAGENDA on their own servers, there will be a one-time set up fee to install, QA, and test NovusAGENDA on the client's environment. The client will need to provide remote access to the necessary servers for our team to accomplish this set up. The cost of this service is a one-time fee of \$3,450. This is **not included** in the Pricing Summary outlined in this proposal. (This fee also includes Laserfiche integration with NovusAGENDA, which is available only with the self-hosted option.)

This option allows you to host the software on your servers.



DEPLOYMENT SERVICES

Standard services are required for deployment and included in the pricing and support.

Included Standard Deployment Services	
Configured Item Details	This screen is configured to add fields to our standard from required by your organization.
Configured Public Agendas	The public agenda is configured to mimic your current layouts.
Configured Minutes Page Set	The page set includes draft and final minutes layout.
Custom Workflows	Workflows can be pre-configured allowing users to simply submit items to named workflows which are then built for them automatically.
Solution Overview	This session is with key staff including Board Clerk, IT staff assigned to support the software and key Board Clerk staff. The session involves a complete system overview and workflow building session. This session is delivered prior to any other training so key staff are very familiar with the solution and the workflows are correct prior to staff training.
PDF converter	Attachments and agenda packets are converted to one single PDF file.



Video Services	Do you already video record your meetings? If so, NovusAGENDA will offer you two meetings per month to be uploaded and streamed to the public off our servers <u>at no additional cost</u> . You take your existing video and simply upload it to our servers. Once it is converted, you can link clients to that video stream off your meeting. If you are looking for indexing or are starting from scratch and would like to record your meetings, please see our Video Service Considerations Section.
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PILOT PROGRAM

Novusolutions has agreed to offer you a pilot program of NovusAGENDA to confirm the cost and efficiency savings. Novusolutions is confident that NovusAGENDA will exceed expectations, eliminate paper, and improve the business process of agenda creation and meeting management. There will be no cost for the 2 meeting cycle duration of this pilot.

Upon successful implementation of the pilot, you will then agree to continue using NovusAGENDA for the Pricing outlined below. However unlikely, if NovusAGENDA does not satisfy your needs, then no commitment is required and the service will be turned off.

The Approval Page of this document will need to be signed prior to beginning this agreement. This will allow Novusolutions to dedicate the resources to begin the project.

PRICING

All pricing includes an unlimited use license enabling support for as many meeting types as you need at no added license costs. There are no user licenses either. "Unlimited use" means unlimited use with NovusAGENDA no matter which installation option you choose.

NOVUSAGENDA SOFTWARE PRICING

Item	Pricing (Annually)
NovusAGENDA	\$7,950
NovusMEETING	Included



NovusBOARDVIEW	Included
NovusREPORTING	Included
Board and Committee management	Included
Video Integration	Included
Video Services	See Video Services Considerations
Laserfiche integration	Included in self-hosted only; not available for SaaS implementations
Total Annual Cost	\$7,950
Option In Meeting Tools (Voting, etc.)	Additional \$600 annually

NOVUSAGENDA TRAINING PRICING

Standard training services are required for deployment and are a one-time fee.

Standard Remote Training Services	Description
Administrator Training	This is remote training to train one or two system administrators on managing user rights in NovusAGENDA. The cost is for the class not per student. This class is delivered remotely using web meeting technology managed by Novusolutions.
Board Clerk Training	Training including meeting management, agenda



	preparation, minutes and system oversight. Delivered remotely using web meeting.
User Training	Training includes creating items, copying old items to new meeting and item submission and approval process. Delivered remotely using web meeting.
Board Training	Training includes viewing agendas, minutes, and all documentation for upcoming meetings, making private notes, researching past meeting information and notes, and analyzing reports and meeting data.
Web Based Training	Web-based training videos for all staff to view on demand via Internet. Videos include: <ul style="list-style-type: none"> • User training • Board Clerk Training • Board Training
Total One Time Cost	\$750

OPTIONAL TRAINING SERVICES

Additional remote training – Included for new releases and refresher training. If retraining is needed due to turnover or other issues and the client does not want to use the included Web-Based Training Portal, nor sign up for the regularly scheduled Client Webinars, private remote classes can be scheduled for \$125 an hour.

Onsite training - \$2,450 per day includes travel, 2-day minimum.

ADDITIONAL SET UP FEE FOR NOVUSAGENDA CLIENTS THAT WISH TO HOST THEMSELVES (OPTION 2)

For all clients that elect Option 1 to purchase NovusAGENDA in the cloud, you can skip this section. For those clients that are looking to install NovusAGENDA on their own servers, there will be a one-time set up fee to install, QA, and test NovusAGENDA on the client’s environment. The client will need to provide remote access to the necessary servers for our team to accomplish this set up. The cost of this service is a one-time fee of \$3,450.



PRICING SUMMARY FOR NOVUSAGENDA

- Year 1 \$8,700 (Includes one-time Standard Remote Training Services).
- Please add \$3,450 for one-time set up fee if you decide to host on your own servers
 - Please add \$600 for In Meeting Tools such as Board Member Voting, Request to Speak, etc.
- Year 2 \$7,950 (Annual Maintenance and Support)
- Please add \$600 for In Meeting Tools such as Board Member Voting, Request to Speak, etc.)
- Year 3 \$7,950 (Annual Maintenance and Support)
- Please add \$600 for In Meeting Tools such as Board Member Voting, Request to Speak, etc.)

Three-year average cost \$8,200. This is for comparative purposes only as there are NO contracts to sign with NovusAGENDA.

Payment Terms – Novusolutions sets up complete software to you within 30 days of receiving your order. You can begin initial testing upon receipt of your “Test Script” from NovusAGENDA. At this point, full payment for the annual fee is due. Your software has been configured to your standards and is ready for final testing. Any modifications to configurations will be done at no charge under our annual support program.

VIDEO STREAMING SERVICES CONSIDERATIONS

The pricing above includes the option for clients to upload the existing video of their meetings to our servers and create a link to those videos on their agendas and minutes in NovusAGENDA (limit of 2 meetings a month). However, many clients require additional video services. NovusAGENDA provides state of the art video streaming technology and services completely hands-free! Contact us for pricing on hardware and the video streaming services that best fit your needs. These video services can be added at any time!

VIDEO STREAMING HARDWARE AND SET UP COSTS

Many clients have already invested in various cameras and technology solutions for their video streaming needs. In most cases, NovusAGENDA’s video solutions can integrate with these systems. If



you need a camera quote, please contact your sales representative. The next questions that need to be answered however are:

- Do I need to have a live stream of our meetings on our website?
 - If so, do they need to be in HD and do we need to support multiple outputs such as cable?
- Do you want to offload all video editing and indexing services so I can focus on creating my minutes if it makes financial sense to do so?

If you answered “No” to both of these sections, you do not need encoder hardware below! Move on to the Video Services Section of this proposal. If you answered yes to either of the questions above, you need an encoder. If you already own one, let’s talk as we may be able to use your existing hardware. If not, here is the NovusAGENDA hardware option to consider. Contact your sales representative to find out about other hardware options such as Portable encoder solutions and other HD and multiple outlet options.

Item Description	Type	Costs (Up-Front)
Hardware/Software/Provisioning	Tower	
<ul style="list-style-type: none"> • Server, Encoder Software Installation, System Burn-In, Rack mount Kit (4 posts-universal) 		
<ul style="list-style-type: none"> • Branded Video Library Design, Branded Player Design 		
<ul style="list-style-type: none"> • Remote Install (Typically 3 hours) 		
<ul style="list-style-type: none"> • Licenses for Software/Tools (Flash Media, EASE, HTML5, Microsoft OS) 		
Viewcast Osprey Video Capture Card with Simulstream Software	260-e	
		Total Costs (Up-Front)
Hardware/Software/Provisioning +Viewcast Osprey		\$ 5,325.00

* Price and hardware model are subject to change after 60 days without prior notice.



AGENDA MANAGEMENT SOLUTIONS



VIDEO STREAMING INDEXING SERVICE OPTIONS

The Open Meeting Law requirements in your state require accessible minutes. Nothing in the Open Meeting Laws however require you also to be a video editor! NovusAGENDA offers two options for video streaming services above and beyond the two non-indexed meetings a month included with the NovusAGENDA software costs. **NovusAGENDA's Extensible Automated Streaming Engine (EASE)** solution meets all current and future needs for government without creating any additional work for staff. EASE is a hands-free tool that eliminates the need for client staff members to spend time on indexing, editing or time-stamping video content. Each EASE package includes *On-demand* archiving, a 24/7 LIVE Stream via Internet and PEG, streaming to Apple devices (ex: iPad & iPhone) and up to 120 hours of additional specialty content each year. Client also has the ability to upload media via FTP as an option if live streaming is not applicable.

Service Description		Costs (Monthly)
Package 1	(BREASE) - Up To 25 Non-Indexed meetings per year (does not include LIVE)	FREE
-or-		

Pricing Proposal



Package 2	(LIVE ONLY) – 24/7 SD video stream of meetings/events	\$ 250.00
	-or-	
Package 3	(BREASE/LIVE) –Over 25 Non-Indexed meetings per year (includes LIVE feed)	\$ 500.00
	-or-	
Package 4	(EASE) Up to 25 indexed meetings a year (includes LIVE feed)	\$ 750.00
	-or-	
Package 5	(EASE) Up to 50 indexed meetings a year (includes LIVE feed)	\$ 995.00
	-or-	
Package 6	(EASE) Up to 50 indexed meetings a year (includes LIVE feed and Camera switching)	\$ 1,495.00

Pricing will be added to your annual maintenance and support fee of NovusAGENDA

(OPTIONAL) Services/Upgrades – Individual Pricing	Costs
• 24/7 Live Stream – Around the clock SD stream of PEG Channel	\$ 250.00/month
• Additional Indexed On-demand Meeting (no limit on non-indexed)	\$ 150.00/meeting
• Remote Switching (Approved Broadcast Systems Only If not bundled with other offers) *	\$ 130.00/event
• AT&T U-Verse Service (If not bundled with other offers)	<i>Call for Quote</i>
• Storage per additional year (If beyond 36 month window)	\$ 180.00/year
• Programming, Development or Design Implementation	\$ 120.00/hour
• Closed Captioning Services (If not bundled) **	<i>Call for Quote</i>
• Novus Agenda Management System	<i>Call for Quote</i>

WE OFFER A PRICE MATCH GUARANTEE FOR ALL "APPLES-TO-APPLES" SERVICES.

* Must have *approved broadcast system(s)* and *reliable Internet Connection*.

** Service is priced on per event hour, including any breaks/executive session time, and requires proper closed captioning hardware. Event hour is rounded up to the nearest half hour.



PRICING SUMMARY FOR NOVUSAGENDA VIDEO HARDWARE AND SERVICES

Year 1 \$13,925 (Includes the following):

- Video Streaming Hardware Set Up Costs and Encoder (\$5,325)
- Video Hands Free Indexing and Streaming Service, (EASE) Up to **25** indexed meetings a year (includes LIVE feed) Package 4 (\$9,000)

THERE ARE NO CONTRACTS TO SIGN WITH NOVUSAGENDA! HOWEVER, IF YOU ARE LOOKING TO SAVE MONEY ON YOUR UPFRONT COSTS IN YEAR ONE, ASK YOUR SALES REPRESENTATIVE ON HOW THESE COSTS CAN BE REDUCED IF YOU ARE INTERESTED IN SIGNING A LONG TERM COMMITMENT WITH NOVUSAGENDA.

Year 2 \$9,000 (NovusAGENDA Video Streaming Hands-Free Indexing Service which will be added to your NovusAGENDA yearly annual maintenance and support)

Year 3 \$9,000 (NovusAGENDA Video Streaming Hands-Free Indexing Service which will be added to your NovusAGENDA yearly annual maintenance and support)

Payment Terms - All Video hardware must be paid 100% upfront.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS LICENSE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE NOVUSAGENDA SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HOW DO I ORDER?

We require your signature on the approval page listed below. Once that has been signed and sent back to Novusolutions we will assign your project manager. If you choose to issue a purchase order you may attach it to these documents or send it in under separate cover.

You can email to sales@novusolutions.com or :

Mail to: Novusolutions

10012 N Dale Mabry Hwy

Suite 115

Tampa, Florida 33618-442 Fax to:

954-337-0761

Attn: Sales



APPROVAL PAGE

Cherokee County hereby agrees to proceed with the project, initiating with the Pilot project described above and, following a successful Pilot cloud implementation, will move forward with NovusAGENDA. If the pilot is not successful, there is no cost or obligation.

In order to proceed with the Pilot implementation, this Authorization must be signed, which will initiate assignment of personnel to begin the Pilot project. After the successful pilot, please choose which option you will prefer to deploy (not binding as you can change your mind).

- NovusAGENDA SaaS (Software as a Service hosted by Novusolutions in the cloud)
- NovusAGENDA Self-Hosted (on your servers after successful pilot)

OPTIONAL COMPONENTS for Pilot: Please check any options to be included.

- NovusAGENDA In Meeting Tools (Voting, request to speak, etc.) – Available after pilot
- NovusAGENDA Workflow (Some clients choose to engage departments after successful pilot) – Available after pilot
- NovusAGENDA Video (Hardware may need to be purchased based on Package chosen)
- Laserfiche Integration (Only available on Self-hosted and after successful pilot)

The Pilot duration will be 90 days from beginning. The deployment, training, and consultation should typically take no more than 30 days. Your two meeting cycles as part of the pilot will typically be the following 30 days. We add an extra 30 days for any unforeseen issues like vacation accommodations for the client, additional test meetings, etc. We will be long term partners with you regarding your meeting management so if the pilot needs to be extended for any reason, please contact us to discuss.

Signature

Date

Printed Signature

Purchase Order Number _____ (optional)

Invoice Address:

Accounts payable contact: _____

Phone _____

E-mail _____

RESOLUTION NO. 2014- R-013
CASE # 14-04-008
APPLICANT: Development Authority of Cherokee County

A resolution approving the rezoning of the following described property:

35.28 acres located in **Land Lot 1058** of the **21ST District**, 2nd Section of Cherokee County, Georgia, and indicated as **Parcels 247 and 248A** on **Tax Map 21N05**.

WHEREAS, it hereby is found and determined that a petition to change the zone of the above described property from **R-20 to LI** was filed on February 21, 2014.

Proposed Use: Business Park

WHEREAS, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on April 1, 2014 in the Commission Chambers of the Cherokee County Administrative Building. Recommendation from the Planning Commission was for denial.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the above-described property is now located in the **LI** zoning district and the Cherokee County Zoning Administrator hereby is directed to change the district maps accompanying and being part of the rezoning resolution.

Adopted this 6th day of May, 2014

L. B. Ahrens, Chairman

Christy Black, County Clerk

****Conditions on Page 2****

1. A landscaped earthen berm of a minimum of 4 ft. in height to be installed within the 50 ft. zoning buffer adjacent to residentially zoned property along the Southwest, West and Northern boundaries of the subject property. Along the Northern property boundary, said berm shall extend the length of the boundary except for the area reserved for stream buffers, which shall remain undisturbed. Said berm to be installed concurrent with development site.
2. Landscaping of the berm shall include fast growing evergreen vegetation such as "Green Giant" arborvitae (Thuja Species), or similar species, planted to create a year round visual screen. The County Arborist to determine spacing most appropriate for site conditions.
3. Repair any road damage caused during any and all parts of construction including cracks, potholes or road side edge scuffing or breakage. These improvements must be computed under standards sanctioned and approved by County Engineer, Geoff Morton.
4. Save River Birch and Crepe Myrtle along northern property line of Ms. Lisa Barber's property to assist with screening.
5. All of this to be completed at time of construction.



Cherokee County, Georgia Agenda Request

SUBJECT: Modification to Sick Leave Policy

MEETING DATE: May 20, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve resolution to modify sick leave policies to include payment for accrued sick leave in the event of an employee's death while employed, and clarify when an employee may be paid for accrued sick leave.

FACTS AND ISSUES:

6.5.11 An employee who voluntarily separates employment with the County in good standing for any reason ~~other than death will not~~ may be paid for ½ sick leave accrued earned or used up to the date of separation. The estate, of an employee who passes away while employed with the County, may be paid for 100% sick leave accrued up to the date of death.

6.5.12 At least ½ of accrued sick leave of an employee covered under the Defined Pension Plan who is vested for a minimum of ten (10) years may be credited toward the Defined Benefit Pension calculation. ~~Employees covered under the 401A retirement plan that elected not to be covered under the Defined Pension Plan and who meet the qualifications for retirement, may receive pay for ½ of their accrued sick leave at time of retirement. All accrued sick leave will be credited toward the Defined Benefit Pension calculation for those employees who meet the qualifications for retirement. Retirees will not receive any other compensation for accrued sick leave upon retirement.~~

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval of Resolution.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

Resolution _____

Resolution to amend Personnel Policies §6.5.11 and §6.5.12 to include payment for accrued sick leave in the event of an employee's death, clarify when an employee may receive payment for accrued sick leave, and for other purposes

6.5.11 An employee who voluntarily separates employment with the County in good standing for any reason ~~other than death will not~~ may be paid for ½ sick leave accrued earned or used up to the date of separation. The estate, of an employee who passes away while employed with the County, may be paid for 100% sick leave accrued up to the date of death.

6.5.12 At least ½ of accrued sick leave of an employee covered under the Defined Pension Plan who is vested for a minimum of ten (10) years may be credited toward the Defined Benefit Pension calculation. ~~Employees covered under the 401A retirement plan that elected not to be covered under the Defined Pension Plan and who meet the qualifications for retirement, may receive pay for ½ of their accrued sick leave at time of retirement. All accrued sick leave will be credited toward the Defined Benefit Pension calculation for those employees who meet the qualifications for retirement. Retirees will not receive any other compensation for accrued sick leave upon retirement.~~

Approved this 20th day of May, 2014

Board of Commissioners

L. B. Ahrens, Chairman

ATTEST

Christy Black, County Clerk



Cherokee County, Georgia
Agenda Request

*Amendment
2.8*

SUBJECT: Title VI Plan

MEETING DATE: May 20, 2014

SUBMITTED BY: Steven B. McClure

COMMISSION ACTION REQUESTED:

Consider approval of the County's Title VI plan which prohibits discrimination on the ground of race, color, or national origin in any program or activity receiving federal financial assistance.

FACTS AND ISSUES:

Title VI of the Civil Rights Act of 1964 provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

As a recipient of Federal financial assistance through GDOT and the Federal Transit Administration (FTA), Cherokee Area Transportation System (CATS) must adhere to the regulations outlined in Circular 4702.1B adopted by the FTA on October 1, 2012. Part of the requirements is that the recipient (CATS) update their Title VI plan every 3 years.

The proposed updated Title VI plan meets the requirements and allows the County to maintain compliance. The approved plan must be submitted to GDOT by June 1, 2014.

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

Approve the Title VI plan as submitted and authorize the Board Chair to sign a resolution adopting the plan.

REVIEWED BY:

DEPARTMENT HEAD:
AGENCY DIRECTOR:
COUNTY MANAGER

[Signature]

RESOLUTION 2014-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, GEORGIA, APPROVING THE CHEROKEE COUNTY TITLE VI PLAN AS AUTHORIZED BY THE FEDERAL TRANSIT ADMINISTRATION AND THE MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21), PUBLIC LAW 112-141.

WHEREAS, as the recipient of Federal Transit Administration (FTA) funding, Cherokee County is required to maintain a Title VI program; and

WHEREAS, the 2014 Cherokee County Title VI plan for transit operations was developed per FTA Circular 4702.1B to meet the new requirements as authorized in the Moving Ahead for Progress in the 21st Century Law 112-141; and

WHEREAS, FTA Circular 4702.1B requires each recipient of federal funding assistance to provide a copy of board minutes or a resolution demonstrating the board's consideration, awareness, and approval of the contents of the Title VI plan.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County, Georgia, that:

1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.
2. The Board of Commissioners of Cherokee County approves the 2014 Cherokee County Title VI Plan for transit operations as presented.
3. The Board of Commissioners authorizes the Board Chair to sign this Resolution on behalf of the Board.

ADOPTED by the Board of Commissioners of Cherokee County, State of Georgia, this 20th day of May 2014.

**BOARD OF COUNTY COMMISSIONERS
CHEROKEE COUNTY, GEORGIA**

By: _____
L.B "Buzz" Ahrens

Cherokee County Area Transportation System

Title VI Plan
2014



Steven B. McClure
Title VI Coordinator
(678) 493-6020

Date Approved by Board:

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I. Plan Statement

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI. Title VI covers all of the operations of covered entities without regard to whether specific portions of the covered program or activity are Federally funded. The term "program or activity" means all of the operations of a department, agency, special purpose district, or government; or the entity of such State or local government that distributes such assistance and each such department or agency to which the assistance is extended, in the case of assistance to a State or local government

Cherokee Area Transportation System (CATS) operates under the authority of Cherokee County Government and is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1B adopted October 1, 2012.

This plan updates the Title VI plan previously approved on April 7, 2010, and serves as a guide to Cherokee County Government in its administration and management of Title VI transportation-related activities.

Title VI Coordinator Contact information:

Steven B. McClure
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

II. Title VI Information Dissemination

Title VI information posters shall be prominently and publicly displayed in Cherokee Area Transportation System (CATS) facilities and on their revenue vehicles. This Title VI Plan will also be posted on the County website at: www.cherokeega.com/human-resources/titleviprogram. Additional information relating to nondiscrimination obligation can be obtained from the Cherokee County Government Title VI Coordinator.

Title VI information shall be disseminated to CATS employees annually via the Employee Education form (see Appendix A) which shall be given to the employee at his/her place of work. This form reminds employees of Cherokee County Government's policy statement,

and of their Title VI responsibilities in their daily work and duties.

During New Employee Orientation, new CATS employees shall be informed of the provisions of Title VI, and Cherokee County Government's expectations to perform their duties accordingly.

All CATS employees shall be provided a copy of the Title VI Plan and are required to sign the Acknowledgement of Receipt (see Appendix B).

III. Subcontracts and Vendors

All subcontractors and vendors who receive payments from Cherokee County Government where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended.

Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

IV. Record Keeping:

The Title VI Coordinator will maintain permanent records, which include, but are not limited to, signed acknowledgements of receipt from the employees indicating the receipt of Cherokee County Government's Title VI Plan, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

Over the last three years there has been no complaints, lawsuits, or discrimination investigations related to CATS.

Record of Title VI Complaints, Lawsuits, and Investigations				
Case #	Date Received	Complaint Description	Status	Summary of Review and Action Taken
Complaints				
	1			
	2			
Lawsuits				
	1			
	2			
Investigations				
	1			
	2			

V. Title VI Complaint Procedures

How to file a Title VI Complaint?

The complainant may file a signed, written complaint up to one hundred eighty (180) days from the date of the alleged discrimination. The complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.
- Other information that you deem significant

The Title VI Complaint Form (see Appendix C) may be used to submit the complaint information. The complaint may be filed in writing with Cherokee County Government at the following address:

Steven B. McClure
Title VI Coordinator/Director of Human Resources
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

NOTE: Cherokee County Government encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Title VI Coordinator as soon as possible, but no later than 180 days from the alleged date of discrimination.

What happens to the complaint after it is submitted?

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by CATS will be directly addressed by Cherokee County Government. Cherokee County Government shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, Cherokee County Government shall make every effort to address all complaints in an expeditious and thorough manner.

A letter of acknowledging receipt of complaint will be mailed within thirty (30) days (Appendix D). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

How will the complainant be notified of the outcome of the complaint?

The Cherokee County Government Title VI Coordinator will send a final written response letter (see Appendix E or F) to the complainant. In the letter notifying complainant that the complaint is not substantiated (Appendix F), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from Cherokee County Government, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the FTA.

Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

VI. Limited English Proficiency (LEP) and Language Assistance Plan

I. Introduction

This *Limited English Proficiency Plan* has been prepared to address the Cherokee County Area Transportation System's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including the Cherokee County Area Transportation System.

In order to prepare this plan, the Cherokee County Area Transportation System used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the Cherokee County Area Transportation System.
2. The frequency with which LEP persons come in contact with Cherokee County Area Transportation System services.
3. The nature and importance of services provided by the Cherokee County Area Transportation System to the LEP population.
4. The interpretation services available to the Cherokee County Area Transportation System and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is in the following section.

Four Factor Analysis

1. Determine the number of LEP persons eligible to be served or likely to be encountered by a program, activity, or service.

According to the 2010 U.S. Census Report –as updated by the American Community Survey 2008-2012, of the 199,226 overall population who are 5 years or older, 25,446 persons in Cherokee County [12.8% of the population] speak a language other than English at home. Of those 25,446 persons, 9,563 [37.6%] have limited English proficiency; that is, they speak

English “less than very well”, this represents 4.8% of the overall eligible population 5 years and older in Cherokee County. In Cherokee County, of those persons with limited English proficiency, 7,509 (3.8%) speak Spanish, 1,104 (.6%) speak Other Indo-European languages, 882 (.4) speak Asian and Pacific Island languages, and 68 (.0) speak other languages.

2. Determine the frequency with which LEP persons come in contact with the program.

CATS operates both 5311 Demand Response and 5307 Fixed Route services for Cherokee County residents. In the month of January 2014 there were a total of 5,036 passengers using CATS. Based on the monthly GDOT Summary Report, a total of 3,394 passengers or 61.5% of the total ridership utilized 5311 services. The ridership is broken down as: White (84%), Black (10%), Hispanic (1%), Asian (1.5%), Other (0.3%), and Unidentified (12.6%).

CATS operates two routes for 5307 Fixed Route services. According to the latest 5307 Fixed Route Observed Ridership survey (April 28 – May 2, 2014), there were a total of 625 riders who utilized CATS Fixed Route services. Of the 625 riders, 26% were White, 15% were Black, 58% were Hispanic, and 1% was Other.

There have been no request for translation or interpreter services.

2012 American Community Survey 1-Year Estimates

	County	Percent	U.S.
Total Population	221,315		313,914,040
White	192,878	87.2%	73.9%
Black or African American	14,267	6.5%	12.6%
American Indian and Alaskan Native	288	0.1%	.8
Asian	3,463	1.6%	5%
Native Hawaiian and Other Pacific Islander	63	--	.2%
Some other race	6,400	2.9%	4.6%
*Two or More Races	3,956	1.8	2.9%
*Hispanic or Latino	20,205	10%	16.9%

3. Determine the importance of the program, activity, or service to people’s lives.

According to the 2010 Census, 89 percent of the workers 16 and older used private transportation or carpooled for their commute to and from work. Of the remaining 10.1

percent, 0.5 percent used public transportation, 1.1 percent walked, 0.9 percent utilized other means, and 8.6 percent worked from home.

A large contingent of CATS transportation users are seniors, developmentally, physically disadvantaged, or Hispanic individuals who use the service for education, medical, shopping, and work purposes.

4. Determine the resources available and cost.

The Cherokee County Area Transportation System reviewed its available resources that could be used for providing LEP assistance, which of its documents would be most valuable to be translated if the need should arise, and current employees within the County Government that would be willing to provide voluntary Spanish translation if needed within a reasonable time period. Presently, there are no less than two employees in different locations that speak Spanish and English should there be a need for translation.

Other language translation, if needed, would be provided through a telephone interpreter line for which Cherokee County Area Transportation System would pay a fee. The cost to the County to provide LEP services would likely be approximately \$10,000.

Cherokee County Government believes we have taken responsible steps to ensure quality access to the transit service program and meaningful language assistance.

Language Assistance Plan

The Cherokee County Area Transportation System has developed this *Language Assistance Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency [LEP] who wish to access services provided. As defined Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

1. Identify LEP Individuals Who Need Language Assistance

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to Cherokee County Area Transportation System services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the Cherokee County Area Transportation System staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- Cherokee County Area Transportation System drivers are provided with “I Speak” cards to assist in identifying the language interpretation needed if the occasion arises.
- All Cherokee County Area Transportation System staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the Cherokee County Area Transportation System sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee’s ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.

2. Language Assistance Measures

Although there is a low percentage (4.8%) in Cherokee County Area Transportation System of LEP individuals 5 years or older, that is, persons who speak English “less than well”, CATS will strive to offer the following measures:

- The Cherokee County Area Transportation System staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
- The following resources will be available to accommodate LEP persons:
 - a. Volunteer interpreters for the Spanish language are available and will be provided within a reasonable time period.
 - b. Language interpretation will be accessed for all other languages through a telephone interpretation service.

3. Training Staff

The following training will be provided to Cherokee County Area Transportation System staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.

- Use of the “I Speak” cards.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

All contractors or subcontractors performing work for Cherokee County Area Transportation System will be required to follow the Title VI/LEP guidelines.

4. Providing Notice to LEP Persons

- Cherokee County Area Transportation System weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of changes in documents and other relevant factors, documents will only be translated as requested.
- Translation resources have been identified and will be consulted on an “as needed” basis.
- When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas may be printed in an alternative language based on the known LEP population.
- Post signs at the Cherokee County Area Transportation System building notifying LEP persons of the LA Plan and how to access language services.
- Post LEP and LA Plan on County website

5. Monitoring and Updating the LEP and LA Plan

Cherokee County Area Transportation System will update the LEP and LA Plan as required. At a minimum, the plan will be reviewed and updated every three (3) years, or when it is clear that higher concentrations of LEP individuals are present in Cherokee County Area Transportation System service area.

VII. Community Outreach

As an agency receiving federal financial assistance, CATS have made the following community outreach efforts:

- Cherokee County Government submits to the Georgia Department of Transportation annually an application for funding. The application requests funding for both capital and operating assistance. Part of the annual application is a public notice, which includes a 30-day public comment period. Additionally, system-wide policy decisions are made by the Cherokee County Board of Commissioners during regularly scheduled board meetings which are open to the public.
- Public board meeting dates and times are advertised on the Cherokee County website, www.cherokeega.com, in the local newspaper, and on closed circuit monitors within the County Administrative Building. These public meetings provide an opportunity for citizens to offer comment and input with respect all county business up for deliberation, as well as to the CATS' grant applications and programs or projects. All interested citizen are invited to attend these meetings.
- Website: Cherokee Area Transportation System maintains a comprehensive website, at <http://cats.cherokeega.com>, which is updated as needed. This site includes services, schedule information, and contact information.

VIII. Analysis of Construction Projects – Environmental Justice

The concept of environmental justice includes the identification and assessment of disproportionately high and adverse effects of programs, policies, or activities on minority and low-income population groups. Within the context of transportation planning, environmental justice considers the relative distribution of costs and benefits from transportation investment strategies and policies among different segments of society. Cherokee Area Transportation System staff is responsible for evaluating and monitoring environmental justice compliance with Title VI.

During the review period there have been no construction projects requiring NEPA documentation. However, the following would be used as guidance in the case of construction:

- A clear description of the low-income and minority population within the study area affected by the project and a discussion of the method used to identify this population (e.g., analysis of Census data, minority business directories, direct observations, and/or public involvement process) would be provided and shared with stakeholders.

- A discussion of all identified adverse effects of the project both during and after construction that would affect the identified minority and low-income population would be organized and planned inclusive of major stakeholders.
- A discussion of all positive effects that would affect the identified minority and low-income population, such as an improvement in transit service, mobility, or accessibility would occur inclusive of all stakeholders.

IX. Opportunities for Inclusive Public Participation:

In order to integrate into community outreach activities, considerations expressed in the DOT Order on Environmental Justice, and the DOT LEP Guidance, recipients and sub-recipients should seek out and consider the viewpoints of minority, low-income, and LEP populations in the course conducting public outreach and involvement activities. An Agency's public participation strategy should offer early and continuous opportunities for public involvement inclusive of social, economic, and environmental impacts of proposed transportation decisions.

Cherokee County Transportation System seeks to achieve inclusive public participation through the following:

- Cherokee Area Transportation System provides opportunities for public comment on service and programmatic activities at all meetings. Comments are accepted by phone, fax, email, US mail, and in person. Contact information is provided on the agency website and brochures.
- Title VI notice and contact information is posted in each bus. See Appendix G
- Staff accessibility: Staff is accessible in person, on the phone, by mail, by fax, by or email. Contact information is provided on the department's website and brochures.
- Cherokee Area Transportation System also uploads its Annual Report on the website for public review and comment.
- Formal Public Comments: A public comment period is identified at the beginning of each Board of Commissioners meeting. Public comment and review periods are used to solicit comments from all groups, including Title VI protected groups. Individuals have the opportunity to provide specific comments by phone, fax, email, US mail, and in person for board members.

X. Requirement to Set System-wide Service Standards and Policies.

The Cherokee Area Transportation System has system-wide service standards in compliance with 49 CFR Section 21.5(b) (2) and (7) and Appendix C.

- **Vehicle Load:** CATS periodically monitors the passenger loads of each route. CATS currently provides two fixed route buses within the City of Canton. The Vehicle Load is less than 1. The ridership is currently not at full capacity and there are no peak hours. However, service standards to ensure that there is no adverse impact relevant to capacity, include frequently monitoring of the routes and ridership.
- **Vehicle Headway:** CATS operates Monday - Friday, 8:00 a.m. to 4:00 p.m. There is no peak/off-peak times. The routes are completed within 60 minutes and load is not a major factor that impacts service frequency or headway. Should this become a concern, a policy will be established.
- **On-time Performance:** On-time performance is defined completing 97% of all scheduled trips on a daily basis and is monitored quarterly.
- **Service Availability:** CATS service area is provided such that 85-90% of the residents in the service area are within one-fourth of a mile of bus service. The average distance between stops is 1 mile. Complimentary service is also provided.

FTA requires fixed route transit providers to develop a policy for each of the following service indicators.

- **Distribution of Transit Amenities:** CATS transit amenities are distributed throughout the service area and system. Criteria for selection of future park and ride lots, bus shelters, benches or trash cans are clear and objective and do not contain any consideration of racial distribution of the population.
- **Vehicle Assignment:** There is no differentiation in vehicle assignment for the service.
- **Transit Security:** Decisions regarding measures taken to protect employees and the public either from criminal activity or a terrorist act are based on neutral criteria.

Appendix A - Employee Annual Education Form

Title VI Policy

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of Cherokee County Government are expected to consider, respect, and observe this policy in their daily work and duties. If a citizen approaches you with a question or complaint, direct him or her to the Director of Human Resources who is the Title VI Coordinator.

In all dealings with citizens, use courtesy titles (i.e. Mr., Mrs., Ms., or Miss) to address them without regard to race, color or national origin.

Appendix B - Acknowledgement of Receipt of Title VI Plan

I hereby acknowledge the receipt of Cherokee County Government's Title VI Plan. I have read the plan and am committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1B.

Your signature

Print your name

Date

Appendix C - Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." If you feel you have been discriminated against in transit services, please provide the following information in order to assist us in processing your complaint and send it to:

Title VI Coordinator
Human Resources Department
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

Please print clearly:

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ (home) _____ (cell) _____ (message)

Person discriminated against: _____

Address of person discriminated against: _____

City, State, Zip Code: _____

Please indicate why you believe the discrimination occurred:

_____ Race or color

_____ National origin

_____ Income

_____ Other

What was the date of the alleged discrimination? _____

Please attach any documents you have which support the allegation. Then date and sign this form and send to the Title VI Coordinator at:

Director of Human Resources
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

Your signature

Print your name

Date

APPENDIX D - Sample Letter Acknowledging Receipt of Complaint

Today's Date

Ms. Jo Doe
1234 Main St.
Clarksville, Tennessee 37040

Dear Ms. Doe:

This letter is to acknowledge receipt of your complaint against the Cherokee County Government alleging _____.

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning _____, or write to me at this address.

Sincerely,

Title VI Coordinator
Director of Human Resources
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

APPENDIX E - Sample Letter Notifying Complainant that the Complaint Is Substantiated

Today's Date

Ms. Jo Doe
1234 Main St.
Clarksville, Tennessee 37040

Dear Ms. Doe:

The matter referenced in your letter of _____ (date) against Cherokee County Government alleging Title VI violation has been investigated.

(An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. *(If a hearing is requested, the following sentence may be appropriate.)* You may be hearing from this office, or from federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

Title VI Coordinator
Director of Human Resources
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

APPENDIX F - Sample Letter Notifying Complainant that the Complaint Is Not Substantiated

Today's Date

Ms. Jo Doe
1234 Main St.
Clarksville, Tennessee 37040

Dear Ms. Doe:

The matter referenced in your complaint of _____ (date) against Cherokee County Government alleging _____ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964, had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

Cherokee County Government has analyzed the materials and facts pertaining to your case for evidence of the county's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to 1) appeal within seven calendar days of receipt of this final written decision from Cherokee County Government, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at

Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor - TCR 1200
New Jersey Ave., SE
Washington, DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Title VI Coordinator
Director of Human Resources
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

APPENDIX G - Posters Displayed in Revenue Vehicles and Facilities

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The Cherokee County Government transit system (CATS) is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.B. If you feel you are being denied participation in or being denied benefits of the transit services provided by Cherokee County Government, or otherwise being discriminated against because of your race, color, national origin, gender, age, or disability, you may contact our office at:

Title VI Coordinator
Director of Human Resources
Cherokee County Government
1130 Bluffs Parkway
Canton, GA 30114

For more information, visit our website at www.cherokeega.com

MISSION STATEMENT



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

OUR GOAL:

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

OUR PROMISE:

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

OUR COMMITMENT:

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

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

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



Cherokee County Board of Commissioners

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

Cherokee County Rules of Procedure
Public Hearings

- 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 herein and in the Civility Code and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.
 - 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. Any amendment to these rules of order by a Commission Member shall be submitted to the Clerk in writing one week before the designated meeting. The proposed amendment shall be included on the agenda for that meeting and distributed to all Board Members. All amendments require a simple majority of affirmative votes by the Board for adoption.
- 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.

Cherokee County Rules of Procedure
(Public Comment Policy)

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.