



Cherokee County Board of Commissioners WORK SESSION AGENDA

October 7, 2014
3:00 p.m. | Cherokee Hall

1. Discussion of Regular Agenda Items.

ADJOURN

Executive Session to Follow

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM SEPTEMBER 23, 2014.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

1. Consider R-80 residential subdivision planning using Conservation Design Community.
-

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Discussion on 2015 BOC Meeting Dates.

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

CONSENT AGENDA

- 1.1 Consider approval to surplus and recycle old workstations and printers that are in poor repair at Roads and Bridges.
-

COUNTY MANAGER

- 2.1 Consider adoption of the FY2015 Budget for Cherokee County Board of Commissioners.
- 2.2 Approve County standard Professional Services Agreement (PSA) to Focus Counseling & Training, Inc. in the amount of \$232,000 for four (4) years (\$58,000 per year) for the continuation of grant required Seven Challenges Therapy for the Juvenile Court, contingent upon annual state funding.
- 2.3 Consider acceptance of Victims of Crime Act (VOCA) Award for the DA's Office in the amount of \$87,397.00. The required match of \$21,849.00 is satisfied with existing personnel and no new county funds are required.
- 2.4 Consider approval of Contribution Agreement with Georgia Association of Conservation District Supervisors (GACDS) in the annual amount of \$17,238.50 for the cost share of the County's Conservation Administration Office.
- 2.5 Authorize first renewal of Food Services Agreement to Trinity Food Services Group, Inc. for County fiscal year 2015 (October 1, 2014 to September 30, 2015). There is no increase over last year's contract.

- 2.6 Authorize second renewal of Commissary Services Agreement to A&S Commissary Services, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015). A&S pays the County of 34% of gross sales at the adult detention center which amounts to approximately \$294,818.00 per year.

- 2.7 Authorize second renewal of Inmate Telephone Location Agreement to Consolidated Telecom, Inc. for County fiscal year 2015 (October 1, 2014 to September 30, 2015). Consolidated pays the County 68% commission of phone receipts by inmates and 33% of video visitation receipts.

- 2.8 Authorize first renewal of Inmate Health Services Agreement to Correct Health of Cherokee, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015) in the total amount of \$1,891,213 plus per diem if maximum inmate population exceeded. No increase in contract price.

- 2.9 Consider lease agreement to use Cherokee Charter Academy Gym for Cherokee Youth Basketball (CYB) practices and games during the 2014-2017 seasons.

- 2.10 Consider approval of Construction Services Agreements for Justice Center Renovations to Latimer Construction in the amount of \$18,408.00 and to IDS, Inc., in the amount of \$6,035.00.

Dale item senior center. Marianne Pieper item.

COUNTY ATTORNEY

ADJOURN



Cherokee County Board of Commissioners AGENDA

October 7, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Kendall Jones of MUST Ministries will give 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"

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PROCLAMATION

Fellowship of Christian Athletes Day

AMENDMENTS TO AGENDA

1. Add consent item 1.1, Historical Society Lease.
2. Add to announcements, early voting.
3. Add to announcements, ARC 2015 Arts Leaders.

ANNOUNCEMENTS

1. Atlanta Regional Commission (ARC) Creating a Regional Strategic Plan for Aging Services: October 14, 10 a.m. to noon, City Center Woodstock, 8534 Main Street.
2. Early voting for 2014 general election begins Monday, October 13th.
3. ARC 2015 Arts Leaders of Metro Atlanta.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM SEPTEMBER 23, 2014.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

1. Consider R-80 residential subdivision planning using Conservation Design Community.
-

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Discussion on 2015 BOC Meeting Dates.

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 and recycle old workstations and printers that are in poor repair at Roads and Bridges.
- 1.2 Consider 5-year lease with the Historical Society for 3,683 square feet of space located in the Historic Courthouse.

COUNTY MANAGER

- 2.1 Consider adoption of the FY2015 Annual Budget.
- 2.2 Approve County standard Professional Services Agreement (PSA) to Focus Counseling & Training, Inc. in the amount of \$232,000 for four (4) years (\$58,000 per year) for the continuation of grant requiring Seven Challenges Therapy for the Juvenile Court, contingent upon annual state funding.
- 2.3 Consider acceptance of Victims of Crime Act (VOCA) Award for the DA's Office in the amount of \$87,397.00. The required match of \$21,849.00 is satisfied with existing personnel and no new county funds are required.
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\$17,238.50 for the cost share of the County's Conservation Administration Office.

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- 2.7 Authorize second renewal of Inmate Telephone Location Agreement to Consolidated Telecom, Inc. for County fiscal year 2015 (October 1, 2014 to September 30, 2015). Consolidated pays the County 68% commission of phone receipts by inmates and 33% of video visitation receipts.
- 2.8 Authorize first renewal of Inmate Health Services Agreement to Correct Health of Cherokee, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015) in the total amount of \$1,891,213 plus per diem if maximum inmate population exceeded. No increase in contract price.
- 2.9 Consider lease agreement to use Cherokee Charter Academy Gym for Cherokee Youth Basketball (CYB) practices and games during the 2014-2017 seasons.
- 2.10 Consider approval of Construction Services Agreements for Justice Center Renovations to Latimer Construction in the amount of \$18,408.00 and to IDS, Inc., in the amount of \$6,035.00.
- 2.11 Consider approval of changes in the activities covered under the CDBG 2010, 2011, 2013 and 2014 Annual Action Plans.

2.12 Consider three-year agreement with Project Open Hand of Atlanta in the amount of \$185,489.79 per year for the ARC Grant funded meals program at the Senior Center.

COUNTY ATTORNEY

ADJOURN

Cherokee County Proclamation

WHEAREAS: Since 1954, the Fellowship of Christian Athletes (FCA) has been challenging coaches and athletes on the professional, college, high school, junior high and youth levels to use the powerful medium of athletics for Christian fellowship; and

WHEAREAS: FCA is the largest Christian sports organization in America and focuses on serving local communities by equipping, empowering and encouraging people to positively impact the world through the example of Christ; and

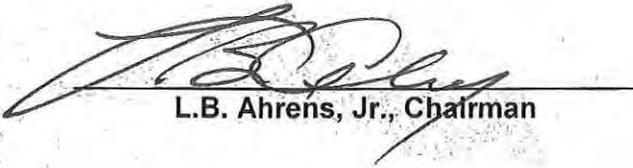
WHEAREAS: The four main values thought by FCA are integrity, service, teamwork, and excellence; and

WHEAREAS: On October 8, 2014, parents, students, and coaches will come together on their local high school athletic fields for an event called Fields of Faith, presenting an opportunity for students to share their testimonies with one another. Fields of Faith was started in 2002 in Oklahoma, and has now grown to become a nationwide FCA ministry; now

THEREFORE: I, L.B. Ahrens, on behalf of the Board of Commissioners, do hereby designate Wednesday, October 8, 2014 as:

Fellowship of Christian Athletes Day

in Cherokee County, GA, on the occasion of their 5th Annual Fields of Faith event.


L.B. Ahrens, Jr., Chairman





Cherokee County Board of Commissioners WORK SESSION MINUTES

September 23, 2014
3:00 p.m. | Cherokee Hall

The Chairman began at 3:08 p.m. with all Commissioners Present. Chairman Ahrens read a few excerpts from the book "776 Stupidest Things Ever Said."

Note: Attorney Larry Ramsey sat in for Angie Davis.

1. FY2015 Proposed Budget Summary by Janelle Funk.

Prior to the presentation, the Chairman asked if Ms. Funk if she had received any communication from residents. Ms. Funk said she had not. He asked Ms. Black if anyone had come to the Clerk's office to review copy that was made available there and she replied that no one had.

Ms. Funk began by referring to the review tools, the 2015 Budget Overview and the 2015 Budget Book. Both are posted on the County's website and a hard copy is available at the County Clerk's office. They will hold a Public Hearing during the Regular Meeting that evening at 6:00 p.m. and the Budget will be considered for adoption on October 7, 2014 at 6:00 p.m. Both meetings will be held at 1130 Bluffs Parkway, Canton, in Cherokee Hall.

Ms. Funk presented a county-wide summary showing expenditures and transfers increased \$16.6M from 2014 broken down to operating and capital spending with a decrease in transfers. She also broke down costs to show what is truly available to the County due to funds that have various restrictions or specific purposes. With a few adjustments, the amount remaining without restrictions equals the General Fund. The proposed budget for the General Fund is \$63.3M, of which \$45.7M is planned for Public Safety and Judicial Services. Since there is reluctance to impact the level of Public Safety services, only \$17.6M is available in the General Fund. Ms. Funk stated that trying to fund the salary adjustment with non-public safety available funds would require a 27% cut. Some costs are fairly difficult to influence such as utilities, insurance, and Workers' Comp. The remaining costs are primarily personnel; and we already have one of the lowest headcounts in the metro-Atlanta area. Ms. Funk broke down the General Fund by organization to show how the costs impact the average homeowner. She also showed a break-down of the average homeowner's tax bill showing that the County portion takes up about

33% of the total tax bill. Ms. Funk provided a comparison of Cherokee County's M&O Rate to other metro-Atlanta counties. She stated that Cherokee County has the second lowest rate in the area. She added that if Cherokee County had a HOST in place, our combined county millage rate would probably be the sixth lowest in the state.

Ms. Funk went through the slide presentation and asked if there were any questions. Commissioner Johnston asked if the library employees that were paid by the County were considered in the 2% raises. Ms. Funk said they were. The Chairman asked about potential downfalls. Ms. Funk replied that she feels good about the budget overall but some risks would be whether we have an operator for the recycling plant and fines and forfeitures from the court claims. She added that they believe the 2014 recurring revenue plan will come out about \$1M higher in the General Fund than budgeted.

2. Discussion of Regular Agenda Items.

PUBLIC HEARINGS

1. The Cherokee County Board of Commissioners will hold a public hearing on Tuesday, September 23, 2014 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton at which time the public may comment on the PROPOSED FY2015 BUDGET.
2. The Cherokee County Board of Commissioners will hold a public hearing on Tuesday, September 23, 2014 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton to consider **transmittal of 2014 CIE/STWP Annual Report** to the Georgia Department of Community Affairs (DCA) for their review.

ZONING CASES

1. CASE NUMBER:	14-09-020
APPLICANT:	Rooker Properties, LLC
ZONING CHANGE:	AG to LI
LOCATION:	Leo Taylor Lane
MAP & PARCEL NUMBER:	03N02, Part of 044A
ACRES:	46 +/-

PROPOSED DEVELOPMENT: Distribution/Warehousing
COMMISSION DISTRICT: 1
FUTURE DEVELOPMENT MAP: Workplace Center

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-09-020 Rooker Properties, LLC to rezone from AG (Agricultural) to LI (Light Industrial) on 46 +/- acres for distribution/warehousing.

Commissioner Johnston commented that there were no issues with this case.

2. CASE NUMBER: 14-09-021
APPLICANT: Earl and Olene Darby
ZONING CHANGE: RD-3 to AG
LOCATION: Heard Road
MAP & PARCEL NUMBER: 14N21, 116, 117, 117A, 117B, 117D, 117E
ACRES: 24.15
PROPOSED DEVELOPMENT: Residential Family Farm
COMMISSION DISTRICT: 1
FUTURE DEVELOPMENT MAP: Suburban Growth

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-09-021 Earl and Olene Darby to rezone from RD-3 (Residential) to AG (Agricultural) on 24.15 acres for a residential family farm.

Commissioner Johnston said there were no problems with this case.

3. CASE NUMBER: 14-09-022
APPLICANT: Evans Cook Road Fifty, LLC
ZONING CHANGE: AG and R-40 to R-30
LOCATION: Evans Cook Road
MAP & PARCEL NUMBER: 03N05, 10A
ACRES: 47.9 +/-
PROPOSED DEVELOPMENT: Single Family Residential
COMMISSION DISTRICT: 1
FUTURE DEVELOPMENT MAP: Community Village and Country Estates

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of R-80 of zoning case 14-09-022 Evans Cook Road Fifty, LLC to rezone from AG (Agricultural) and R-40 (Residential) to R-30 (Residential) on 47.9 +/- acres for single family residential.

Commissioner Johnston asked Mr. Watkins to verify the bordering property as to how much is commercial and how much is church property. He added that it may not change the outcome but he does not want to base his decision on something that is factually wrong as it is presented. Further discussion ensued regarding bordering properties. Commissioner Johnston asked if it would be outside of

protocol to ask the Planning Commission Board to take a look at that, consider the statement about the border with commercial and ask them to reaffirm or reconsider their recommendation. Commissioner Johnston said he is not asking they re-open the hearing unless it is deemed appropriate. Mr. Watkins stated he would have to check to be sure they could remand it back to the Planning Commission. The Chairman asked Commissioner Johnston how it would change a decision if the majority of the property is GC. Commissioner Johnston replied that they would be more inclined to approve a higher impact use there. He added he is concerned that it is appealable. If they have enough information to say it is undevelopable, then they are back where they started. Commissioner Johnston stated he has not made up his mind on what to recommend to the Board and it would partly depend on this issue. The Chairman mentioned the possibility of postponing the decision in order to speak with the applicant. Commissioner Johnston agreed that it is another option to consider.

CONSENT AGENDA

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

- 1.1 Consider approval to surplus and recycle defective and/or obsolete electronic equipment from various departments at the Justice Center.
- 1.2 Consider acceptance of ACCG Grant in the amount of \$6,000.00 and authorize Budget Amendment to increase revenue and expenses in the Multiple Grant Fund 250 to allocate the grant monies. There is no County match required.
- 1.3 Consideration of approval of an Agreement between Cherokee County and the Service League of Cherokee County for the County to provide van service for Riverfest.

COUNTY MANAGER

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

- 2.1 Consider approval of Lose & Associates as the Landscape Architect/Engineers for East Park, and approve award of the Professional Services Agreement in the not to exceed amount of \$557,000.00.

- 2.2 Consider acceptance of all public rights-of-way, roadways, and appurtenant drainage structure in seven (7) phases of the Centennial Lakes Subdivision in Pods 2, 4-A, 4-B, 7-A, 12-A, 12-B, and 16A.
- 2.3 Consider acceptance of 2014 VOCA (Victims of Crimes Act) Continuation Award in the amount of \$45,814.00 for County FY2015.
- 2.4 Consider acceptance of annual GEMA Grant and approval of budget amendment in the amount of \$64,804.00.
- 2.5 Consider approval to open a new money market account with East West Bank to earn 0.27% on our cash balance without restrictions. This is greater than the current highest return available with Georgia Fund 1 at 0.1442%.

Chairman Ahrens asked what would be the average daily balance. Ms. Funk responded that they will start the account with \$40M. Commissioner Johnston confirmed that there was no appreciable difference in risk. Ms. Funk said they will collateralize them 110% so they will have assets to support our \$40M balance of 110%. Commissioner Johnston further confirmed that it was not FDIC insured. Ms. Funk stated that just the first \$250K is FDIC insured. Commissioner Johnston asked how the collateralization works. Ms. Funk replied that for public funds, we are required by the State of Georgia that wherever we put our money, it has to be collateralized by the bank. The bank has to have assets to pledge against it 110% of that.

- 2.6 Consider approval of Stop Loss coverage with Anthem (BCBSGA) in the amount of \$817,230.00.

Mr. Cooper added this is a 14% increase from our current coverage but was below the other proposals. The Chairman asked if that number is about what we expect to incur. Mr. Cooper replied that it was.

- 2.7 Requesting authorization for the County Manager to sign appropriate Insurance Paperwork to renew current coverages in the amount of \$704,467.00 with Insurance Office of America/One Beacon.

Mr. Cooper added that our current loss ratio is only at 14%. The Chairman asked how the brokers are paid. Mr. Cooper replied that he would get that information to them.

- 2.8 Approval of second amendment to the Professional Services Agreement and fee schedule for Workers' Compensation claims management to be provided by Key Risk Management Services, LLC for the period 10/1/14 to 9/30/15.
- 2.9 Amendment: Consider approval to renew the County's Excess Workers' Compensation Policy provided by Midwest Employers Casualty Company for the period of 10/1/14 to 9/30/15 for the annual premium of \$165,702.00.

Mr. Cooper stated this only increased by 2% and this helps to pay out any single claim above \$250K. The Chairman asked what the excess Workers' Comp covers. Mr. Cooper responded that if it's a major injury, it can get quite expensive. Our exposure is only up to \$250K on a single claim and Key Risks negotiates the medical costs and hospital charges. Commissioner Johnston commented that one of the big risks is a true long-term disability where we have to pay medical bills for the rest of an employee's life. He asked is the excess how it would get paid. Mr. Cooper said it is.

COUNTY ATTORNEY

Mr. Larry Ramsey went over three items under the **County Attorney** portion:

- 3.1 Consider approval of resolution authorizing and appointing the County Clerk, the County Manager and the Chairman of the Board of Commissioners to receive service of process for all litigation filed against the County.

The Chairman asked Mr. Ramsey if he knew if other counties did this as well. Mr. Ramsey replied that he knows Fulton County Commissioners authorized the County Attorney to accept service on their behalf individually or for the county.

- 3.2 Requesting the adoption of a Resolution consenting to the de-annexation of properties annexed and rezoned by the City of Woodstock for commercial use by Hennessey Honda.

Mr. Ramsey indicated that the properties are three residential lots in Kingsridge Estates. The owners of the lots wish to return to unincorporated status. Ultimately, the City of Woodstock would decide if the properties will be de-annexed, according to State law. The County would have to consent to take the properties back. Mr. Ramsey stated that he added a paragraph to the Resolution regarding a zoning moratorium that there would potentially be a gap in time if the property is de-annexed where this property would have no zoning attached to it until the Board of Commissioners and County

staff could go through the process of putting the zoning classification back on this property.

Commissioner Nelms confirmed that the original zoning for the properties is R-20. He also asked if they could add to the moratorium that the original zoning applied to the properties will be R-20. He believes it will further mitigate any potential risks. Mr. Watkins said that there will be an action to take place to meet the Zoning Procedures Act which will be a re-zoning of the property.

3.3 Requesting approval of a Temporary Medical Hardship for Mr. and Mrs. Robert Byers of 520 River Lakeside Lane.

Mr. Ramsey stated that this is from a portion of the zoning code that limits the placement of manufactured homes in several zoning districts. Ms. Vicki Taylor-Lee stated that Mr. Byers had spoken with her and Mr. Watkins a few times. Mr. Byers is disabled and owns an RV that he set up without realizing he shouldn't. Ms. Taylor-Lee said they do have a provision in Article 7. An individual can put a manufactured home on their property under a Temporary Medical Hardship and are allowed to do it for a year, and if it's over a year they would have to go before the Board for permission for anything over. She stated the anomaly is that this is a recreational vehicle. Mr. Watkins commented that they caution the Board, but they had no other way to give Mr. Byers due process to get him before the Board for permission. Mr. Byers will be at the Regular Meeting. Chairman Ahrens asked about whose District this is in. Mr. Watkins replied that they would find out and let them know. The Chairman asked if there was a precedent over this. Mr. Watkins said they do this if, for instance, a house burns down, that homeowner can put a manufactured home in their yard while awaiting the major renovations. He added that it's not a huge issue.

Officer Eric Bastress of the Marshal's Office asked to speak. He stated that he issued a notice of violation to have all living in the camper stopped. He said they have electrical running to it and it's on blocks and has been there for quite some time. Officer Bastress stated that Mr. Byers told him in the interview that he stays in the RV when his mother-in-law is in town. He said there is ability for Mr. Byers to go into the home. He said the home is on the property line close the house next door which is where the complaint came from. He added he can provide photographs if needed.

Commissioner Gunnin commented that it was a bad situation. The Chairman asked if we had many complaints. Officer Bastress said it was just the one.

The Chairman asked if there was anything else to discuss. Mr. Watkins stated he had an update on an item. He said he attended a meeting held by Council for Quality Growth. Mr. Watkins commented that one of the main topics discussed was that USPS decided that there will no longer be curbside service of mail in any new development in the Atlanta metropolitan region. The region stretches from about Chattanooga to Griffin and from Alabama to Athens. Mr. Watkins explained that curbside means driving up to mailboxes out in front of homes and putting the mail in the mailbox. He added that there were meetings around the area and people supposedly decided this in 2012 but he doubts it because he had not heard about it. He said the mail would be delivered in what is called a CBU (Cluster Box Unit). USPS decided they did not want to be a part of the planning and development process. Every new development will have to go to the USPS to find out where to put the boxes. Mr. Watkins stated there is a host of issues with this, such as placing these in the right-of-way and indemnify the County. If someone hits it and wants to sue someone, it would be the County and not USPS. Mr. Watkins commented that the answer to that issue was that this is the way it's going to be, a one size fits all for all new developments.

Chairman Ahrens asked how these things happen. Mr. Watkins stated that the idea is that it will save taxpayers money for the delivery of their service. They have no standards for this and want to handle it on a case-by-case basis. The whole area will have only one person in which to speak to at USPS. Mr. Watkins stated that any question he asked received no response because they had not thought about such things. He added that Coweta County decided to go ahead and adopt an ordinance based on this information. Commissioner Nelms asked if Coweta County was putting the responsibility on the developer to initiate some kind of process. Mr. Watkins said that it will be up to the developer to do it a certain way. He added that USPS has not thought this through. Mr. Watkins said he wanted to plant the seed in the event the Commissioners want to talk to the Congressmen for our area.

Commissioner Johnston asked what would trigger for requiring it, submitting a plan or beginning of construction. Mr. Watkins replied that he did not know. Commissioner Johnston asked about neighborhoods that were started but then stopped due to the recession and are now being revived. Mr. Watkins responded that those are the ones they will target but will take them on a case-by-case basis. The Chairman commented that he is surprised the Council for Quality Growth hasn't made more noise about it.

than this. Mr. Watkins stated that it just started taking effect earlier this year. Commissioner Johnston commented that it seems the Post Office, because of the \$.50 cap on the first class postage rate, they're trying to find a way around that. He added that on the other hand, it seems like a way to put political pressure on Congress to give them some latitude and change that. He further stated that it seems they may need to get an ordinance in place or a revision to an existing ordinance. Commissioner Nelms asked Mr. Watkins to come up with a draft of an ordinance based on Coweta County's for them to review. Mr. Watkins stated they would work on it.

ADJOURN

Hearing no further items, Commissioner Johnston made a motion to adjourn to Executive Session at 4:35 p.m. to discuss property acquisition and deposition, personnel matters, pending or threatened litigation. Commissioner Nelms seconded and the motion was unanimously approved.



Cherokee County Board of Commissioners MINUTES

September 23, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Bob Alexander with the Pastor Support Network gave the invocation.

PLEDGE OF ALLEGIANCE

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

Commissioner Poole led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:06 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Nelms; County Manager Jerry Cooper; County Attorney Larry Ramsey; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for a motion to ratify closure of Executive Session at 5:25 p.m., noting that no action was taken.

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

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Add item 2.9 under County Manager: Renewal of Excess Workers' Compensation Policy.

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

ANNOUNCEMENTS

1. Road Closure: Roscoe Collett Road

The Cherokee County Roads and Bridges Department announces Roscoe Collett Road will be closed from Monday September 22, 2014 at 7:30 am to Friday October 10, 2014 at 5:30 pm for paving from Yellow Creek Road to the Dawson County Line.

Questions regarding the road closure should be directed to the Roads and Bridges Department at 770-345-5842.

2. Drive-by Flu Shot

North Georgia Health District will be conducting Drive-by Flu Shot Clinics beginning in October. They will offer the 4-in-1 quadrivalent flu vaccine that protects against four different strains of flu, including two influenza A viruses and two influenza B viruses for \$25. For those 65 and older, Fluzone High-Dose influenza vaccine will be available for \$50.

Cherokee County: Tuesday, October 7th, 7:30 A.M. – 6 P.M., Woodstock Health Center: 7545 North Main Street, Woodstock, GA. Call (770) 928-0133 or (770) 345-7371 for details.

Flyers with additional locations and insurance information are available on the table outside Cherokee Hall.

3. Electronics Recycling Day

Saturday October 11th, from 9 a.m. to 1 p.m. at County Administrative Building - 1130 Bluffs Parkway. Most electronic items accepted at no charge. Televisions and CRT Monitors accepted for small fee of \$10 and larger projector TV's a fee of \$25. **Items not accepted:** Wooden Cabinet TV's, Gas Powered Equipment, Tires or Alkaline Batteries. Volunteers will take equipment out of your vehicle. Flyers on table outside Cherokee Hall.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM SEPTEMBER 9, 2014.

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

PUBLIC HEARINGS

1. The Cherokee County Board of Commissioners will hold a public hearing on **Tuesday, September 23, 2014** at 6:00 P.M. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton at which time the public may comment on the PROPOSED FY2015 BUDGET.

Commissioner Nelms made a motion to open the Public Hearing at 6:10 p.m.; Commissioner Poole seconded and there was unanimous approval.

Ms. Janelle Funk went over the slide presentation of the proposed budget which would be considered for adoption at the October 7th meeting. She noted that a copy of the proposed budget was posted online and that a hardcopy was available in the Clerk's Office in the Cherokee County Administrative Offices. A copy of the presentation is included as part of these minutes.

No one had signed up to speak at the Public Hearing. Chairman Ahrens asked the audience if anyone who had not signed up to comment on the budget would like to do so. Mr. Tom Ware said he would like to speak.

1. Tom Ware spoke about the budget, particularly Fleet Maintenance, commenting that the County had a lot of new vehicles in its fleet. He also commented on the 10% Public Safety raises and said he hopes the top ranking staff did not take the 10% increase.

Commissioner Nelms made a motion to close the Public Hearing at 6:41 p.m.; Commissioner Poole seconded and there was unanimous approval.

2. The Cherokee County Board of Commissioners will hold a public hearing on **Tuesday, September 23, 2014 at 6:00 P.M.** in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton to consider **transmittal of 2014 CIE/STWP Annual Report** to the Georgia Department of Community Affairs (DCA) for their review.

Commissioner Nelms made a motion to open the Public Hearing at 6:42 p.m.; Commissioner Poole seconded and there was unanimous approval.

Ms. Margaret Stallings gave a summary of the Capital Improvement Element and Short Term Work Program (CIE/STWP) annual report that the County is required to

submit annually to the Georgia Department of Community Affairs (DCA) as part of the requirement for maintaining the County's impact fee program. She asked the Board to consider approval of the transmittal resolution.

No one had signed up to speak at the Public Hearing.

Commissioner Nelms made a motion to close the Public Hearing at 6:44 p.m.; Commissioner Poole seconded and there was unanimous approval.

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

PUBLIC COMMENT

No one had signed up to speak.

ZONING CASES

1. CASE NUMBER:	14-09-020
APPLICANT:	Rooker Properties, LLC
ZONING CHANGE:	AG to LI
LOCATION:	Leo Taylor Lane
MAP & PARCEL NUMBER:	03N02, Part of 044A
ACRES:	46 +/-
PROPOSED DEVELOPMENT:	Distribution/Warehousing
COMMISSION DISTRICT:	1
FUTURE DEVELOPMENT MAP:	Workplace Center

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-09-020 Rooker Properties, LLC to rezone from AG (Agricultural) to LI (Light Industrial) on 46 +/- acres for distribution/warehousing.

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

2. CASE NUMBER:	14-09-021
APPLICANT:	Earl and Olene Darby
ZONING CHANGE:	RD-3 to AG
LOCATION:	Heard Road
MAP & PARCEL NUMBER:	14N21, 116, 117, 117A, 117B, 117D, 117E
ACRES:	24.15
PROPOSED DEVELOPMENT:	Residential Family Farm
COMMISSION DISTRICT:	1
FUTURE DEVELOPMENT MAP:	Suburban Growth

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-09-021 Earl and Olene Darby to rezone from RD-3 (Residential) to AG (Agricultural) on 24.15 acres for a residential family farm.

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

3. CASE NUMBER:	14-09-022
APPLICANT:	Evans Cook Road Fifty, LLC
ZONING CHANGE:	AG and R-40 to R-30
LOCATION:	Evans Cook Road
MAP & PARCEL NUMBER:	03N05, 10A
ACRES:	47.9 +/-
PROPOSED DEVELOPMENT:	Single Family Residential
COMMISSION DISTRICT:	1
FUTURE DEVELOPMENT MAP:	Community Village and Country Estates

As a result of the public hearing held on September 9, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of R-80 of zoning case 14-09-022 Evans Cook Road Fifty, LLC to rezone from AG (Agricultural) and R-40 (Residential) to R-30 (Residential) on 47.9 +/- acres for single family residential.

Commissioner Johnston stated that after much discussion at Work Session and after discussion with the applicant, he feels he has a better understanding of the request. He said that he is leaning towards the Planning Commission's strong recommendation of 7-1 for R-80. He asked the Board for their comments. Commissioner Nelms stated that with the Planning Commission's recommendation of R-80, based on their knowledge of those commercial boundaries, that's where he is. Commissioner Gunnin commented that although there is GC there, it is the church and he feels that R-80 fits the area. Chairman Ahrens stated that in conversation earlier, somewhere between R-60 was discussed. Commissioner Johnston then stated that he had spoken to the applicant about an hour ago, and that he had asked to be allowed to withdraw his application if he couldn't get approved for at least R-40 zoning.

Commissioner Johnston made a motion to allow the applicant to withdraw the request; Commissioner Nelms clarified if that would be without prejudice. Commissioner Johnston confirmed that the motion would be to **allow the applicant to withdraw the request without prejudice**; Commissioners Nelms seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval to surplus and recycle defective and/or obsolete electronic equipment from various departments at the Justice Center.
- 1.2 Consider acceptance of ACCG Grant in the amount of \$6,000.00 and authorize Budget Amendment to increase revenue and expenses in the Multiple Grant Fund 250 to allocate the grant monies. There is no County match required.
- 1.3 Consideration of approval of an Agreement between Cherokee County and the Service League of Cherokee County for the County to provide van service for Riverfest.

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

COUNTY MANAGER

2.1 Consider approval of Lose & Associates as the Landscape Architect/Engineers for East Park, and approve award of the Professional Services Agreement in the not to exceed amount of \$557,000.00.

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

2.2 Consider acceptance of all public rights-of-way, roadways, and appurtenant drainage structure in seven (7) phases of the Centennial Lakes Subdivision in Pods 2, 4-A, 4-B, 7-A, 12-A, 12-B and 16A.

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

2.3 Consider acceptance of 2014 VOCA (Victims of Crime Act) Continuation Award in the amount of \$45,814.00 for County FY2015.

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

2.4 Consider acceptance of annual GEMA Grant and approval of budget amendment in the amount of \$64,804.00.

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

2.5 Consider approval to open a new money market account with East West Bank to earn 0.27% on our cash balance without restrictions. This is greater than the current highest return available with Georgia Fund 1 at 0.1442%.

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

2.6 Consider approval of Stop Loss coverage with Anthem (BCBSGA) in the amount of \$817,230.00.

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

- 2.7 Requesting authorization for the County Manager to sign appropriate Insurance Paperwork to renew current coverages in the amount of \$704,467.00 with Insurance Office of America/One Beacon.

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

- 2.8 Approval of second amendment to the Professional Services Agreement and fee schedule for Workers' Compensation claims management to be provided by Key Risk Management Services, LLC for the period 10/1/14 to 9/30/15.

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

- 2.9 Amendment: Consider approval to renew the County's Excess Workers' Compensation Policy provided by Midwest Employers Casualty Company for the period of 10/1/14 to 9/30/15 for the annual premium of \$165,702.00.

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

COUNTY ATTORNEY

- 3.1 Consider approval of resolution authorizing and appointing the County Clerk, the County Manager and the Chairman of the Board of Commissioners to receive service of process for all litigation filed against the County.

Larry Ramsey explained that the resolution did not change how the County handled litigation, but allows for the County Clerk and the County Manager to sign for documents served to the County related to litigation.

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

3.2 Requesting the adoption of a Resolution consenting to the deannexation of properties annexed and rezoned by the City of Woodstock for commercial use by Hennessey Honda.

Larry Ramsey gave an overview of the deannexation request. He added that the resolution before the Board for consideration included the addition of verbiage as suggested by Commissioners Nelms during Work Session, to reflect that any rezoning of the subject properties would return to the R-20 zoning classification which was the classification in effect prior to the 2010 annexation.

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

Commissioner Johnston commented that he would like to thank Hennessey Honda for fixing this problem that caused a lot of controversy.

3.3 Requesting approval of a Temporary Medical Hardship for Mr. and Mrs. Robert Byers of 520 River Lakeside Lane.

Mr. and Mrs. Byers spoke to the Board, asking for the temporary hardship to allow their ex-son-in-law to continue to reside in an RV on their property. Mr. Byers stated that the RV was tied into their septic and that they had wired appropriately for the RV. Mrs. Byers asked for approval of the request, adding that the ex-son-in-law was disabled and would be homeless if he had to move out of the RV.

Commissioner Gunnin stated that this was his district and it was a hard decision to make. He said that as discussed in Work Session at length, the hardship case provides for mobile homes, not RV's. He said that he would make a motion to approve for the one year, but after that, they needed to have a plan. Commissioner Poole expressed concerns no sewer permit. He asked Mr. and Mrs. Byers if they had contacted DFCS or other social services to see if they could find assistance for the ex-son-in-law, adding that otherwise, what would they do at the end of the year? Commissioner Nelms commented that if Commissioner Gunnin wanted to move to allow the variance, he would support it.

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

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 7:29 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

LIVE BEYOND EXPECTATIONS



Community Conversations

Creating a Regional Strategic Plan for Aging Services

Help prioritize aging services within the Atlanta region for the next five years.

OCTOBER 14, 2014 | 10 – 12 NOON

The City Center Woodstock | 8534 Main Street | Woodstock, GA 30188

The number of seniors in metro Atlanta will continue to grow significantly in coming years while funding for services remains stagnant or even declines. It is more important now, than ever before, that everyone come to the table with new solutions and better ways to maximize funding and deliver services.

We need you to participate in that conversation.

Join us. Be heard.

As the Area Agency on Aging (AAA), the Atlanta Regional Commission (ARC) plans and provides comprehensive services to address the needs of the region's older population. ARC serves Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale counties.

For more information visit www.atlantaregional.com/aging-resources

For more information contact Roz Tucker at rtucker@atlantaregional.com or 404.463.6041



Good Afternoon Arts and Culture Committee Members,

As the challenges facing arts and cultural industry mount, we need to continue to develop leaders that share a sense of responsibility for supporting arts and culture. As you know from your participation, the Arts Leaders of Metro Atlanta class was created to encourage leaders throughout the community to take an active role in solving the issues and challenges facing the region's arts and culture community.

Applications are now open for the 2015 Arts Leaders of Metro Atlanta class. We are asking you to help nominate people to apply for the 2015 class. Applications and more information about the class can be located here: 2014 Arts Leaders of Metro Atlanta Class
<http://www.atlantaregional.com/alma>

This five-month program will:

- * provide arts leaders with insights from corporate and foundational leaders as to why the arts are important to them, why they fund the arts and how to plan for success when seeking corporate funding;
- * provide both arts and corporate leaders with the tools and knowledge to become informed and powerful advocates for the arts in the Atlanta region and Georgia;
- * facilitate open, frank and high level topical and policy discussions within the class on problems and solutions to address key arts issues facing the region, resulting in greater understanding and knowledge about the cultural community.

During the course of five one-day classes, participants visit arts and cultural venues across metro Atlanta, meet with key arts leaders and elected officials from our region and hear from experts in the industry.

Deadline for application is October 31st at 4 p.m. For more information and to apply:
<http://www.atlantaregional.com/alma>.

Please forward along information to individuals you think would benefit from the class, or leaders who should be further exposed to the work going on within the creative industries. If you need additional information, please let me know. Otherwise we hope you will help us in finding a great group of people to participate in this years class.

Gregory Burbidge
Senior Program Specialist
Atlanta Regional Commission
regional impact + local relevance
40 Courtland Street, NE
Atlanta, Georgia 30303-2538



Cherokee County, Georgia
Agenda Request

SUBJECT: CONSERVATION SUBDIVISION IN R-80

MEETING DATE: OCTOBER 7, 2014

SUBMITTED BY: VICKI TAYLOR LEE, AICP

COMMISSION ACTION REQUESTED:

Review and approve an R-80 residential subdivision plan using conservation design. The property is located in Land Lots 356, 357, 364 and 365, 2nd District, 2nd Section and further described as Parcels 148B and 148C on Tax Map 02N02.

FACTS AND ISSUES:

Article 23, Conservation Design Community requires Board of Commissioners' site plan approval for a Conservation Design Community on property zoned AG or R-80 upon finding the proposed subdivision is compatible or consistent with development surrounding the proposed subdivision.

Consistent with our regulations, the applicant held a public participation meeting on September 25, 2014 as outlined in Chapter 18 of the Cherokee County Zoning Ordinance, and a list of participants to such meeting has been to the County.

A 30 day "Public Comment" period as required by Article 23, ran from August 30, 2014 until September 30, 2014. No comments or questions were received by either US Mail or email.

The public comment period having expired, the application is to appear on the next available agenda of the Board of Commissioners. At their meeting, the Board of Commissioners should consider the application for approval where the plan meets the criteria for a Conservation Design Community per this article.

BUDGET:

Budget Adjustment Necessary: Yes No If yes, please attach a 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:

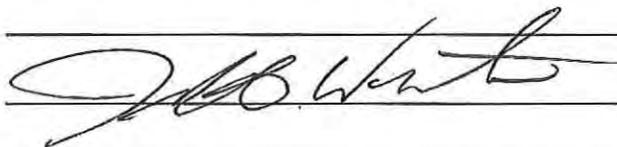
That the BOC consider approval of the conservation subdivision plan.

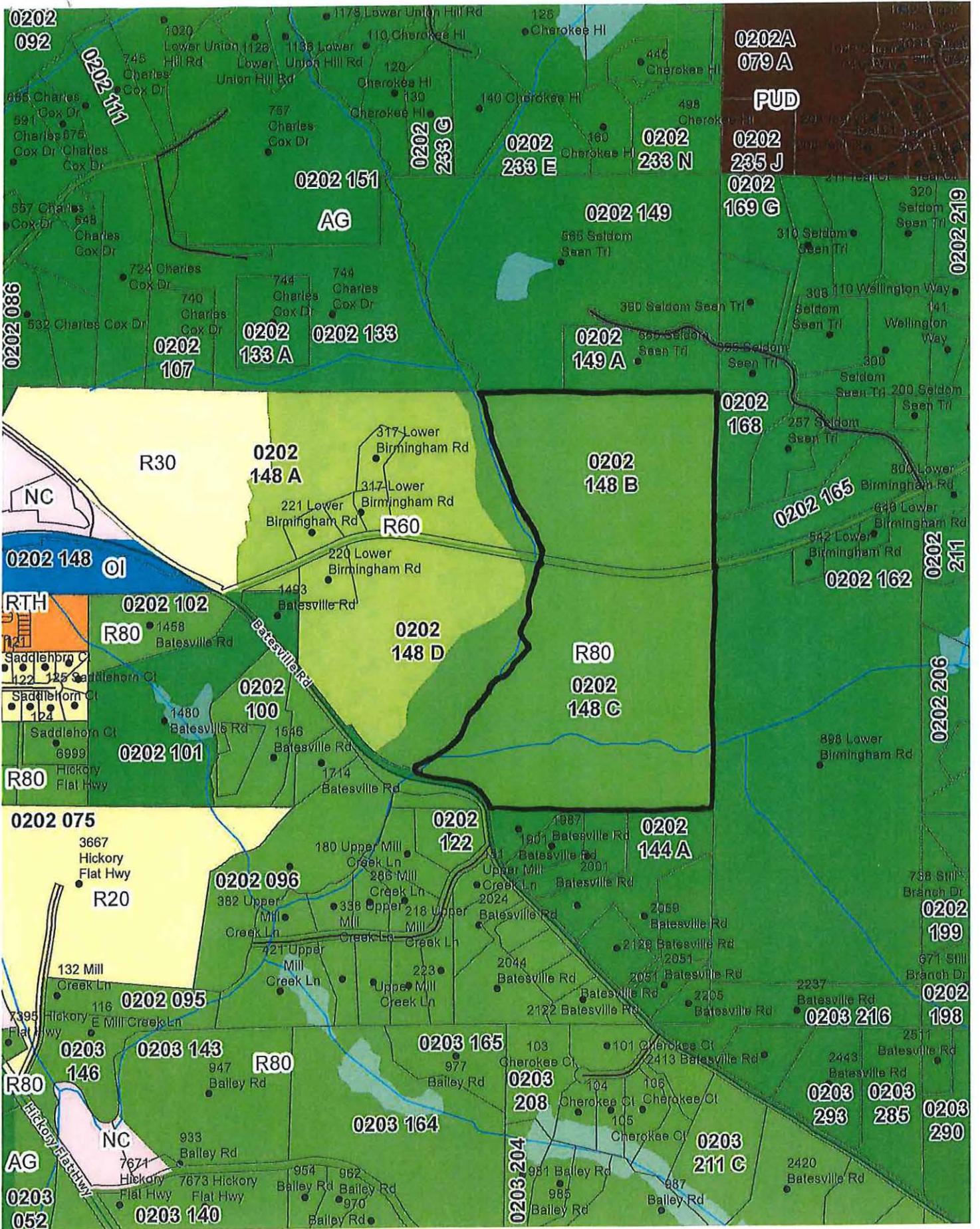
REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER





0202 092
0202 111
0202 086
0202 107
0202 133
0202 133 A
0202 148
0202 102
0202 101
0202 075
0202 096
0202 095
0203 146
0203 143
0203 140
0203 052

0202 151
AG
0202 107
0202 133
0202 148 A
0202 102
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0203 146
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0202 233 G
0202 233 E
0202 149
0202 149 A
0202 148 B
0202 148 C
0202 122
0203 165
0203 164
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0202 233 N
0202 235 J
0202 169 G
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0202 165
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SYMBOL LEGEND

	WATER LINE		PROPERTY CORNER
	FIRE HYDRANT		CONC. MANHOLE
	WATER VALVE		IRON PIPE FOUND
	LIGHT POLE		IRON PIPE SET
	SEWER LINE/MANHOLE		HOODED INLET
	REINFORCED CONC. PIPE		CATCH BASIN
	CORRUGATED METAL PIPE		JUNCTION BOX OR PEDESTAL INLET
	HIGH DENSITY POLYETHYLENE		HEADWALL
	EXISTING STORM PIPE		OVERHEAD POWER LINE
	PROPOSED STORM PIPE		
	POWER POLE W/ GUY WIRE		

APPLICANT/DEVELOPER
 KM HOMES
 5700 WINDWARD PARKWAY, SUITE 200
 ALPHARETTA, GA. 30005

24 HOUR CONTACT:
 DOUG STRALL
 678-768-6593

SITE NOTES

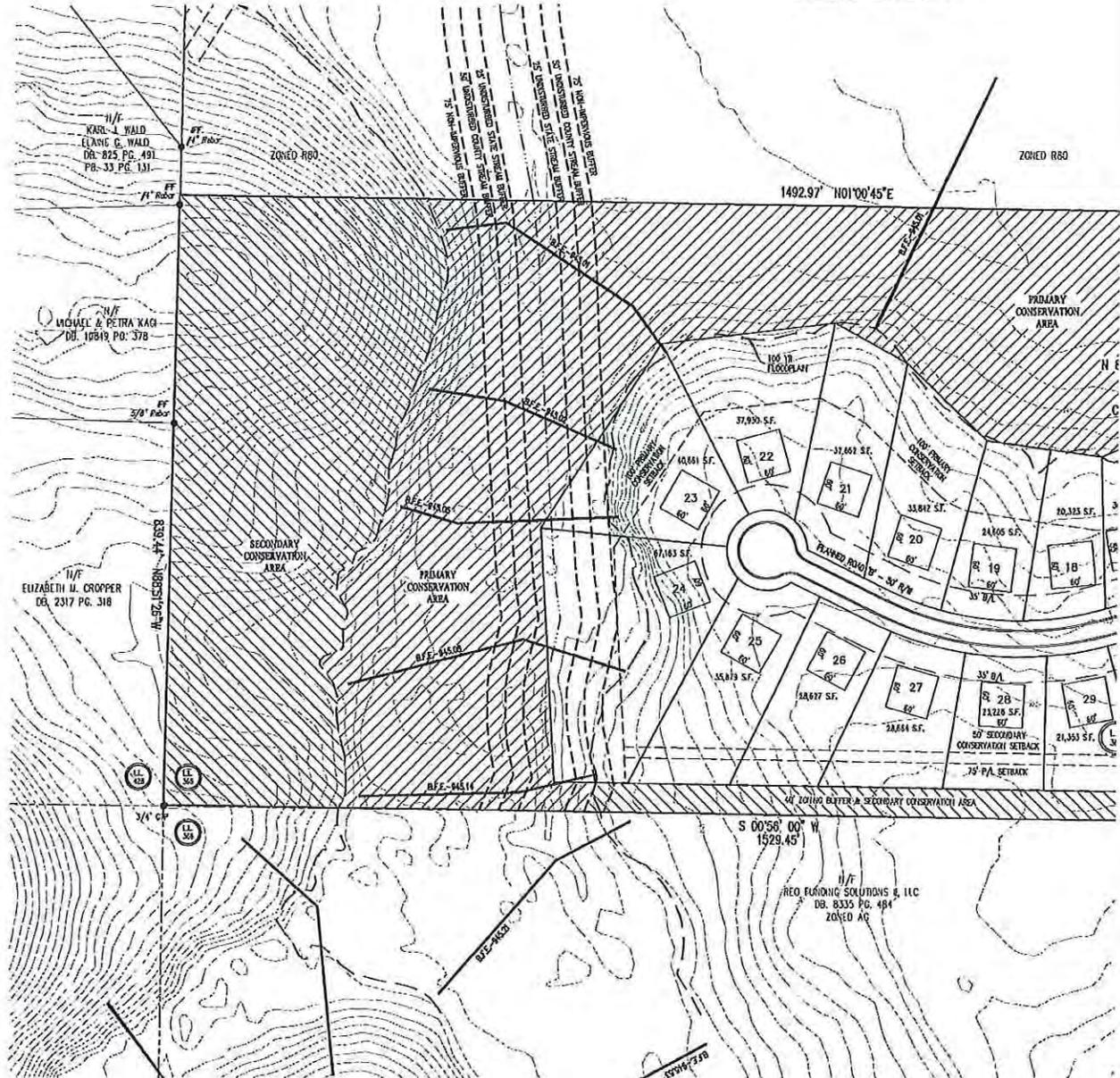
PROPOSED USE: SPECIAL FAMILY RESIDENTIAL (SFR) CONSERVATION

CREDIT 20140 - R-30
 TOTAL LOTS - 30
 TOTAL AREA - 35.1 ACRES
 DENSITY - 0.8643
 TOTAL GREEN SPACE - 27.35 ACRES (78.41%)
 AVG. LOT SIZE - 35,971 SF.

NORTH SIDE:
 TOTAL AREA = 28.58 ACRES
 TOTAL LOTS = 18
 GREEN SPACE REQUIRED (40%) = 11.43 ACRES
 GREEN SPACE PROVIDED:
 PRIMARY CONSERVATION AREA = 8.61 ACRES (30.14%)
 SECONDARY CONSERVATION AREA = 0.99 ACRES (3.45%)
 TOTAL GREEN SPACE = 10.63 ACRES (37.20%)

SOUTH SIDE:
 TOTAL AREA = 28.52 ACRES
 TOTAL LOTS = 14
 GREEN SPACE REQUIRED (40%) = 11.40 ACRES
 GREEN SPACE PROVIDED:
 PRIMARY CONSERVATION AREA = 10.21 ACRES (35.80%)
 SECONDARY CONSERVATION AREA = 6.43 ACRES (22.54%)
 TOTAL GREEN SPACE = 16.72 ACRES (58.61%)

BUILDING SET
 FRONT - 3'
 REAR - 3'
 SIDE - SEE NOTE
 MIN. 15' BETWEEN SFR
 AT NO TIME SHALL
 SETBACK FROM A
 THE NORTH OF THE
 HIGHWAY BE GRE





Cherokee County Board of Commissioners

2015 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month. **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	6th	20th
February	3rd	17th
March	3rd	17th
April	7th	21st
May	5th	19th
June	2nd	16th
July	7th	21st
August	4th	18th
September	1st	15th
October	6th	20th
November	3rd	17th
December	1st	15th

Cherokee County Holidays

Jan 1 – New Year’s Day
Jan 19 – Martin Luther King Day
May 25 – Memorial Day
July 3 – Independence Day
September 7 – Labor Day

November 11 – Veterans Day
November 26 – 27 Thanksgiving
December 24, 25, 28 – Christmas
Birthday - Floating



Cherokee County, Georgia Agenda Request

SUBJECT: Surplus

MEETING DATE: 10/7/2014

SUBMITTED BY: Evariste Nya, IT Director

COMMISSION ACTION REQUESTED:

Consider approval to surplus old workstations and printers at Roads & Bridges

FACTS AND ISSUES:

These devices at R&B are in very poor condition. They are of no use to the county. We would like to dispose of them thru Waste Management.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval to surplus workstations and servers

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Evariste Nya
[Signature]

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

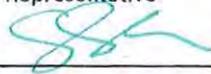
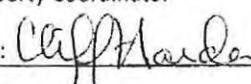
SURPLUS PROPERTY TRANSFER FORM

Date: 8/6/2014

Transferred From: <p style="font-size: 1.2em; margin-left: 40px;">Roads and bridges</p>	Transferred To:
--	-----------------

Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Dell 960 SPT-1124	P			
2	3	Dell Optiplex 3000	P			
3	4	Dell CR TV monitors	P			
4	2	HP LaserJet 1100	P			
5	1	Dell 1710 printer	P			
6	1	Dell Dimension C8550	P			
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: 	Dept Property Coordinator Signature: 	Received By Signature:
Title: <u>Bruce M. Speck</u>	Title: <u>DIRECTOR</u>	Title:
Date: <u>8/12/14</u>	Date: <u>8/7/14</u>	Date:



Cherokee County, Georgia Agenda Request

1.2

SUBJECT: Historical Society Space Lease

MEETING DATE: October 7, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider 5-year lease with the Historical Society for 3,683 square feet of space located in the Historic Courthouse.

FACTS AND ISSUES:

The Cherokee County Historical Society has been occupying space in the Historic Courthouse since it opened in 1994. The proposed 5-year lease includes space for offices, storage, jail tours, and museum totaling 3,683 square feet. The summary of lease terms is as follows:

- 1) The term is for a period of 5 years with a right of termination with 120-day notice;
- 2) The rent is \$1/year;
- 3) The lease includes space located on the first floor (900 square feet for museum); third floor (597 square feet for offices and storage); and, fourth floor (2,186 square feet for jail museum and storage);
- 4) Facility use is from 8 am – 5 pm, Monday – Friday, and 10 am – 3 pm Saturday; and,
- 5) The Historical Society must keep the lease space in good repair and tenantable condition.

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

Approve 5-Year Lease

REVIEWED BY:

DEPARTMENT HEAD: _____
 AGENCY DIRECTOR: _____
 COUNTY MANAGER _____

**BOARD OF COMMISSIONERS
CHEROKEE COUNTY, GEORGIA
STANDARD LEASE FORM**



LEASE COVERING FACILITY LOCATED AT

Historic Courthouse
100 North Street, Suite
Canton, Georgia 30114

TENANT AGENCY

Cherokee County Historical Society

Preamble

THIS LEASE (the “Lease”), made and entered into this 1st day of October, 2014 by and between the Cherokee County Historical Society, hereinafter called the LESSEE, and the Board of Commissioners of Cherokee County, Georgia, hereinafter called LESSOR.

WHEREAS, LESSOR owns and has built out the premises described herein for the purpose of establishing a temporary history center and museum facility (the “Facility,” as more particularly described herein) in Cherokee County, Georgia;

WHEREAS, LESSOR desires the LESSEE to store archives and collections and provide teaching tools to disseminate Cherokee County history in the Facility and use the Facility as a temporary History Center and Museum to display said items for the citizens of Cherokee County, Georgia, and the LESSEE is willing to perform these Services;

WHEREAS, LESSOR and the LESSEE have agreed to enter into a Lease for LESSEE’s use of the Facility, as more particularly described in Exhibit A, so that LESSEE can perform the Services;

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 receipt of which is hereby acknowledged, LESSOR and LESSEE do hereby agree as follows:

WITNESSETH

Description

1. The LESSOR hereby leases unto the LESSEE and the LESSEE hereby leases from the LESSOR the Facility, situated in the City of Canton, County of Cherokee, State of Georgia, and more particularly described as follows:

Approximately 3683 usable square feet of space located at 100 North Street, Historic Courthouse, Canton, Georgia 30114 as outlined below, including reasonable use of the building’s common facilities, and paved parking area. LESSEE’S right to use the Facility shall be limited to activities related to the provision of Services to the citizens of Cherokee County from 8 am - 5 pm, Monday – Friday, 10 am – 3 pm Saturday, or other times as may be approved in writing by the LESSOR from time to time.

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE TENANT AGENCY AND FACILITY ADDRESS

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice, in accordance with this Paragraph, to the other party of such new address.

Repair and Maintenance

6. During the Lease term, the LESSEE shall maintain the Facility in good repair and tenantable condition, including, but not limited to:

- (1) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballasts, or starters.
- (2) Furnishing remedial painting as necessary to maintain the Facility in a neat, clean and orderly condition.
- (3) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.
- (4) Repairing and replacing floor coverings as necessary.
- (5) Providing custodial/janitorial services for general cleaning of the Facility.
- (6) Annual testing and maintenance of all fire extinguishers in or adjacent to the Facility, and at least bi-annual inspection and replacement of batteries in smoke detectors.
- (7) Maintaining landscaped areas on a regular basis, in a growing, litter-free, weed-free, and neatly mowed and/or trimmed condition.

Alterations

7. The LESSEE shall not have the right during the existence of this Lease to make alterations, attach fixtures and erect additions or structures at the Facility unless authorized in writing by the LESSOR. However, the LESSOR shall not unreasonably withhold such authorization. In the event that LESSEE constructs or erects any additions and/or improvements at the Facility, LESSOR shall have no obligation whatsoever to service, replace, keep or maintain the same in good order and repair. LESSOR is not responsible for repair or damages caused by any such alterations, fixtures, additions or structures or by the process of construction of same.

Insurance

8. The LESSOR will, at its own expense during the term of this Lease, keep the Facility insured against loss and damage by fire and other casualties or catastrophes for not less than the amount the Facility was last assessed for the purpose of property taxation. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. LESSOR shall furnish LESSEE with Certificates or other acceptable evidence that such insurance is in effect, and LESSOR shall be listed as an additional insured.

9. The LESSEE is self-insured, and shall during the term of this Lease, keep in force during the term comprehensive general liability insurance with limits of \$1,000,000 per person and \$1,000,000 per incident, and property damage limits which are equal to the full replacement cost of all equipment and personal property. LESSEE shall furnish LESSOR with Certificates or other acceptable evidence that such insurance is in effect, and LESSOR shall be listed as an additional insured.

Assignment and Subletting

10. The LESSEE shall not assign this Lease, or sublet the Facility, without prior written consent of the LESSOR.

Inspection

11. The LESSEE will control access to the Facility, but will provide LESSOR reasonable access to the Facility. Any inspections, repairs or maintenance will be scheduled after consultation with the LESSEE.

Holding Over

12. In the event the LESSEE remains in possession of the Facility after the expiration of the Lease term, or any extension thereof, and absent a written demand for possession by LESSOR to LESSEE, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days written notice of termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

Time of Essence, No Oral Agreements

13. This Lease sets forth all provisions and understandings between the parties relative to the Facility. There are no provisions, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. It is mutually understood and agreed that no alterations or variations of the terms of this Lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. The parties agree that all time is of the essence in this Lease.

14. Waiver

The waiver by either party of any breach of any provision contained in this Lease shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Lease.

Safety and Security

- 1. The LESSEE agrees that walkways and hallways shall not be obstructed or used for storage of any items, with the exception of displays that do not obstruct egress or ingress if granted in writing by the LESSOR.
- 2. The LESSEE agrees to keep the side and back doors of the Historic Courthouse locked at all times on weekend days when historic tours are being conducted or the LESSEE is occupying the building after 5 pm, Monday-Friday. On weekend days or after 5 pm Monday-Friday, the LESSEE agrees to securely lock the front door upon vacating the Facility.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

CHEROKEE COUNTY HISTORICAL SOCIETY

CHEROKEE COUNTY BOARD OF COMMISSIONERS

Chairman
Cherokee County Historical Society

L.B. Ahrens, Jr
Chairman, Board of Commissioners

NOTARY

ATTEST

Christy Black, County Clerk

APPROVED AS TO FORM

Angela Davis, County Attorney
JARRARD & DAVIS, LLC



Cherokee County, Georgia Agenda Request

SUBJECT: Consider Adopting the Proposed FY2015 Budget MEETING DATE: 10/7/2014

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Adopt the FY2015 Budget for Cherokee County Board of Commissioners.

FACTS AND ISSUES:

1. The Cherokee County FY2015 Proposed Annual Budget was officially presented to the Board of Commissioners during the September 9, 2014 Work Session.
2. On the same day the Proposed FY2015 Annual Budget was made available for review on the Cherokee County web site at www.cherokeeega.com. A hard copy of the budget was also made available for review at the County Clerk's Office from 8 am to 5 pm, Monday-Friday, 1130 Bluffs Parkway, Canton.
3. A Public Hearing was held on Tuesday, September 23, 2014 at 6:00 pm in Cherokee Hall, 1130 Bluffs Parkway, Canton, 30114.
4. A Public Notice was advertised in the Sunday, September 28, 2014 edition of the Cherokee Tribune notifying the public that the FY2015 Budget would be considered for adoption by the BOC on October 7, 2014.
5. Total Consolidated Budget for FY2014 Expenditures & Transfers = \$174.2M. Proposed FY2015 = \$195.7M an increase of \$21.4M or 12.3%
 - a. Operating +\$8.2M (primarily driven by 10% Public Safety salary adjustments \$4.0M, 2% adjustments for all others \$0.5M, 35 new employees \$1.4M, healthcare claims \$2.2M).
 - b. Capital + \$13.9M (primarily driven by SPLOST projects +\$6.6M, Parks Bond Projects +\$5.4M, Debt Service +\$1.5M).
 - c. Transfers -\$0.7M (primarily driven by UnCS Reserve -\$1.5M, EMS +\$1.0M.)

BUDGET: N/A

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve

REVIEWED BY:

Janelle Funk

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

**ORDINANCE TO PROVIDE FOR THE ADOPTION OF A BUDGET,
ITS EXECUTION AND EFFECT FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015**

BE IT ORDAINED by the Chairman and Board of Commissioners of Cherokee County, Georgia:

Section I There is hereby adopted for the fiscal year October 1, 2014 through September 30, 2015 a budget for Cherokee County, Georgia, based on the budget estimates as prepared by the County Manager.

Section II General, Economic Development and General Administration Funds

There is hereby established a General Fund, Economic Development Fund and General Administration Fund for Cherokee County for the general obligations and legal obligations in FY 2015 with an appropriation of \$63,389,236

General, Economic Development and General Administration Fund revenues for the fiscal year are estimated as follows:

Taxes	51,546,165
Licenses and Permits	719,800
Intergovernmental	42,000
Charges for Services	5,285,600
Fines and Forfeitures	4,441,800
Investment Income	35,000
Miscellaneous	927,608
Sale of Assets	-
Use/(Save) of Reserves	391,263
	<u>391,263</u>

Total Estimated General, Economic Development and Administration Revenues \$63,389,236

There is appropriated for the general operation and payment of certain legal obligations of Cherokee County for the fiscal year and disbursed from the following, as much as may be deemed necessary, but not to exceed the amount of \$63,389,236

General Services	5,352,880
Human Resources	308,595
Information Technology Services	1,616,005
Health and Human Services	440,154
Culture and Recreation	1,968,101
Office of Financial Management and Budgeting	794,848
Judicial Services	12,289,835
Law Enforcement	31,454,495
Recycling	144,644
Public Works	1,123,661
Coroner	152,895
Capital Enhancements	126,000
Transfers to Other Funds	4,777,879
Economic Development	65,230
Utilities and Allocated Costs	2,774,014
	<u>2,774,014</u>

Total Estimated General, Economic Development and Administration Expenditures & Transfers \$63,389,236

Section VII Parks and Recreation Fund

There is hereby established a Parks and Recreation Fund for Cherokee County with an appropriation of \$4,377,119

Revenues for the Parks and Recreation Fund shall be from the following sources:

Alcoholic Beverage Excise Tax	971,000
Charges for Services	2,459,676
Investment/Misc Revenue	12,500
Contributions/Donations	30,000
Transfer in from Other Funds	903,943

Total Parks and Recreation Fund Revenues & Transfers \$4,377,119

The following disbursements are authorized for the fiscal year:

Administration	701,471
Programs	420,205
Aquatic Center	1,105,869
Athletics	1,117,292
Maintenance	1,032,282

Total Parks and Recreation Fund Expenditures \$4,377,119

Section VIII Unincorporated County Services Fund

There is hereby established an Unincorporated County Services Fund for Cherokee County with an appropriation of \$8,148,371

Revenues for the Unincorporated County Services Fund shall be from the following sources:

Insurance Premium Tax	7,111,371
Licenses and Permits	1,025,000
Miscellaneous Revenue	12,000
Use/(Save) of Reserves	-
Transfer in from Other Funds	-

Total Unincorporated County Services Fund Revenues & Transfers \$8,148,371

The following disbursements are authorized for the fiscal year:

Development Services Center	341,640
County Attorney	115,000
Animal Control	416,446
GIS/Mapping	320,597
Engineering	815,332
Engineering Development	-
Stormwater Management Engineering	327,112
Roads and Bridges	3,006,167
Conservation Administration	60,669
Environmental Health	14,561
Building Inspections	477,872
Planning and Zoning	668,865
Code Enforcement	778,490
Economic Development	805,620

Total Unincorporated County Services Fund Expenditures \$8,148,371

Section XII Animal Services Fund

There is hereby established an Animal Services Fund for Cherokee County with an appropriation of \$1,057,985

Revenues for the Animal Services Fund shall be from the following sources:

Charges for Services	677,991
Contributions	15,257
Use/(Save) of Reserves	-
Transfers in from Other Funds	364,737
Total Animal Services Fund Revenues & Transfers	\$1,057,985

The following disbursements are authorized for the fiscal year:

Operations	1,057,985
Total Animal Services Fund Expenditures	\$1,057,985

Section XIII District Attorney (DA) Condemnation Fund

There is hereby established a DA Condemnation Fund for Cherokee County with an appropriation of \$15,000

Revenues for the DA Condemnation Fund shall be from the following sources:

Fines and Forfeitures	15,000
Total DA Condemnation Fund Revenues	\$15,000

The following disbursements are authorized for the fiscal year:

Operations	15,000
Total DA Condemnation Fund Expenditures	\$15,000

Section XIV Drug Abuse Training and Education (DATE) Fund

There is hereby established a DATE Fund for Cherokee County with an appropriation of \$200,426

Revenues for the DATE Fund shall be from the following sources:

Fines and Forfeitures	177,300
Investment Income	420
Use/(Save) of Reserves	22,706
Total DATE Fund Revenues	\$200,426

The following disbursements are authorized for the fiscal year:

Operations	21,749
Transfers to Other Funds	178,677
Total DATE Fund Expenditures & Transfers	\$200,426

Section XV Victim Assistance Fund

There is hereby established a Victim Assistance Fund for Cherokee County with an appropriation of \$199,215

Revenues for the Victim Assistance Fund shall be from the following sources:

Fines and Forfeitures	185,200
Use/(Save) of Reserves	14,015
Total Victim Assistance Fund Revenues	\$199,215

The following disbursements are authorized for the fiscal year:

Operations	199,215
Total Victim Assistance Fund Expenditures	\$199,215

Section XX Jail Fund

There is hereby established a Jail Fund for Cherokee County with an appropriation of \$286,594

Revenues for the Jail Fund shall be from the following sources:

Fine and Forfeitures	408,200
Investment Income	600
Use/(Save) of Reserves	(122,206)
Total Jail Fund Revenues	\$286,594

The following disbursements are authorized for the fiscal year:

Operations	286,594
Total Jail Fund Expenditures	\$286,594

Section XXI Sheriff's Commissary Fund

There is hereby established a Sheriff's Commissary Fund for Cherokee County with an appropriation of \$300,060

Revenues for the Sheriff's Commissary Fund shall be from the following sources:

Charges for Services	300,000
Investment Income	60
Total Sheriff's Commissary Fund Revenues	\$300,060

The following disbursements are authorized for the fiscal year:

Operations	300,060
Total Sheriff's Commissary Fund Expenditures	\$300,060

Section XXII Confiscated Asset Fund

There is hereby established a Confiscated Asset Fund for Cherokee County with an appropriation of \$224,000

Revenues for the Confiscated Asset Fund shall be from the following sources:

Fines and Forfeitures	223,870
Investment Income	130
Total Confiscated Asset Fund Revenues	\$224,000

The following disbursements are authorized for the fiscal year:

Operations	224,000
Total Confiscated Asset Fund Expenditures	\$224,000

Section XXIII Hotel and Motel Tax Fund

There is hereby established a Hotel and Motel Tax Fund for Cherokee County with an appropriation of \$136,467

Revenues for the Hotel and Motel Tax Fund shall be from the following sources:

Taxes	136,467
Total Hotel and Motel Tax Fund Revenues	\$136,467

The following disbursements are authorized for the fiscal year:

Transfers to Other Funds	94,467
Payments to Other Agencies	42,000
Total Hotel and Motel Tax Fund Expenditures & Transfers	\$136,467

Section XXVII SPLOST 2012

There is hereby established a SPLOST 2012 Fund for Cherokee County with an appropriation of \$38,242,017

Revenues for the SPLOST 2012 Fund shall be from the following sources:

Taxes	31,528,970
Intergovernmental	1,890,476
Investment Income	8,000
Miscellaneous Revenue	320,000
Use/(Save) of Reserves	4,494,571
Total SPLOST 2012 Fund Revenues	\$38,242,017

The following disbursements are authorized for the fiscal year:

Due to Cities	7,899,223
Transportation	16,749,488
Animal Shelter	1,249,840
Fire ES	5,039,940
Airport Expansion	4,750,000
Ambulance Units	574,324
Sheriff	417,058
Marshal	126,396
Judicial Services (Courthouse)	471,500
Emergency Communications - E911	235,000
Emergency Communications - Fire	90,000
Economic Development	639,248
Total SPLOST 2012 Fund Expenditures	\$38,242,017

Section XXVIII Resource Recovery Fund

There is hereby established a Resource Recovery Fund for Cherokee County with an appropriation of \$1,304,236

Revenues for the Resource Recovery Fund shall be from the following sources:

Rents and Royalties	360,000
Transfers in from Other Funds	944,236
Total Resource Recovery Fund Revenues & Transfers	\$1,304,236

The following disbursements are authorized for the fiscal year:

Operations	87,250
Debt Service Payments	1,216,986
Total Resource Recovery Fund Expenditures	\$1,304,236

Section XXIX Debt Service Fund

There is hereby established a Debt Service Fund for Cherokee County with an appropriation of \$6,584,329

Revenues for the Debt Service Fund shall be from the following sources:

Taxes	5,715,715
Miscellaneous Revenues	200,000
Sale of Assets	500,000
Use/(Save) of Reserves	168,614
Total Debt Service Fund Revenues	\$6,584,329

The following disbursements are authorized for the fiscal year:

Debt Service Payments	6,584,329
Total Debt Service Fund Expenditures	\$6,584,329

Section XXXIII Fleet Maintenance Fund

There is hereby established a Fleet Maintenance Fund for Cherokee County with an appropriation of \$1,423,124

Revenues for the Fleet Maintenance Fund shall be from the following sources:

Charges for Services	1,371,624
Miscellaneous Revenue	2,500
Use/(Save) of Reserves	49,000
Total Fleet Maintenance Fund Revenues	\$1,423,124

The following disbursements are authorized for the fiscal year:

Operations	1,423,124
Total Fleet Maintenance Fund Expenditures	\$1,423,124

TOTAL CHEROKEE COUNTY BUDGET FY 2015:

External Funding Sources	\$167,369,268
Transfers In	\$5,051,023
Use/(Save) of Reserves	\$23,270,509
Total External Funding Sources, Transfers In & Reserves	\$195,690,800
Expenditures	\$190,639,777
Transfers Out	\$5,051,023
Total Expenditures & Transfers Out	\$195,690,800
Total Transfers In	\$5,051,023
Total Transfers Out	\$5,051,023

Section XXXIV

A copy of the budget supporting the appropriations set forth in the above Sections shall be attested by the County Clerk and maintained as an official record in the offices of the County Manager and County Clerk.

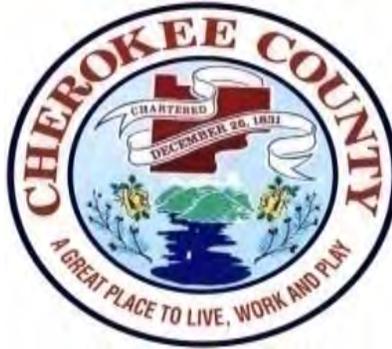
DONE, RATIFIED AND PASSED by the Chairman and Board of Commissioners of Cherokee County, Georgia in

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr., Chairman, Board of Commissioners

ATTEST:

Christy Black, County Clerk



Cherokee County Board of Commissioners

2015 BUDGET OVERVIEW





2015 Budget – Review Tools



- 2015 Budget Overview – 80 Page Summary
 - Includes review of major funds, review of significant expenditures, headcount summary, revenue assumptions, and glossary of all funds



- 2015 Budget Book
 - Includes Operating Statements, Department Purpose Statements, and Headcount Reports for Each Department/Fund



- Both posted to County Website September 9, 2014



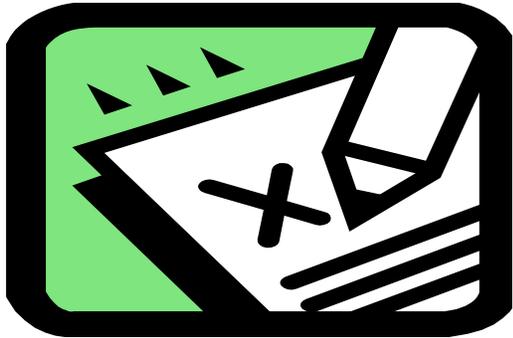
- Hard Copy Available for Public Review – See County Clerk



2015 Budget – Two Important Dates



1. Public Hearing on September 23, 2014 at 6 pm to Solicit Public Feedback



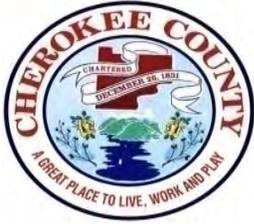
2. BOC to Consider Adopting FY2015 Budget on October 7, 2014 at 6 pm

**Both meetings will be held in Cherokee Hall at
1130 Bluffs Parkway Canton, GA 30114**



2015 Budget Overview

- Total County-Wide Budget Summary
- Review True Availability of Funds
- General Fund Overview
- Review of Significant Operating Funds
- Capital Funds Review
- Review of Significant Expenditures
- Headcount
- One-Time Funding Sources
- Revenue Assumptions
- Glossary of All Funds



County Wide Summary Expenditures & Transfers

(\$ Millions)

BUDGETS	2014	2015
Expenditures & Transfers	\$174.2	\$195.7
2015 v 2014 Increase %		12.3%
2015 v 2014 Increase		\$21.4

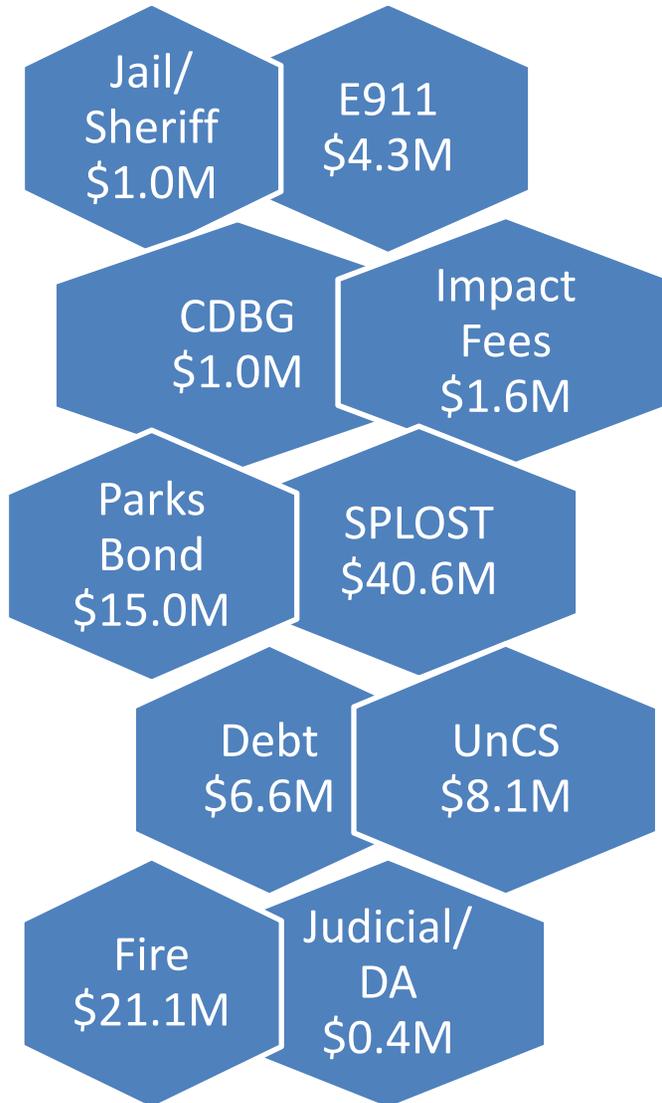
HIGHLIGHTS

- | | | |
|----------------------------------|--|-------------------------------------|
| Operating Increase:\$8.2M | Capital Increase:\$13.9M | Transfers Decrease: (\$0.7M) |
| • Salary Adjustments \$4.7M | • Impact Fees: \$0.3M | • UnCS Reserve: (\$1.5M) |
| • 35 New Employees \$1.4M | • SPLOST Projects: \$6.6M ⁽¹⁾ | • RRDA: (\$0.4) |
| • Healthclaim Costs \$2.2M | • Parks Bond: \$5.4M | • EMS: \$1.0M |
| • Defined Benefits (\$0.5M) | • Debt Service: \$1.5M | • Various Others +0.2M |
| • Various Other \$0.4M | | |

(1) On 10.1.2014 the BOC accelerated the Airport Runway Expansion project into FY2015. This caused the Proposed FY2015 Budget to increase from \$190.9M to \$195.7M.



Of the \$195.7M - What is Truly Available?

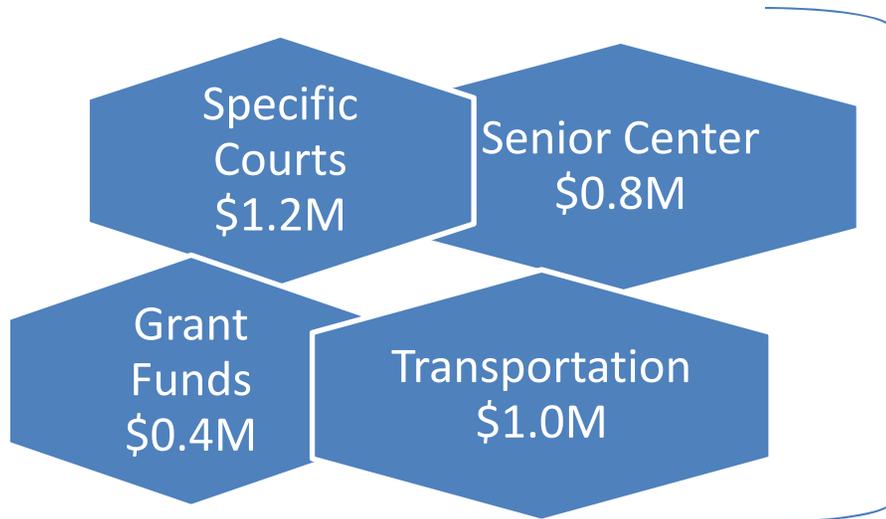


Some Funds Are
100% Legally
Restricted for a
Specific Purpose

Total Budget: \$195.7
Legally Restricted: \$(99.7)
Remaining: \$96.0



Of the \$195.7M - What is Truly Available?



Some Funds Are
Partially Restricted
for a Specific Purpose
& Supported By Their
Own User Fees

Total Budget: \$195.7
Legally Restricted: \$(99.7)
Partially Restricted/Own Fees: \$(3.3)
Remaining \$92.7



Of the \$195.7M - What is Truly Available?

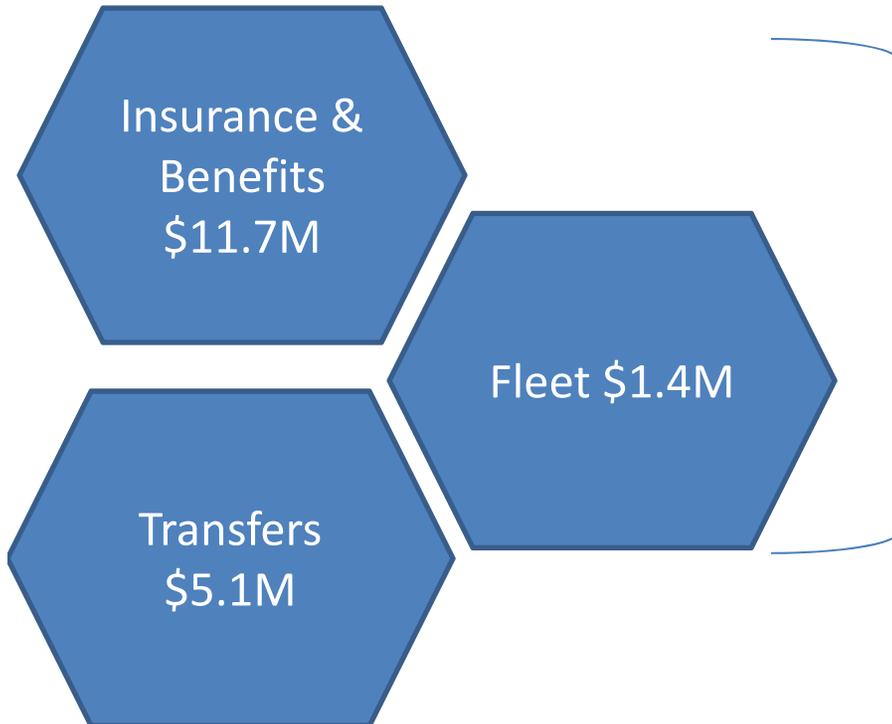


Some Funds Represent
a Legal Obligation for
Payment

Total Budget: \$195.7
Legally Restricted: \$(99.7)
Partially Restricted/Own Fees: \$(3.3)
Legal Obligation: \$(1.3)
Remaining: \$91.4



Of the \$195.7M - What is Truly Available?

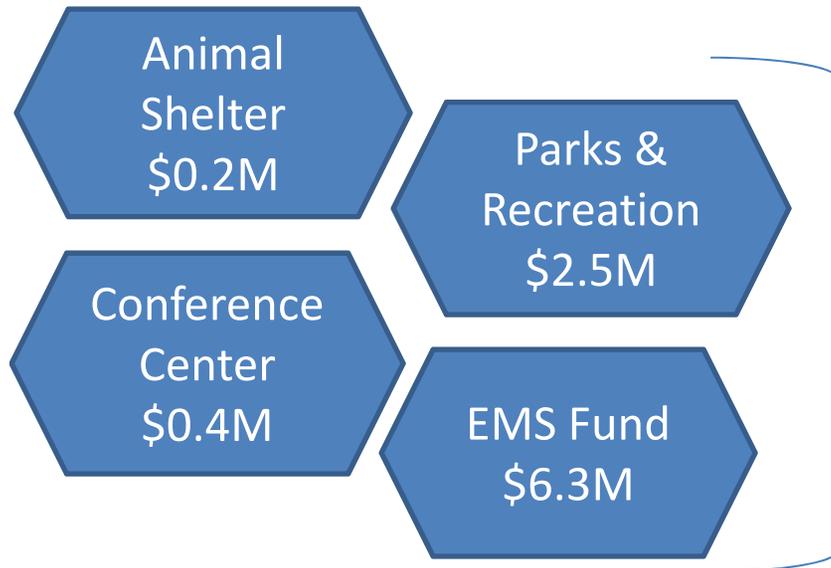


Internal Service
Funds & Transfers are
Consolidated in the
Combined Summary

Total Budget: \$195.7
Legally Restricted: \$(99.7)
Partially Restricted/Own Fees: \$(3.3)
Legal Obligation: \$(1.3)
ISF & Transfers: \$(18.2)
Remaining: \$73.2



Of the \$195.7M - What is Truly Available?



If Unrestricted Funds Were Eliminated We Would Not Have the User Fee Revenue

Total Budget: \$195.7

Legally Restricted: \$(99.7)

Partially Restricted/Own Fees: \$(3.3)

Legal Obligation: \$(1.3)

ISF & Transfers: \$(18.2)

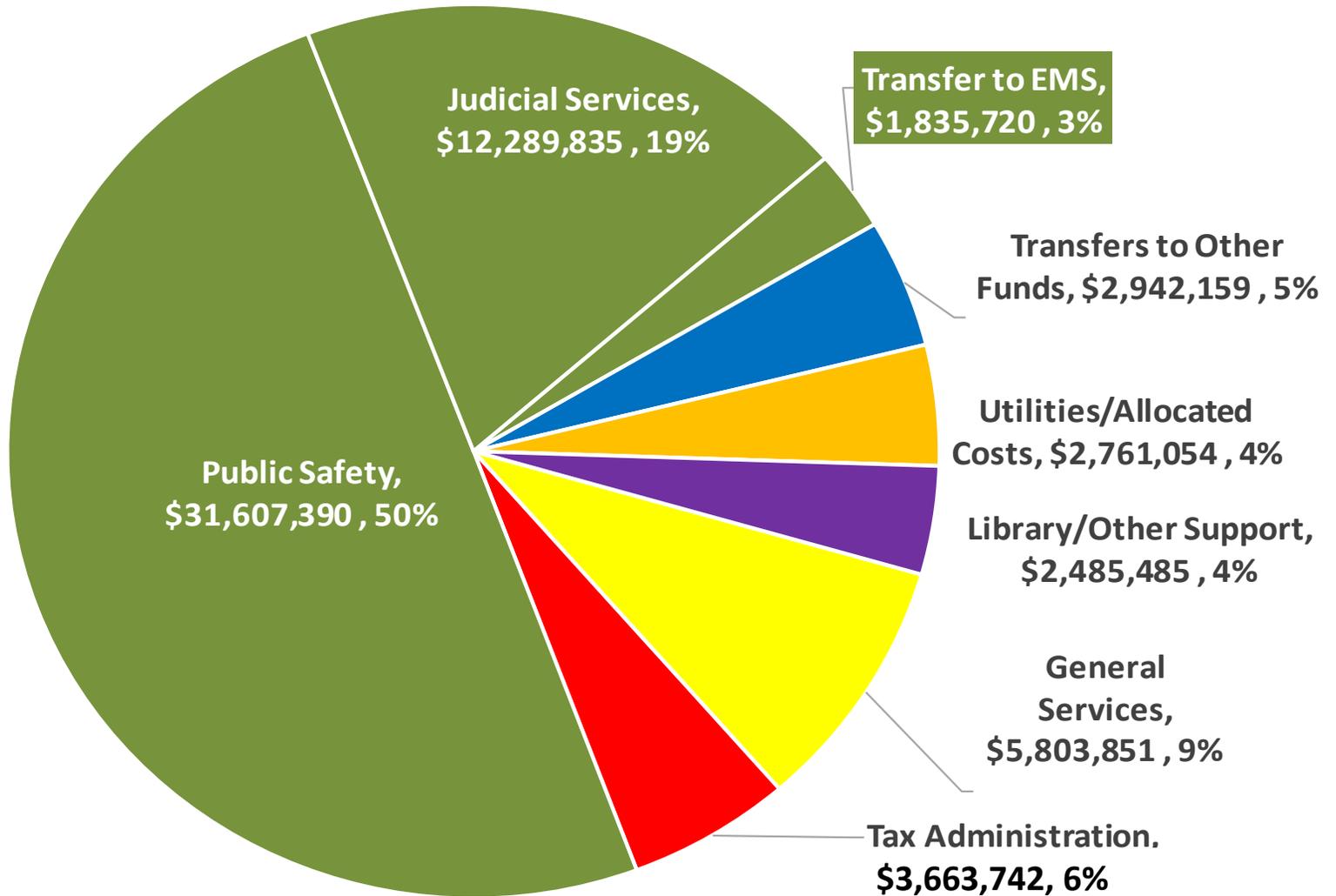
Own Fees Of Other Funds: \$(9.4)

Remaining, No Restrictions on Spending: \$63.8



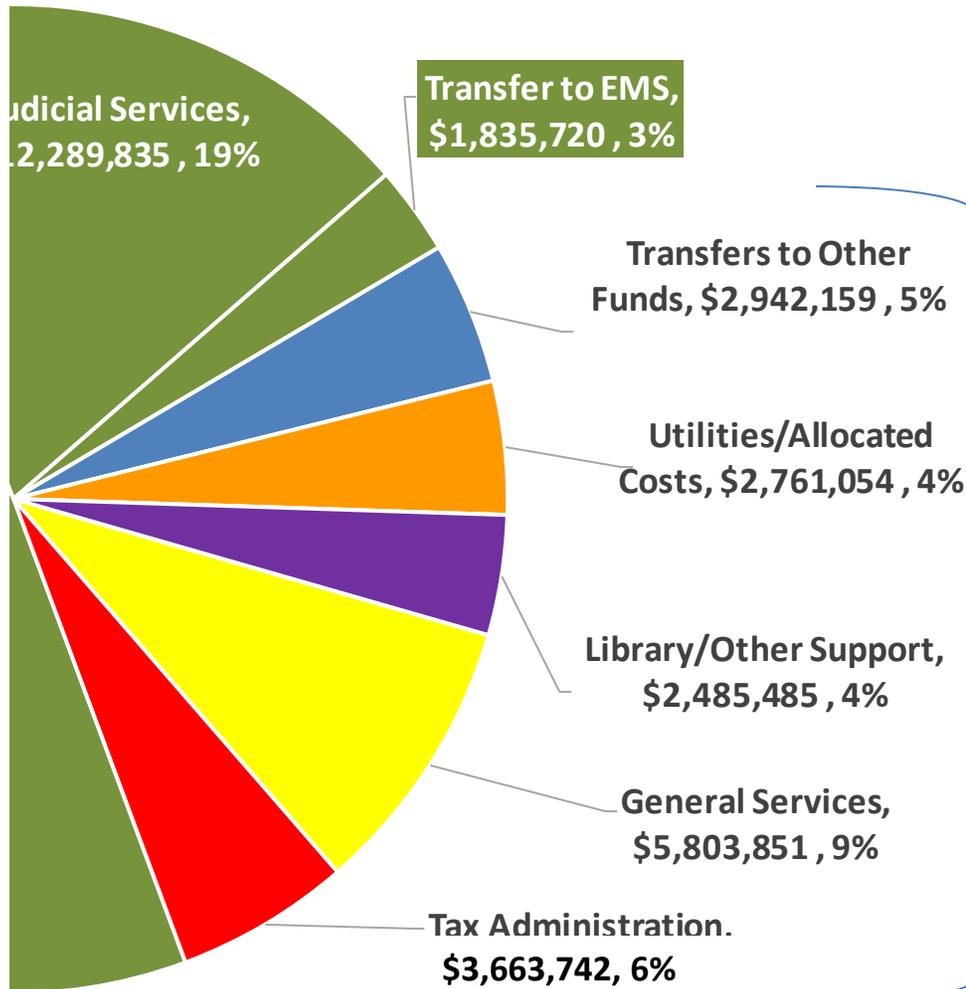
General Fund by Organization

- Total General Fund = \$63.4M
- Public Safety & Judicial Services Comprise 72% of the General Fund
- The Cost = \$45.7M





Non-Public Safety General Fund



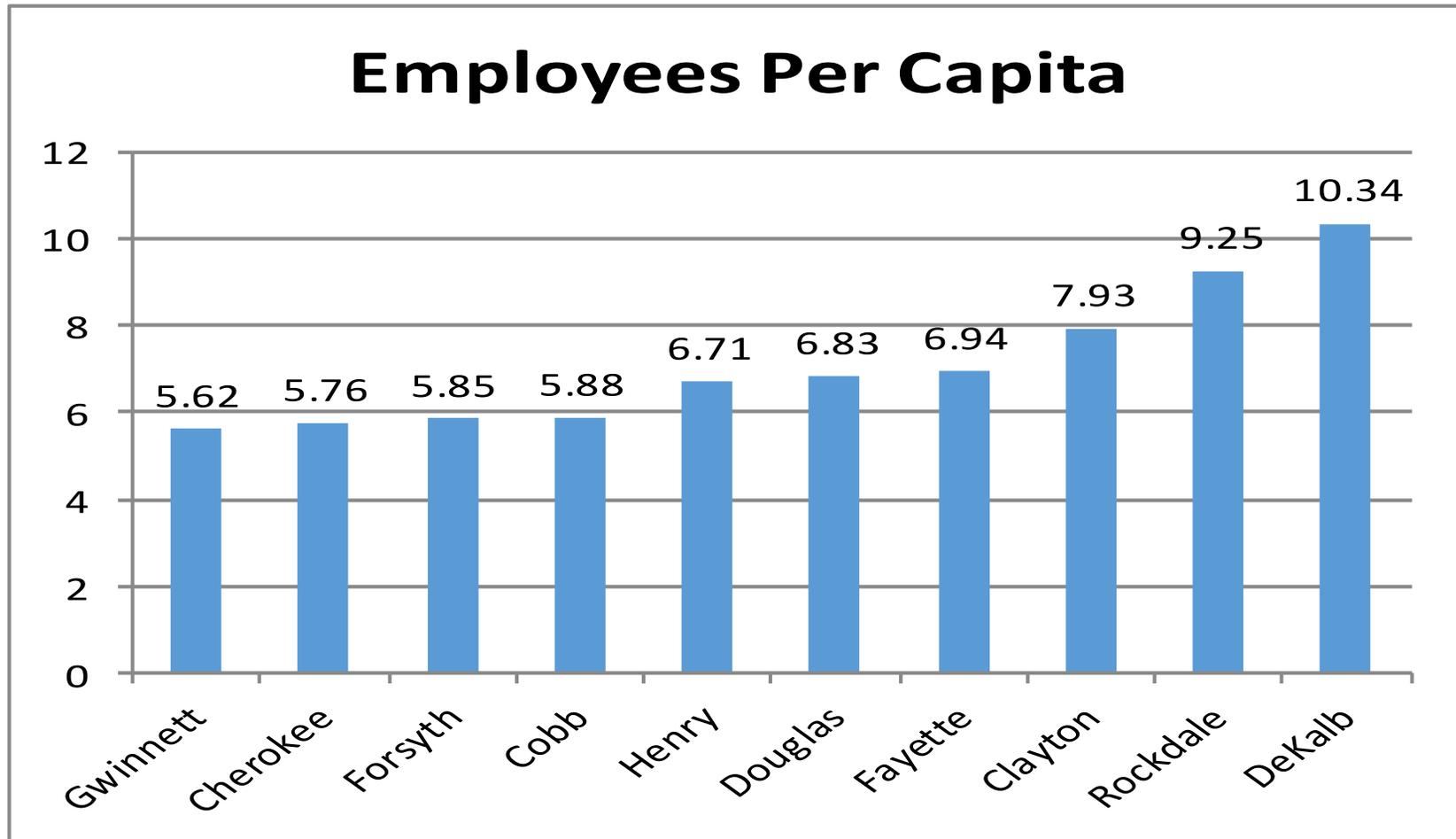
General Fund: \$63.4
Less Public Safety: \$(45.7)
Remaining: \$17.7
Salary Adjustment: \$4.7
= 27%

BOTTOM LINE:

- Trying to fund the salary adjustment with non-public safety available funds would require a 27% cut
- Some costs are fairly difficult to influence – Utilities, Insurance, Workers Comp, etc.
- The remaining costs are primarily personnel – and we already have one of the lowest headcounts in the metro Atlanta area...



Headcount – County Comparison

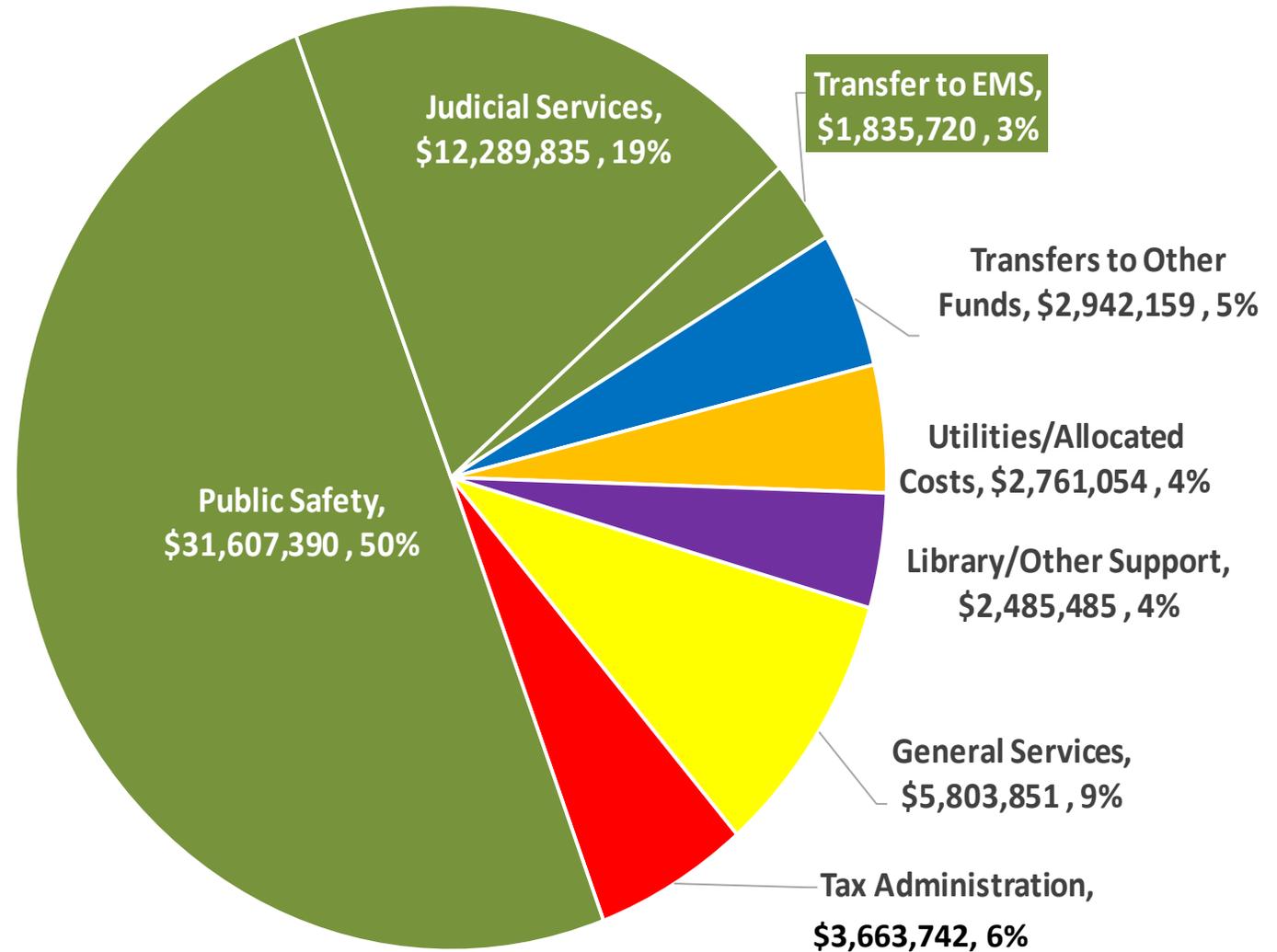


- Fulton excluded because they only report FT employees rather than FTEs
- All other Counties presented with 2013 Data (from CAFRs) – potential new headcount is not reflected



General Fund by Organization

- General M&O taxes are recorded in the General Fund to cover these costs.
- The total General M&O tax levy is \$42.7M



How do the costs in the General Fund impact the average homeowner?



Your Tax Dollars



For an average homeowner in a house assessed at \$182,000:

Summary of Total Tax Bill	2013 Rates	2014 Rates	Change
General Fund	\$393.10	\$388.36	(\$4.75)
Fire Fund	\$245.55	\$250.14	\$4.59
Parks Bond	\$56.49	\$54.16	(\$2.33)
Total County Portion	\$695.15	\$692.66	(\$2.49)
School Operations	\$1,377.06	\$1,377.06	\$0.00
School Bond	\$29.12	\$0.00	(\$29.12)
Total County Schools	\$1,406.18	\$1,377.06	(\$29.12)
State	\$10.62	\$10.62	\$0.00
Total Tax Bill	\$2,111.95	\$2,080.34	(\$31.61)

How are my tax dollars being spent?



Note: The County portion is only 33% of the total tax bill.



Your Tax Dollars

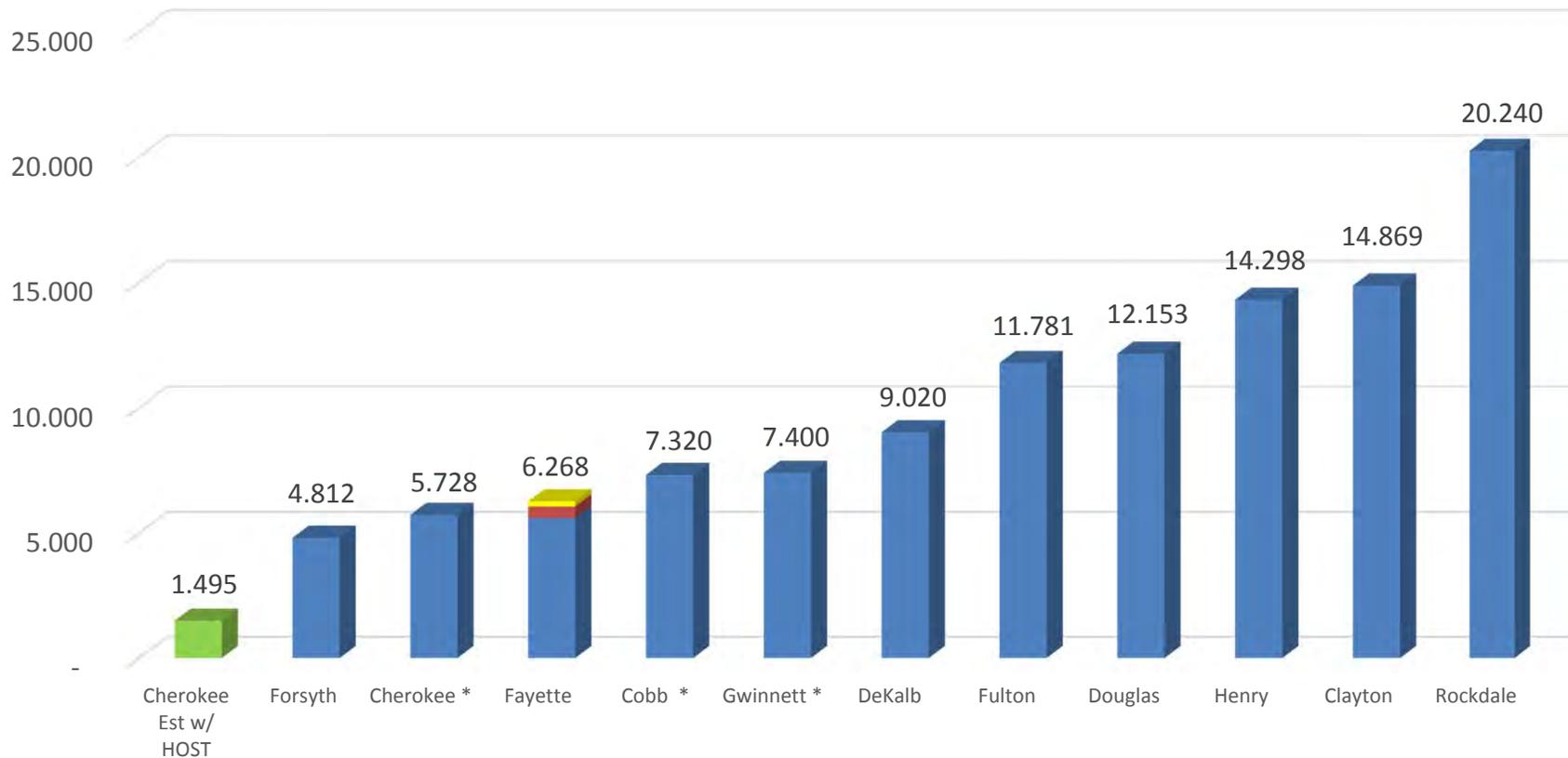


County Service Provided	\$	% of Total
Sheriff Office	\$192.66	50%
Judicial Services	\$75.40	19%
Tax Administration	\$22.26	6%
Utilities/WC	\$17.01	4%
Libraries	\$11.64	3%
Transfer to Emergency Medical Services	\$11.26	3%
Information Technology	\$10.69	3%
General Administration	\$7.92	2%
Property Management	\$6.99	2%
RRDA Debt Service	\$5.79	1%
Transfer to Parks and Recreation	\$5.55	1%
Finance & Procurement	\$4.88	1%
Elections	\$4.25	1%
Transfer to Senior Services	\$2.72	1%
Community/Youth Services	\$2.57	1%
Transfer to Animal Shelter	\$2.24	1%
Health & Human Services	\$1.95	1%
Transfer to Transportation	\$1.25	0%
Coroner	\$0.94	0%
Economic Development	\$0.40	0%
Total Tax Bill	\$388.36	100%

How does this compare to other counties...



2014 General M&O Millage Rates in the Metro-Atlanta Area

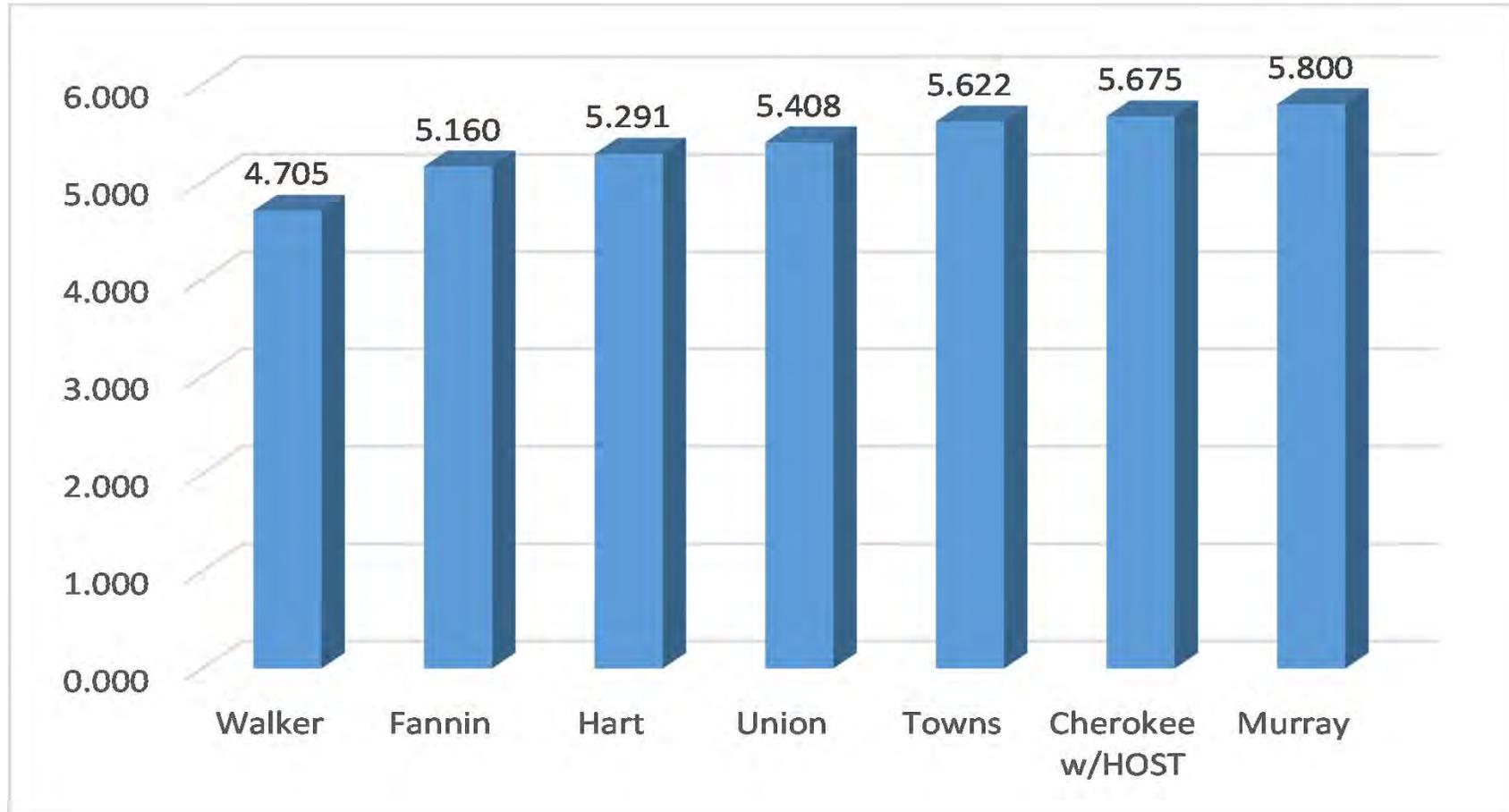


* These counties are the only 3 of 159 counties in Georgia not using a sales tax to offset property taxes.

- Cherokee County has the second lowest General M&O Rate in the metro-Atlanta area.
- If Cherokee County had a HOST in place, our combined county millage rate would be the sixth lowest in the state.



Combined Millage Rate Comparison if Cherokee County Had a HOST



If Cherokee County had a HOST, the combined County Millage Rate would be the 6th lowest in the state. In addition, the other counties have much smaller populations/different level of service requirements.



ORIGINAL SLIDE FROM MILLAGE RATE PROCESS



General Fund Expenditures

Zero-Based Budget Expenditures (Work-in-Process)

	FY2014	FY2015	Var \$	Var %
General Services	5,896,229	5,805,885	(90,344)	-2%
Tax Administration	3,444,075	3,592,831	148,756	4%
Public Safety	29,237,402	29,636,444	399,042	1%
Judicial Services	11,948,161	12,187,254	239,093	2%
Library/Other	2,573,360	2,454,656	(118,704)	-5%
Transfers to Other Funds	5,348,352	4,147,186	(1,201,166)	-22%
Utilities/Allocated Costs	2,640,324	2,761,054	120,730	5%
Total	61,087,903	60,585,310	(502,593)	-1%

Variance Explanations:

- General Services – Reduced County Attorney Costs
- Tax Admin – 3 New Employees for Tax Assessor to Manage Growth in County
- Public Safety – 7 New Deputies to Address Jail Overcrowding
- Judicial Services – Increases in Indigent Defense, Superior Court and DA Office
- Library/Other – Reduced Economic Development Costs for Airport Lease
- Transfers – No Transfer to UnCS Fund Budgeted in FY2015, EMS & Animal Shelter Transfers Increased
- Utilities/Allocated – Custodial Increase/Workers Comp
- No COLA Increase

VERSION 07.25.2014

19



UPDATED AFTER MILLAGE RATE PROCESS



General Fund Expenditures

Zero-Based Budget Expenditures

	FY2014	FY2015	Var \$	Var %
General Services	5,896,229	5,803,851	(92,378)	-2%
Tax Administration	3,444,075	3,663,742	219,667	6%
Public Safety	29,237,402	31,607,390	2,369,988	8%
Judicial Services	11,948,161	12,289,835	341,674	3%
Library/Other	2,573,360	2,485,485	(87,875)	-3%
Transfers to Other Funds	5,348,352	4,777,879	(570,473)	-11%
Utilities/Allocated Costs	2,651,754	2,761,054	109,300	4%
Total	61,099,333	63,389,236	2,289,903	4%

Changes Since Millage Rate \$2.8M:

- Risk for healthcare claims built in +\$234k
- Salary Adjustment (includes Library) +\$2.4M
- Reduction of DB Expense due to credit utilization (\$500k)
- 4 deputies to address new growth in SW county 7/1/2015 +\$50k
- 1 GIS Analyst in Tax Assessor Office +\$55k
- Increase in Transfers to other funds for salary adjustments and additional EMS Funding +\$630k



General Fund

(\$millions)

BUDGETS	2014	2015
Expenditures & Transfers	\$61.1	\$63.4
2015 v 2014 Increase %		3.7%
2015 v 2014 Increase \$		\$2.29



Significant drivers of \$2.29M, or 3.7% increase:

- 2% COLA/10% Public Safety salary adjustment +\$2.4M
- Use of Pension Credit (\$0.5M)
- 18 new positions +\$0.7M
 - 3 Appraisers and 1 GIS Analyst in Tax Assessor Office
 - 2 Investigators and 1 Assistant DA in District Attorney Office
 - 11 Deputies in the Sheriff Office
- Additional health insurance charged to depts for increased costs +\$0.2M
- Increase for organizational changes in Judicial Services +\$0.1M
- Decrease in County Attorney Costs (\$0.1M)
- Decrease in Airport Lease (\$0.1M)
- Decrease in Transfers to Other Funds (\$0.6M)



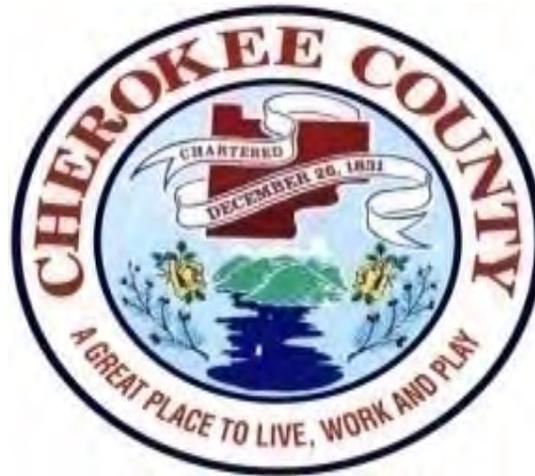
General Fund Transfers



The General Fund provides support to the following funds:

<u>Interfund Transfers</u>	<u>2014</u>	<u>2015</u>	<u>\$ Change</u>	<u>% Change</u>
EMS	809,143	1,835,720	1,026,577	127%
Parks	850,320	903,943	53,623	6%
Transportation	191,195	203,916	12,721	7%
Uninc. Svcs Fund	1,488,041	-	(1,488,041)	-100%
Animal Shelter	232,719	364,737	132,018	57%
Senior Services	412,889	443,163	30,274	7%
RRDA	1,303,856	944,236	(359,620)	-28%
Grant Match	60,189	82,164	21,975	37%
Total	5,348,352	4,777,879	(570,473)	-11%

- EMS Fund: 6 new firefighting positions +\$280k, 10% Salary Adjustment +\$334k, additional health insurance +\$73k, cash shortfall +\$318k
- Animal Shelter Fund: Increase for loss of revenue (landfill) +\$46k, Reorganization changes +\$46k, 2% COLA and additional health insurance +\$23k, additional vet services +\$10k, new travel & training +\$7k
- Senior Services Fund; Parks & Recreation, Transportation, Grant Match: COLA and increased health insurance.
- RRDA Fund: Decreased for expected lease payments from new operator.
- Unincorporated County Services Fund: Transfer in 2014 to UnCS fund to increase fund balance. Not budgeted in 2015.



Review of Other Major Operating Funds

2015 BUDGET



Fire Fund



(\$millions)

BUDGETS	2014	2015
Expenditures	\$18.6	\$21.1
2015 v 2014 Increase %		13.7%
2015 v 2014 Increase \$		\$2.54

Significant drivers of \$2.54M, or 13.7% increase:

- 8 new positions +\$376k, 6 firefighters, 1 Admin Assistant, 1 Fire Inspector
- 10% Salary Adjustment +\$1.4M
- FAO/Paramedic Increases \$37k
- Fire Fund's Share of Additional Health Insurance Costs +\$225k
- Costs for New Fire Training Facility +\$50k
- Other cost increases related to new positions, higher call volume, and expenditures delayed in prior years +\$274k
- Capital purchases +\$300k

Funding Notes: The Fire District millage rate for 2014 is 3.436, the primary driver of its tax revenue, \$19.0M. In addition, the Fire District receives fire protection revenue from cities in the county of \$1.2M. The Fund will be required to use \$0.9M of its ~\$4.0M available fund balance. The average homeowner pays \$250.14 in annual property taxes to support Fire Services.





EMS Fund

(\$millions)

BUDGETS	2014	2015
Expenditures	\$7.2	\$8.2
2015 v 2014 Increase %		14.1%
2015 v 2014 Increase \$		\$1.01

Significant drivers of \$1.0M, or 14.1% increase:

- 6 new firefighting positions to operate an additional ambulance in the south end of the county +\$280k
- More existing employees enrolled in benefits +\$48k
- 10% salary adjustment +\$334k
- Collection rates for ambulance fees were lower than anticipated therefore bad debt expense was increased +\$318k
- Increased health insurance costs +\$25k

Note: True cash expenses are budgeted to be \$5.3M. The EMS Fund is budgeted to generate enough cash collections to cover 65% of its expenditures. The General Fund provides 35% of this fund's cash requirements.

The average homeowner pays \$11.26 in annual property taxes to support EMS Fund Services.





E911 Fund

(\$millions)

BUDGETS	2014	2015
Expenditures	\$4.3	\$4.3
2015 v 2014 Decrease %		-1.0%
2015 v 2014 Decrease \$		-\$0.04



Significant drivers of \$44k, or 1.0% decrease:

- 10% COLA salary adjustment and additional health insurance +\$173k
- Decrease to personnel costs due to employee attrition (\$51k)
- Expected increase in service contracts +\$15k
- One-time capital costs budgeted in 2014 (\$181k)

Note: The E911 Fund receives no support from the General Fund/property taxes. All revenues are collected through fees charged by phone companies for landlines, cell phones and now prepaid services.



Unincorporated County Services Fund

(\$millions)

BUDGETS	2014	2015
Expenditures	\$7.8	\$8.1
2015 v 2014 Increase %		4.5%
2015 v 2014 Increase \$		\$0.35



Factors contributing to the fund increasing \$350K or 4.5%:

- 3 positions added +\$120k
 - 1 Mower Operator and 1 Truck Driver in R&B and 1 Development Inspector in Engineering
- 2%/10% Salary adjustment +\$149k
- Additional Health Insurance +\$31k
- New Software & Equipment for DSC +\$60k
 - will generate revenue to repay investment in two years
- New Equipment for Roads & Bridges +\$80k
- Decrease in Worker's Comp costs for Roads & Bridges (\$89k)

Note: The Georgia Commissioner of Insurance collects insurance premium tax from insurance companies and distributes to counties based on population. This revenue is intended to cover services provided primarily to residents of the unincorporated area. Therefore, services provided by departments in this fund are not funded by property taxes.





Parks & Recreation Fund



(\$millions)

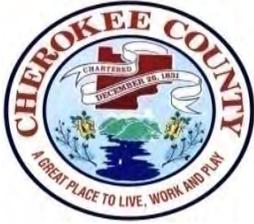
BUDGETS	2014	2015
Expenditures	\$4.4	\$4.4
2015 v 2014 Increase %		0.5%
2015 v 2014 Increase \$		\$0.02

Significant drivers of \$20k, or 0.5% increase:

- 2% COLA salary adjustment +\$43k
- Additional Health Insurance Costs +\$17k
- Increase to PT personnel to provide better coverage +\$40k
- Savings in Operating Costs (\$25k)
- Decrease to Aquatic Center Utilities (\$55k)

Note: CRPA is budgeting \$2.5M in program fees and contributions to cover 57% of expenditures. Alcoholic beverage taxes provide an additional \$971k of funding. Together, CRPA expenditures are 79% covered by sources other than property tax. The average homeowner pays \$5.55 in annual property taxes to support Parks & Recreation services.





Parks & Recreation Fund



Economic Impact Example



- Atlanta Legacy Showcase Girls Softball Tournament
- Hosted 240 teams & families at Biello, Sequoyah, and Hobgood Parks
- Provides opportunity for college coaches to observe and select potential collegiate athletes.



- Economic Impact Measured by Tournament Organizers:



- Hotels, Restaurants, Shopping = \$30M (for Cherokee & Cobb)
- Value of Scholarships = \$20M





Senior Services Fund

(\$millions)

BUDGETS	2014	2015
Expenditures	\$1.1	\$1.1
2015 v 2014 Increase %		5.8%
2015 v 2014 Increase \$		\$0.06



Significant drivers of \$63k, or 5.8% increase:

- While costs increased, \$35k of the increase was grant funded.
- The General Fund Transfer only increased to cover:
 - 2% COLA and additional health insurance costs +\$17k
 - 1 FT employee added as 2 PT positions were eliminated, net additional cost \$11k

Note: The Senior Center is budgeting to receive \$684k in federal and state grants for operations. This covers 60% of operating expenditures. The average homeowner pays \$2.72 in annual property taxes to support Senior Services.



Animal Shelter Fund

(\$millions)

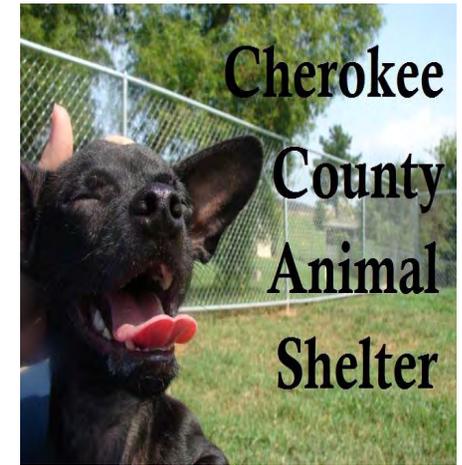
BUDGETS	2014	2015
Expenditures	\$1.0	\$1.1
2015 v 2014 Increase %		8.8%
2015 v 2014 Increase \$		\$0.09

Significant drivers of \$85k, or 8.8% increase:

- 2% COLA and additional health insurance +\$23k
- Reorganization changes +\$46k
- Vet services based on 2013 and 2014 actual experience +\$10k
- New travel and training costs for cruelty investigation classes +\$7k

Note: This fund receives \$510k of revenue funding from Landfill Hosting Fees, \$183k from adoption fees, contributions, and other shelter services. Therefore, 66% of funding is received from sources other than property tax.

The average homeowner pays \$2.24 in annual property taxes to support Animal Shelter Services.





Transportation Fund



(\$millions)

BUDGETS	2014	2015
Expenditures	\$1.0	\$1.2
2015 v 2014 Increase %		19.5%
2015 v 2014 Increase \$		\$0.19

Significant drivers of \$193k, or 19.5% Increase:

- While costs increased, the increase was primarily driven by the \$256k purchase of 6 replacement buses which are grant funded (meaning expenditures increased, but so did federal grant revenues to cover the cost).
- The General Fund transfer was only increased for the 2% COLA and additional healthcare costs +\$13k.



Note: This fund is budgeted to receive \$572k in grant support. Other revenue is budgeted at \$406k. Therefore 83% of expenditures are budgeted to be covered by sources other than property taxes. The average homeowner pays \$1.25 in annual property taxes to support Transportation Services.



Transportation Fund

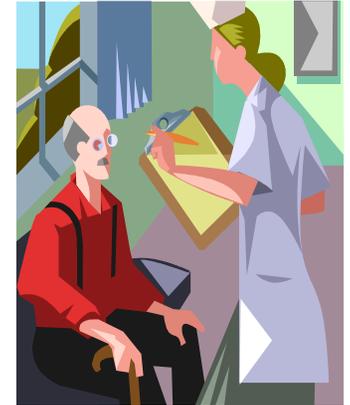
(continued from previous page to show breakdown of services)



	Urban "Canton" Route (FIXED)	Rural Route (5311)	Van Pool (G266)	Rural Route Fed Grant - Capital Only (ARRA2)	Off Peak Demand Response (OPTS)	TOTAL
REVENUE						
Grant Funding	\$149,823	\$383,028	\$40,000	\$0	\$0	\$572,851
Passenger Fares	\$20,000	\$28,000	\$0	\$0	\$0	\$48,000
Other External Revenue	\$0	\$347,692	\$0	\$0	\$10,000	\$357,692
TOTAL REVENUE	\$169,823	\$758,720	\$40,000	\$0	\$10,000	\$978,543
TOTAL EXPENSES	\$263,535	\$858,924	\$50,000	\$0	\$10,000	\$1,182,459
GAIN/LOSS	(\$93,712)	(\$100,204)	(\$10,000)	\$0	\$0	(\$203,916)
GENERAL FUND TRANSFER	\$93,712	\$100,204	\$10,000	\$0	\$0	\$203,916
BALANCE	\$0	\$0	\$0	\$0	\$0	\$0
INCREASE IN GENERAL FUND TRANSFER FOR 2% COLA & HEALTHCARE INCREASE						\$12,721



Insurance & Benefits Fund



(\$millions)

BUDGETS	2014	2015
Expenditures	\$10.1	\$11.7
2015 v 2014 Increase %		16.2%
2015 v 2014 Increase \$		\$1.63

Significant drivers of \$1.63M, or 16.2% increase:

- More Employees Enrolled in 2014 + \$227k
- 30 New FT Employees Expected to Enroll in 2015 + \$417k
- PEPM Costs increased 8% in 2014, expected to increase additional 5% in 2015 + \$1.0M
- Higher Admin Fees (BCBS, Stoploss, ACA) +\$215k
- Removal of CHN Budget/Addition of Wellness Coordinator (\$251k)

Note: The Insurance & Benefits Fund is an Internal Service Fund which recovers its costs from employee contributions and charges collected from each department. Costs that are not recovered are charged to the fund's reserve.



County Wide Summary Expenditures - Operations

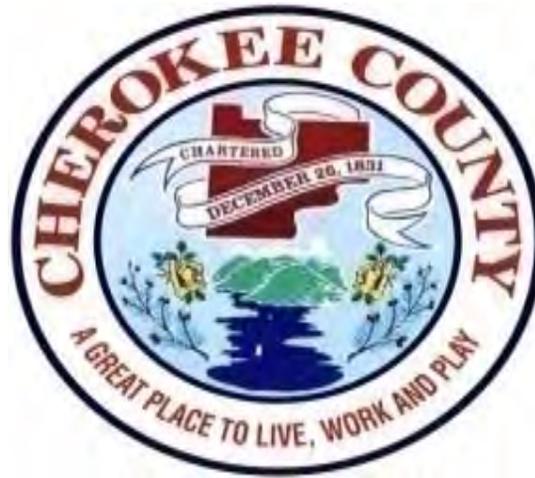
	2014 Budget	2015 Proposed Budget	Change Increase/ (Decrease)	%
General	55,750,981	58,611,357	2,860,376	5.1%
Fire	18,562,731	21,102,598	2,539,867	13.7%
EMS	7,151,585	8,156,670	1,005,085	14.1%
E911	4,320,843	4,276,460	(44,383)	-1.0%
Unincorporated County Services	7,798,227	8,148,371	350,144	4.5%
Parks & Rec (CRPA)	4,356,125	4,377,119	20,994	0.5%
Insurance & Benefits	10,059,541	11,694,161	1,634,620	16.2%
Senior Services	1,076,059	1,138,909	62,850	5.8%
Animal Shelter	972,339	1,057,985	85,646	8.8%
Transportation	989,767	1,182,459	192,692	19.5%
Fleet Maint	1,396,107	1,423,124	27,017	1.9%
Total Major Operations	112,434,305	121,169,213	8,734,908	7.8%
Total Other Funds	6,163,394	5,656,220	(507,174)	-8.2%
TOTAL OPERATING	118,597,699	126,825,433	8,227,734	6.9%



County Wide Summary Interfund Transfers



	2014 Budget	2015 Budget	Change Increase/ (Decrease)	%
<u>General Fund Transfers</u>				
General Fund to Senior Services	412,889	443,163	30,274	7.3%
General Fund to Parks & Recreation	850,320	903,943	53,623	6.3%
General Fund to Unincorp Svcs Fund	1,488,041	-	(1,488,041)	0.0%
General Fund to Transportation	191,195	203,916	12,721	6.7%
General Fund to Grant Fund	60,189	82,164	21,975	36.5%
General Fund to Animal Shelter	232,719	364,737	132,018	56.7%
General Fund to RRDA Fund	1,303,856	944,236	(359,620)	-27.6%
General Fund to EMS	809,143	1,835,720	1,026,577	126.9%
General Fund Transfers	5,348,352	4,777,879	(570,473)	-10.7%
Hotel/Motel to Conf Center	76,467	94,467	18,000	23.5%
<u>DATE Fund Transfers</u>				
DATE to DUI Court	101,019	80,000	(21,019)	-20.8%
DATE to Drug Court	152,000	98,677	(53,323)	-35.1%
DATE Fund Transfers	253,019	178,677	(74,342)	-29.4%
Conf Center to UnCS Fund	25,000	-	(25,000)	-100.0%
TOTAL INTERFUND TRANSFERS	5,702,838	5,051,023	(651,815)	-11.4%



Review of Capital Funds

2015 BUDGET



SPLOST FUNDS

SPLOST V AND SPLOST 2012 combined for comparability

(\$millions)

BUDGETS	2014	2015
Expenditures	\$34.0	\$40.6
2015 v 2014 Increase %		20%
2015 v 2014 Increase \$		\$6.64



- **Significant drivers of \$6.64M, or 20% increase:**
- Capital funds function much differently than operating funds.
- With SPLOST funding, projects are planned over several years, and revenues are spent as the projects are undertaken/completed.
- Therefore, spending can vary year-to-year depending on the project plan.
- When spending increases or decreases – it is related to the specific projects; it is not a reflection of increased/decreased taxes on residents.
- See next slide for remaining projects and planned spending of reserves.



Library Facilities & Books

\$500k

Carryforward to Future Years \$2.3M



SPLOST V* Spending of Reserves = \$2.4M



Parks & Recreation \$1.0M

- Hobgood Phase II \$1.0M



Fire Department \$124k

- Equipment \$75k
- IT Requirements \$49k

Carryforward to Future Years \$0.9M



Sheriff Office \$282k

- Facilities/Equipment/Vehicles \$282k



Roads & Bridges \$484k

- Projects & Equipment

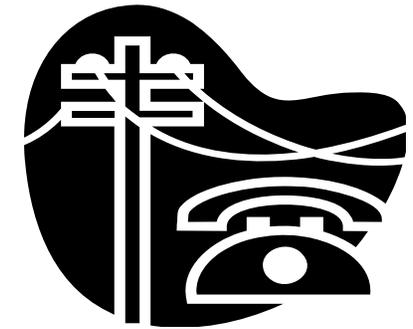
*SPLOST V sales taxes were collected 2006 - 2012



Ambulances \$575k



SPLOST 2012* Spending = \$38.2M



**Emergency
Communication \$325k**



Fire Department \$5.0M

- Stations \$3.0M
- Engines \$1.1M
- Equipment \$915k



Road Construction \$16.7M

Courthouse \$472k

- Expansion \$350k
- Security \$122k



**Law Enforcement
Vehicles \$417k**



**Animal Control Vehicles \$75k
Marshal Patrol \$52k**



Animal Shelter Intake \$1.3M



**Cities Portion \$7.9M
Economic Dev \$640k
Airport \$4.8M**

*SPLOST 2012 sales taxes will be collected 2012 – 2018
Project Plan for all years can be found in the Budget Book under the SPLOST tab

Parks for Cherokee

Parks Bond 2015 Spending = \$15.0M

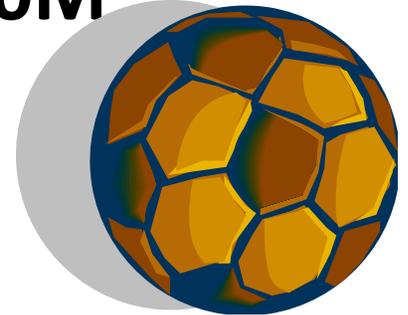


**Project
Mgmt/Admin
\$0.3M**



New County Parks \$8.2M

East \$4.0M
Patriots \$3.2M
Veterans \$0.5M
Land \$0.5M



**Park Equipment
\$0.2M**



Existing Park Projects \$0.7M

Including: Waleska \$0.1M,
Recreation Center \$0.3M,
Biello \$0.3M



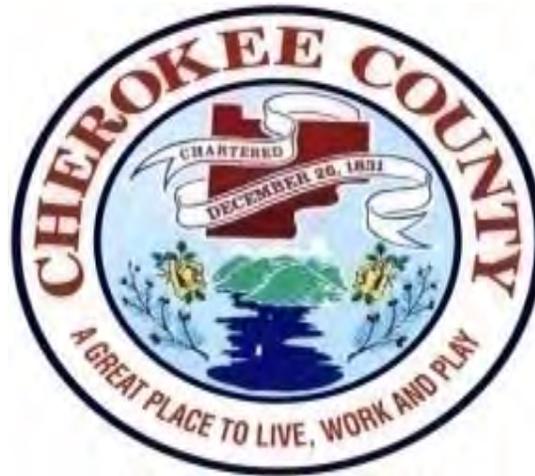
**City Parks & Recreation Projects
\$5.7M**

Including: Canton \$2.7M, Woodstock
\$1.9M, Holly Springs \$1.0M,
Ballground \$0.1M



County Wide Summary Expenditures - Capital

	2014 Budget	2015 Proposed Budget	Change Increase/ (Decrease)	%
Impact Fees	1,239,633	1,562,040	322,407	26.0%
SPLOST V (2006-2012)	3,614,248	2,394,915	(1,219,333)	-33.7%
SPLOST 2012 (2012-2018)	30,385,318	38,242,017	7,856,699	25.9%
Parks Bond	9,604,800	15,031,043	5,426,243	56.5%
Total Capital Projects	44,843,999	57,230,015	12,386,016	27.6%
Debt Service	5,104,816	6,584,329	1,479,513	29.0%
TOTAL CAPITAL RELATED	49,948,815	63,814,344	13,865,529	27.8%

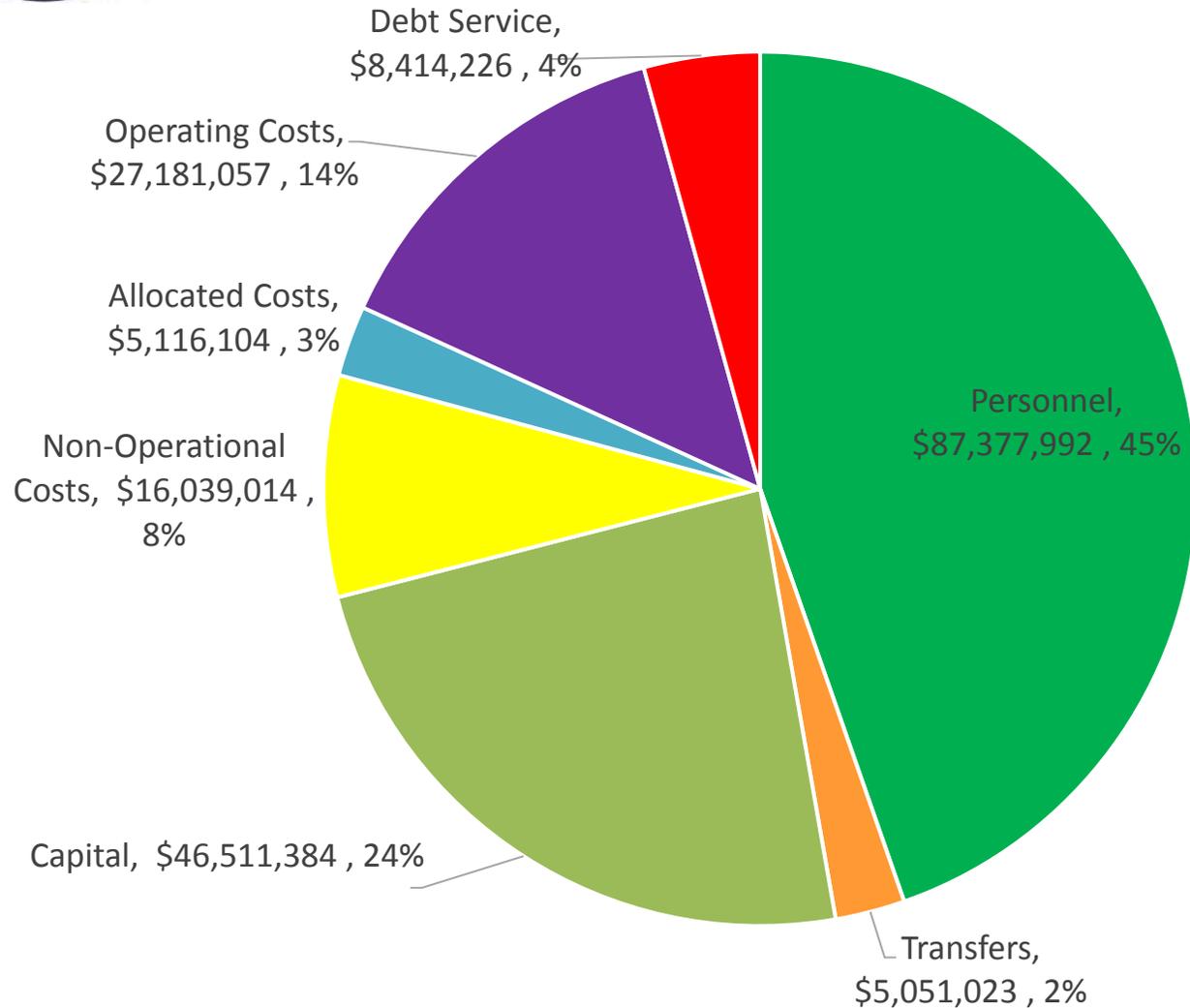


Review of Significant Expenses

2015 BUDGET



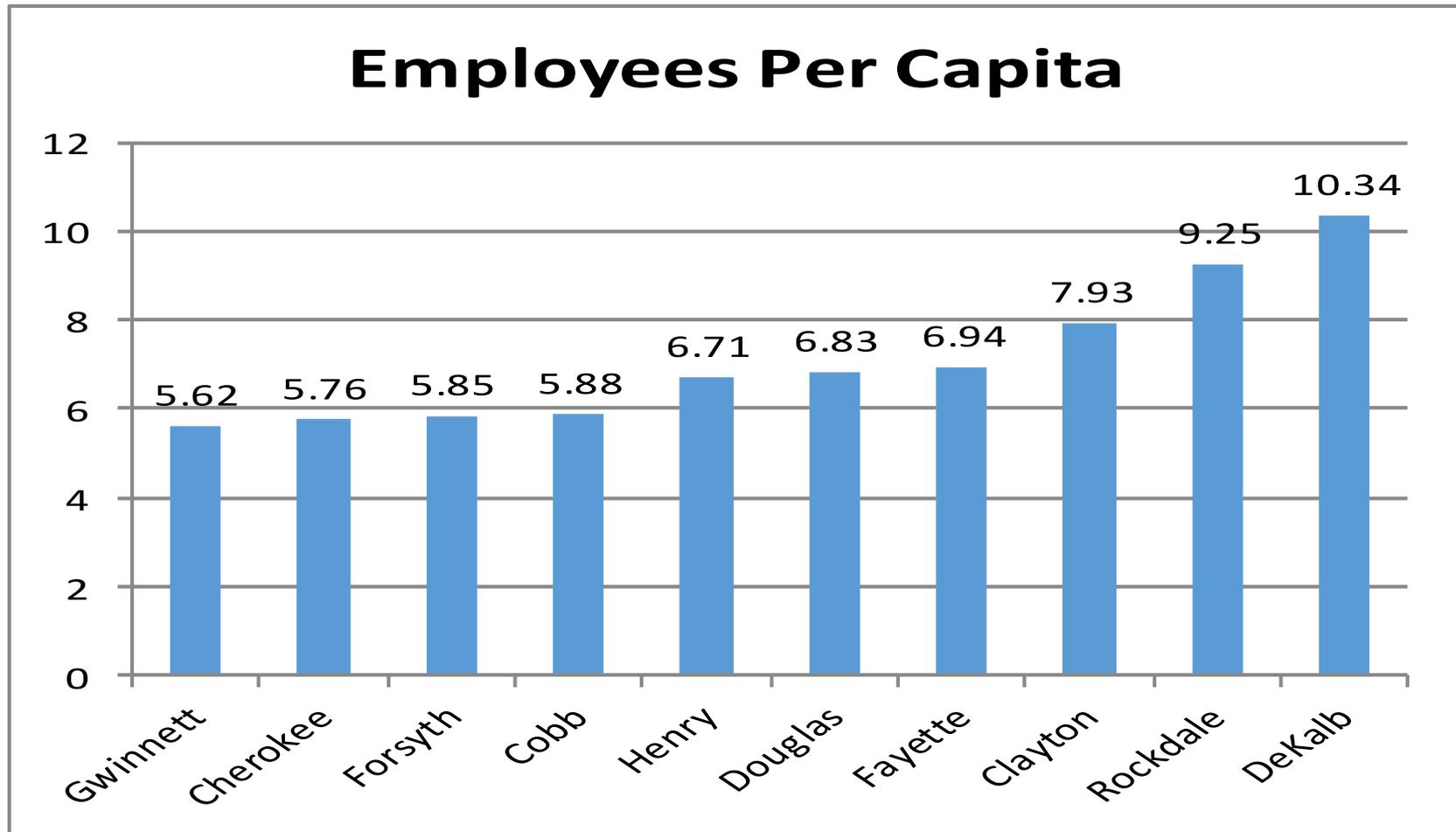
Personnel Costs



45% of Cherokee County's Total Budget is Spent on Personnel



Headcount – County Comparison

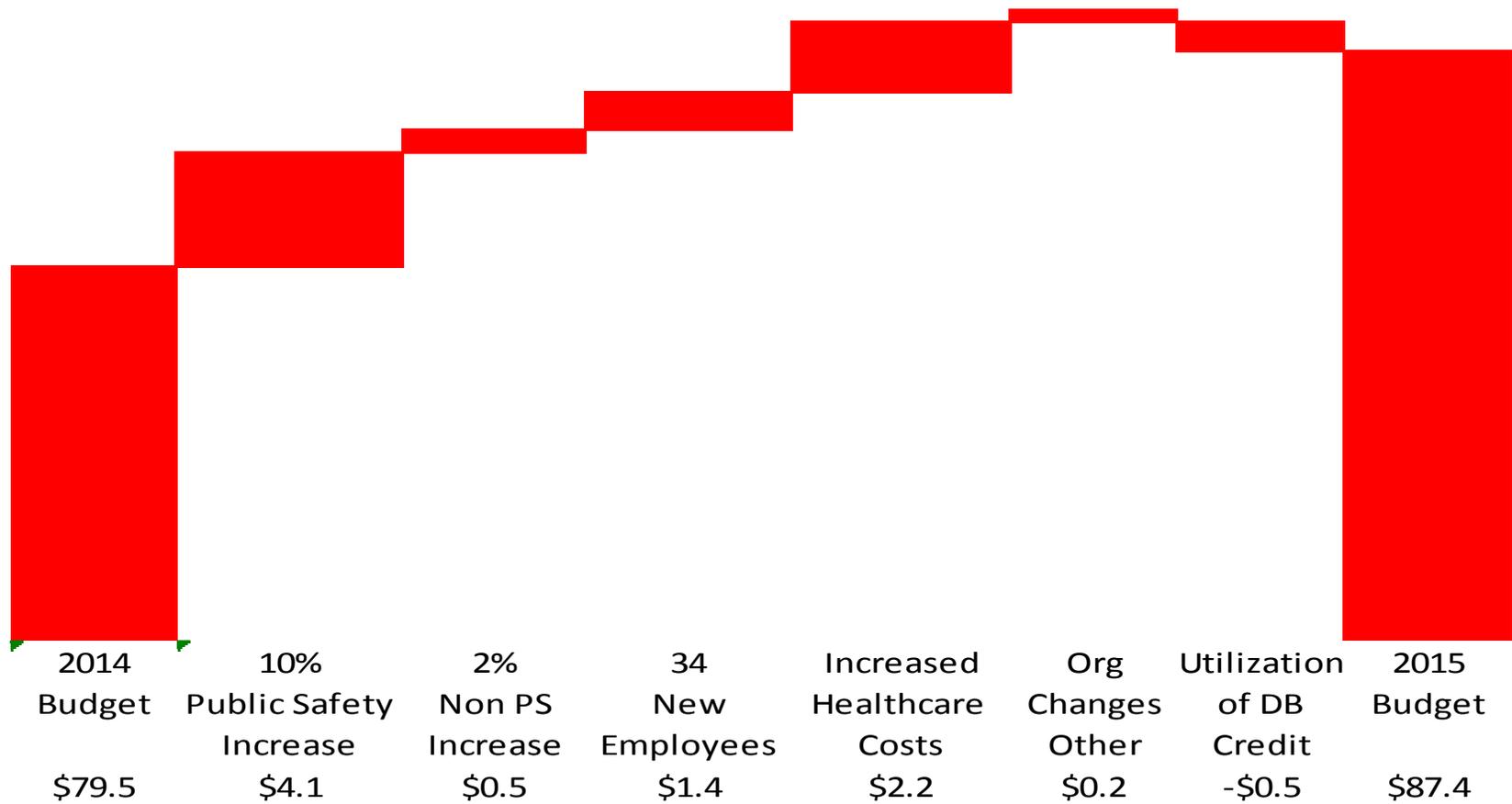


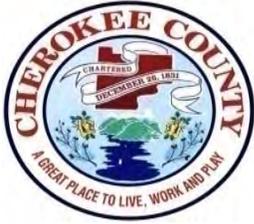
- Fulton excluded because they only report FT employees rather than FTEs
- All other Counties presented with 2013 Data (from CAFRs) – potential new headcount is not reflected



Personnel Costs

Reconciliation of Costs From 2014 Budget to 2015 Budget





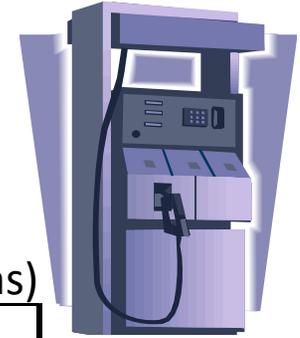
Workers Compensation



	2013 Actual	2014 Budget	2014 Forecast	2015 Budget
<u>Costs By Type</u>				
New Claims	\$532,705	\$447,273	\$751,095	\$552,542
Carryover Claims	\$390,081	\$201,636	\$106,553	\$166,275
Admin Costs	\$145,429	\$388,341	\$290,108	\$346,100
Total County	\$1,068,215	\$1,037,250	\$1,147,756	\$1,064,917
<u>Costs by Fund</u>				
General Fund	\$557,938	\$500,106	\$538,374	\$541,328
Fire Fund	\$106,205	\$148,046	\$232,917	\$162,072
EMS Fund	\$53,675	\$75,942	\$84,401	\$59,709
Other Funds	\$350,397	\$313,156	\$292,064	\$301,808
Total County	\$1,068,215	\$1,037,250	\$1,147,756	\$1,064,917



Fuel



(\$millions)

	2014 Budget	2014 Forecast	2015 Budget
Fiscal Year	\$2.2	\$2.1	\$2.3
2014B v 2014F		-6.5%	
2015B v 2014B			2.8%

- Fuel cost projections vary almost weekly depending on hurricane activity, refinery outages, economy growth expectations, pipeline disruptions, etc.
- However, for FY 2015, the U.S. EIA expects 2015 average fuel prices to be ~ 2014.
- The final consolidated budget is budgeted higher than analyst predictions, but we believe this is a more conservative approach.
 - FY 2015 at analyst expectations: \$2.1M

[EIA Release Date 08/12/2014](#)

Gasoline From \$3.50 to \$3.46

Diesel From \$3.89 down to \$3.87



Electricity/Natural Gas/Water



(\$millions)

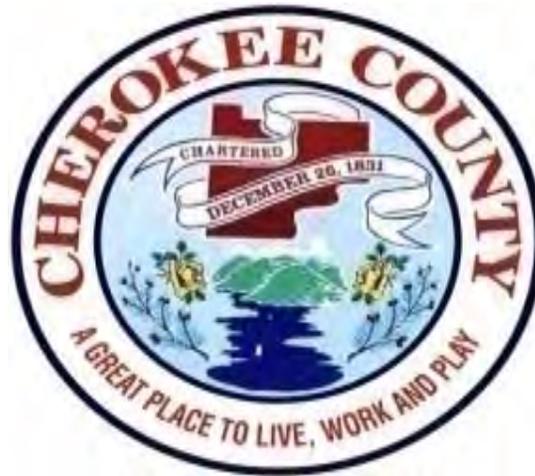
	2014 Budget	2014 Forecast	2015 Budget
Fiscal Year	\$2.8	\$2.5	\$2.8
2014B v 2014F		-9.2%	
2015B v 2014B			0.0%

- Utility costs were reviewed for each building.
- Since there is significant fluctuation with weather, budgets for each building were determined by month.
- While 2014 is forecast to be under budget, the 2015 Budget was not lowered because rates fluctuate and weather is difficult to predict.
- The EIA expects Natural Gas to increase 2.6% and Electricity to increase 1.8%. Using the EIA Forecast the 2015 Budget would be \$2.6M.

EIA Release Date 8/12/2014

Natural Gas (Tcf): from \$11.06 to \$11.35

Electricity (per kwh): from \$12.46 to \$12.69



Headcount/Personnel Summary

2015 BUDGET



Budgeted FT Headcount – Net Changes

39 Full-Time Positions Have Been Added

- 4 Net Added in 2014 After the Budget was Adopted
 - 1 in Senior Services After Eliminating Two PT
 - 1 in Parks Maintenance After Eliminating Two PT
 - 1 Victim/Witness Advocate – Grant Funded, no cost to the County
 - 1 Wellness Program Coordinator – much lower cost than CHN Prog
 - 1 Construction Engineer
 - (1) Eliminated Executive Administrative Assistant
- 35 Planned for 2015
 - 7 Deputies to Address Jail Overcrowding
 - 4 Deputies to Serve Oak Grove Area – Growing Area in SW Cherokee County
 - 6 Firefighters to Begin Building Increased Manpower Truck Staffing
 - 6 EMS Employees to Staff an Additional Ambulance in the South End of the County
 - 1 Fire Inspector
 - 1 Administrative Assistant in Fire
 - 3 Appraisers in Tax Assessor's Office for New Growth in County
 - 1 GIS Analyst in the Tax Assessor's Office
 - 2 Investigators in DA Office
 - 1 Assistant DA
 - 1 Development Inspector in Engineering
 - 1 Mower in Roads and Bridges
 - 1 Truck Driver in Roads and Bridges





Budgeted PT Headcount – Net Changes

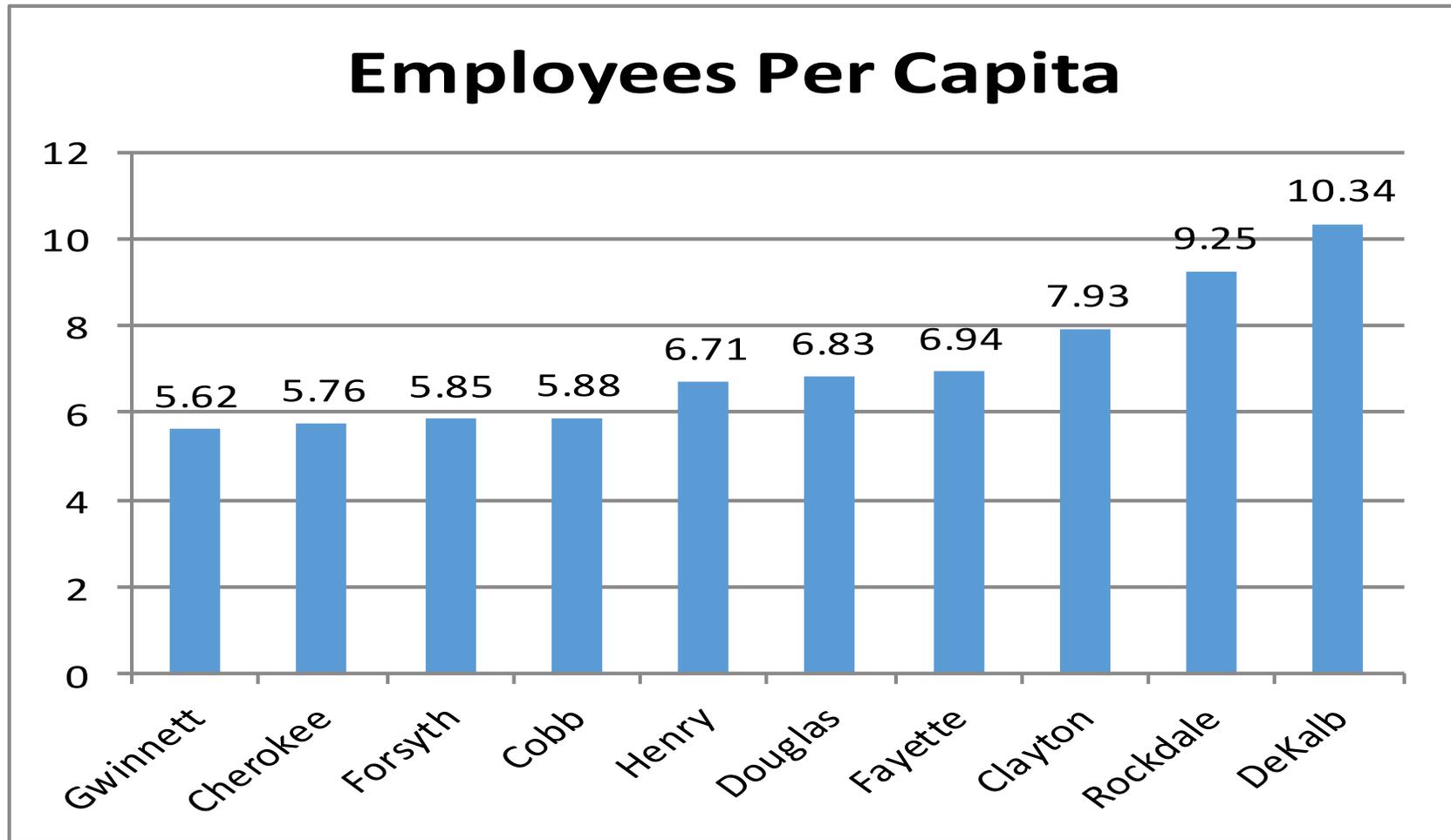
20 Part-Time Positions Have Been Added



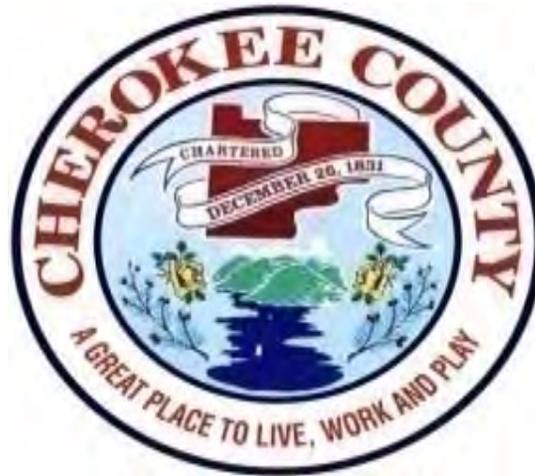
- All Added in 2014 After the Budget Was Adopted
- Did Not Increase Cost to the County – Either Grant Funded, or Position Was Created to Provide More Coverage At Same Cost, or Cost Savings from Other Operating Budget Categories Achieved
- 2 Aquatic Center Positions Added to Be Covered By Current Payroll Budget – Positions Needed on Permanent Basis for Proper Coverage
- 1 PT Case Worker Added to DUI Court – Funded by Grants and User Fees, Not Taxes
- 1 Fire Administrative Services to be Covered with Current Budget
- 2 Baliffs – Positions Created to Provide More Flexible Coverage at the Same Cost Total Cost (more employees working fewer hours = same cost)
- 17 Seasonal PT Positions Added to Aquatic Center to Provide More Flexible Coverage at the Same Total Cost (more employees working fewer hours = same cost)
- 1 Seasonal Intern for the County Manager – Funded by ACCG Grant
- 7 Seasonal Parks Positions Moved to Permanent Positions to Better Reflect Permanent Staffing Needs
- (7) Seasonal Parks Positions Moved to Permanent Positions to Better Reflect Permanent Staffing Needs
- (2) Senior Services Positions Eliminated to Create 1 FT Position
- (2) Parks Maintenance Positions Eliminated to Create 1 FT Position



Headcount – County Comparison



- Fulton excluded because they only report FT employees rather than FTEs
- All other Counties presented with 2013 Data (from CAFRs) – potential new headcount is not reflected



Revenue Assumptions

2015 BUDGET



One-Time Funding Sources

The following one-time/limited funding sources were needed to balance the FY2015 Budget:

- Use of General Fund Reserves \$0.4M
- Use of Fire Fund Reserves \$0.9M
 - Millage Rate Related \$0.4M
 - Higher Healthcare Claims \$0.2M
 - Partial Funding for New Pumper Trucks \$0.3M
- Final Credit Balance in Pension Fund \$0.5M
- Sale of Property for Parks Bond Debt Service Fund \$0.5M
 - Sale of Property = \$2.1M, Original Price = \$1.6M, Excess = \$0.5M



Revenue Assumptions

TAXES (2015 BUDGET = \$116.0M)

- **Property Taxes (all property except vehicles): \$61.8M**
 - Millage Rates: General Fund 5.728, Fire Fund 3.436, Parks Bond 0.744
 - Property tax bills will be mailed in mid-September 2014
 - Budget assumes 100% of 2014 assessed dollar amount is collected, less COTC
 - Includes 2014 Tax Levy and all prior year collections
- **Motor Vehicles: \$10.2M**
 - New TAVT monthly average Oct - July 2014: \$580k
 - 2015 Budget = \$6.7M or \$555k per month
 - Reduced motor vehicle “birthday” tax by \$1.4M
 - Net decrease as compared to the 2014 Budget = \$0.2M





Revenue Assumptions



TAXES continued (2015 BUDGET = \$116.0M)

- **SPLOST Taxes: \$31.5M**

Average Per Month:

- 2007 Actual = \$2.65M | 2014 Forecast = \$2.60M | 2015 Budget = \$2.63M
- 2014 Forecast is 3.2% better than 2013
- 2015 Budget is 1% better than 2014
- Budget is conservative, but an overage would be used for projects in future years





Revenue Assumptions

TAXES continued (2015 BUDGET = \$116.0M)

- **Insurance Premium Tax: \$7.1M**
 - 2011 = \$6.5M | 2012 = \$6.9M | 2013 = \$7.2M
- **All Other Taxes: \$5.4M**
 - Mortgage related, cable television franchise tax, bank franchise tax, hotel/motel tax, alcohol excise tax all budgeted = 2014 Annualized Run Rate (as of July YTD, except mortgage-related was partially reduced)
 - 2014 Forecast = \$5.5M





Revenue Assumptions

LICENSES & PERMITS (2015 BUDGET = \$1.8M)

- **Occupation Tax/Business Licenses \$495k**
 - Budget for renewals = collections as of July 2014 (\$478k)
 - New business licenses budgeted at \$4k/month which is ~ 2011 - 2014 actual experience

- **Building/Fire Inspection Fees \$1.0M**
 - 2013A = \$1.0M 2014 F = \$1.2M

- **Alcoholic Beverage Licenses \$220k**
 - 2013A = \$216k 2014F = \$221k

- **2013 Actual = \$1.9M 2014 Forecast = \$2.0M**





Revenue Assumptions

INTERGOVERNMENTAL/GRANTS (2015 BUDGET = \$4.9M)

The more significant amounts budgeted in this revenue category are planned in the following funds:

- Multiple Grant Fund: the 2015 Budget represents only known grants. As new grants are received throughout the year, budget amendments will be completed. 2015 Budget = \$324k
- CDBG Fund: The 2015 Budget represents only the grant award that is anticipated to be spent during FY2015. 2015 Budget = \$1.0M
- Senior Services Fund: the 2015 Budget = \$684k (represents federal & state grants)
- Transportation Fund: the 2015 Budget = \$573k (represents federal & state grants)
- SPLOST Fund: GDOT LMIG Grant for Roads & Bridges, 2015 Budget = \$1.9M
- DUI/Drug/Mental Health Court Funds: the 2015 Budget = \$403k (represents federal & state grants)
- 2014 Budget = \$4.8M 2014 Forecast = \$5.0M





Revenue Assumptions

CHARGES FOR SERVICES (2015 BUDGET = \$33.9M)

Please see County-Wide Budget/Forecast Report for 60 individual revenue accounts. Most accounts budgeted at 2014 Annualized Run Rate – except for known variances:

- Impact Fee Forecast for 2014 = \$1.2M, 2015 Budget = \$1.0M.
- This category includes Internal Service Charges for the Insurance & Benefits Fund. This has been budgeted at \$9.0M for 2015 vs the \$8.1M run-rate for 2014. This represents the increased county contribution for more employees and higher PEPM.
- Commissions on Tax Collections were lowered by \$300k to reflect the lower CCSD percentage approved by the BOC (from 2.3% to 2.1%).
- The 2014 Run-Rate for Ambulance Fees is \$7.3M. We do not believe this to be correct. We budgeted 2015 at \$6.3M which is 3% higher than 2013 Actuals.
- 2014 Forecast = \$34.3M





Revenue Assumptions

FINES & FORFEITURES (2015 BUDGET = \$6.1M)

- All fines for all courts budgeted at 2014 Run Rates.
- For 2014 the Superior and Magistrate Court fine revenue is below the 2013 Actual and the 2014 Budget. Because this declining trend has continued throughout 2014, 2015 has been budgeted at the lower rate.
- 2014 Forecast = \$6.3M





Revenue Assumptions

INTEREST REVENUE (2015 BUDGET = \$56k)

- In 2007 interest revenue was \$1M, budgeting 2015 at 2014 Forecast

MISCELLANEOUS REVENUE (2015 BUDGET = \$2.6M)

- Because miscellaneous revenue can be one-time, lump payments – we budgeted conservatively for only known items.
- This category includes items such as: rent (e.g., Tax Commissioner Woodstock office, recycling plant), Judicial Services reimbursements, probation administration fees, special one-time reimbursements like the State payment for the SO Training Center)

SALE OF ASSETS (2015 BUDGET = \$2.1M)

- The sale of Parks Bond Property (the “Dunn Tract”) has been included. The proceeds will be used first to payback the original cost to the Parks Bond Fund. The excess (expected to be \$500k) will be used to pay debt service related to the Parks Bonds.

BOND PROCEEDS (2015 BUDGET = \$0M)

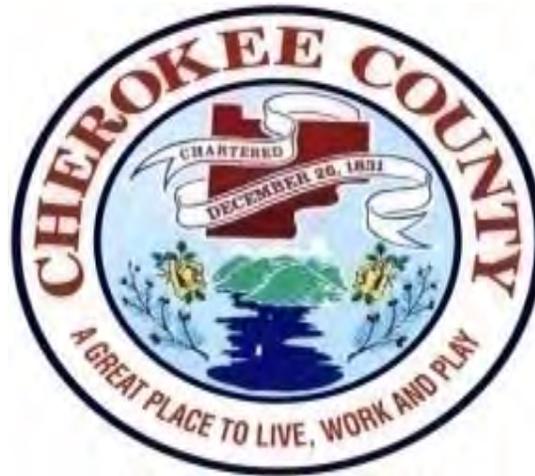
- No bond issues are planned for 2015. All Parks Bonds have been fully issued.



Revenue Summary

2015 Budget v 2014 Budget

	2014 Budget	2015 Budget	Change Increase/ (Decrease)	Variance Explanation
Property Taxes	56,090,708	61,841,828	5,751,120	Reflects increase from new growth, partial rollback, and Fire Tax increase
Motor Vehicle/TAVT	10,363,162	10,157,497	(205,665)	Growth in TAVT, but offset by loss in Motor Vehicle Birthday Tax
SPLOST	29,815,200	31,528,970	1,713,770	2014 Forecast > Budget. 2015 set at 1% > 2014 Forecast.
InsPremTax	6,988,041	7,111,371	123,330	
Other Taxes	4,830,967	5,351,467	520,500	2015 Budget set very close to 2014 Forecast
Licenses & Permits	1,479,800	1,774,800	295,000	2015 set based on 2013 Actual and 2014 Forecast
Intergovernmental	4,767,334	4,869,760	102,426	
Charges for Services	33,137,033	33,875,583	738,550	Internal service charge for medical contributions increased.
Fines & Forfeitures	6,338,421	6,114,199	(224,222)	Superior and Magistrate courts on declining trend.
Investment Revenue	26,630	56,280	29,650	
Miscellaneous Revenue	2,272,673	2,594,846	322,173	Budgeted for recycling operator's lease revenue.
Sale of Assets	1,600,000	2,092,667	492,667	Budgeted Dunn Tract Sale in 2015 vs Old Admin Building in 2014.
Bond Proceeds	22,823,000	-	(22,823,000)	No new bonds to be issued in 2015.
Use/(Save) of Reserves	(11,986,455)	18,465,489	30,451,944	Parks Bonds were saved to reserves in 2014, budgeted to spend in 2015.
Transfers	5,702,838	5,051,023	(651,815)	Decrease primarily from UnCS transfer in 2014.
TOTAL FUNDING SOURCES	174,249,352	190,885,780	16,636,428	



Fund Glossary

2015 BUDGET



Glossary of Funds

- General Fund (100) – The main operating fund for Cherokee County. This fund is used to account for all financial resources except those required to be accounted for in another fund. The major revenue sources for the general fund include property taxes and fines and forfeitures. Departments under the general fund include Sheriff, Judicial Services, Tax Assessor/Commissioner and other administrative departments. The General Fund must also provide transfers to special revenue funds that cannot cover fund expenses without support.
- Law Library (205) – a special revenue fund to assist in financing the County Law Library. Revenues come from a special add-on amount to all court fines. The Law Library provides legal references for local lawyers and judges to assist them in researching cases and laws. These funds are legally restricted for this specific use by state law.



Glossary of Funds

- Sheriff's Forfeitures Fund (210) – a special revenue fund to account for Sheriff's Forfeitures. These funds are legally restricted for specific use by state law.
- E-911 Fund (215) – a special revenue fund that provides emergency telephone communication/dispatch services for the County through special add on fees to land line telephones as well as wireless communications (collected by phone companies and remitted to the County). In late 2012 we began collecting these fees for prepaid phone cards. Police and fire services from both the County and the cities within the County are dispatched from this one Public Safety Answering Point. These funds are legally restricted for specific use by state law.



Glossary of Funds

- Senior Services Fund (221) – a special revenue fund that provides services such as in-home homemaker aides, social and health activities to the County’s Seniors. Funding is provided primarily through the Atlanta Regional Commission on Aging and fees and donations from the community. The General Fund provides matches to the grants and also contributes an additional transfer of funds to cover all costs.
- Parks and Recreation Fund (225) – a special revenue fund that accounts for the activities of the Cherokee Recreation and Parks Agency (CRPA). CRPA provides a variety of sporting and recreational programs for youth and adults and also maintains the parks and recreation facilities throughout the County. Funding is provided by charges for activities and alcohol beverage taxes. Both revenue sources are committed to this fund by the BOC. The County General Fund contributes an additional transfer of funds to cover all costs.



Glossary of Funds

- Unincorporated County Services Fund (230) – a special revenue fund with revenue provided by a tax assessed on insurance companies. This revenue is legally restricted to provide services primarily benefitting the residents in the unincorporated areas. Departments in this fund include Engineering, Economic Development, Roads & Bridges, Planning & Land Use, GIS, the DSC, and County Marshal.
- Transportation Fund (240) – a special revenue fund that accounts for the activities of the Cherokee Area Transportation System (CATS). CATS provides a variety of transportation services for County residents. Most of the revenue for this fund comes from grants which are legally restricted for specific use by state law.



Glossary of Funds

- Multiple Grant Fund (250) – a special revenue fund that accounts for the purchases and projects related to the receipt of federal, state and local grants. These funds are legally restricted for specific use.
- Community Development Block Grant (CDBG) Fund (251) – a special revenue fund that accounts for CDBG and HOME grant receipts and the expenditures. The objective of the grant is the development of viable urban communities by providing support for decent housing and expanded economic opportunities for low and moderate income persons. CDBG does not require a county match, and the HOME match is provided by Habitat affiliate through sponsor fees. These funds are legally restricted for specific use.



Glossary of Funds

- Animal Services Fund (252) – a special revenue fund that accounts for the activities of the Animal Shelter. The shelter provides adoption services, spay/neuter services, microchip service and euthanasia for unclaimed animals. Funding is provided by charges for services and landfill hosting fees. Both revenue sources are committed to this fund by the BOC. The General Fund contributes an additional transfer of funds to cover all costs.
- DA's Condemnation Fund (254) – a special revenue fund that accounts for confiscations by the Cherokee County District Attorney's office. These funds are legally restricted for specific use by state law.



Glossary of Funds

- Drug Abuse Training and Education (DATE) Fund (255) – a special revenue fund that is dedicated to treating and educating individuals who have been in the court system for drug and alcohol related cases. The funding is a state authorized add-on fee to all drug and alcohol related cases and is legally restricted for specific use. This fund makes transfers to the DUI and Drug Accountability Court Funds to support their operating expenditures.
- Victim Assistance Fund (256) – a special revenue fund that is designated to help assist victims of crime. Revenue is provided by a 5% add-on to court fines. A portion of the funds provides for personnel in the District Attorney’s office who coordinate and manage cases where there is a need for victim support. Remaining funds are directed to outside agencies which specialize in victim assistance. The funds are legally restricted for specific use.



Glossary of Funds

- DUI Court Fund (257) – a special revenue fund that accounts for the activities of the Cherokee County DUI Court. This court is a post adjudication court that is designed to coordinate substance abuse intervention with judicial support through an immediate sanction and incentive process. Funds are provided by fees charged to participants in the program plus grant revenue, and transfers from the DATE Fund, and are legally restricted for specific use.
- Drug Court Fund (258) – a special revenue fund that accounts for the activities of the Cherokee County Drug Court. Funds are provided by fees charged to participants in the program plus grant revenue, and transfers from the DATE Fund, and are legally restricted for specific use.
- Mental Health Court Fund (259) – a special revenue fund that accounts for the activities of the Cherokee County Mental Health Court which supports the needs of the mentally ill who come into contact with the Cherokee County Justice System. Funds are provided by grant revenue and are legally restricted to specific use.



Glossary of Funds

- Fire District Fund (270) – a special revenue fund that is supported by a dedicated property tax millage that is legally restricted for Fire Emergency Services operations. The Cherokee County Fire and Emergency Services organization provides high quality, professional medical and fire protection services to the citizens of Cherokee County.
- Jail Fund (271) – a special revenue fund that is legally restricted by state law for maintenance and infrastructure improvements to the jail. Funding is provided through add-on fees to court fines. This fund is managed by the Sheriff’s office.
- Sheriff’s Commissary Fund (272) – a special revenue fund that accounts for the proceeds of jail inmate commissary sales. These funds are legally restricted for specific use by state law.
- Confiscated Assets Fund (273) – a special revenue fund that accounts for confiscated cash seizures by Cherokee County Law enforcement from drug related crimes. Funds are legally restricted by state law to be used for public safety purposes - except salaries of law enforcement personnel.



Glossary of Funds

- Hotel/Motel Tax Fund (275) – a special revenue fund that accounts for a 6% tax on rental of hotel rooms within the County. Expenditures in this fund support economic development/tourism. These funds are legally restricted for specific use by state law. Currently this fund makes transfers to the Conference Center and provides support to the Chamber of Commerce for operating costs.
- Impact Fee Fund (295) – a capital projects fund that is dedicated to capital and infrastructure construction and improvements as they relate to new development. Fees assessed on new construction provide the revenues. These funds are legally restricted for specific use by state law.



Glossary of Funds

- Parks Bond Fund (310) – a capital projects fund that accounts for expenditures of bond funds, approved by voters for Parks and Recreation. These funds are legally restricted for specific use by state law.
- SPLOST V Fund (322) – a capital projects fund that accounts for the proceeds of a 1% local sales tax levy renewed by voters for 2006 - 2012. The proceeds of this special tax are designated for items in the referendum including a new administration building, courthouse renovations, public safety and senior center facilities and equipment, and transportation projects.
- SPLOST 2012 Fund (323) – a capital projects fund that accounts for the proceeds of a 1% local sales tax levy renewed by voters for 2012 - 2018. The proceeds of this special tax are designated for items in the referendum including a jail expansion, public safety facilities & equipment, transportation and economic development projects.



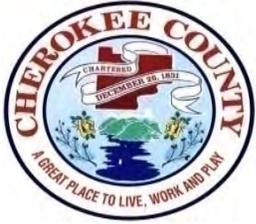
Glossary of Funds

- RRDA Fund (375) - accounts for the activities of the Resource Recovery Development Authority of Cherokee County (RRDA). The RRDA was created to acquire, construct and install a solid waste disposal and recycling facility. Bonds were issued in 2007 in the amount of \$18,145,000 for this construction. This facility will collect and recycle natural materials such as leaves, trees and debris. Ball Ground Recycling had managed this facility under a lease agreement, but the County is currently seeking a new operator. At the end of the lease, the company has an option to purchase the facility from the county.
- Debt Service Fund (410) – a fund that accounts for the accumulation of resources for payment of General Obligation Bonds. Proceeds from a dedicated property tax millage are collected to make payments on bonds related to Parks. In previous years transfers from SPLOST funds were made to this fund to cover payments on SPLOST Bonds; however all SPLOST Bonds were repaid in FY2013.
- Conference Center Fund (555) – an enterprise fund that accounts for the activities of the Northside Cherokee Conference Center. The Conference Center is located at the County Administration Building and opened in late 2008. The Center features 8,000 square feet of space, dining room for almost 600 people and full catering services. Charges for renting the facility and transfers from the Hotel/Motel Tax Fund pay for all expenses.



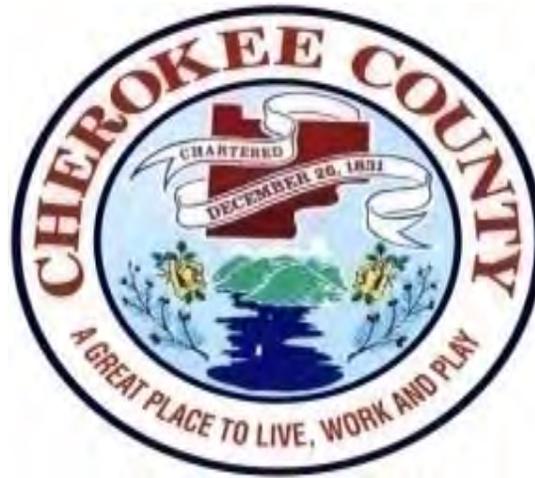
Glossary of Funds

- Emergency Medical Services (EMS) Fund (580) – an enterprise fund that provides medical and ambulance services to citizens of Cherokee County. Revenues are derived from patient and insurance billings for these services. The General Fund contributes an additional transfer of funds to cover all costs.
- Insurance & Benefits Fund (605) – an internal service fund that accounts for such items as health, dental, long-term and short-term disability and life insurance for the employees of the County. Amounts are transferred into this fund and allocated to departments through payroll based on actual employee costs.



Glossary of Funds

- Fleet Maintenance Fund (610) – an internal service fund which provides maintenance and vehicle services for all county vehicles including the Fire Department, Sheriff Office and heavy duty equipment. Costs are allocated to each department on a monthly basis.



Appendix

2015 BUDGET



Insurance & Benefits



FUNDING

- Employer Contributions for Medical were increased from \$5.7M to \$6.5M.
- Employee Contributions were not changed.
- We are budgeting to use \$0.8M of the Unreserved Fund Balance, and \$0.2M of the ERIP Reserved Fund Balance.

CLAIMS

- PEPM: 2013 = \$628.43 2014 Forecast = \$678.78 (up 8% over 2013) 2015 Budget = \$712.72 (up 5% over 2014)
- Enrollees: 2013 = 955 2014 Forecast = 999 2015 Budget = 1,030 (assumes new employees will elect insurance)
- Net Claims: 2013 = \$7.2M 2014 Forecast = \$8.1M 2015 Budget = \$8.8M

ADMINISTRATIVE FEES

- BCBS Administration fees increased 3.5%, Stoploss insurance costs increased 12% - totaling \$204k increase to the FY2015 Budget
- Affordable Healthcare Act (ACA) fees were built into the 2015 Budget:
 - \$9.51 per enrollee, \$118k total

NET IMPACT

- Based on projected enrollment of 1,030 enrollees (employees & retirees), the Total 2015 Budget for Fund 605:
 - Total Revenues = \$10.7M Total Expenditures = \$11.7M Total Fund Loss = \$1.0M
 - Unreserved Fund Balance at 10/1/2014: \$1.0M Unreserved Fund Balance at 9/30/2015: \$0.2M



Insurance and Benefit Fund	2015 BUDGET	2014 BUDGET	2015B V 2014B VARIANCE \$ B/(W)
Self Insured			
Revenues			
Health Insurance	9,056,953	7,997,522	1,059,431
Dental Insurance	665,712	643,957	21,755
Pharmacy Rebates	125,356	81,552	43,804
Coast to Coast Program	650	-	650
Stoploss	-	-	-
COBRA/Retiree Payments	191,133	180,000	11,133
Total Revenue	10,039,804	8,903,031	1,136,773
Expenditures			
Health Insurance	8,809,207	7,157,240	(1,651,967)
Dental Insurance	598,718	583,140	(15,578)
Broker Fees	73,000	73,000	0
Employee Support	114,282	51,833	(62,449)
Administrative Services	1,306,823	1,102,524	(204,299)
ACA Fees	117,544	106,380	(11,164)
Other Purchased Services - Other	11,188	11,188	0
Other Purchased Services - CHN	-	313,152	313,152
Total Expenditures	11,030,762	9,398,457	(1,632,305)
Net Income/ Loss on Self Insured	(990,958)	(495,426)	(495,532)
Other Insurance			
Total Revenue	657,807	660,426	(2,619)
Total Expenditures	663,399	661,080	2,319
Net Income/Loss on Fully Insured	(5,592)	(654)	(4,938)
Total Revenue	10,697,611	9,563,457	1,134,154
Total Expense	11,694,161	10,059,537	(1,634,624)
Net Income/Loss for the Fund	(996,550)	(496,080)	(500,470)



Cherokee County, Georgia
Agenda Request

SUBJECT: PSA Award

MEETING DATE: 10/7/2014

SUBMITTED BY: Amy Turcotte, Juvenile Court Intake Officer

COMMISSION ACTION REQUESTED:

Approve County standard Professional Services Agreement (PSA) to Focus Counseling & Training, Inc. in the amount of \$232,000 for four (4) years (\$58,000 per year) for the continuation of grant required Seven Challenges Therapy for the Juvenile Court.

FACTS AND ISSUES:

The Cherokee County Juvenile Court received a grant from the Governor's Office (administered by the Criminal Justice Coordinating Council [CJCC]) providing federal and state grant monies under the Juvenile Justice Incentive Grant (JJIG) Program to help offset the costs of juvenile courts to serve youth in their community who would otherwise be committed to the Georgia's Department of Juvenile Justice.

The grant requires the use of therapy programs that are "evidence based" - Seven Challenges Therapy is one such approved program. The Governor's Office recommended provider of Seven Challenges Therapy is Focus Counseling & Training. They utilize approved, proprietary strategies and copyrighted materials to effect changes in behavior through a focused and concentrated therapeutic approach.

This PSA will be effective as of July 1, 2014 and will expire December 31, 2017; the PSA will renew automatically as long as the grant is renewed each State fiscal year. The total four year PSA maximum value is \$252,000 which is a NTE spend of \$58,000 per year. Of the \$58,000 per year, \$48,000 is grant reimbursable; the remaining \$10,000 per year is covered by court fees and/or insurance billings. The budget outlined below is the grant budget which is accounted for in Fund 250 - Multiple Grant Fund.

BUDGET:

Table with budget details: Budgeted Amount: \$217,531; Amount Encumbered: \$95,554; Amount Spent to Date: \$69,181; Amount Requested: \$48,000; Remaining Budget: \$4,796. Account Name: Juvenile Crt Grant Fund; Account #: 22600000-5xxxx-JJIG & 22600000-5xxxx-JRG14

Budget Adjustment Necessary: Yes* [] No [X] *If yes, a Budget Amendment form MUST be attached.

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

Ordinance/Resolution: Yes [] No [X]

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

ADMINISTRATIVE RECOMMENDATION:

Approve County standard Professional Services Agreement (PSA) to Focus Counseling & Training, Inc. in the amount of \$232,000 for four (4) years (\$58,000 per year) for the continuation of grant required Seven Challenges Therapy for the Juvenile Court.

REVIEWED BY:

DEPARTMENT HEAD:
AGENCY DIRECTOR:
COUNTY MANAGER

Procurement Summary

Date Submitted: 1-Oct-14
Submitted by: Kristi Thompson *KT*
PSA Number: N/A
Value of Contract: \$232,000 (4 yr total)
Period of Performance: July 1, 2014 - December 31, 2017
Supplier Name: Focus Counseling & Training, Inc.
General Description: 7-Challenges Therapy
Source of Funds: Federal and State Grant Monies

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement:

Yes	<input type="checkbox"/>
-----	--------------------------

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

Number of Bidders Contacted / Number of Bids Received:

1	1
---	---

Supplier Selection Based on:

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

* Mandated by Grant

Weight	Proposal Evaluation Criteria

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

<input type="checkbox"/>	No <i>Cherokee County</i> Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location
	\$ 232,000.00	Focus Counseling	Woodstock, GA

Fair Price Determination:

Method	Price Analysis Type
<input checked="" type="checkbox"/>	Other, market analysis price comparison

Important Price Evaluation Notes: Price analysis performed in January 2014 for therapy/counseling services.

4 year term not to exceed (NTE) value is \$232,000; \$58,000 per year NTE

Annual NTE fee total of \$58,000 is:

\$48,000 grant reimbursable and \$10,000 funded by court fees and/or participant insurance

The grant cost of \$48,000 per year is:

Counseling/Training Materials - \$720.80 for 24 clients (total \$17,299.20)

Mandatory Training/Travel Expenses - \$700.80

Licensing Fee - \$4,000 (must be renewed annually as required by grant terms)

CHINS Coordinator - \$26,000

The CHINS Coordinator is an additional service added the 2nd year of the grant; the other services/fees are the same as prior year service fees with no change in cost per service. Increase in prior year contract is additional clients.

The \$10,000 per year is:

Counseling/therapy for clients (juveniles and their families) not covered by the grant but all fees covered by court fees and insurance billing (Focus Counseling handles 100% of insurance billings).

***Notes:** Grant agreement with Juvenile Court mandates use of approved therapies - 7-Challenges is one of the approved therapy programs. Focus Counseling (in Woodstock) is licensed to offer the grant approved 7-Challenges therapy program.

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 October 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 Focus Counseling and Training, Inc., a Corporation having a place of business at 9876 Main Street Suite 100, Woodstock GA 30188 ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

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

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

WHEREAS, the Consultant acknowledges that a portion of this Agreement is funded by federal and state grant monies and should the grant(s) not be continued, this Agreement will be amended and/or terminated with written notice to the Consultant; 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

Provide Counseling and related activities and become authorized to utilize the Seven Challenges Methodologies in support of Cherokee County Juvenile Court.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of providing services as outlined in Exhibit D, attached hereto. All work assignments and direction shall be provided by the County's representative.

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 July 1, 2014, and the Work shall continue until December 31, 2017 contingent upon continued Federal and/or State grant assistance at the same level, or greater, of funding provided as first year. 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 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 Fifty-eight Thousand Dollars (\$58,000) per year, except as outlined in Section II(C) above. While it is anticipated that the participant's insurance will cover the majority of the costs associated with the actual therapy to be referred by the County, Exhibit D will be utilized in situations as directed by the Court for the County to cover the costs of evaluation, treatment or other services. In the event that the participant's insurance coverage is not accepted with the Service Provider, the Service Provider shall advise the County and obtain approval in advance of providing treatment, such treatment once approved to be billable directly to the County under this Agreement. The compensation for Work performed shall be based upon the work specifically authorized and paid according to Exhibit D.

C. Only those costs identified in the Services Provided, attached as Exhibit D, are allowable under this Agreement; no other reimbursement costs are allowed.

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

Beth Brock 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. Bests' 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
<u> X </u>	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 perform authorized tasks, in order for Consultant to complete the Work.

B. County's Representative

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

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least 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 Amy Turcotte for the County and Beth Brock 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:

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

NOTICE TO THE CONSULTANT shall be sent to:

Beth Brock
Focus Counseling and Training, Inc.,
9876 Main Street Suite 100
Woodstock GA 30188

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:

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 ID#

Date of Authorization

Focus Counseling and Training, Inc.
Name of Contractor

Juvenile Court Counseling-CHINS Services
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Juvenile Court Counseling-CHINS Services
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

Executed on _____, _____, 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"

Beth Brock, LCSW is owner. See below for list of staff who could be asked to provide therapy, counseling or other services to the County.

Jessalyn Abt	Therapist
Shawn Allen	Paraprofessional
Cynthia Amante	Therapist
Susan Brice-Harris	Therapist and Paraprofessional
Beth Brock	CEO and Owner
Sue Ellen Bryant	Paraprofessional
Evelyn Burgos	Therapist
Samantha Chaplin	Therapist
Montakia Dance	Therapist and CCFA Assessor
Cindy Ellett	Nurse
Pedram Esfahani	Therapist and CCFA Assessor
Marissa Ezell	Therapist and CCFA Assessor
Anna Fortune	Therapist
Gail Garner	CCFA Assessor
Melissa Goodwin	CCFA Assessor
Judith Grant	CCFA Assessor
Lana Greene	Therapist and CCFA Assessor
Tiffani Hammock	Paraprofessional
Ellis Hand	Paraprofessional
Jennifer Herr	Therapist
Swarnlatha Inderjith	Psychiatrist
Terry Kinton	Therapist and CCFA Assessor
Najla Losch	Therapist and CCFA Assessor
Lindsey Martin	Therapist
Carla Nelson	Therapist
Janie Oliver	Therapist
Kelli O'Neill	Therapist
Enid Otero	Therapist
Ann Pearl	Therapist and Assessor
Brady Polana	Therapist
Sherrita Robinson	Paraprofessional
Sam Sabaka	Psychologist and Assessor
Stacy Sabaka	Clinical Director and Therapist
Sherrie Sperling	Therapist
Michelle St. Raymond	Therapist
Christine Thompson	Paraprofessional
Beth Tucker	Paraprofessional
Kippi Waldon	Paraprofessional
Linda Watters	Paraprofessional
Nikki Woods	Therapist and CCFA Assessor

EXHIBIT "D"

Services Provided

Focused Counseling shall:

- 1) Continue to provide candidate(s) approved to utilize The Seven Challenges proprietary methods of Counseling.
- 2) Candidate(s) will continue to meet all prerequisite requirements of The Seven Challenges program, as defined by The Seven Challenges, LLC.
- 3) Candidate(s) will continue to learn and apply these methods, utilize the required tools, and support the final certification process as conducted by The Seven Challenges.
- 4) Focus Counseling will continue to support the final certification process as conducted by The Seven Challenges.
- 5) Focus Counseling will provide counseling services to the County according to The Seven Challenges approach according to preferred costs for materials and service fee structures to be negotiated by the parties.
- 6) Focus Counseling will be reimbursed for actual out of pocket costs for the following Seven Challenges Related Expenses:
 - a. Counseling services (Seven Challenges) at a rate of \$650.80 per case – approximately \$15,619.20 total for 24 youth
 - b. Training/Counseling Materials at a rate of \$70 per journal/workbook – approximately \$1,680 total for 24 youth
 - c. Expenses related to mandatory fidelity training visit – approximately \$700.80 per year
 - d. Annual Seven Challenges licensing fee – approximately \$4,000 per year
- 7) Other than the Seven Challenges training, all individual services shall be individually authorized by the County's representative in writing. The direction shall identify:
 - a. The name of the person (and contact information, if necessary)
 - b. The specific nature of the service(s) to be provided
 - c. The name of the party responsible for paying for the service(s):
 - i. Patient's insurance (expected to address 90%+ of the referrals)
 - ii. County
- 8) Provide a dedicated person to serve as the "Juvenile Court Community Service Coordinator" which will provide the following services:
 - a. Assist and assess needs of delinquent children and Child In Need of Services (CHINS) who are either under informal or formal supervision of the Cherokee County Juvenile Court.
 - b. Organize the coordination of referrals and monitor compliance of court ordered programs of the CHINS.
 - c. Assist and assess collaboration of youth currently referred to community resources meet the needs of children.
 - d. Assist in the oversight of delinquency statistics to collect data for evidence informed statistical analysis.
 - e. Has strong organizational skills, MS Excel skills, MS Work skills and appreciates the confidentiality of the work.
 - f. Reports to the Cherokee County Juvenile Court and submits monthly invoices for review and approval by the Cherokee County Juvenile Court representative.

- g. Billing rate of Twenty-Five Dollars (\$25.00) per hour for twenty (20) hours per week; twenty hours per week may not be exceeded unless prior written authorization by both Parties.

ADDITIONAL/GENERAL SERVICES AND FEES:

Substance Abuse Evaluation	\$180 each
Domestic Violence Evaluation	\$180 each
Anger Evaluation	\$180 each
Psychological Evaluations	\$780 each
Psychiatric Evaluations	\$250 each
Mental Health Evaluations	\$200 each
Nursing Assessment	\$30 each
Individual Counseling	
Initial Assessment	\$200 [\$20 family copay, can be waived at court's discretion]
Individual Therapy	\$100 [\$20 family copay, can be waived at court's discretion]
Family Therapy	\$100 [\$20 family copay, can be waived at court's discretion]
Journaling Cost	\$50 per week
Group Counseling	\$35 per session per person
Urine Drug Screen	\$60 (if not sent off to lab) \$100 (if it is sent off to lab)
Hair Follicle Drug Screen	\$150 per person
DNA Screen	\$200 per person

SEVEN CHALLENGES

Seven Challenges Costs of:

- a. Training Materials: \$72.50 for each therapist trained
- b. Counseling Materials: \$49.90 for each youth
- c. Expenses related to traveling to mandatory The Seven Challenges Training Classes
- d. Fees that grant will cover:
 - Normal fee is \$35/group for 7 Challenges.
 - Urine Drug Screen: \$60 if not sent off to lab; \$100 if it is sent off to lab
 - Hair Follicle Drug Screen: \$150/person
 - DNA Screen: \$200/person

If special assessments or therapy are requested the General Rates listed above will apply.

Projected Numbers to Serve:

Estimate of 24 Youth; number can be increased by mutual agreement of both Parties.



Cherokee County, Georgia
Agenda Request

Agenda No.
2.3

SUBJECT: VOCA Grant Award Acceptance

MEETING DATE: 10/7/14

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Acceptance of Victims of Crime Act (VOCA) Grant award.

FACTS AND ISSUES:

- Grant Cycle is October 1, 2014 – September 30, 2015.
- Cherokee County has been receiving the VOCA grant since 1992.
- The VOCA grant assists in the funding of 3 positions for the Victim Witness Assistance Program within the Cherokee County District Attorney's Office.
- Funding for the October 1, 2013-September 30, 2014 cycle is \$87,397. Required match is \$21,849.
- The same monies have been awarded for the October 1, 2014 – September 30, 2015 cycle.
- Match funding is satisfied with existing personnel, match will not require any new county funds.

BUDGET:

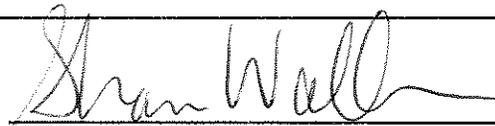
Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	
Remaining Budget	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program
CJCC GrantNo. _____

County: Cherokee
Implementing Prosecuting Attorney: Shannon Wallace
Federal Funds: \$ 87,397
Matching Funds: \$ 21,849
Total Funds: \$ 109,246
Initial Grant Period: October 1, 2014 to September 30, 2015

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as the "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the Cherokee County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the Blue Ridge (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between the PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2014 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.
 - (a) The parties acknowledge and agree that the PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are

upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

- (b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into a MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.
- (c) The CFDA number for this grant program is 16.575.
- (d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

- (a) Exhibit A contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for the PACGA, the County and the Prosecuting Attorney.
- (b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

- (a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.
- (b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2.
- (c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:
 - (1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;

- (2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.
- (d) PACGA shall, upon the terms and conditions contained herein, grant to County, and the County hereby accepts, an amount not to exceed the amount designated in the approved budget to be used solely as defined on Exhibit B.
- 6. Budget Limitation: The approved budget total may not be exceeded without the written approval of PACGA. The County is responsible for any expenditures that exceed the approved budget. Any such expenditures may be credited toward meeting the matching fund requirements of the Grant.
- 7. Matching Funds Requirement:
 - (a) The Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.
 - (b) The matching funds requirement for this MOA is 20% of the approved budget amount.
 - (c) 25% of the 20% matching funds MUST be in the form of a volunteer in-kind match for each funded office unless the requirement is waived in writing by PACGA and CJCC.
- 8. Programmatic Reporting Requirements:

During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:

- (a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports (VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31	Due: January 15
Quarter 2	January 1 – March 31	Due: April 15
Quarter 3	April 1 – June 30	Due: July 15
Quarter 4	July 1 – September 30	Due: October 15, 2015

- (b) Outcome Performance Measurement Surveys (Bi-annual).
 - (1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Period 1	November 1 – April 30	Due: May 30
Period 2	May 1 – October 31	Due: November 30

- (2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website:
<http://cjcc.georgia.gov/outcome-performance-tools-1>.

9. Financial Reporting Requirements:

- (a) The County will submit a budget worksheet to PACGA no later than October 15, 2014. The budget must include funding for Personnel only. Exhibit B contains a copy of the approved budget from the previous grant year (2013-2014). A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.
- (b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Deadlines are as follows:

Quarter 1	October 1 – December 31	Due: January 15
Quarter 2	January 1 – March 31	Due: April 15
Quarter 3	April 1 – June 30	Due: July 15
Quarter 4	July 1 – September 30	Due: October 15, 2015

- (c) Counties and Prosecuting Attorneys who use volunteer hours as in-kind match must document those hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.
- (d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:
- (1) The point of contact information ;
 - (2) Request to modify budget within currently approved categories;
 - (3) Request for a no-cost extension;
 - (4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).

10. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of

Automatic Clearing House (ACH) payment (See Exhibit C).

11. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth in PACGA Policy 11.2 (See Exhibit D) and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions (See Exhibit E) must be returned to PACGA.
12. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other grant dollars.
13. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the completion of said project and shall be made available to PACGA upon request. Personnel records for grant funded positions must be retained as provided by the state retention schedule for Personnel records.
14. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
15. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.
16. Termination:
 - (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
 - (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of the PACGA as of that moment. Certification by the Executive Director of the PACGA of the occurrence of

either of the events stated above shall be conclusive.

- (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
 - (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
- (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (2) County knowingly provides fraudulent, misleading or misrepresentative information to the PACGA.
 - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.
 - (4) An assignment is made by the County for the benefit of creditors.
 - (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

17. Victims of Crime Act - Funding Conditions:

- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.

- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.
 - (c) The County hereby assures and certifies that it:
 - (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-33, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements --- 28 C.F.R., Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project;
 - (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
 - (3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
18. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.
19. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:

Shawn Wallace
Signature

9-25-14
Date signed by Prosecuting Attorney

The Honorable Blue Ridge Judicial Circuit
District Attorney, _____ County
Solicitor-General, _____ County

COUNTY EXECUTION:

Signature
Chairman

Title
Designee for Cherokee County

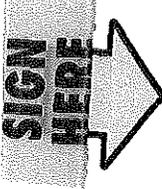
Date signed by County

PACGA EXECUTION:

Signature

Date signed by Council

Charles A. Spahos
Executive Director
Prosecuting Attorneys' Council of Georgia
104 Marietta Street NW, Suite 400
Atlanta, Georgia 30303-2743



CRIMINAL JUSTICE COORDINATING COUNCIL

VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

SUBGRANTEE: Prosecuting Attorney's Council of GA

SUBGRANT NUMBER: C13-8-048

1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Initials SN

2. Subgrantees who provide emergency shelter will conduct appropriate screening so as not to discriminate against individuals based on physical or mental disability, including mental health concerns and substance abuse issues, or deny shelter solely upon the presence of these factors, and ensure that reasonable accommodations are documented and made available to those victims.

Initials SN

3. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

In addition, subgrantees that provide hotline services will provide documentation of a contract for 24 hour language interpretation services for callers who do not speak English. Subgrantees that provide hotline services will ensure that its TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

Initials SN

4. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Initials SN

5. All subgrantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, Criminal Justice Coordinating Council investigates subgrantees that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, Criminal Justice Coordinating Council selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Initials SN

6. In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

Initials: SON

7. In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

The subgrantee acknowledges that failure to submit an acceptable EEOP (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to the Criminal Justice Coordinating Council upon request.

Initials: SON

8. Subgrantee agencies are required by Criminal Justice Coordinating Council to clearly post a non-discrimination policy in accordance with the subconditions. This policy shall be visible to and easily accessed by all staff, board members, and clients. The policy shall also contain information on how to lodge a claim of discrimination with the subgrantee agency.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex or disability then your organization must submit a copy of the finding to Criminal Justice Coordinating Council and to OCR for review.

Initials: SON

9. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Initials: SON

10. Pursuant to U.S. Attorney General Order No. 23532001, and O.C.G.A. §50 - 36 1(d), public or private nonprofit service providers that deliver in-kind (noncash) services necessary to protect life or safety and do not charge for

said services based on the recipients' income, may neither require clients seeking their organization's services to verify their immigration status nor deny services based on the clients' legal status. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.) Agencies providing said services shall establish a policy ensuring all victims have access to services regardless of immigrant status, and shall promulgate same with staff and clients seeking services.

Any law enforcement or prosecution subgrantee that provides in-kind (non-cash) services necessary to protect life or safety and does not charge for said services based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. (Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 23532001) 66 FR 3613.; O.C.G.A. §17-5-100(f)).

Initials SBW

11. The subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Initials SBW

12. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subgrantees that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Initials SBW

13. The subgrantee agrees to abide by all administrative and financial guidelines as stipulated in the current edition of the Office of Justice Program's Financial Guide for Grants available at <http://www.ojp.usdoj.gov/financialguide/>. All services paid by federal and/or matching funds must have a valid contract that has been preapproved by the Criminal Justice Coordinating Council to ensure compliance with federal and state guidelines and statutes.

Initials SBW

14. The subgrantee agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program available at <http://www.ojp.usdoj.gov/ovc/voca/vaguide.htm>.

Initials SBW

15. The subgrantee agrees to comply with the organizational audit requirements of the Single Audit Act as detailed in OMB Circular A133, Audits of States, Local Governments and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A133 audits (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19. The CFDA number for this grant program is 16.575.

Initials SBW

16. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted to Criminal Justice Coordinating Council. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior

written approval of the Office of Justice Programs.

Initials SN

17. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meeting, training, and events, including the provision of food and/or beverages at such events and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

Initials SN

18. The subgrantee agrees to comply with all the requirements of 28 CFR Part 22, the Department of Justice's Regulations on the Confidentiality of Identifiable Research and Statistical Information. The subgrantee agrees that any information identifiable to a private person that is collected as part of this grant will be used for research and statistical purposes only and acknowledges that 42 U.S. C. Section 3789 (g) provides that these data are immune from legal process. The subgrantee agrees to follow all the requirements for subject notification (28 CFR Section 22.27), information transfer agreements (28 CFR Sections 22.24 and 22.26), and final disposition of data (28 CFR Section 22.25).

Initials SN

19. The subgrantee agrees that consultant/contractor fees in excess of \$450.00 per eight hour day (\$56.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.

Initials SN

20. The subgrantee understand and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdojtrainingguidingprinciples.htm>.

Initials SN

21. The recipient agrees that information on race, sex, national origin, age, and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.

Initials SN

22. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the Criminal Justice Coordinating Council grant specialist or auditor for this subaward, and if so requested by Criminal Justice Coordinating Council will seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials SN

23. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials SN

24. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence

of supplanting, the subgrantee will be required to document that the reduction in nonfederal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials SW

25. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subgrantees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499
or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

Initials SW

26. The subgrantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

The subgrantee agrees to comply with the NEPA and other related federal environmental impact analysis requirements if the subgrantee engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds, whether or not the activities specifically are funded with federal funds: new construction; minor renovation or remodeling of a property either a) listed on or eligible for listing on the National Register of Historic Places or b) located within a 100-year flood plain; a renovation, lease, or any other proposed use of a building or facility that either will a) result in a change in its basic prior use or b) significantly change its size; and, implementation of a new program involving the use of chemicals other than those a) purchased as an incidental component of a funded activity and b) traditionally used, for example, in office, household, recreational, or educational environments.

Initials SW

27. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials SW

28. Subgrantee agencies agree to comply with the core services applicable to their agency type as outlined in the Request for Applications and the application submitted for 2013 Competitive Awards. Subgrantee agencies are responsible for ensuring that their agency meets the minimum requirements and maintains all documentation applicable to its requirements.

Initials SW

29. The subgrantee agrees to comply with the Criminal Justice Coordinating Council Subgrantee Programmatic and

Fiscal Compliance Policy available at <http://1.usa.gov/15tka0s>. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds:

Initials SW

30. All nonprofit organizations shall comply fully with the requirements set forth in the Official Code of Georgia Annotated, Chapter 50-20, and submit, prior to the drawdown of any funds, completed financial statements (including balance sheet, income statement and statement of cash flows) and salary information for all personnel whether grant funded or not.

Initials SW

31. Subgrantees who provide emergency shelter agree that, if their agency cannot house a victim, they will identify available resources and assist the victim in developing and implementing a feasible plan to access other emergency shelter.

Initials SW

32. The subgrantee must maintain its certification to receive Local Victim Assistance Add-On Funds (5% Funds). In addition, the subgrantee must submit an annual report to the Criminal Justice Coordinating Council regarding the receipt and expenditure of these funds by January 30 each year per O.C.G.A. § 15-21-132.

Initials SW

33. Subgrantee agencies agree to comply with the core services training and continuing education requirements applicable to their agency type as outlined in the Request for Applications and the application submitted for 2013 Competitive Awards. Subgrantee agencies are responsible for ensuring that their agency's staff meets the minimum training requirements and continuing education and maintains all applicable documentation.

Initials SW

34. The subgrantee agrees that all fully or partially grant-funded staff and his/her supervisor must attend a victim's compensation training hosted through the Criminal Justice Coordinating Council during the grant year. Training hours may be used to satisfy part of the training requirements specified by the subgrantee agency's core service requirements.

Initials SW

35. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by an accurate detailed project budget in the format requested by Criminal Justice Coordinating Council that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials SW

36. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials SW

37. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials SM

38. Printing materials - The subgrantee agrees to submit all materials to be printed with grant funds to the Criminal Justice Coordinating Council for approval no later than 30 days prior to sending them to the printer. Criminal Justice Coordinating Council reserves the right to disallow reimbursement for all or part of any proposed publication.

Initials SM

39. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of victims receiving requested services; 2) number of persons seeking services who could not be served; 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents; 4) number of sexual assault nurse examiners trained; and 5) number of victim advocates supported by grant funding.

cii. Statistical data describing project performance from programs providing direct victim services must be submitted to the Criminal Justice Coordinating Council using the Victim Services Statistical Report (VSSR) provided to the subgrantee. VSSRs describing program outputs (total services delivered, total clients served, etc.) are due quarterly on January 30, April 30, July 30, and October 30. The fourth quarter report, due to Criminal Justice Coordinating Council October 30, requires subgrantees to complete the narrative section included with that quarter's statistical report.

ciii. Performance Reports describing program outcomes (OPM) that reflect changes in clients as a result of services delivered must be based on surveys administered to individual clients. Each program should include the appropriate performance measures for their respective type of program on their client surveys. Programs are required to follow the Criminal Justice Coordinating Council Data Collection Guidelines and report on the online reporting system. Subgrantees are encouraged, but not required, to use the Excel-based spreadsheets to enter and tally their individual client outcome data. Totals reported for outputs may not match totals reported for outcomes since outcomes are collected from clients only at the substantial completion of services. The performance reports are due semiannually on May 30th and November 30th.

Initials SM

40. If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to the Criminal Justice Coordinating Council.

Initials SM

41. All VOCA subgrantees must provide a 20% match contribution of cash or in-kind dollars.

Initials SM

42. The subgrantee agrees to satisfy at least 25% of the required match (20%) through the in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is \$12.00 per hour. Higher rates must be pre-approved by Criminal Justice Coordinating Council. Any deviation from this requirement must be submitted in writing to the Criminal Justice Coordinating Council utilizing the volunteer requirement waiver request form.

The subgrantee agrees to utilize project volunteers that provide direct services as defined under the Victims of Crime Act. In order to comply with this requirement, the subgrantee shall furnish a written job description indicating what types of direct services the volunteer will provide. With each SER the subgrantee shall provide a listing of all project volunteers that provide direct services using the Monthly Volunteer Time Record available at <http://cjcc.georgia.gov/outcome-performance-tools-1> and a copy of the contract between each volunteer and the subgrantee identifying responsibilities for both parties, available at <http://1.usa.gov/1fDee11>. The subgrantee shall submit an explanation of Other volunteer services not listed on the Monthly Volunteer Time Record with each

SER as applicable. Volunteer time spent on administrative activities not related to the grant program, such as board member meetings, are unallowable.

Initials SN

43. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrants shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in the furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials SN

44. Pursuant to O.C.G.A. §36-60-6, as amended, all private employer subgrantees with greater than 500 employees shall register with the federal work authorization system, E-Verify, and provide Criminal Justice Coordinating Council with its eligibility verification system user number by January 1, 2014. Private employer subgrantees with greater than 100 but fewer than 500 employees shall also register with the federal work authorization system and submit to Criminal Justice Coordinating Council its eligibility verification system user number by July 1, 2014. Private employer subgrantees with more than ten employees but fewer than 100 employees shall register with the federal work authorization system and submit to Criminal Justice Coordinating Council its eligibility verification system user number by July 1, 2014.

Initials SN

45. The subgrantee agrees to abide by the provisions of the "Crime Victims' Bill of Rights" as stipulated under Georgia law (O.C.G.A. Chapter 17).

Initials SN

46. The subgrantee agrees to notify all victims of the Georgia Crime Victims Compensation Program, to advise victims of their eligibility for benefits, assist them with application forms and procedures, obtaining necessary documentation, and/or checking on their claim status, and following up with the Board of Appeals as applicable.

Initials SN

47. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq). In addition the subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).

Initials SN

48. The subgrantee authorizes the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), the Criminal Justice Coordinating Council and its representatives, access to and the right to examine all records books, paper, or documents related to the VOCA grant.

Initials SN

49. Subgrantee agencies are subject to compliance monitoring activities by Criminal Justice Coordinating Council staff. Compliance monitoring includes activities include site visits or desk reviews of all documentation related to the subaward. Subgrantee agencies will be selected randomly for a site visit or desk review at least every two years. The subgrantee agency agrees to comply with all compliance monitoring activities for the current subaward.

Initials SN

50. Repeatedly late submission of any reports will result in a recommendation to the Criminal Justice Coordinating Council for a reduction to your award. These reports include, but are not limited to, Subgrant Expenditure

Reports, Progress Reports such as Victim Services Statistical Reports (VSSR), Outcome Performance Measures and Annual Local Victim Assistance Add-On Fund (5% Fund) Reports.

Initials: SW

51. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials: SW

52. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Criminal Justice Coordinating Council determines that the recipient is a high-risk subgrantee per Cf. 28 C.F.R. parts 66, 70.

Initials: SW

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.



Authorized Official Signature

Date

L.B. Ahrens, Jr.

Chairman

Print Authorized Official Name

Title

**Cherokee County, Georgia
Agenda Request**

2.4

SUBJECT: Natural Resources Conservation Grant

MEETING DATE: 10/7/2014

SUBMITTED BY: Janelle Funk, Finance

COMMISSION ACTION REQUESTED:

Approve Contribution Agreement for the cost sharing partnership to facilitate the implementation of planned conservation practices.

FACTS AND ISSUES:

The County has accepted grant funds to cost share for the County employee assigned to work in the Canton Field Office of the USDA Natural Resources Conservation Service (NRCS) since 2000. The cost share for the County Conservation Office (Fund 230 Unincorporated County Services Org 7110) is 50/50.

The Agreement is a two year contract beginning October 1, 2014 through September 30, 2016 (CFY15 and CFY16). The total funding amount for CFY15 is \$17,238.50 and the total funding amount for CFY16 is \$17,238.50; the two year total funding award is \$34,477. The two year cost to the County is \$34,477 and budgeted during the County's annual budget process.

The Agreement is administered by the Georgia Association of Conservation District Supervisors (GACDS) for the administration of County agreements statewide. All terms and conditions are the same as the previous Agreements.

The previous 2-Year Agreement was a total of \$31,343 (\$15,671.50 per year); this 2-Year Agreement is a 10% increase (\$3,134 total, \$1,723.50 per year).

BUDGET:

Budgeted Amount:

Account Name: Conservation Administration

Amount Encumbered:

Account #: 27110000-various

Amount Spent to Date:

Amount Requested:

Remaining Budget

Budget Adjustment Necessary: Yes No

Note: If yes, please attach budget amendment form

Contract Approval Required: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

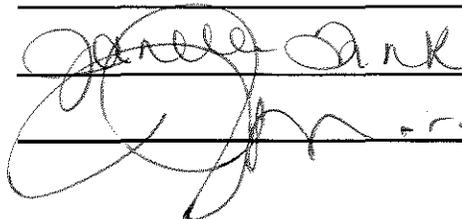
Authorize Chairman to execute Contribution Agreement with Georgia Association of Conservation District Supervisors (GACDS) for the cost share of the County's Conservation Administration Office.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



**CONTRIBUTION AGREEMENT
GACDS-02-14-002
BETWEEN THE
GEORGIA ASSOCIATION OF CONSERVATION DISTRICT SUPERVISORS,
INCORPORATED
AND THE
CHEROKEE COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, made and entered into this ___ day of _____, 2014, by and between the CHEROKEE COUNTY Board of Commissioners (hereinafter referred to as the "Provider"); and the Georgia Association Of Conservation District Supervisors, Incorporated (hereinafter referred to as the "GACDS").

I. PURPOSE:

This long term conservation partnership serves to facilitate the implementation of planned conservation practices. This "partnership" is to assist interested landowners with the GACDS application process and conservation practice implementation. The Provider is responsible for providing technical support to participants for planned conservation as outlined in this agreement. The task involves the following technical support:

- Assisting landowners with Farm Bill Program application process
- Design and layout of conservation practices.
- Activities associated with various Farm Bill conservation programs contract development and management
- Contract planning
- Eligibility determinations
- Processing applications

All technical assistance provided must meet USDA-Natural Resources Conservation Service (NRCS) standards and specifications as set forth in its Departmental manuals, handbooks, and Field Office Technical Guide, conservation planning, conservation practice application, and other areas of technical assistance.

II. OBJECTIVES:

Under the provisions of this agreement NRCS is assigned responsibility of managing the technical assistance supplied by the Provider to landowners to plan and implement conservation practices on eligible land, manage easements, and complete evaluation and monitoring of completed practices. This agreement will support the objectives of both organizations, and will leverage their capabilities to efficiently and effectively implement conservation activities as outlined in the Agricultural Act of 2014 and subsequent Farm Bills.

III. RESPONSIBILITIES OF THE PARTIES

A. GACDS will

- Provide a list of program participants to county personnel contracted through the Provider, that have scheduled conservation practices, as identified in Part IV, Section A, **Expected Accomplishments and Deliverables**, and identify and prioritize work assignments at the field office level.
- Provide technical guidance to the Provider and the county personnel maintained through this agreement when requested and provide clarity on work plan and other agreement details.
- Provide working materials and equipment needed to perform duties and to bear the cost of operation, maintenance and repair of equipment except for cost due to gross negligence by the Provider. NRCS accident reporting procedures will be followed.
- Coordinate reimbursement of the Provider on a quarterly basis upon receipt of properly completed required documentation. Documentation must include a detailed list of accomplishments utilizing the Deliverable Tracking Report as referenced in Part IV, Section A, **Expected Accomplishments and Deliverables**. GACDS costs share shall not exceed the total obligation as identified in Part VI, **Resources Required**, equal to no more than **\$34,000.00**
- Review all new technologies and innovative practices, including applicable standards and specifications, prior to initiating those technologies and practices.
- Provide quality assurance for services provided under the agreement.

B. PROVIDER will:

- Provide employees to perform technical services in the State of Georgia.
- As identified in this Statement of Work, Part IV, Section A, **Expected Accomplishments and Deliverables** and Part VI, **Resources Required**, provide administrative and technical assistance to private landowners in conserving, improving, and enhancing their natural resources as well as in-kind supplies and services. The total cash supplied by the Provider will be **\$34,000.00**
- Provide technical assistance to participants as described in this Statement of Work and Part IV, Section A, **Expected Accomplishments and Deliverables**. Ensure personnel meet the GACDS qualification standards for assigned responsibilities and for operation of equipment to perform those responsibilities.

- Ensure the Provider personnel maintained through this agreement, remain current with all training and certification requirements, to obtain and keep USDA NRCS Level II Computer Access current and up to date. This includes reporting changes to records and completing required Ag Learn courses when appropriate.
- Use existing NRCS policy, training procedures, and supervisory guidelines to ensure that all provided assistance meets NRCS standards.
- Comply with the special provisions included in this agreement and to work within this agreed-to **Statement of Work** and Part VI, **Resources Required**. Meet applicable NRCS standards, specifications, and program requirements. Be consistent with the conservation program goals and objectives in the agreement; and incorporate, where appropriate, low cost alternatives that would address the resource issues and meet the objectives of both the program and program participants for which assistance is provided.
- Limit request for reimbursement for technical assistance provided as described in this **Statement of Work**, Part IV, Section A, **Expected Accomplishments and Deliverables** and Part VI, **Resources Required**.
- Be responsible for gross negligence during use of any NRCS property and to reimburse the NRCS for such costs. Gross negligence is defined as willful destruction of NRCS property.
- If applicable, the Provider shall carry liability insurance to operate a government vehicle in the amount of a minimum of \$500,000 and provide a certificate of insurance to GACDS. Nongovernment employees will not drive government vehicles unless proof of insurance is made available to GACDS.
- Provide at least fifty (50) percent of the cost of the technical assistance listed in Part IV, Section A, **Expected Accomplishments and Deliverables**. The Provider must match the USDA funds awarded on dollar-for-dollar basis from non-Federal sources.
- Request reimbursement from GACDS for GACDS' share as referenced in this Statement of Work, and the **General Terms and Conditions of this Agreement**. Total reimbursement shall not exceed the GACDS portion referenced in Part VI, **Resources Required**. Reimbursement shall be requested through the use of:
 - Documentation must include a detailed list of accomplishments utilizing the Deliverable Tracking Report as referenced in Part IV, Section of A, **Expected Accomplishments and Deliverables**.
 - **Deliverables Tracking Report** must be certified, signed, and dated by the appropriate Cherokee County official and the NRCS District Conservationist with the following statement: *"I certify that, to the best of my knowledge, this bill has not been previously submitted and that program accomplishments will meet planned activities under this agreement. I have examined and certify that this request is correct for payment."*

- Requests for Reimbursement shall be no more often than every 30 days for the period this agreement is in force
- Requests for Reimbursement shall be submitted to: GACDS, P. O. Box 111, Athens, Georgia 30603.
- Warrant that the technical services provided:
 - Comply with all applicable Federal, State, and Tribal and local laws and requirements;
 - Are consistent with the conservation program goals and objectives in the agreement
 - Incorporate, where appropriate, low-cost alternatives that would address the resource issues and meet the objectives of both the program and program participants for which assistance is provided.
 - Be subject to the same rules and regulations that apply to NRCS and other USDA employees when using Government owned property or equipment.

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

A. Deliverables associated with this agreement include item listed in table A.1 and the following:

- Submit the Deliverables Tracking Report when requesting any payment.

Table A.1 Lists the Practice Development, Review and Certification deliverables associated with this agreement

Practice Description	Practice Code
Agrichemical Handling Facility (NO) (309)	309
Amendments for the Treatment of Agricultural Waste (591)	591
Animal Mortality Facility (NO.) (316)	316
Brush Management (314)	314
Closure of Waste Impoundments (NO) (360)	360
Combustion System Improvement (NO) (372)	372
Composting Facility (NO.) (317)	317
Conservation Cover (AC) (327)	327
Conservation Crop Rotation (AC) (328)	328
Cover Crop (AC) (340)	340
CNMP Development (102)	102
Critical Area Planting (AC) (342)	342
Diversion (FT) (362)	362
Early Successional Habitat Development/Management (AC) (647)	647
Farmstead Energy Improvement (NO) 374	374
Fence (FT) (382)	382
Filter Strip (AC) (393)	393
Forage and Biomass Planting (512)	512
Forest Stand Improvement (AC) (666)	666
Forest Trails and Landings (AC) (655)	655
Grade Stabilization Structure (NO.) (410)	410
Grassed Waterway (AC) (412)	412
Heavy Use Area Protection (AC) (561)	561
Hedgerow Planting (FT) (422)	422
Herbaceous Weed Control (Ac.) 315	315
Integrated Pest Management (AC) (595)	595
Irrigation Pipeline (FT) (430)	430
Irrigation Reservoir (NO. AND AC-FT) (436)	436

Irrigation System (NO. AND AC), Micro irrigation (441)	441
Irrigation System (NO. AND AC), Sprinkler (442)	442
Irrigation Water Management (AC)(449)	449
Mulching (AC) (484)	484
Nutrient Management (AC) (590)	590
Pipeline (FT) (516)	516
Prescribed Burning (AC) (338)	338
Prescribed Grazing (AC) (528)	528
Pumping Plant (NO.) (533)	533
Riparian Forest Buffer (AC) (391)	391
Riparian Herbaceous Cover (AC) (390)	390
Roof Runoff Structure (NO) (558)	558
Seasonal High Tunnel System for Crops (SF) (798)	798
Silvopasture Establishment (AC) 381	381
Solids/Liquid Waste Separation Facility (632)	632
Spring Development (NO.) (574)	574
Stream Crossing (NO.) (578)	578
Streambank and Shoreline Protection (FT) (580)	580
Terrace (FT) (600)	600
Tree/Shrub Establishment (AC) (612)	612
Tree/Shrub Site Preparation (AC) (490)	490
Underground Outlet (FT) (620)	620
Waste Storage Facility (NO.) (313)	313
Waste Transfer (634)	634
Waste Treatment Lagoon (NO.) (359)	359
Waste Utilization (AC) (633)	633
Water and Sediment Control Basin (NO.) (638)	638
Watering Facility (NO.) (614)	614
Well (NO.) (642)	642
Wildlife Upland Habitat Management (AC) (645)	645

Deliverables Tracking: Table B.1 provides a sample Deliverables Tracking Report. Use this report to identify the specific work performed during each payment period. The Deliverables Tracking Report tracks and totals reimbursement requirements based on the deliverable's cost rates based on practice and task level performed. Actual Deliverables Tracking Report will be provided to the Provider in Excel format.

Table B.1 Sample Deliverables Tracking Report

Separate Deliverable Tracking Report must be submitted for each individual county working in support of this agreement.

Appling County

1st Quarter

Customer Name	Date of Service	Task Level	Program	Description	Amount Paid to County per Deliverable
John Doe	10/23/2012	Administrative	EQIP	Farm Bill Program Applications & their processing	\$ 20.00
Jane's Farm	10/24/2012	Technician	CTA	Fence (FT) (382)	\$ 90.00

Sample

Actual Deliverables Tracking Report will be provided to the Provider in Excel format by GACDS

V. PERIOD OF PERFORMANCE

A. That this agreement is effective from the date signed by both parties through **September 30, 2016.**

VI. RESOURCES REQUIRED

A. CHEROKEE COUNTY and GACDS requirements are outlined in the following tables

Table A.1 GACDS AND CHEROKEE COUNTY COST SHARE

AGENCY	FY15 TOTAL COST	FY16 TOTAL COST	2-Year TOTAL COST
CHEROKEE COUNTY	\$17,000.00	\$17,000.00	\$34,000.00
GACDS	\$17,000.00	\$17,000.00	\$34,000.00

Table A.2 2 YEAR BUDGET SUMMARY

Category	GACDS Funds	CHEROKEE COUNTY Funds	Total
Conservation Program Practice Development, Review and Certification (Administrative, Technical, Easement Development, and CNMP Development)	\$34,000.00	\$34,000.00	\$68,000.00

B. GACDS costs share for this agreement is fixed at \$34,000.00

Name/Title of Authorized GACDS Rep

Signature

Date

Name /Title of Authorized Provider Rep

Signature

Date

FOOD SERVICES AGREEMENT

THIS AGREEMENT made effective October 1, 2014 by and between CHEROKEE COUNTY, GA BOARD OF COUNTY COMMISSIONERS, with principal offices located at 1130 Bluffs Parkway, Canton, GA 30114 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client desires to avail itself of Trinity's food services; and

WHEREAS, Trinity desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent subcontractor, the exclusive right to operate inmate food services at the Cherokee County Adult Detention Center, 498 Chattlin Drive, Canton, GA (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties and further set forth in Exhibit A, attached hereto. Such Services shall meet or exceed the Georgia State Jail Standards regarding food service.

2.2. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes. Trinity also agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business.

2.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. Trinity agrees that no employees of the Client will be hired by Trinity

without permission of the Client for a period of six (6) months after the termination of their employment with Client. Trinity, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age in violation of Federal, state or local law. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.6. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. Trinity will also bear the cost of replacements to small wares, trays, cups, spoons, pots, pans and serving utensils. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.8. Trinity agrees to provide and be responsible for a clearly identifiable uniform for all personnel that will be working at the Premises. Uniforms will be any color except white or brown.

2.9. In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include,

but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.3. The Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

3.4. Client agrees that no employee of Trinity will be hired by Client without permission of Trinity for a period of six (6) months after the termination of their employment with Trinity. Client shall not impose any regulation on Trinity's employees not imposed on Client's employees.

3.5. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client.

5.2. Notification of Claim. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b)

include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.3. Trinity Insurance. Trinity shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, products-completed operations, and owned and non-owned business automobile coverage) in an amount not less than One Million Dollars (\$1,000,000); and workers' compensation (including employers' liability coverage) in an amount not less than that required by applicable statute. The Client shall be named as an additional insured under the insurance policies required by this provision.

5.4. Client Insurance. Client shall obtain and maintain insurance for the operation of the Premises, equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

5.5. Certificates of Insurance. Certificates of Insurance for such coverages shall be provided upon thirty (30) days prior notice.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for one (1) year beginning on October 1, 2014 and ending on September 30, 2015, and may be automatically renewed for one (1) additional one (1) year term.

6.2. Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing forty five (45) days prior to the proposed termination date.

6.3. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

6.4. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public

disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt; (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

If to Trinity: Trinity Services Group, Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL 34677-3018
Fax: 813-855-2330

With copy to: Stephen A. Hould, Esq.
920 Third Street, Suite 3
Neptune Beach, FL 32266
Fax: 904-247-0295

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

SECTION 14. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

SECTION 15. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

SECTION 16. EMPLOYMENT STATUS OF CONTRACTOR PERSONNEL

It is the policy of Client that unauthorized workers shall not be employed to perform work on Client contracts involving the physical performance of services. Therefore, Client shall not enter into a contract for the physical performance of services within the State of Georgia, unless Trinity shall provide evidence on Client-provided forms, that it and Trinity's subcontractors have conducted a pre-employment verification of all employees who will perform work on the Client contract by utilizing the applicable federal work authorization program (currently referred to as

the Employment Eligibility Verification System ("E-Verify"). The County Manager or his/her designee shall be authorized to conduct an inspection of Trinity's and Trinity's subcontractors' verification process to determine that the verification was correct and complete. Trinity and Trinity's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the Client contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that neither Trinity nor Trinity's subcontractors employ unauthorized workers on Client contracts. By entering into a contract with the Client, Trinity and Trinity's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. In the event that Trinity or Trinity's subcontractors may be found to have employed an unauthorized worker, the County Manager or his/her designee may order Trinity to terminate or require its subcontractor to terminate that worker's employment immediately, to the extent allowed by law. Trinity shall cooperate with the Client's investigation into the matter (if any).

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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

**Cherokee County, GA
Board of County Commissioners**

By: _____

Printed Name:

Title: Commission Chairman

Date: _____

Trinity Services Group, Inc.

By:  _____

Printed Name: David M. Miller

Title: Chief Operating Officer

Date: 09/09/2014

[AFFIX CORPORATE SEAL]

EXHIBIT A

FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom. The parties agree that they will review the price per meal charged on each anniversary date of this Agreement and at that time, if necessary, the parties shall agree to mutually acceptable changes to the price per meal to be charged by Trinity.

Trinity's proposal was based on the assumption that it would not be required to comply with the Service Contract Act. If it is determined that the Service Contract Act is applicable, Trinity shall be allowed to adjust prices accordingly based on the increased cost of wages and fringe benefits after notifying the Client and shall have the right to recover from the Client or by appropriate price adjustment at Client's option, all costs associated with compliance with the Service Contract Act from and after the date of such notice to Client, including any costs related to back pay issues and penalties that may arise as a result of review by the Department of Labor or any other governmental agency, which shall be the responsibility of Trinity.

II. PAYMENT TERMS

Trinity shall provide the Client a weekly tabulation of meals prepared and invoice monthly, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding month. Client shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

SCHEDULE I

**CHEROKEE COUNTY ADULT
DETENTION CENTER PRICE SCALE
OPTIONAL COLD DINNER MENU
EFFECTIVE OCTOBER 1, 2013**

NUMBER OF MEALS	PRICE PER MEAL
Less than 4,200 Meals Per Week	TBD
4,201 TO 6,300 Meals Per Week	\$1.196
6,301 to 8,400 Meals Per Week	\$1.022
8,401 to 10,500 Meals Per Week	\$0.926
10,501 to 12,600 Meals Per Week	\$0.865
12,601 to 14,700 Meals Per Week	\$0.823
14,701 to 16,800 Meals Per Week	\$0.797
16,801 to 18,900 Meals Per Week	\$0.777
18,901 to 21,000 Meals Per Week	\$0.761
More than 21,000 Meals Per Week	\$0.748

EXHIBIT "A"

STATE OF FLORIDA
COUNTY OF PINELLAS

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 sue 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 agrees that it will continue to use the federal work authorization program throughout the contract period and should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit B. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

573923
Federal Work Authorization User Identification Number
JULY 3, 2012
Date of Authorization
TRINITY SERVICES GROUP, Inc
Name of Contractor

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 the 9th day of September,
20 14
in Oldsmar (city), FL (state).

David M. Miller
Signature of Authorized Officer or Agent

David M. Miller
Printed Name of Authorized Officer or Agent

COO
Title of Authorized Officer or Agent

Subscribed and sworn before me on this
9th day of September,
20 14.

Sharon M. Kirkman
Notary Public

[NOTARY SEAL]

My Commission Expires July 9, 2018





Cherokee County, Georgia Agenda Request

SUBJECT: Commissary Services Agreement Renewal

MEETING DATE: 10/7/2014

SUBMITTED BY: Major Karen Johnson, CCSO Adult Detention Center

COMMISSION ACTION REQUESTED:

Authorize second renewal of Commissary Services Agreement to A&S Commissary Services, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015).

FACTS AND ISSUES:

This contract was competitively bid in 2012 and awarded by the Board of Commissioners on October 2, 2012. The initial contract term was October 1, 2012 through September 30, 2013 (CFY2013) and the first renewal was for the contract term October 1, 2013 through September 30, 2014 (CFY2014). This will be the second one-year renewal which will be effective October 1, 2014 to September 30, 2015. Other than the service period, all terms and conditions are the same as the previously executed Agreement.

A&S Commissary pays the County 34% commission of gross sales occurring at the Adult Detention Center by the inmates. A&S Commissary is responsible for all costs associated with operating the Commissary.

In FY2013 (initial term of agreement), A&S Commissary paid the County \$279,839 and in FY2014 (second year of agreement), A&S Commissary paid the County \$294,818.

BUDGET:

Budgeted Amount: \$300,030
Amount Encumbered: \$
Amount Spent to Date: \$
Amount Requested: \$
Amended Budget: \$

Account Name: Commissary Fund 272
Account #: 27230-349900

Budget Adjustment Necessary: Yes* No *If yes, a Budget Amendment form MUST be attached.

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

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Authorize second renewal of Commissary Services Agreement to A&S Commissary Services, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015).

REVIEWED BY:

DEPARTMENT HEAD: Karen Johnson

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Commissary Services Agreement

This Agreement, made effective the 1st day of October, 2014, by and between the Cherokee County Adult Detention Center with offices at 150 Chattin Drive, Canton, GA 30115 (hereinafter referred to as "Client"), and A & S Commissary Services, LLC (hereinafter referred to as "ASC"), with principle offices at 165 Andrew Drive, Suite 300, Stockbridge, GA 30281.

WITNESSETH:

WHEREAS, Client desires to avail itself of ASC's Inmate Commissary Services and Trust Fund Accounting System, and

WHEREAS, ASC desires to perform such services for the Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. CLIENT'S GRANT TO ASC

(A) Client grants to ASC, as an independent contractor, the exclusive right to provide the inmate commissary services and to provide the inmate trust fund accounting system at the Cherokee County Adult Detention Center (such location hereinafter referred to as the "Premises"), and the exclusive right to sell the inmates at such Premises, food products, non-alcoholic beverages, sundry items and other such articles ("Products") as shall be approved by the Client (such commissary service hereinafter referred to as "Services").

2. ASC'S RESPONSIBILITIES

(A) Pursuant to the provisions of this Agreement, ASC will operate and manage its Services hereunder at the Premises, keep its Services adequately serviced and supplied with twice a week commissary ordering and delivery.

(B) ASC shall pay all Federal, state and local taxes in connection with the operation of its Services upon the Premises.

(C) ASC shall hire all employees necessary for the performance of this Agreement. ASC shall hire at its own expense a full time Onsite Manager to assist in the overall commissary service for the Client. ASC will provide four part time employees to assist in the distribution of commissary orders. All employees shall be subject to a background investigation as a condition of employment. It is understood and agreed that ASC is an independent contractor and not an employee of Client, its parent companies or any of its divisions or subsidiaries.

(D) All records shall be kept on file by ASC for a period of one (1) year from the date the record is made. ASC shall, upon reasonable notice, give the Client or its authorized representative the privilege of inspecting examining and auditing, during normal business hours, such of ASC's non-proprietary and non-confidential business records which are directly relevant to the financial arrangements set forth in Exhibit A.

(E) ASC agrees that ASC's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

3. CLIENT'S RESPONSIBILITIES

Client shall provide adequate security and officer escorts to all ASC personnel during the order delivery process and at any time there is contact between ASC personnel and inmates.

4. INSURANCE AND INDEMNIFICATION

(A) Mutual Indemnification: Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages or expenses arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party. Notwithstanding the foregoing, ASC shall not be required to indemnify Client for any claim, or action brought by an employee of ASC against Client. Notification of an event giving rise to an indemnification claim must be received by the indemnifying party within thirty (30) days subsequent to the date which such event was or should have been discovered.

(B) ASC Insurance: ASC shall obtain and maintain insurance for the following risks in amounts under such policies as appropriate: commercial general liability and worker's compensation. Certificates of Insurance for such coverage and naming the Client as an additional insured will be furnished upon thirty (30) days prior written notice.

(C) Client Insurance: Client shall obtain and maintain insurance for the Premises against risks

covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

5. FINANCIAL ARRANGEMENTS

This agreement shall encompass financial arrangements as outlined in Exhibit A.

6. COMMENCEMENT AND TERMINATION

This Agreement shall become effective as of the 1st day of October, 2014, and shall remain in effect until September 30, 2015. Either party shall be allowed to terminate this agreement by providing not less than 30 days prior written notice to the other. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective ten (10) days after the end of said thirty (30) day period. ASC reserves first right of refusal to match any financial offers proposed to the Client by alternate commissary service providers during the course of this Agreement.

7. CONSENT

Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

8. ASSIGNMENT

Neither ASC nor Client may assign or transfer this Agreement, or any part thereof, to any party other than an affiliated entity, without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

9. EXCUSED PERFORMANCE

In case performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and

extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

10. ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of ASC's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of ASC and Client. This Agreement supersedes all other Agreements between the parties for the provision of ASC's Services on the Premises.

11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be delivered via US Mail, first class postage prepaid by registered or certified mail or by overnight courier addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party.

To Client: Cherokee County
Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

To ASC: Derek Strickland
A & S Commissary Services, LLC
165 Andrew Drive, Suite 300
Stockbridge, GA 30281
(770) 603-8813

With a copy to: Trinity Services Group, Inc.
477 Commerce Boulevard
Oldsmar, FL 34677
(813) 854-4264

12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree to hold in confidence and not to disclose any Confidential

Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written above.

Cherokee County Adult Detention Center

By: _____

Name: _____

Title: _____

Date: _____

A&S Commissary Services, LLC

By:  _____

Name: David M. Miller

Title: Chief Operating Officer

Date: September 29, 2014

EXHIBIT A

FINANCIAL ARRANGEMENTS – COMMISSARY SERVICES

1. COMMISSARY SERVICES

ASC will operate its Commissary Services at the Premises for its own account on a profit or loss basis.

Commissary prices shall be determined by mutual consent between ASC and Client. However, in the event of material cost changes, whether taxes, labor, merchandise, equipment or otherwise, or in the event of an increase in the Consumer Price Index (CPI), it is agreed that ASC shall have the right to adjust said prices to reflect said increases during and throughout the term of this Agreement. All products shall remain the property of ASC, with title vested in ASC, until sold.

2. COMMISSION RETURN TO CLIENT

ASC shall pay a commission of Thirty Four (34%) percent for all Gross Sales made by ASC on the Premises. Gross sales are defined as total gross sales receipts less all applicable taxes, postage sales, and credits. Commission statements and checks shall be distributed to Client on a monthly basis as noted below. Hygiene kits, indigent kits and/or new book kits ordered by the Client from ASC shall be deducted from the monthly commission monies, if applicable.

3. INVESTMENT

ASC will invest in the computer equipment, software, and related materials as necessary to operate the commissary program for the Premises. Title to the equipment, software, and related materials shall be and remain in ASC's name during the term of this Agreement, and such equipment, software and related materials shall be removed from the Premises by ASC upon termination of this Agreement. ASC shall be responsible for the upgrade and repair of all of its equipment. Client shall be responsible for the provision of the office supplies needed to perform the inmate accounting functions.

4. ASC'S ACCOUNTING TO CLIENT FOR COMMISSARY SERVICES

ASC will bill Client weekly for the commissary sales, payment to be received by ASC within ten (10) business days from invoice. Commissions paid to Client shall be paid on a monthly basis and accompanied by a detailed sales statement for the Client's review.

5. VENDORS.

In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity.

END EXHIBIT A

EXHIBIT "A"

STATE OF Florida
COUNTY OF PINELLAS

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 sue 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 agrees that it will continue to use the federal work authorization program throughout the contract period and should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit B. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

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

573923
Federal Work Authorization User Identification Number
JULY 3, 2012
Date of Authorization
AIS COMMISSARY SERVICES LLC
Name of Contractor

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 the 29 day of September 2014 in Odessa (city), FL (state).

[Signature]
Signature of Authorized Officer or Agent

David M. Miller
Printed Name of Authorized Officer or Agent

Chief Operating Officer
Title of Authorized Officer or Agent

Subscribed and sworn before me on this 29 day of September, 2014.

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires





Cherokee County, Georgia Agenda Request

SUBJECT: Inmate Telephone Services Agreement Renewal MEETING DATE: 10/7/2014

SUBMITTED BY: Major Karen Johnson, CCSO Adult Detention Center

COMMISSION ACTION REQUESTED:

Authorize second renewal of Inmate Telephone Location Agreement to Consolidated Telecom, Inc. for County fiscal year 2015 (October 1, 2014 to September 30, 2015).

FACTS AND ISSUES:

This contract was competitively bid in 2012 and awarded by the Board of Commissioners on October 2, 2012. The initial contract term was October 1, 2012 through September 30, 2013 (CFY2013) and the first renewal was for the contract term October 1, 2013 through September 30, 2014 (CFY2014). This will be the second one-year renewal which will be effective October 1, 2014 to September 30, 2015. Other than the service period, all terms and conditions are the same as the previously executed Agreement.

Consolidated pays the County 68% commission of gross receipts from the use of the telephones and pays 33% commission of gross receipts from the use of video visitation by the inmates at the Adult Detention Center. Consolidated is responsible for all costs and provides all equipment for the inmate telephone services.

BUDGET:

Budgeted Amount:	\$	Account Name:
Amount Encumbered:	\$	Account #:
Amount Spent to Date:	\$	
Amount Requested:	\$	
Amended Budget:	\$	

Budget Adjustment Necessary: Yes* No *If yes, a Budget Amendment form MUST be attached.

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

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Authorize second renewal of Inmate Telephone Location Agreement to Consolidated Telecom, Inc. for County fiscal year 2015 (October 1, 2014 to September 30, 2015).

REVIEWED BY:

DEPARTMENT HEAD:

Karen Johnson

AGENCY DIRECTOR:

COUNTY MANAGER

Inmate Telephone Location Agreement

1. This Agreement is Cherokee County, Georgia, hereinafter referred to as "PARTICIPANT" and Consolidated Telecom, Inc., hereinafter referred to as "VENDOR". This Agreement establishes the right of the Vendor to place non-coin operated pay telephones, known as "Inmate Telephones" at the Cherokee County Adult Detention Center located at 498 Chattin Drive, Canton, Georgia (the "Facility").

2. In consideration of royalty payments to Participant of 68% of the gross monetary receipts of the Vendor from the inmate telephones placed at the Facility, Participant does hereby grant the Vendor the right to place and maintain inmate telephones at the Facility. The Vendor will have this right during the term of this Agreement. Vendor to pay Participant's VINE monthly payment during the entire contract. Vendor to install Video Visitation in facility and maintain them throughout the contract. Additionally, Participant to receive 33% of gross monetary receipts from Video Visitation calls during the course of this agreement. The initial term of this Agreement will be for a period of twelve (12) months, commencing on October 1, 2014 and ending on September 30, 2014.

3. Vendor agrees to (a) make available all features, services, and products submitted in any proposal that is signed by an officer or agent on Consolidated Telecom, Inc., or any subsidiary of Consolidated Telecom, Inc., (b) supply premises designated with an inmate telephone system at no cost to the Participant, (c) service the equipment and keep same in repair at its own expense during the term of this Agreement, (d) pay any and all line charges imposed by any local or long distance telephone company and any other costs associated with the inmate telephone system (no cost will be incurred by the Participant with regard to the inmate phone system), (e) pay a minimum guaranteed commission of \$18 per inmate per month (*this minimum guarantee is based on an average daily population, ADP, of the facility and the inmates must have reasonable access to the inmate telephones and must maintain calling patterns consistent with national averages*), (f) to provide free local phones and lines for any required free calls, excluding long distance calls which will be collect only, (g) to conduct a yearly or periodic needs assessment to determine if all needs for the facility are being provided for, as far as inmate telephone and related technology, (h) to provide for all of the necessary blockage of numbers, time limits, cut-off switches and other pertinent security features and reporting features that are available to technology and desired by the facility, (i) to provide for on-demand inmate call record retrieval either by fax, onsite computer terminal or web site supplied by Vendor at Vendor's cost, (j) maintain at all times, collect-call or person-to-person rates which clone the AT&T and Local Dominant exchange Carrier Rates for said calls, and (k) to conform to all standard telecom practices and guidelines set by the FCC, Public Utility Commission, and any other applicable state or federal laws.

4. Participant agrees (a) to provide adequate space for the inmate telephone system which is easily accessible to the inmates, and (b) not to allow the installation or use of any other inmate or non-coin operated public telephone system at the Facility.

5. Participant agrees to release to Vendor all rights and privileges in connection with the inmate telephone system management at the Facility, which shall include, but not be limited to, (a) the removal of the existing operation telephone company equipment and the installation of Vendor's equipment, (b) information about line charges and other long distance or operating companies currently responsible for service to the Facility, and (c) any other activities with regard to the complete management and operation of the inmate telephone system at the Facility.

6. In the event of a material breach of this Agreement, either party may cancel this Agreement with sixty (60) days prior written notice of termination to the other party. In the event Participant serves written notice of a material breach, Vendor shall have ten (10) calendar days to cure such breach, after which period, and in the event Vendor fails to cure the breach, Participant may terminate this Agreement immediately upon provision of written notice to Vendor. Participant may at its option, terminate this agreement, in its sole discretion, if Vendor fails to provide the services detailed in this Agreement or any written and signed proposals.

7. It is further agreed that (a) this Agreement shall be binding and shall inure to the benefit of the parties hereto, their successors and assigns, (b) this Agreement remains in effect during the entire contract between parties hereto and its terms may not be modified in any respect whatsoever unless in writing and signed by the parties hereto, (c) all equipment fixtures and supplies furnished by the Vendor shall remain the Vendor's property, and (d) Vendor shall have the right to assign its rights, obligations and interest under this Agreement to any other party approved by the Participant.

8. Vendor further agrees to indemnify and save harmless Participant and assigns against any and all liability, loss, damages, costs or expenses which Vendor may incur, suffer or be required to pay by reason of the performance, observance, or non-observance of any obligations or responsibilities of the Vendor by reason of the terms and conditions of this Agreement or the relationship of the parties.

9. It is the policy of Participant that unauthorized aliens shall not be employed to perform work on Participant contracts involving the physical performance of service. Therefore, the Participant shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Vendor shall provide evidence on Participant provided forms, attached hereto as Exhibits "A" and "B", that it and Vendor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the Participant contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the

Vendor's and Vendors subcontractors' verification process to determine that the verification was correct and complete. The Vendor and Vendors subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the Participant contract.

The County Manager of his/her designee shall further be authorized to conduct periodic inspections to ensure that neither Vendor nor Vendor's subcontractors employ unauthorized aliens on Participant contracts. By entering into a contract with the Participant, the Vendor and Vendor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where Vendor or Vendor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may order the Vendor to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security.

The Vendor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Vendor shall be liable for all damages and delays occasioned by the Participant thereby.

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.

Representative
(Cherokee County Board of Commissioners)

Vendor
(Consolidated Telecom, Inc.)

Authorized Signature



Authorized Signature

Name and Title
(Please Print)

Jerome Jacobs, vice president

Name and Title
(Please Print)

Date

8-28-2014

Date

Affix Corporate Seal

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 contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The Undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of service pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "1". Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

JJAC1202

EEV / Basic Pilot Program User Identification Number

James Jacobs Consolidated Telecom, Inc

BY: Authorized Officer or Agent Date
(Contractor Name)

vice-president

Title of Authorized Officer or Agent of Contractor

Jerome Jacobs, Consolidated Telecom, Inc

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

THIS 28 DAY OF August, 2014

Karina Melton

Notary Public
My Commission Expires: 7/7/18

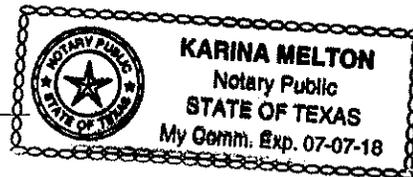


EXHIBIT "B"

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 in engaged in the physical performance or services under a contract with (name of contractor) on behalf of Cherokee County has registered with and is participating in a federal work authorization program, in accordance with applicability provisions and deadlines established in O.C.G.A. § 13-10-91

JJAC1202

EEV / Basic Pilot Program User Identification Number

Jerome Jacobs Consolidated Telecom, Inc

BY: Authorized Officer or Agent Date
(Subcontractor Name)

vice-president

Title of Authorized Officer or Agent of Contractor

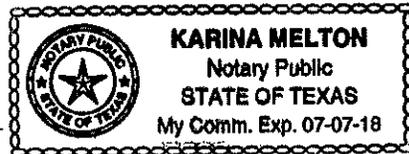
Jerome Jacobs

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

THIS 28 DAY OF August, 2014

Karina Melton
Notary Public
My Commission Expires: 7/9/18





Cherokee County, Georgia
Agenda Request

2.8

SUBJECT: Inmate Health Services Agreement Renewal

MEETING DATE: 10/7/2014

SUBMITTED BY: Major Karen Johnson, CCSO Adult Detention Center

COMMISSION ACTION REQUESTED:

Authorize first renewal of Inmate Health Services Agreement to Correct Health of Cherokee, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015) in the total amount of \$1,891,213 plus per diem if maximum inmate population exceeded.

FACTS AND ISSUES:

This contract was competitively bid in 2013 and awarded by the Board of Commissioners on September 17, 2013. The initial contract term was October 1, 2013 through September 30, 2014 (County FY2014). The Agreement contained a provision for two one-year renewals; this will be the first one-year renewal which will be effective October 1, 2014 to September 30, 2015. There are no price increases contained with this renewal; other than the service period, all terms and conditions are the same as the previously executed Agreement.

The total annual base compensation is \$1,891,213 (\$157,601 per month) for a maximum inmate population of 600 inmates and a per diem rate of \$2.30 per inmate over a 600 inmates. Through August 2014, the total per diem paid for FY2014 was \$11,500.

BUDGET:

Budgeted Amount:	\$2,044,945	Account Name:	GF SO ADC - Medical
Amount Encumbered:	\$	Account #:	13420000-521260
Amount Spent to Date:	\$		
Amount Requested:	\$1,891,213+per diem		
Amended Budget:	\$		

Budget Adjustment Necessary: Yes* No *If yes, a Budget Amendment form MUST be attached.

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

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Authorize first renewal of Inmate Health Services Agreement to Correct Health of Cherokee, LLC for County fiscal year 2015 (October 1, 2014 to September 30, 2015) in the total amount of \$1,891,213 plus per diem if maximum inmate population exceeded.

REVIEWED BY:

DEPARTMENT HEAD:

Karen Johnson

AGENCY DIRECTOR:

COUNTY MANAGER

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as "AGREEMENT") by and between the CHEROKEE COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as "COUNTY") and CORRECTHEALTH CHEROKEE, LLC (hereinafter referred to as "COMPANY"), is entered into as of the _____ day of _____, 2014 to be effective as set forth in Paragraph 6.1, below.

WITNESSETH:

WHEREAS, COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Cherokee County Adult Detention Center (hereinafter called "ADULT DETENTION CENTER") and,

WHEREAS, COUNTY desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the COUNTY, which receives funding as approved by the Cherokee County Board of Commissioners, desires to enter into this Agreement with COMPANY to promote this objective; and,

WHEREAS, COMPANY is in the business of providing correctional healthcare services under contract and desires to provide such services for the COUNTY under the express terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

- 1.1 General Engagement. COUNTY hereby contracts with COMPANY to provide healthcare services to inmates of the ADULT DETENTION CENTER. This care is to be delivered to individuals under the custody and control of the COUNTY at the ADULT DETENTION CENTER, and COMPANY enters into this Agreement according to the terms and provisions herein. COMPANY agrees to provide such services.

- 1.2 Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the COUNTY. COMPANY shall provide health care services for all persons committed to the custody of the COUNTY. COMPANY shall provide on a regular basis, all professional medical, mental health, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, emergency medical care, emergency ambulance services when medically necessary, medical records management,

pharmacy/prescription supply and services management, administrative support services, and other services, all as more specifically described herein.

- 1.3 Specialty Care Services. When non-emergency specialty care is required and cannot be rendered at the ADULT DETENTION CENTER, COMPANY shall make arrangements with the COUNTY for the transportation of the inmates in accordance with Section 1.8 of this Agreement.
- 1.4 On-Site Emergency Services. COMPANY shall provide, at its own cost, on-site emergency medical care, as medically necessary.
- 1.5 Injuries Incurred Prior to Incarceration; Pregnancy. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate's commitment into the custody of the COUNTY. Furthermore, COMPANY is not financially responsible for the cost of services outside the ADULT DETENTION CENTER for any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by COMPANY's intake medical personnel that the inmate has been medically stabilized, and accepted by COUNTY personnel into the custody of the COUNTY, COMPANY will, commencing at that point, then become responsible for the medical treatment for health care services, regardless of the nature of the illness or injury and whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the ADULT DETENTION CENTER. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the COUNTY ADULT DETENTION CENTER personnel, so that the inmate can reasonably be housed inside the ADULT DETENTION CENTER.

It is expressly understood that COMPANY shall not be responsible for medical costs associated with the medical care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the ADULT DETENTION CENTER prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.

- 1.6 Inmates outside the Facility. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of

the COUNTY. This does not include inmates who are under guard in jails or prisons outside of the COUNTY. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by county personnel and become injured will be the responsibility of COMPANY as long as they are returned to the facility to be treated by COMPANY personnel or are referred to the hospital by COMPANY personnel. These inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

- 1.7 Elective Medical Care. COMPANY is not responsible for providing elective medical care to inmates, unless expressly contracted for by the COUNTY. For purposes of the Agreement, "elective medical care" means medical care, which, if not provided, would not cause definite harm to the inmate's well being. COUNTY must review any referral of inmates for elective medical care prior to provision of such services.
- 1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services COMPANY is obligated to pay under this Agreement, the COUNTY will, upon prior request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, COMPANY shall arrange all emergency ambulance transportation of inmates.

ARTICLE II: PERSONNEL

- 2.1 Staffing. COMPANY shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the ADULT DETENTION CENTER, as identified on Exhibit A, which is attached hereto.
- 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by COMPANY to render services hereunder shall be licensed,

certified or registered, in their respective areas of expertise as required by applicable Georgia law.

- 2.3 COUNTY's Satisfaction with Health Care Personnel. If the Sheriff, Chief Deputy, or Division Commander of the ADULT DETENTION CENTER becomes dissatisfied with any health care personnel provided by COMPANY hereunder, or by any independent contractor, subcontractor or assignee, COMPANY, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff, Chief Deputy, or Division Commander of the ADULT DETENTION CENTER of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, Chief Deputy, or Division Commander of the ADULT DETENTION CENTER, COMPANY shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the COUNTY has expressed dissatisfaction. Should removal of an individual become necessary, COMPANY will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of COMPANY.
- 2.4 Use of COUNTY Personnel and Inmates in the Provision of Health Care Services. COUNTY personnel nor inmates shall be employed or otherwise engaged by either COMPANY or COUNTY in the direct rendering of any health care services.
- 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, COMPANY will engage certain health care professionals as independent contractors rather than as employees. COUNTY consents to such subcontracting or delegation. As the relationship between COMPANY and these health care professionals will be that of independent contractor, COMPANY will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. COMPANY will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, COMPANY shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractors of COMPANY under this Agreement, COMPANY shall provide COUNTY proof, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) aggregate.
- 2.6 Discrimination. During the performance of this Agreement, COMPANY, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, gender or national origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

ARTICLE III: REPORTS AND RECORDS

- 3.1 Medical Records. COMPANY shall cause and maintain complete and accurate medical records for each Inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical records shall be available at all times, to COUNTY, as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, COMPANY shall comply with Georgia law and COUNTY policy with regard to access by inmates and COUNTY personnel to medical records. No information contained in the medical records shall be released by COMPANY except as provided by policy, by a court order, or otherwise in accordance with the applicable law. COMPANY shall, at its own cost, provide all medical personnel necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the COUNTY. However, COUNTY shall provide COMPANY with reasonable ongoing access to all pertinent medical records even after the termination of this Agreement for the purposes of defending or investigating litigation.
- 3.2 Regular Reports by COMPANY to COUNTY. COMPANY shall provide to COUNTY, on a date and in a form mutually acceptable to COMPANY and COUNTY, reports relating to services rendered under this Agreement.
- 3.3 Inmate Information. Subject to the applicable Georgia law, in order to assist COMPANY in providing the best possible health care services to inmates, COUNTY will provide COMPANY with information pertaining to inmates that COMPANY and COUNTY mutually identify as reasonable and necessary for COMPANY to adequately perform its obligations hereunder.
- 3.4 COMPANY Records Available to COUNTY with Limitations on Disclosure. COMPANY shall make available to COUNTY, at COUNTY's request, records, documents and other papers relating to the direct delivery of health care

services to Inmates hereunder. COUNTY understands that written operating policies and procedures employed by COMPANY in the performance of its obligations hereunder are propriety in nature and will remain the property of COMPANY and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by COUNTY, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by COMPANY. Propriety information developed by COMPANY shall remain the property of COMPANY.

- 3.5 COUNTY Records Available to COMPANY with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, COUNTY will provide COMPANY at COMPANY's request, COUNTY's records relating to the provision of health care services to inmates as may be reasonably requested by COMPANY or as are pertinent to the investigation or defense of any claim related to COMPANY's conduct. Consistent with applicable law, COUNTY will make available to COMPANY such inmate medical records as are maintained by COUNTY, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent COUNTY has any control over those records) as COMPANY may reasonable request. Any such information provided by COUNTY to COMPANY that COUNTY considers confidential shall be kept confidential by COMPANY and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE IV: SECURITY

- 4.1 General. COMPANY and the COUNTY understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of COMPANY as well as for the security of inmates and ADULT DETENTION CENTER personnel, consistent with the correctional setting. ADULT DETENTION CENTER personnel will take all reasonable steps to provide sufficient security to enable COMPANY to safely and adequately provide the health care services described in this Agreement. It is expressly understood by the COUNTY and COMPANY that the provision of security and safety for the COMPANY personnel is a continuing precondition of COMPANY's obligation to provide its services in a routine, timely, and proper fashion. This provision, however shall not be considered to and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of company or any other person in anyway whatsoever.
- 4.2 Security During Transportation Off-Site. The COUNTY, by and through the Cherokee County Sheriff's Office, will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of

any inmate between the ADULT DETENTION CENTER and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.1 General. COUNTY agrees to provide COMPANY with reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line(s) in the medical area, and secured internet access (minimum speeds 3MB down/3MB up) with a static public IP address as required for high definition telehealth, for sole and exclusive use by the medical staff.

COUNTY will pay for the utilities (gas, electric, water, phone lines, long distance telephone service, secured internet access (minimum speeds 3MB down/3MB up) with a static public IP address as required for high definition telehealth, etc.). Further, COUNTY will provide necessary maintenance and housekeeping of the office space and facilities.

COMPANY will provide all medical and office supplies used in the healthcare delivery system administered at the ADULT DETENTION CENTER. This includes medical supplies, medical records, office supplies, and forms. Further, COMPANY will provide for equipment for the provision of telehealth and electronic medical records.

COMPANY will also provide for all non-capital medical equipment (i.e. less than \$500). COUNTY will be responsible for any capital medical equipment (i.e. more than \$500).

- 5.2 Delivery of Possession. COUNTY will provide to COMPANY beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies in place at the ADULT DETENTION CENTER's health care unit. At the termination of this or any subsequent Agreement, COMPANY will return to the COUNTY possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the ADULT DETENTION CENTER's health care unit prior to the commencement of services under this Agreement. Any such return will require written confirmation, executed by the Jail Administrator of the ADULT DETENTION CENTER, for proper acceptance. At the commencement of service by COMPANY an inventory of all supplies, medical and office equipment as described herein will be completed in writing by COUNTY personnel. This inventory will be reviewed and approved in writing by the authorized agent of the COUNTY as well as the COMPANY.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1 Initial Term. The initial term of this Agreement will be **October 1, 2014 through September 30, 2015**. This Agreement is renewable under like terms for an additional years, subject to negotiation of the service component and agreed-upon compensation adjustments, including CPI-W adjustment, unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term.
- 6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:
- a. Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - b. Termination by Cancellation. This Agreement may be canceled, without cause, by either party upon sixty (60) days prior written notice in accordance with Section 9.3 this Agreement.
- 6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the ADULT DETENTION CENTER, will be transferred from COMPANY to COUNTY.

ARTICLE VII: COMPENSATION

- 7.1 Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annualized base compensation of **\$1,891,213.00**. This will be due in monthly payments of **\$157,601.08**. This compensation level assumes a maximum inmate population of **600** inmates.

COMPANY will invoice COUNTY during the month prior to the month of service. COUNTY agrees to pay COMPANY within thirty (30) days of receipt of the invoice. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

- 7.2 Per Diem. COUNTY agrees to compensate COMPANY **\$2.30** per inmate per day with the daily inmate census exceeds **600**.

This per diem is intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population increases to more than 600 inmates. As such, if the census increases to **720** (20% increase) and is sustained, the parties agree to negotiate in good faith for additional staffing and

associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with COMPANY's Proposal and this Agreement.

- 7.3 Inmates From Other Jurisdictions. Medical care rendered within the ADULT DETENTION CENTER to inmates from jurisdictions outside the COUNTY, and housed in the ADULT DETENTION CENTER pursuant to written contracts between COUNTY and such other jurisdictions or the State of Georgia, or by statute, will be the responsibility of COMPANY but as limited by this Agreement. Medical care that cannot be rendered within the ADULT DETENTION CENTER will be arranged by COMPANY and the costs of such care subject to reimbursement by the other jurisdiction, the State of Georgia, or the COUNTY. This Section does not apply to sentenced felons awaiting transfer to State facilities or inmates housed in the ADULT DETENTION CENTER on ex parte orders. COMPANY shall directly bill other counties for onsite professional medical fees, supplies, tests and medications. COMPANY will forward other bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the ADULT DETENTION CENTER. A nominal standard fee schedule will be utilized and is available upon request. COUNTY agrees to assist COMPANY with these billing activities.
- 7.4 Catastrophic Limits. The COMPANY shall be responsible for payment of all costs and expenses associated with the provision of off-site health care services, up to a maximum of \$15,000 per inmate per contract year. COUNTY shall directly reimburse the off-site health care provider and COMPANY will reimburse the COUNTY, up to the \$15,000 per inmate per contact year maximum.
- 7.5 Compensation Escalator. CORRECTHEALTH will guarantee the pricing for the first year of the contract. Upon annual contract renewal between CORRECTHEALTH and the COUNTY, the compensation paid to CORRECTHEALTH and all proposal prices above, including base compensation and per diem rate, will be negotiated in good faith using the prevailing CPI-W, Southern Region, Medical Care Component.
- 7.6 Change in Standard of Care or Scope in Services. The price in Section 7.1, above reflects the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services or available workforce pool, any statute, rule or regulation is passed or any order issued or any statute or guideline adopted that results in material increase in costs, the increased costs related to such change of modification are not covered in this Agreement and will be negotiated with the COUNTY.

- 7.7 Late Payments. The COUNTY shall pay COMPANY interest on all undisputed payments hereunder that are not paid when due, as specified in Section 7.1, above. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The COUNTY shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce COUNTY's payment obligations hereunder.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

- 8.1 Insurance. At all times during this Agreement, COMPANY shall maintain professional liability insurance covering COMPANY for its work at COUNTY, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that coverage changes, COMPANY will notify COUNTY in writing. COMPANY will also notify COUNTY, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the COUNTY. COMPANY shall make available a Certificate of Insurance evidencing the above policy levels and shall name COUNTY as an additional insured.
- 8.2 Indemnification. COMPANY shall indemnify, defend and hold COUNTY harmless from and against any and all claims against COUNTY based on COMPANY's performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the COUNTY or its employee or agent preventing an inmate from receiving medical care ordered by COMPANY or its agent or in failing to promptly present an ill or injured inmate to COMPANY for treatment. COUNTY shall defend, and hold COMPANY harmless from and against any and all claims against COMPANY arising out of the performance by COUNTY, its employees, agents, officers, or contractors in connection with COUNTY's obligations hereunder or other conduct. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of company or any other person in any way whatsoever.
- 8.3 Employment of Unauthorized Aliens Prohibited. 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 COMPANY provides evidence on COUNTY-provided forms that COMPANY and its subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the COUNTY contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee

shall be authorized to conduct an inspection of COMPANY's verification process to determine that the verification was correct and complete. COMPANY shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the COUNTY contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that COMPANY does not employ unauthorized aliens on COUNTY contracts. By entering into a contract with the COUNTY, COMPANY agrees to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where COMPANY is found to have employed an unauthorized alien, the County Manager or his/her designee may order COMPANY to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. COMPANY's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and COMPANY shall be liable for all damages and delays occasioned by the COUNTY thereby.

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

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

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

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

COMPANY'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 COMPANY's affidavit attached as Exhibit "B."

- 8.4 Compliance with Laws Regulating Illegal Aliens. The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types

of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

COMPANY covenants and declares that it is enrolled in the Basic Employment Verification Pilot Program, and that it has verified the employment eligibility of all its employees utilizing such program. COMPANY shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the Basic Employment Verification Pilot Program. COMPANY shall provide documentation prior to commencing work under this Agreement, in a form acceptable to COUNTY, affirming COMPANY's compliance with this Section.

ARTICLE IX: MISCELLANEOUS

- 9.1 Independent Contractor Status. The parties acknowledge that COMPANY is an independent contractor engaged to provide health care to Inmates at the ADULT DETENTION CENTER under the direction of COMPANY management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer - employee relationship, or a joint venture relationship between the parties.
- 9.2 Court Appearance by COMPANY Employees. In the event COMPANY's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of COUNTY this shall be part of their service time pursuant to this agreement. COUNTY shall be responsible for reasonable costs of substitute personnel to fill positions, which would be vacant due to such court or trial appearance requirements.
- 9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to the other person at any other address as may be designated in writing by the parties:

(a) COUNTY:

(b) COMPANY:

CorrectHealth Cherokee, LLC
ATTN: Carlo A. Musso, M.D.
3384 Peachtree Road, NE, Suite 700
Atlanta, GA 30326

Notices shall be effective upon receipt regardless of the form used.

- 9.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 9.5 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.
- 9.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be constructed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 9.7 Other contracts and Third-Party Beneficiaries. The parties acknowledge that COMPANY is neither bound by nor aware of any other existing contracts to which COUNTY is a party and which relate to the providing of medical care to inmates at the ADULT DETENTION CENTER. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- 9.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.9 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonable require to effectuate the provisions and intentions of this Agreement.
- 9.10 Time of Essence. Time is and shall be of the essence of this Agreement.
- 9.11 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.12 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.13 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.14 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, except as specifically noted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month and year given below.

CHEROKEE COUNTY ("COUNTY")

By: _____
Title: _____
Print Name: _____
Date: _____

Witness: _____

CORRECTHEALTH CHEROKEE, LLC ("COMPANY")

By: Stacy M. Blackman
Title: Chief Legal Officer
Print Name: Stacy M. Blackman
Date: 8-20-14

Witness: _____

EXHIBIT A – STAFFING

Cherokee County Adult Detention Center Weekly Schedule (*)								
PROVIDER	FTE	Su	M	T	W	Th	F	Sa
Medical Director	0.20			4		4		
MLP	0.20		X		X		X	
NP Women's Health	0.05			X				
Health Services Administrator	1.00		X	X	X	X	X	
Administrative Assistant	1.00		X	X	X	X	X	
RN D House Supervisor	1.00		X	X	X	X	X	
RN E House Supervisor	1.00		X	X	X	X	X	
RN PA W/E Infirmary	0.30	X						X
LPN AP Intake	2.10	X	X	X	X	X	X	X
LPN PA Intake	2.10	X	X	X	X	X	X	X
LPN D Clinic	1.00		X	X	X	X	X	
LPN AP Infirmary	2.10	X	X	X	X	X	X	X
LPN PA Infirmary	2.10	X	X	X	X	X	X	X
LPN AP Pharmacy	2.10	X	X	X	X	X	X	X
HIT Staff	1.00		X	X	X	X	X	
Psychiatrist	0.13				X			
MH Professional	0.90		X	X	X	X	X	
Dentist	0.05					X		
TOTAL	18.33							

(*) Notwithstanding the above, in consideration for various IT initiatives, COMPANY and COUNTY agree to adjust staffing accordingly and commiserate with produced efficiencies, as mutually agreed upon.





Cherokee County, Georgia Agenda Request

SUBJECT: Lease Agreement of Use of Cherokee Charter Academy Gym MEETING DATE: 10/7/13

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of a Lease Agreement to use Cherokee Charter Academy Gym for CYB practices and games during the 2014-2017 seasons.

FACTS AND ISSUES:

Attached for your consideration is the lease agreement for use of the Cherokee Charter Academy gym during the 2014-2017 basketball seasons (October 2014 – April 2017). The cost of leasing the facility is entirely covered by the users fees associated with the program. The agreement is the same format as previously reviewed and approved by the county attorney and the county procurement office for use with Trinity Presbyterian Church.

In order to accommodate the large number of participants in this program, CRPA uses multiple CCSD elementary school gyms plus the Recreation Center as well as additional gyms such as Cherokee Charter and Trinity Presbyterian Church.

BUDGET:

Budgeted Amount: \$173,250	Account Name: CRPA ATHLETICS CYB
Amount Encumbered: \$0	Account #: 225-26130000-531100-ADCYB
Amount Spent to Date: \$0 (Note: Impacts FY15 budget year.)	
Amount Requested: \$8,325 (Estimated FY15 Costs)	
Remaining Budget: \$164,925 (Other gym rentals include CCSD and Trinity Presbyterian.)	

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:

Acceptance of a Lease Agreement to use Cherokee Charter Academy Gym for CYB practices and games during the 2014-2017 seasons.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: Bryan Reynolds

COUNTY MANAGER: _____

Procurement Summary

Date Submitted: 24-Sep-14
Submitted by: Kristi Thompson
PSA Number: N/A
Value of Contract: \$25,000 (3 year)
Period of Performance: 01-October-2014 to 01-Apr-2017
Supplier Name: Cherokee Charter Academy
General Description: Hourly Rental of Gym Space for Basketball Program
Source of Funds: Participation Fees associated with the Rec. Program

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: 1 / 1

Supplier Selection Based on:

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

Weight	Evaluation Criteria
	Price
	Service Plan / Delivery Timing
100%	Equipment Capabilities
	Quality Assurance Program
	Transition Plan

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

<input type="checkbox"/>	No <u>Cherokee County</u> Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
Practice	\$ 30.00	Cherokee Charter Academy	Canton, GA	
Games	\$ 30.00	Cherokee Charter Academy	Canton, GA	

Fair Price Determination:

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

Important Price Evaluation Notes: Pricing the same as that charged by County Schools for the Same Program.

\$25 - 35 / considered to be reasonable based on wear and tear, maintenance and heating cost during the winter.

Requested funding is three fiscal years (FY15, FY16 and FY17) at \$8,325 per year.

\$30 per hour for Games and Practices (with 2-hour minimum), plus \$15 per month for Administrative Fee

Why Other Than Low Bidder Selected:
(If Applicable)

*Notes:

This is one of two contracts that support the Rec. Basketball program. All the costs associated with the program are covered by participation fees. The two gyms being rented are based on the proximity to the participants; Trinity Presbyterian and Cherokee Charter Academy.

We are naming Landlord as "Additional Insured" to County insurance.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into as of the ____ day of October, 2014 (the "Effective Date"), between, **Cherokee Charter Academy** ("LANDLORD") and **Cherokee County, Georgia** ("TENANT").

WITNESSETH

LANDLORD is the owner of the Cherokee Charter Academy gymnasium facility located at 2126 Sixes Road, Canton, GA 30114 (the "Property").

1. **Lease of Property.** LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, the Property (including reasonable use of parking areas) for use by TENANT for Cherokee County youth basketball activities, including team practices and games, on the dates and times designated on Exhibit "A," attached hereto and incorporated herein by reference.

This Agreement is subject to the following conditions:

(A) LANDLORD'S Obligations.

- (i) LANDLORD shall furnish light, HVAC, and water by means of appliances installed for ordinary purposes. LANDLORD shall not be responsible or chargeable for interruptions, delays or failures in furnishing any such utilities due to causes beyond the control of LANDLORD.
- (ii) LANDLORD, at its sole expense, shall provide the services of one custodian on site while the Property is in use by TENANT, unless otherwise specified by the parties in writing.
- (iii) LANDLORD, except to the extent of gross negligence or intentional misconduct by LANDLORD or any of its officers, agents, employees, contractors, subcontractors, or volunteers, shall not be responsible for any damage, accident, or injury to TENANT, its property or its agents, servants, employees, sports participants, parents of participants or their children, guests, or their property from any cause whatsoever, nor for injury or damage to persons or their property while attending any function sponsored by TENANT either prior, during, or subsequent to the period for which use of the Property by TENANT has been authorized.

(B) TENANT'S Obligations.

- (i) TENANT shall obtain at its sole cost and expense any and all licenses or permits required by law.

- (ii) TENANT shall obtain and pay any and all necessary help other than one custodian provided by LANDLORD on days the Property is used by TENANT.
- (iii) TENANT shall accept the Property as it is at the time of occupancy. Removal or relocation of any appliance or equipment occasioned by TENANT'S use of the Property shall be made by TENANT at its expense, but no such removal or relocation shall be made without prior written approval by a representative of LANDLORD. Any appliance or equipment removed or relocated by TENANT shall be replaced or returned to its original location and in the same condition.
- (iv) TENANT shall remove from the Property, within twenty-four hours following the termination of each use of the Property by TENANT, all equipment, properties, scenery, etc. for which TENANT is responsible. Any such material remaining thereafter will be subject to storage charges.
- (v) TENANT shall ensure that no beverage other than water is allowed on the Property during TENANT'S use of the Property.
- (vi) Indemnification. TENANT shall indemnify and save harmless Landlord of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees) for any injury to persons or damage to or loss of property in or about the Property caused by the negligence, willful misconduct or breach of this Lease by TENANT, its agents, employees, invitees or guests, or arising from such party's use of the Leased Property.

(C) Property Use Regulations.

- (i) TENANT shall only use the Property as described in this Agreement and shall not use the Property between the hours of midnight and 6:00 AM.
- (ii) TENANT shall not use or store, nor permit to be used or stored in or on any part of the Property any substance or thing prohibited by law or by standard policies of fire insurance issued by companies operating in Georgia. Nor shall TENANT, without LANDLORD'S express written permission, store any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind on the Property.
- (iii) TENANT shall not bring onto the Property, keep, possess, or use thereon, or permit others to do so, any intoxicating beverage, controlled substance in violation of law, or gambling device.

- (iv) TENANT shall not permit smoking on the Property during TENANT'S use of the Property.
- (v) LANDLORD reserves the right, through its representatives or law enforcement officers, to eject any objectionable individual(s) from the Property.
- (vi) TENANT shall not use LANDLORD'S phones, internet or any other service regarding which LANDLORD could incur costs or charges. In the event that a phone or internet service is dedicated to TENANT on the Property, TENANT shall be responsible for the set-up and all expenses related to such service.
- (vii) TENANT shall not remove any equipment or furnishings from the Property.

2. **Term and Rental Amount.** This term of this Agreement shall be from the Effective Date until April 1, 2017. TENANT shall pay to CHEROKEE CHARTER ACADEMY rental in the amount of thirty dollars and zero cents (\$30.00) per hour of practice use, with a two hour minimum, and (\$30.00) per hour of game use, with a two hour minimum, of the Property by TENANT. CHEROKEE CHARTER ACADEMY shall provide to TENANT, by the fifteenth (15th) day of each month, an invoice for the prior month stating the number of hours of TENANT'S use of the Property during the prior month and the rental amount due including \$15.00 monthly administrative fee to CHEROKEE CHARTER ACADEMY for the prior month. TENANT shall make payment to CHEROKEE CHARTER ACADEMY on each invoice within twenty (20) days of TENANT'S receipt of each monthly invoice.

Since 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 September 30 each calendar year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to LANDLORD at least five (5) days prior to the end of the then current calendar year.

3. **Insurance.** During the performance of this Agreement, TENANT shall maintain and keep in force, at its own expense, insurance coverages and minimum limits as described in Exhibit "B," attached hereto and incorporated herein by reference.
4. **Termination.** Either party may terminate this Agreement for convenience upon providing at least thirty (30) days prior written notice of termination to the other party. Additionally, LANDLORD may terminate this Agreement immediately, subject to the Opportunity to Cure provisions contained in Paragraph 6 below, upon the breach by TENANT of any provision of this Agreement.

5. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.
6. **Opportunity to Cure.** If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a five (5) business day period to cure such failure. In the event that TENANT fails to cure the failure within such time period, this Agreement shall automatically terminate.
7. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located. Any legal action shall be in a court located in Cherokee County, Georgia.
8. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT:

Cherokee County
Cherokee County Recreation & Parks
7545 Main Street, Bld. 200
Woodstock, Georgia 30188

LANDLORD:

(Physical Address)
Cherokee Charter Academy
2126 Sixes Road
Canton, GA 30114

(Mailing Address)
Cherokee Charter Academy
2126 Sixes Road
Canton, GA 30114

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

9. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.
10. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.
11. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

LANDLORD: CHEROKEE CHARTER ACADEMY

Signed, sealed and delivered this
 ____ day of _____, 2014.

By: _____
 Name: _____
 Title: _____

 Unofficial Witness

[Affix Corporate Seal]

 Notary Public

My Commission Expires:
 [Notary Seal]

TENANT: CHEROKEE COUNTY, GEORGIA

Signed, sealed and delivered this
 ____ day of _____, 2014.

By: _____
 Name: _____
 Title: _____

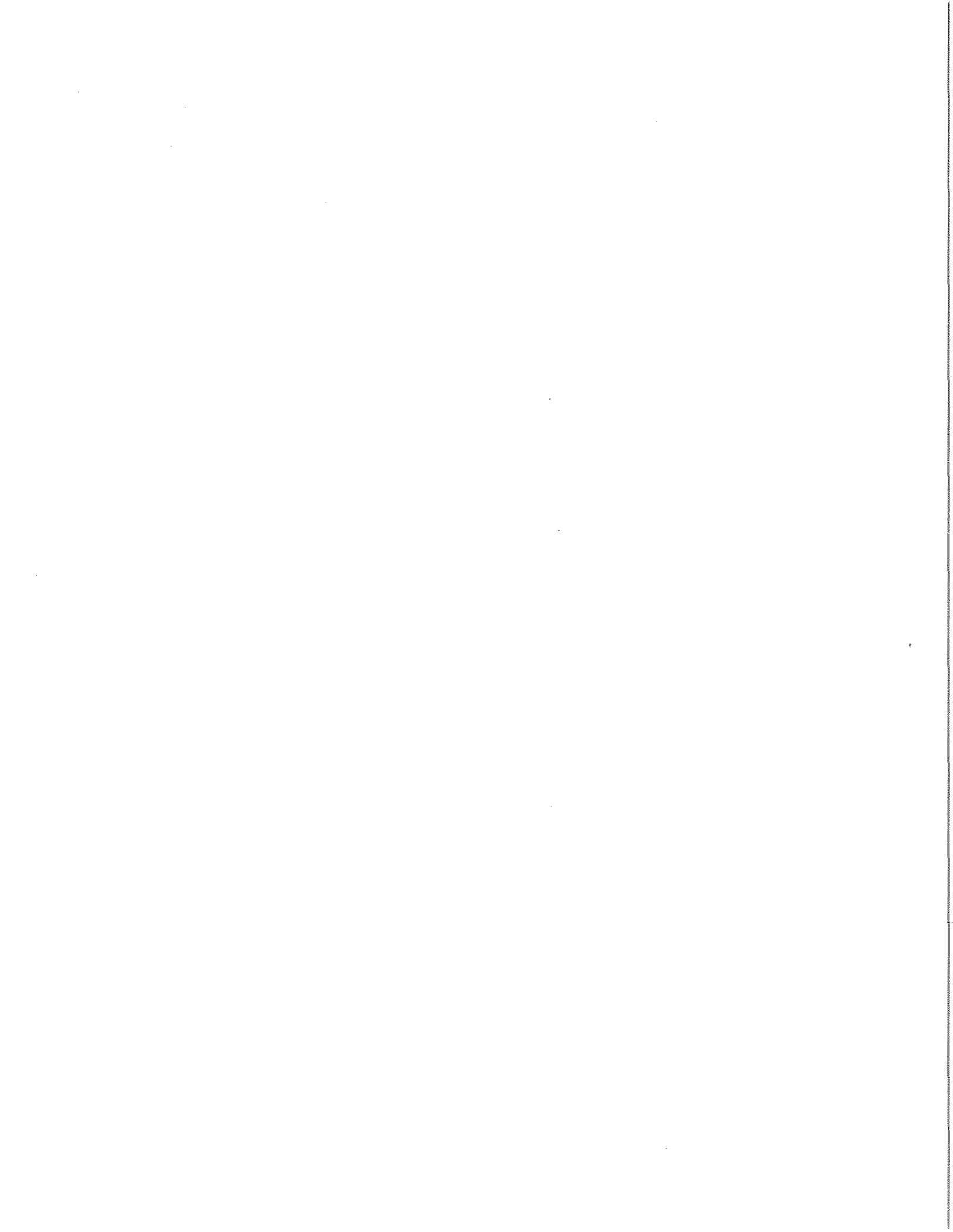
Unofficial Witness

[County Seal]

Notary Public

My Commission Expires:

[Notary Seal]





Cherokee County, Georgia Agenda Request

SUBJECT: Justice Center Renovations MEETING DATE: 10/07/2014

SUBMITTED BY: Matt Williams, Director of Property Management

COMMISSION ACTION REQUESTED:

Consider approval of Construction Services Agreements for Justice Center Renovations to Latimer Construction in the amount of \$18,408.00 and IDS Inc in the amount of \$6,035.00.

FACTS AND ISSUES:

The Cherokee County Justice Center requires some renovations to maximize the space available for use on the ground floor of the Courthouse. All work will be completed before October 31, 2014, and includes:

- Bollard construction and installation – IDS Inc, \$6,035.00 (second low bid)
- CMU Wall demolition – Latimer Construction, \$4,260.00 (low bid)
- Deeds/Records Wall Construction – Latimer Construction, \$3,780.00 (second low bid)
- Jury Assembly Room Expansion – Latimer Construction, \$10,368.00 (low bid)

Sixteen contractors were contacted by Property Management, with six submitting quotes for the four projects. On two of the projects, the bollard construction and the deed/records wall, the Contractor providing the lowest quote was unable to commit to the tight deadline; these projects were instead awarded to the second lowest quote. The attached Procurement Summaries breakout the quotes received for each project.

BUDGET:

Budgeted Amount:	\$350,000.00	Account Name: 2012 SPLOST - Courthouse Expansion
Amount Encumbered:	\$ 0.00	Account #: 32150000-541300-67700
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 24,443.00	
Remaining Budget:	\$325,557.00	

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:

Approve Construction Services Agreements for Justice Center Renovations to Latimer Construction in the amount of \$18,408.00 and IDS Inc in the amount of \$6,035.00.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Procurement Summary

Date Submitted: 29-Sep-14
Submitted by: Savannah Shadburn
PSA Number: N/A
Value of Contract: \$ 6,035.00
Period of Performance: Complete by October 31, 2014
Supplier Name: IDS Inc
General Description: Bollard Construction
Source of Funds: 2012 SPLOST - Courthouse Expansion

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: 6 | 3

Supplier Selection Based on:

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

* lowest willing to sign agreement

Weight	Evaluation Criteria
100%	Price
	Service Plan / Delivery Timing
	Equipment Capabilities
	Quality Assurance Program
	Transition Plan

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

<input type="checkbox"/>	No Cherokee County Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input checked="" type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
	\$ 4,680.00	ZEBRA Striping	Atlanta, GA	
	\$ 6,035.00	IDS Inc	Conyers, GA	
	\$ 7,830.00	Latimer Construction	Ball Ground, GA	

Fair Price Determination:

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

Important Price Evaluation Notes:

Why Other Than Low Bidder Selected: ZEBRA was not willing to sign County agreement for the work.
 (If Applicable)

*Notes:



Proposal

Date: August 11, 2014

To: Mr. Steven Tipton
Cherokee County Property Management
1130 Bluffs Parkway
Canton, GA 30114

Re: Cherokee County Justice Center - Bollards

We propose to supply all labor & materials necessary to complete the scope of work:

- Install six (6) bollards - two (2) are to be removable
- Core existing pavers and replace pavers necessary to complete job
- Clean up and haul off all construction debris

We propose hereby to furnish material & labor complete the work in accordance with above specifications, for the sum of:

Seven Thousand Eight Hundred Thirty Dollars & 00/100 \$ 7,830.00

Thank you for the opportunity to bid this project. Latimer Construction looks forward to working with you.

Submitted on this 11th day of August 2014.

Sincerely,

Toby Latimer

255 Depot Street Ball Ground, GA 30107 Phone 678-454-6000 Fax 678-454-6002

I Installation
D Design &
S Services, Inc.

Mechanical, Electrical, and Civil Contractors

July 30, 2014

QUOTE NUMBER: 8249-2

Steven Tipton
Cherokee County Justice Center
90 North Street
Canton, GA 30114
Dear Mr. Tipton:

We propose to furnish labor, material, tools and equipment to perform the following work:

SCOPE of work:

1. Remove CMU wall ~40x10x5, saw cut, demo and removal of debris

***** LUMP SUM AMOUNT \$4,767.00 (FOUR THOUSAND SEVEN HUNDRED SIXTY SEVEN Dollars) *****

2. Install (5) 6" bollards in concrete footers and saw cut existing pavers
3. Install (1) removable hollow bollard with cap, metal sleeve set in concrete footer
4. Remove existing brick paver pad near vestibule and replace with standard concrete pad

***** LUMP SUM AMOUNT \$6035.00 (SIX THOUSAND THIRTY FIVE Dollars) *****

PRICES GOOD FOR THIRTY (30) DAYS. QUOTED AS WEEKEND WORK (NON-STANDARD RATE)

This price is for (1) mobilization if work is performed at separate times please add 10%

If you have any questions regarding this bid or other projects, please feel free to contact us.

Sincerely,

2208 Old Covington Hwy., SW • P.O. box 296 • Conyers, Georgia 30012

(770) 483-1239

(800) 332-1239

FAX (770) 922-8329



8/26/14

Proposal #1984:

Submitted to: **Steven J. Tipton**
 Cherokee County Board of Commissioners
 Property Management Department
 Office – 678.493.6090
 Cell – 678.283.1108
 Fax – 678.493.6092
SJTipton@cherokeega.com

Work to be performed at:

90 North St.
 Canton, Ga.

Job Description:

ZEBRA will be responsible for all parking lot work at the above location according to the plans & specifications given by Mr. Steven Tipton.

Only the highest quality of materials will be used and represented by highly experienced professionals.

All traffic marking paint to be used is top quality D.O.T. approved and will be applied in a thick coat.

ALL PRICING IS GENERALLY BASED OFF OF ZEBRA's PUBLIC PRICE SHEET at www.atlantaparkinglots.com

6 holes cored into concrete pavers - 6" inch diameter holes - \$105 ea.	\$ 630.00
5 steel bollards (6" inches in diameter) delivered and installed.	
18" inch square holes will be saw cut into the existing surface below pavers and excavated at a depth of 2 1/2' feet.	
The bollards will be anchored with 18" cubic inches of concrete and filled with concrete before being primed and painted enamel safety yellow.	
The bollards will stand 4' feet above ground. \$ 450 ea.	\$ 2,250.00
(Concrete pavers will be replaced around bollards)	
1 removable bollard delivered and installed with sleeve	\$ 1,200.00
(Installed the same as description above)	
1 concrete area with pavers removed, formed, poured with concrete, and finished	\$ 600.00
(area measures 18" inches wide X 8' feet long X 4" inches deep)	

TOTAL FOR COMPLETED PROJECT..... \$ 4,680.00

Four Thousand Six Hundred Eighty Dollars.

X _____

Procurement Summary

Date Submitted: 29-Sep-14
Submitted by: Savannah Shadburn
PSA Number: N/A
Value of Contract: \$ 4,260.00
Period of Performance: Complete by October 31, 2014
Supplier Name: Latimer Construction
General Description: CMU Wall Demo
Source of Funds: 2012 SPLOST - Courthouse Expansion

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: 6 | 2

Supplier Selection Based on:

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

Weight	Evaluation Criteria
100%	Price
	Service Plan / Delivery Timing
	Equipment Capabilities
	Quality Assurance Program
	Transition Plan

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

<input type="checkbox"/>	No Cherokee County Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
	\$ 4,260.00	Latimer Construction	Ball Ground, GA	
	\$ 4,767.00	IDS Inc	Conyers, GA	

Fair Price Determination:

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

Important Price Evaluation Notes: _____

Why Other Than Low Bidder Selected: _____
 (If Applicable) _____

***Notes:** _____



Proposal

Date: August 11, 2014

To: Mr. Steven Tipton
Cherokee County Property Management
1130 Bluffs Parkway
Canton, GA 30114

Re: Cherokee County Justice Center - Demo CMU Wall

We propose to supply all labor & materials necessary to complete the scope of work:

- Demo CMU block wall
- Remove all block and debris from site
- Work to be performed in the evening or on week-end
- Clean up and haul off all construction debris

We propose hereby to furnish material & labor complete the work in accordance with above specifications, for the sum of:

Four Thousand Two Hundred Sixty Dollars & 00/100 \$ 4,260.00

Thank you for the opportunity to bid this project. Latimer Construction looks forward to working with you.

Submitted on this 11th day of August 2014.

Sincerely,
Toby Latimer

255 Depot Street Ball Ground, GA 30107 Phone 678-454-6000 Fax 678-454-6002

I Installation
D Design &
S Services, Inc.

Mechanical, Electrical, and Civil Contractors

July 30, 2014

QUOTE NUMBER: 8249-2

Steven Tipton
Cherokee County Justice Center
90 North Street
Canton, GA 30114

Dear Mr. Tipton:

We propose to furnish labor, material, tools and equipment to perform the following work:

SCOPE of work:

1. Remove CMU wall ~40x10x5, saw cut, demo and removal of debris

***** LUMP SUM AMOUNT \$4,767.00 (FOUR THOUSAND SEVEN HUNDRED SIXTY SEVEN Dollars) *****

2. Install (5) 6" bollards in concrete footers and saw cut existing pavers
3. Install (1) removable hollow bollard with cap, metal sleeve set in concrete footer
4. Remove existing brick paver pad near vestibule and replace with standard concrete pad

***** LUMP SUM AMOUNT \$6035.00 (SIX THOUSAND THIRTY FIVE Dollars) *****

PRICES GOOD FOR THIRTY (30) DAYS. QUOTED AS WEEKEND WORK (NON-STANDARD RATE)

This price is for (1) mobilization if work is performed at separate times please add 10%

If you have any questions regarding this bid or other projects, please feel free to contact us.

Sincerely,

2208 Old Covington Hwy., SW • P.O. box 296 • Conyers, Georgia 30012

(770) 483-1239

(800) 332-1239

FAX (770) 922-8329

Procurement Summary

Date Submitted: 29-Sep-14
Submitted by: Savannah Shadburn
PSA Number: N/A
Value of Contract: \$ 3,780.00
Period of Performance: Complete by October 31, 2014
Supplier Name: Latimer Construction
General Description: Deeds & Records Wall
Source of Funds: 2012 SPLOST - Courthouse Expansion

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: 5 | 4

Supplier Selection Based on:

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

* lowest to provide requested work

Weight	Evaluation Criteria
100%	Price
	Service Plan / Delivery Timing
	Equipment Capabilities
	Quality Assurance Program
	Transition Plan

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

<input type="checkbox"/>	No <i>Cherokee County</i> Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
	\$ 3,500.00	CSI	Canton, GA	
	\$ 3,780.00	Latimer Construction	Ball Ground, GA	
	\$ 4,870.00	Dexter Knight (AMC)	Atlanta, GA	
	\$ 4,485.00	Bruno	Waleska, GA	

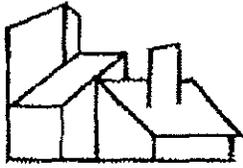
Fair Price Determination:

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

Important Price Evaluation Notes: _____

Why Other Than Low Bidder Selected: CSI is unable to accommodate this project in their schedule.
 (If Applicable) _____

***Notes:** _____



Proposal

G.W. BRUNO CONSTRUCTION L.L.C.
 P.O. Box 212
 Waleska, Georgia 30183
 770-345-8221

PROPOSAL SUBMITTED TO <i>Cherokee County</i>		PHONE <i>678/493-6093</i>	DATE <i>8/5/14</i>
STREET <i>1130 Bluffs Place</i>		JOB NAME <i>County Courthouse</i>	
CITY, STATE and ZIP CODE <i>Canton GA 30114</i>		JOB LOCATION <i>Canton GA</i>	
ARCHITECT	DATE OF PLANS	FAX <i>678-493-6092</i>	JOB PHONE

We hereby submit specifications and estimates for:

Records & Deeds

Erect 35' 1/4 of 9' wall - / METAL STUDS 1/8 DW/W/ POINT & BASE -

ALL TRASH REMOVED -

1 Wk. Warranty on Labor & Materials -

The Proposee hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Four thousand Four Hundred & Eighty FIVE dollars (\$ *4485.⁰⁰*)

Payment to be made as follows: *10% Deposit 1/2 @ Starts 1/2 @ Completion*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices and subject to the terms and conditions of the one year limit warranty. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: *[Signature]*

Note: This proposal may be withdrawn by us if not accepted within *14* days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event of collection, I agree to pay all costs of collection including reasonable attorney fees.

Date of Acceptance: _____ Signature: _____



Proposal

Date: August 11, 2014

To: **Mr. Steven Tipton**
Cherokee County Property Management
1130 Bluffs Parkway
Canton, GA 30114

Re: Cherokee County Justice Center – Records Room

We propose to supply all labor & materials necessary to complete the scope of work:

- Build new 9' wall – 34 feet long
- Install 5/8" sheetrock on both sides, finished ready for paint
- Paint new wall on both sides using one coat primer and one coat finish paint
- Clean up and haul off all construction debris

We propose hereby to furnish material & labor complete the work in accordance with above specifications, for the sum of:

Three Thousand Seven Hundred Eighty Dollars & 00/100 \$ 3,780.00

Thank you for the opportunity to bid this project. Latimer Construction looks forward to working with you.

Submitted on this 11th day of August 2014.

Sincerely,
Toby Latimer

255 Depot Street Ball Ground, GA 30107 Phone 678-454-6000 Fax 678-454-6002



WBE Certified

LETTER OF PROPOSAL

775 Great Southwest Parkway
Atlanta, Georgia 30336
404-886-8695
Dexter Knight
Senior Vice President
dknight824@bellsouth.net

CHEROKEE COUNTY
1130 BLUFFS PARKWAY
CANTON, GA 30114
ATTN: MR. STEVEN TIPTON

PROJECT LOCATION:
CHEROKEE COUNTY COURTHOUSE
RENOVATION WORK
DATE: AUGUST 6, 2014

We are pleased to provide pricing for the following work at the courthouse as described below.

SCOPE OF WORK

ITEM NO. 1

Install 34/LF of 9' tall ceiling high partition in the Deeds and Records area. Price complete: \$4,870.00

- 3-5/8" 25 gauge studs spaced 16" on center with 5/8" drywall each side to the acoustical ceiling.
• 1/4" spacer blocks will be used to attach to the suspension system.
• Price includes 4" rubber base and one primer and one finish coat of paint.
• Lay-out by owner.
• We include protection and clean-up when complete.
• Assume furniture moved by owner.
• If sound insulation required in the wall and 4' above the ceiling: ADD \$287.00

The material and labor required to complete the work as described above shall be accomplished for the sum of \$

Quotation is subject to acceptance within thirty (30) days.
General Contractor shall furnish all heat, hoisting, utilities and proper lighting for installation of materials.
Bond premium not included. Extras and back charges must be approved in writing before work is started.
Conditions of Contract/Sale are on page 3 of this proposal.

Accepted:
Date

Respectfully Submitted,
ATLANTIC MERIDIAN CONTRACTING CORPORATION

Dexter Knight

By

By Dexter Knight / Senior Vice President

Commercial Steel Interiors Inc

Acoustic,Framing,Drywall

Proposal: **Cherokee County Justice Center Deeds and Records**

Attn: **Steven**

Office 678-283-1108

Fax

The following proposal is based upon jobsite visit 8-20-2014

Drywall	\$03,500.00.00
Acoustic	\$0.00
Total	\$3,500.00

The Drywall price includes:

- 1) New wall 32'0" to existing ACT 9' 0"

The Acoustic price includes:

- 1) No ACT

The above proposal includes all material and labor to be performed in a timely manner. Normal working hours Monday to Friday 7:00 a.m. to 5:30 p.m. **Price is good for 60 Days from today's date.**

Standard exclusions: all wood backing, blocking, wood products, welding, repairs or damage caused by others, work on existing walls or ceilings unless noted otherwise.

Thank you for the opportunity to bid this project. If you have any questions please call

Sincerely,

Ron Bond
(770) 354-7111

3760 Sixes Road, Suite 126-183
Canton, GA 30114
Office (770) 720-8558 Fax (770) 720-0971

Procurement Summary

Date Submitted: 29-Sep-14
Submitted by: Savannah Shadburn
PSA Number: N/A
Value of Contract: \$ 10,368.00
Period of Performance: Complete by October 31, 2014
Supplier Name: Latimer Construction
General Description: Jury Assembly Room Expansion
Source of Funds: 2012 SPLOST - Courthouse Expansion

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: 5 / 3

Supplier Selection Based on:

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

* lowest to provide requested work

Weight	Evaluation Criteria
100%	Price
	Service Plan / Delivery Timing
	Equipment Capabilities
	Quality Assurance Program
	Transition Plan

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

<input type="checkbox"/>	No <i>Cherokee County</i> Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
	\$ 10,000.00	CSI	Canton, GA	
	\$ 10,368.00	Latimer Construction	Ball Ground, GA	
	\$ 12,877.00	Dexter Knight (AMC)	Atlanta, GA	

Fair Price Determination:

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

Important Price Evaluation Notes: _____

Why Other Than Low Bidder Selected: CSI quote does not include fire sprinkler relocation or painting. The cost for this additional work is estimated at \$1610.00.
 (If Applicable) _____

*Notes:
 CSI is unable to accommodate this project in their schedule.



Proposal

Date: August 11, 2014

To: **Mr. Steven Tipton**
Cherokee County Property Management
1130 Bluffs Parkway
Canton, GA 30114

Re: Cherokee County Justice Center - Jury Room Demo

We propose to supply all labor & materials necessary to complete the scope of work:

- Demo walls in Jury Assembly Room - approximately 30'
- Demo walls and door in Room G1
- Build two (2) soffits to tie ceilings together
- Relocate sprinkler heads as needed
- Price includes painting soffits and walls disturbed by demo
- Clean up and haul off all construction debris

We propose hereby to furnish material & labor complete the work in accordance with above specifications, for the sum of:

Ten Thousand Three Hundred Sixty Eight Dollars & 00/100 \$ 10,368.00

Thank you for the opportunity to bid this project. Latimer Construction looks forward to working with you.

Submitted on this 11th day of August 2014.

Sincerely,

Toby Latimer

255 Depot Street Ball Ground, GA 30107 Phone 678-454-6000 Fax 678-454-6002

LETTER OF PROPOSAL

Page 2

PROJECT: CHEROKEE COUNTY COURTHOUSE

SCOPE OF WORK

ITEM NO. 2

Jury Room Expansion. **Price Complete: \$12,877.00**

- Remove 30/LF, 16' tall of 2-hour fire rated partition.
- Remove 20/LF, 11' tall partition.
- Remove two (2) doors and frames and give to owner.
- Remove approximately 100/LF of crown mold. (Save if possible.)
- Remove approximately 160/SF of acoustical ceiling.
- Remove 10/LF of existing bulkhead.
- Raise two (2) existing sprinkler heads. No moving of feeder lines is included in this price.
- Cap off crown mold in one (1) location.
- Reinstall acoustical ceiling reusing existing tile. Tie into Jury Room existing ceiling. New suspension is included.
- Install a "flush header" between the existing ceilings where the 2-hour fire wall is removed.
- Protection and clean-up is included.
- Patch and painting of existing drywall is included at the demo areas. (Painting of whole wall areas is not included.)
- Alternate Price: If we construct header at 2-hour wall removal using the existing materials in place: **DEDUCT <\$902.00>**

NOTE: Existing partition will be supported to carry the load.

Commercial Steel Interiors Inc

Acoustic, Framing, Drywall

Proposal: Cherokee County Justice Center Jury Room Expansion

Attn: Steven

Office 678-283-1108

Fax

The following proposal is based upon jobsite visit 8-20-2014

Drywall	\$10,000.00
Acoustic	\$0.00
Total	\$10,000.00

The Drywall price includes:

- 1) Demo and repair walls in downstairs per visit

The Acoustic price includes:

- 1) Repair ACT from demo

The above proposal includes all material and labor to be performed in a timely manner. Normal working hours Monday to Friday 7:00 a.m. to 5:30 p.m. **Price is good for 60 Days from today's date.**

Standard exclusions: all wood backing, blocking, wood products, welding, repairs or damage caused by others, work on existing walls or ceilings unless noted otherwise.

Thank you for the opportunity to bid this project. If you have any questions please call

Sincerely,

Ron Bond
(770) 354-7111

3760 Sixes Road, Suite 126-183
Canton, GA 30114
Office (770) 720-8558 Fax (770) 720-0971

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

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (the "Agreement") is made and entered into this ____ day of October, 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 Installation Design & Services, Inc., ("Contractor"), collectively referred to as the "Parties".

W I T N E S S E T H:

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

WHEREAS, the County solicited quotes for construction of the Project; and

WHEREAS, the Contractor submitted a complete and timely quote and met all requirements such that the County awarded the work to the Contractor; and

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

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

WHEREAS, based upon Contractor's quote to Cherokee County Justice Center Renovations, the County has selected Contractor as the successful proposer, and

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

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

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

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

Section 1. Contract Documents

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

- A. This Agreement;
- B. Quote Documents from Contractor, attached hereto as Exhibit "A";
- C. Final Affidavit, attached hereto as Exhibit "B";
- D. Alien Employment affidavits attached hereto as Exhibits "C" and "D";
- E. Key Personnel, attached hereto as Exhibit "E";
- F. Cherokee County Code of Ethics;
- G. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Architect

- A. Project. The Project is defined generally as follows: Cherokee County Justice Center Renovations.

Section 3. The Work

The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to: constructing and installing bollards per plans and specifications determined between Contractor and Property Management.

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

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

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

progress of the Work.

Section 4. Contract Periods; Liquidated Damages

- A. Contract Periods/Contract Term. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written "Notice to Proceed" provided by the County (the "Commencement Date"), and the Parties intend that all Work shall be completed on or before October 31, 2014. Every effort will be made by Contractor to shorten this period. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term] absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.
- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One Hundred and 00/100 Dollars (\$100.00)** for each and every day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall

immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;
- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

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

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed Four Thousand, Six Hundred and Eighty Dollars (\$4,680), except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the Contractor's flat fee as outlined in Exhibit A.
- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by Property Management and the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.
- C. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders, as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered,

though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

Section 6. Change Orders

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- D. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section 5 above. Any such change orders materially altering the terms of this Agreement, or increasing the total amount to be paid under this Agreement in excess of \$25,000.00, must be approved by the resolution of the Cherokee County Board of Commissioners.

Section 7. Covenants of Contractor.

A. Ethics Code

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

B. Time is of the Essence

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

C. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures.

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

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

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

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other

party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

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

E. County's Reliance on the Work

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

F. Contractor's Reliance on Submissions by the County

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

G. Contractor's Representative

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

H. Assignment of Agreement

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

I. Responsibility of Contractor and Indemnification of County

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

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

J. Independent Contractor

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

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

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000

(two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (b) Comprehensive Automobile Liability policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
 - (d) Workers' Compensation policy with limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
 - (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (c) Builder's Risk Insurance. Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency."
- (d) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
 - (ii) Policies shall have concurrent starting and ending dates.

- (5) Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and County Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insureds and loss payees on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

L. Bonds

Bonds are not required for this project.

M. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

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

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

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to

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

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

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

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

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

N. Records, Reports and Audits

(1) Records:

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

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

O. Confidentiality

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

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

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel

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

R. Authority to Contract

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

S. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials.

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

T. Meetings

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

U. Nondiscrimination

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

Section 8. Covenants of the County

A. Right of Entry

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

Section 9. Warranty

A. Warranty

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

Section 10. Termination

- A. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. Further, at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.
- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project. The County

will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.

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

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The Contractor shall have no right to terminate this agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. Construction Administration

- A. Steven Tipton will service as contract administrator for the construction of the Project.
- B. The contract administrator's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

- C. THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF CONTRACT ADMINISTRATOR. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE COUNTY AND CONTRACT ADMINISTRATOR. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE COUNTY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF CONTRACT ADMINISTRATOR TO THE COUNTY.

Section 12. Miscellaneous

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
- (i) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the

extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.

F. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

G. Notices.

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

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

(2) Official Notices.

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

NOTICE TO THE COUNTY shall be sent to:

Cherokee County Board of Commissioners
Procurement and Risk Management Department
1130 Bluffs Pkwy
Canton, GA 30114

NOTICE TO CONTRACTOR shall be sent to:

Installation Design & Services, Inc
2208 Old Covington Hwy SW
Conyers, GA 30012

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

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

Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

- N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR: _____

By: _____

_____,
[NAME AND TITLE]

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY, GEORGIA

Jerry Cooper, County Manager

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

Exhibit "A"



Mechanical, Electrical, and Civil Contractors

July 30, 2014

QUOTE NUMBER: 8249-2

Steven Tipton
Cherokee County Justice Center
90 North Street
Canton, GA 30114
Dear Mr. Tipton:

We propose to furnish labor, material, tools and equipment to perform the following work:

SCOPE of work:

- ~~1. Remove GML wall ~40x10x5, saw cut, demo and removal of debris-----~~
~~*** LUMP SUM AMOUNT \$4,767.00 (FOUR THOUSAND SEVEN HUNDRED SIXTY SEVEN Dollars) ***---~~
2. Install (5) 6" bollards in concrete footers and saw cut existing pavers
 3. Install (1) removable hollow bollard with cap, metal sleeve set in concrete footer
 4. Remove existing brick paver pad near vestibule and replace with standard concrete pad
- *** LUMP SUM AMOUNT \$6035.00 (SIX THOUSAND THIRTY FIVE Dollars) ***

PRICES GOOD FOR THIRTY (30) DAYS. QUOTED AS WEEKEND WORK (NON-STANDARD RATE)
This price is for (1) mobilization if work is performed at separate times please add 10%

If you have any questions regarding this bid or other projects, please feel free to contact us.

Sincerely,

2208 Old Covington Hwy., SW • P.O. box 296 • Conyers, Georgia 30012

(770) 483-1239

(800) 332-1239

FAX (770) 922-8329

EXHIBIT "B"
FINAL AFFIDAVIT

TO CHEROKEE COUNTY, GEORGIA

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

Signature

Title

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

Notary Public

[NOTARY SEAL]

My Commission Expires

EXHIBIT "C"

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, __, 20__ in _____
(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "D"

STATE OF GEORGIA

COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

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

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (the "Agreement") is made and entered into this ____ day of October, 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 Latimer Construction, ("Contractor"), collectively referred to as the "Parties".

W I T N E S S E T H:

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

WHEREAS, the County solicited quotes for construction of the Project; and

WHEREAS, the Contractor submitted a complete and timely quote and met all requirements such that the County awarded the work to the Contractor; and

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

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

WHEREAS, based upon Contractor's quote to Cherokee County Justice Center Renovations, the County has selected Contractor as the successful proposer, and

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

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

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

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

Section 1. Contract Documents

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

- A. This Agreement;
- B. Quote Documents from Contractor, dated August 11, 2014, attached hereto as Exhibit "A";
- C. Final Affidavit, attached hereto as Exhibit "B";
- D. Alien Employment affidavits attached hereto as Exhibits "C" and "D";
- E. Key Personnel, attached hereto as Exhibit "E";
- F. Cherokee County Code of Ethics;
- G. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Architect

- A. Project. The Project is defined generally as follows: Cherokee County Justice Center Renovations.

Section 3. The Work

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

Jury Assembly Room

- 1. Demo Walls in Jury Assembly Room
- 2. Demo walls and door in Room G1
- 3. Build two soffits to tie ceilings together
- 4. Relocate sprinkler heads
- 5. Clean up and haul off all construction debris
- 6. Work to be completed in the time scheduled by Property Management

CMU Wall

- 1. Demo CMU block wall
- 2. Remove all block and debris from the site
- 3. Clean up and haul off all construction debris
- 4. Work to be completed in the time scheduled by Property Management

Deeds/Records Room

- 1. Build new 9' wall – 34 feet long
- 2. Install 5/8" sheetrock on both sides, finished ready for paint
- 3. Paint new wall on both sides using one coat primer and one coat finish paint
- 4. Clean up and haul off all construction debris
- 5. Work to be completed in the times scheduled by Property Management

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

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

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

Section 4. Contract Periods; Liquidated Damages

- A. Contract Periods/Contract Term. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written “Notice to Proceed” provided by the County (the “Commencement Date”), and the Parties intend that all Work shall be completed on or before October 31, 2014. Every effort will be made by Contractor to shorten this period. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [**unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County’s fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [**unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] absent the County’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.
- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is

not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One Hundred and 00/100 Dollars (\$100.00)** for each and every day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.

C. **Expediting Completion.** The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;
- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

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

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed Ten Thousand, Three Hundred and Sixty-Eight Dollars (\$10,368) for the Jury Assembly room and Four Thousand, Two Hundred and Sixty Dollars (\$4,260) for the CMU Wall and Three Thousand, Seven Hundred and Eighty Dollars (\$3,780) for the Deeds/Records Room, except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the Contractor's flat fee as outlined in Exhibit A.
- B. County agrees to pay the Contractor for the Work performed and costs incurred

by Contractor upon certification by Property Management and the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

- C. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders, as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

Section 6. Change Orders

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

- D. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section 5 above. Any such change orders materially altering the terms of this Agreement, or increasing the total amount to be paid under this Agreement in excess of \$25,000.00, must be approved by the resolution of the Cherokee County Board of Commissioners.

Section 7. Covenants of Contractor.

A. Ethics Code

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

B. Time is of the Essence

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

C. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures.

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

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

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

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

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

E. County's Reliance on the Work

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

relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

F. Contractor's Reliance on Submissions by the County

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

G. Contractor's Representative

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

H. Assignment of Agreement

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

I. Responsibility of Contractor and Indemnification of County

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

indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

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

J. Independent Contractor

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

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or

agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (b) Comprehensive Automobile Liability policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
 - (d) Workers' Compensation policy with limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

- (a) General Liability and Automobile Liability Coverage.
- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (c) Builder's Risk Insurance. Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be

endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency."

(d) All Coverages:

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

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

(5) Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.

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

(7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and County Parties as additional insureds.

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

- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insureds and loss payees on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

L. Bonds

Bonds are not required for this project.

M. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

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

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

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

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

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

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

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

N. Records, Reports and Audits

(1) Records:

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

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

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the County.

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

O. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to

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

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

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel

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

with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

R. Authority to Contract

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

S. Ownership of Work

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

T. Meetings

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

U. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §

12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 7(U) in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the County

A. Right of Entry

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

Section 9. Warranty

A. Warranty

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

Section 10. Termination

A. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in

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

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

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

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

- E. The Contractor shall have no right to terminate this agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. Construction Administration

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

Section 12. Miscellaneous

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
 - (i) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of

both Parties with appropriate authorization.

- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.
- F. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.
- G. Notices.

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

All communications relating to the day-to-day activities of the Work shall be exchanged between Steven Tipton for the County and Toby Latimer for the Contractor.

(2) Official Notices.

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

NOTICE TO THE COUNTY shall be sent to:

Cherokee County Board of Commissioners
Procurement and Risk Management Department
1130 Bluffs Pkwy
Canton, GA 30114

NOTICE TO CONTRACTOR shall be sent to:

Latimer Construction
Attn: Toby Latimer
255 Depot Street
Ball Ground, GA 30107

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

- H. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.
- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in

default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect this Agreement.
- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR: _____

By: _____

_____,
[NAME AND TITLE]

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY, GEORGIA

Jerry Cooper, County Manager

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:



Proposal

Date: August 11, 2014

To: **Mr. Steven Tipton**
Cherokee County Property Management
1130 Bluffs Parkway
Canton, GA 30114

Re: Cherokee County Justice Center - Demo CMU Wall

We propose to supply all labor & materials necessary to complete the scope of work:

- Demo CMU block wall
- Remove all block and debris from site
- Work to be performed in the evening or on week-end
- Clean up and haul off all construction debris

We propose hereby to furnish material & labor complete the work in accordance with above specifications, for the sum of:

Four Thousand Two Hundred Sixty Dollars & 00/100 \$ 4,260.00

Thank you for the opportunity to bid this project. Latimer Construction looks forward to working with you.

Submitted on this 11th day of August 2014.

Sincerely,
Toby Latimer

255 Depot Street Ball Ground, GA 30107 Phone 678-454-6000 Fax 678-454-6002



Proposal

Date: August 11, 2014

To: **Mr. Steven Tipton**
Cherokee County Property Management
1130 Bluffs Parkway
Canton, GA 30114

Re: Cherokee County Justice Center – Records Room

We propose to supply all labor & materials necessary to complete the scope of work:

- Build new 9' wall – 34 feet long
- Install 5/8" sheetrock on both sides, finished ready for paint
- Paint new wall on both sides using one coat primer and one coat finish paint
- Clean up and haul off all construction debris

We propose hereby to furnish material & labor complete the work in accordance with above specifications, for the sum of:

Three Thousand Seven Hundred Eighty Dollars & 00/100 \$ 3,780.00

Thank you for the opportunity to bid this project. Latimer Construction looks forward to working with you.

Submitted on this 11th day of August 2014.

Sincerely,
Toby Latimer

255 Depot Street Ball Ground, GA 30107 Phone 678-454-6000 Fax 678-454-6002



Proposal

Date: August 11, 2014

To: **Mr. Steven Tipton**
Cherokee County Property Management
1130 Bluffs Parkway
Canton, GA 30114

Re: Cherokee County Justice Center - Jury Room Demo

We propose to supply all labor & materials necessary to complete the scope of work:

- Demo walls in Jury Assembly Room - approximately 30'
- Demo walls and door in Room G1
- Build two (2) soffits to tie ceilings together
- Relocate sprinkler heads as needed
- Price includes painting soffits and walls disturbed by demo
- Clean up and haul off all construction debris

We propose hereby to furnish material & labor complete the work in accordance with above specifications, for the sum of:

Ten Thousand Three Hundred Sixty Eight Dollars & 00/100 \$ 10,368.00

Thank you for the opportunity to bid this project. Latimer Construction looks forward to working with you.

Submitted on this 11th day of August 2014.

Sincerely,

Toby Latimer

255 Depot Street Ball Ground, GA 30107 Phone 678-454-6000 Fax 678-454-6002

EXHIBIT "B"

FINAL AFFIDAVIT

TO CHEROKEE COUNTY, GEORGIA

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

Signature

Title

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

Notary Public

[NOTARY SEAL]

My Commission Expires

EXHIBIT "C"

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

Latimer Construction
Name of Contractor

Justice Center Renovations
Name of Project

Name of Public Employer

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

Executed on _____, ____, 20__ in _____
(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "D"

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:



Cherokee County, Georgia Agenda Request

SUBJECT: Reallocation of CDBG Grant Funds

MEETING DATE: 10/7/2014

SUBMITTED BY: Marianne Pieper, CDBG Coordinator

COMMISSION ACTION REQUESTED:

Consider the approval of changes in the activities covered under the CDBG 2010, 2011, 2013 and 2014 Annual Action Plans.

FACTS AND ISSUES:

HUD requires that grant funds received for CDBG be spent in a timely manner with no more than 1.5 times the current year's grant remaining in its letter of credit 60 days prior to the end of its grant year. Some projects from PY's 2010, 2011, 2013 and 2014 have been unable to move forward for various reasons. In order to meet HUD's timeliness requirement, it is proposed that projects that are not ready or will not meet eligibility requirements be reallocated to "shovel ready" projects (a list of these projects are attached).

A public notice and public hearing were held. No comments in opposition to these projects were received.

BUDGET:

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

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

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

ADMINISTRATIVE RECOMMENDATION:

Approval for Reallocation of CDBG funds.

REVIEWED BY:

DEPARTMENT HEAD:

Marianne Pieper

AGENCY DIRECTOR:

Alyana J. Sreemuth

COUNTY MANAGER:

[Signature]

CDBG - PROJECT CHANGES

PY	Reallocate from:	Funding	Project	Reason
2010	City of Holly Springs	110,178	Palm Street Resurface Project	Not Eligible
2010	Undesignated	7,136.74	Projects came in under award	Excess
2011	North Georgia Angel House	36,925.00	Renovations	Wants to Use to Expand Facility
2013	City of Ball Ground	15,960.00	Over funded Water Line Project	Over Funded
2013	City of Ball Ground	9,325.00	Over funded Curb & Gutter Project	Over Funded
2013	Cherokee County	312,000.00	Downtown Parking	Not Shovel Ready
2014	City of Canton	84,856.26	Water Line Replacement Project	Decreased award
		<u>576,381.00</u>		

	Reallocate to:	Funding	Project
2014	CASA	102,406.00	Pay out pre-award
2014	Cherokee Day Training Center	219,000.00	2 Tornado Shelters
2014	North Georgia Angel House	55,000.00	Acquisition for Transitional Housing
2014	Bethesda Community Clinic	174,975.00	Acquisition of 2 office suites
2014	Habitat	25,000.00	Acquisition of 2 lots for Affordable Housing
		<u>576,381.00</u>	



Agenda Request

2.12

SUBJECT: Senior Meals Provider Agreement
with Project Open Hand

MEETING DATE: 10/07/2014

SUBMITTED BY: Dale Jordan

COMMISSION ACTION REQUESTED:

Requesting authorization enter into a three year Agreement in the amount of \$185,489.73 per year with Project Open Hand of Atlanta, GA.

FACTS AND ISSUES:

Three proposals were received to an advertised solicitation for the preparation and delivery of meals to the Senior Center in support of its ARC Grant funded meals program. Each proposal was evaluated according to the award criteria contained in the RFP and the best overall score was also the lowest bidder. The three year value of this Agreement at the current pricing and usage levels would be \$556,469, however usage may vary over the term and pricing is subject to redetermination based on CPI index for "Food" according to the schedule that corresponds with the Grant renewal schedule.

Last year's pricing was \$4,332 reduction over last year's pricing with Bateman, the previous provider.

BUDGET: FY 2015

Budgeted Amount: \$187,000

Account Name: FUND 221 SENIOR CENTER FOOD

Amount Encumbered:

Account #: 25521000-531300

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:

Requesting authorization enter into a three year Agreement in the amount of \$185,489.73 per year with Project Open Hand of Atlanta, GA.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Procurement Summary

Date Submitted: 2-Oct-14
Submitted by: Dale Jordan
PSA Number: 2014-72
Value of Contract: \$556,469
Period of Performance: 3 Years Agreement with two 1 Year Options
Supplier Name: Open Hand
General Description: Sr. Center Meals Program
Source of Funds:

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement:

Yes	<input checked="" type="checkbox"/>
-----	-------------------------------------

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

Number of Bidders Contacted / Number of Bids Received:

WEB	3
-----	---

Supplier Selection Based on:

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

Weight	Evaluation Criteria
50%	Price
20%	SOW QUESTIONNAIRE REPOSSES
10%	SERVICE PLAN
10%	MEAL QUALITY
10%	MANAGEMENT QUALS

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

<input checked="" type="checkbox"/>	No <u>Cherokee County</u> Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Year 1 Price*	Bidder	Location
100.00	\$ 185,489.73	OPEN HAND	Atlanta, GA
92.76	\$ 186,395.05	SENIOR CONN	Dacula, GA
90.76	\$ 186,392.33	BATEMAN	Trion, GA

Fair Price Determination:

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

Important Price Evaluation Notes: The pricing was evaluated using the previous 12 months quantiles of meals by type. The three year value may be somewhat higher or lower depending on the index adjustments.

Why Other Than Low Bidder Selected: Not applicable.
(If Applicable)

*Notes:

The contract is to run for three years, has escalation periods that correspond to the Grant bidding and renewal cycle and allows the County to have two one year options to renew after the initial contract period has transpired.

Sr Meals Price Review 2014-72_Procurement Summary-Proposal Opening Tab

PROSPECTIVE SUPPLIER:		OPEN HAND		SENIOR CONN		BATEMAN		Average Score	Notes:
Possible Points	Evaluation Categories	Net Score	% of AV	Net Score	% of AV	Net Score	% of AV		
20	SOW QUESTIONNAIRE REPOSSES	20.00	107%	18.00	96%	18.00	96%	18.67	Both Bateman Senior Meals and Senior Connections complied with criteria. Open Hand not only complied but "exceeded" criteria in their responses.
10	SERVICE PLAN	10.00	115%	8.00	92%	8.00	92%	8.67	Open Hand presented their service plan more clearly than Bateman and Senior Connections. They also provide a method of delivery that enables us to be compliant with holding temperatures for Congregate Meals.
10	MEAL QUALITY	10.00	120%	8.00	96%	7.00	84%	8.33	Combining criteria of Nutritional information, recent health inspections and on site food tastings, Open Hand clearly provided the best proposal.
10	MANAGEMENT QUALS	10.00	111%	9.00	100%	8.00	89%	9.00	While all three vendors met criteria of experience and certified personnel, Open Hand provided the most comprehensive team of nutritionists, Chefs, Customer Service Reps and Administrative personnel.
50	PRICING	50.00	100%	49.76	100%	49.76	100%	49.84	Open Hand proposed meals at the lowest price but, the highest investment in food cost of all three vendors. This along with the actual taste test, convinced us that they are their organization is the true leader of all the three proposals.
Total Score		100.00	106%	92.76	98%	90.76	96%	94.50	
Other Notes:		<p>Open Hand provided the most comprehensive RFP package with highly organized tabs and Table of Contents which enabled us to quickly reference and review their proposal. Their capital investment in new kitchen facilities as well as administrative space, insures their ability to grow and expand to meet the needs of existing and new clients. Their attention to nutritional detail, helped them exceed our requirements listed in Scope of Work.</p>		<p>During the tour of Senior Connections facility we were impressed with the versatility of the staff producing various meal products simultaneously. However, the cleanliness of the kitchen area was of concern. Cooler door gaskets and cleanliness of the facility as a whole didn't reflect a high level of maintenance.</p>		<p>While Bateman Senior Meals has been our provider for many years, we have noticed several issues that cause us concern: Facility conditions Unacceptable inspection Staffing turnover 1 point removed for the above concerns from Management Quals</p>		<p>EVALUATION METHOD: Proposals were reviewed by a three member team that jointly evaluated the proposals and determined scoring based on discussion and consensus. The pricing was scored by having the lowest total priced supplier the total expected costs receiving 50 points. All other bids were scored by determining the difference from the lowest bid and proportionally scoring.</p>	

RFP 2014-72: SENIOR MEALS PROVIDER
PRICING ANALYSIS

ITEM	BATEMAN	OPEN HAND	SR CONN
PICNIC SHELF STABLE	1.10	1.80	1.55
RAW FOOD			
Milk	0.26	0.22	0.85
Food Content	1.36	2.02	1.90
LABOR	0.35	0.36	0.54
FOOD DELIVERY	0.31	0.37	0.50
DISPOSABLES	0.24	0.15	0.35
EQUIPMENT	0.19	0.18	0.04
UTILITIES	0.07	0.13	0.13
OTHER/DIRECT	0.52	-	-
ADMINISTRATIVE	0.23	3.11	3.52
MODIFIED MEALS	1.15	1.97	1.55
RAW FOOD			
Milk	0.26	0.22	0.35
Food Content	1.41	2.19	1.90
LABOR	0.49	0.60	0.54
FOOD DELIVERY	0.31	0.37	0.50
DISPOSABLES	0.27	0.22	0.35
EQUIPMENT	0.18	0.20	0.04
UTILITIES	0.07	0.13	0.13
OTHER/DIRECT	0.52	-	-
ADMINISTRATIVE	0.23	3.71	3.52
HOME DELIVERED	1.10	1.91	1.55
RAW FOOD			
Milk	0.26	0.22	0.35
Food Content	1.36	2.13	1.90
LABOR	0.49	0.60	0.54
FOOD DELIVERY	0.31	0.37	0.50
DISPOSABLES	0.25	0.22	0.35
EQUIPMENT	0.19	0.20	0.04
UTILITIES	0.07	0.13	0.13
OTHER/DIRECT	0.52	-	-
ADMINISTRATIVE	0.23	3.65	3.52
CONGREGATE	1.10	1.91	1.55
RAW FOOD			
Milk	0.26	0.22	0.35
Food Content	1.36	2.13	1.90
LABOR	0.36	0.55	0.50
FOOD DELIVERY	0.31	0.37	0.30
DISPOSABLES	0.17	0.22	0.35
EQUIPMENT	0.19	0.18	0.04
UTILITIES	0.07	0.13	0.13
OTHER/DIRECT	0.52	-	-
ADMINISTRATIVE	0.23	3.58	3.28

ITEM	BATEMAN	OPEN HAND	SR CONN
ANNUAL TOTAL	20,260	27,750	20,260
FROZEN	16,980	16,980	16,980
HOMEBOUND	7,059	7,059	7,059
SHELF STABLE	3,401	3,401	3,401
CONGREGATE	1,171	1,171	1,171
PICNIC	3,197	3,197	3,197
THERAPEUTIC	52,068	52,068	52,068
Totals:			
Year 1	\$3,761	\$75,775	\$3,761
Year 2	\$3,421	\$69,071	\$3,421
Year 3	\$3,271	\$62,367	\$3,271
Total Contract	\$10,453	\$207,113	\$10,453
Option 1	\$3,197	\$64,181	\$3,197
Option 2	\$3,271	\$65,181	\$3,271
Option 3	\$3,985	\$77,751	\$3,985
Total With Options	\$10,453	\$207,113	\$10,453

Higher than Low Bid (\$%)
Higher than Low Bid (%)
Weighted Average \$/meal:

\$902.60	\$0.00	\$905.32
0.49%		0.49%
\$3,580	\$3,552	\$3,580
49.757	50.000	49.756

BATEMAN CURRENT PRICING

FROZEN	3.83
HOMEBOUND	3.48
SHELF STABLE	3.79
CONGREGATE	2.27
PICNIC	3.34
THERAPEUTIC	3.55

189,822 TOTAL PREV 12 MONTH SPEND
3,429 ANNUAL SAVINGS FROM CURRENT PRICING
0.07 AVERAGE PER MEAL PRICE CUT FROM CURRENT PRICING

3,429 ANNUAL SAVINGS IF AWARDED TO BATEMAN	\$185,490
3,429 ANNUAL SAVINGS IF AWARDED TO OPEN HAND	\$185,490
3,429 ANNUAL SAVINGS IF AWARDED TO SR CONN	\$185,490

Remaining Term	BATEMAN	OPEN HAND	SR CONN
Year 2	\$185,490	\$185,490	\$185,490
Year 3	\$185,490	\$185,490	\$185,490
Total Contract	\$370,980	\$370,980	\$370,980
Option 1	\$185,490	\$185,490	\$185,490
Option 2	\$185,490	\$185,490	\$185,490
Option 3	\$370,980	\$370,980	\$370,980
Total With Options	\$741,960	\$741,960	\$741,960

CATEGORIES

FROZEN	\$	3.76	\$	3.65	\$	3.62
HOMEBOUND	\$	3.42	\$	3.55	\$	3.52
PICNIC	\$	3.28	\$	3.11	\$	3.22
SHELF STABLE	\$	3.72	\$	3.11	\$	3.79
THERAPEUTIC	\$	3.48	\$	3.71	\$	3.52
EMERGENCY SS	\$	3.72	\$		\$	

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 October, 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 Project Open Hand/Atlanta, Inc, a non-profit organization with a principal place of business at 181 Armour Dr NW, Atlanta, GA 30324, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Providing Meals for Senior Services Programs; 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

Provide meals, to include picnic/shelf stable items, modified meals, home delivered meals and congregate meals, for senior citizens as directed by Cherokee County Senior Services.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of the Specifications and Statement of Work as outlined in RFP# 2014-72 (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 November 30, 2015, at which time the contract shall, unless cancelled in accordance with the Termination provisions herein, automatically renew on October 01 thereafter for an additional twelve month period until November 30, 2017. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term] absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

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

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

B. The total amount paid under this Agreement as compensation for Work performed is estimated at \$185,489.73 annually based on previous expenses for this service. No minimum value has been established and the actual value of the Agreement will be determined by the items and quantities ordered by Senior Services. The compensation for Work performed shall be based upon the pricing provided in the Consultant's proposal, attached for reference as Exhibit E, which is fixed for the initial twelve month period, subject to Exhibit F, Pricing Adjustments. The County shall have the option of extending this Agreement for two one year periods after the initial three years have transpired.

C. Reimbursement will not be used in this agreement.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Susan Anderson, Senior Director of Operations, 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 alicns 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 Senior Services facility, in order for Consultant to complete the Work.

B. County's Representative

Nathan Brandon, Director of Senior Services, or his designee, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

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

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

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

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

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any

action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Nathan Brandon for the County and Susan Anderson 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:

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

NOTICE TO THE CONSULTANT shall be sent to:

Attn: Susan Anderson
Project Open Hand/Atlanta, Inc
181 Armour Dr NW

Atlanta, GA 30324

Future changes in address shall be effective only upon written notice being given by the County to Consultant or by Consultant to Director of Procurement 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:

[Signature]
By: Susan M. Anderson
Its: Senior Director of Operations

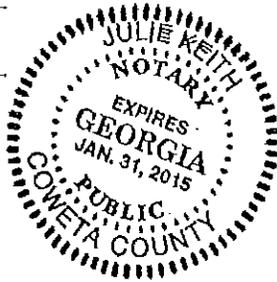
[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness
[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires:
1-31-15



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:

58-1816778 E-Verify ID 393571

Federal Work Authorization User Identification
Number

02/17/11
Date of Authorization

Open Hand Atlanta
Name of Contractor

Senior Meals
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 Sept. 19, 2014 in Atlanta (city),
GA (state).

Matthew Pieper
Signature of Authorized Officer or Agent

Matthew Pieper
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 19th DAY OF

September, 2014.
Julie Keith

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

1-31-2015



[X] The use of a Subcontractor is not permitted 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

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"

This section is left blank intentionally.

EXHIBIT D

CONSULTANT STATEMENT OF WORK

Open Hand shall prepare and deliver to Cherokee County Senior Center meals in support of the County's Senior Meals program as further defined below. In the performance of these duties and obligations, all meals shall be prepared in accordance with and meet all requirements as defined in Request for Proposals number 2014-72, Senior Meals Provider and as proposed by the Consultant in response thereto. Actual quantities of all meals to be delivered shall be those ordered each week by the County and those in this Statement of Work are representative of current ordering levels.

CONGREGATE MEALS

Open Hand shall prepare and deliver to Cherokee County Senior Center frozen congregate meals in quantities ordered by Cherokee County Senior Center at an expected rate of 14 to 18 meals per day 20 days per month. Open Hand is able to offer the County two high quality menu choice options each day for congregate meals. Congregate meals will be delivered frozen via a refrigerated delivery truck, which enables all food items to be delivered at or below 40°F for this contract. Congregate meals are packaged in 4-inch hotel aluminum pans – suitable for use in steam tables - sealed with aluminum lids.

HOME-DELIVERED MEALS

Open Hand shall prepare and deliver via a refrigerated delivery truck, to Cherokee County designated distribution points frozen home-delivered meals in quantities ordered by Cherokee County Senior Center packaged in individually sealed microwave oven-safe containers with compartments. This method of meal provision allows for increased food safety, due to maintenance of safe temperatures throughout the delivery process both to the congregate and adult day sites and to seniors' homes. Open Hand is able to offer the County two high quality menu choice options each day for home delivered meals. Weekend meals will be delivered with the Friday meal in a frozen state for reheating by the client. Current ordering levels reflect about 100 orders with the mix of 60 (2 Packs), 25 (7 Packs) and 20 (5 Packs). Shelf-Stable Meals, estimated at 12 per week, with a mix of 10 (2 Packs) and 2 (7 Packs), which can be kept at room temperature and do not require heating to eat, thus enabling emergency and weekend use. These rates will vary by week and month and subject to special events.

SPECIAL EVENTS

Typically around the Thanksgiving timeframe and also in the event of forecasted inclement weather the requirements may be subject to significant change. Typically in the Thanksgiving timeframe there will be orders for 250 (7 Pack) frozen meal orders and 250 (7 Pack) Shelf Stables orders requested.

USE OF ESTIMATED QUANTITIES

The number and types of meals as contained in the RFP are historical and expected to be representative of the annual volume of this Agreement but are not guaranteed. The number of meals identified in this Statement of Work represents current orders rates. Actual meal orders shall depend on actual need and available funding.

Section 3A: Pricing Forms

Exhibit E

RFP#2014-72: SENIOR MEALS PROVIDER

PICNIC/SHELF STABLE (per meal cost without textured vegetable protein [TVP])

ITEM	COST (PER MEAL)	
RAW FOOD	\$1.80	
MILK	\$0.22	
LABOR	\$0.26	
FOOD DELIVERY	\$0.37	
DISPOSABLES	\$0.15	
EQUIPMENT	\$0.18	
UTILITIES	\$0.13	
OTHER/DIRECT		not requested
ADMINISTRATIVE		not requested
TOTAL PER MEAL COST \$		\$3.11

MODIFIED MEALS* (per meal cost without textured vegetable protein [TVP])

ITEM	COST (PER MEAL)	
RAW FOOD	\$1.97	
MILK	\$0.22	
LABOR	\$0.60	
FOOD DELIVERY	\$0.37	
DISPOSABLES	\$0.22	
EQUIPMENT	\$0.20	
UTILITIES	\$0.13	
OTHER/DIRECT		not requested
ADMINISTRATIVE		not requested
TOTAL PER MEAL COST \$		\$3.71

*INCLUDES VEGETARIAN

HOME DELIVERED MEALS (per meal cost without textured vegetable protein [TVP])

ITEM	COST (PER MEAL)	
RAW FOOD	\$1.91	
MILK	\$0.22	
LABOR	\$0.60	
FOOD DELIVERY	\$0.37	
DISPOSABLES	\$0.22	
EQUIPMENT	\$0.20	
UTILITIES	\$0.13	
OTHER/DIRECT		not requested
ADMINISTRATIVE		not requested
TOTAL PER MEAL COST \$		\$3.65

Section 3A: Pricing Forms

CONGREGATE MEALS (per meal cost without textured vegetable protein [TVP])

ITEM	COST (PER MEAL)
RAW FOOD	\$1.91
MILK	\$0.22
LABOR	\$0.55
FOOD DELIVERY	\$0.37
DISPOSABLES	\$0.22
EQUIPMENT	\$0.18
UTILITIES	\$0.13
OTHER/DIRECT	
ADMINISTRATIVE	
TOTAL PER MEAL COST \$ <u> </u> \$3.56	

Contract Pricing Terms:

It is the County's desire that the Professional Services Agreement (PSA) for the goods/services described in this solicitation be governed by a Firm Fixed Price contract pricing term. The Firm Fixed Price shall be subject to an annual adjustment based on changes to a specified index and index item(s).

As part of this Pricing Form, please indicate below, in order of preference, your proposed index (CPI, PPI, etc.) and index items to be used in the PSA.

- 1 Meat - beef and chicken Consumer Price Index
- 2 Seafood - fish and shellfish Consumer Price Index
- 3 Milk Consumer Price Index

All adjustments will be conditioned upon acceptance by ARC in the yearly 5.2 Budget Worksheet the County must submit in preparation of the subgrant Agreement with ARC.

Prior to award recommendation, Cherokee County Senior Services and vendor will agree upon a contract baseline price and index value.

Determination of adjustments will be made by calculating the change, if any, in the baseline index value and the index value for the first February following contract execution.

The percentage change in the baseline value will be multiplied by the baseline price to determine the new price, if any.

The new price, if any, will be effective in July following the February index adjustment.

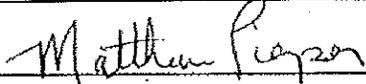
The February index value and the adjusted price in July will form the new baseline subject to adjustment in the following year (in February).

Index adjustments will take place in February and determine the new fixed price which will begin July annually for the term of the Contract.

The new index value and new fixed price will then become the baseline for the next adjustment the following February.

AUTHORIZED REPRESENTATIVE:

Company Name: Project Open Hand/Atlanta, Inc.

Signature: 

Printed Name: Matthew Pieper

Title: Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2014

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

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

PRODUCER McCart Insurance Agency, Inc. 2405 Satellite Blvd #200 Duluth GA 30096-5808		CONTACT NAME: Tina Gill PHONE (A/C No. Ex): (770) 232-0202 FAX (A/C No.): (770) 232-9202 E-MAIL ADDRESS: tina.gill@mccart.com															
INSURED Project Open Hand/ Atlanta, Inc. Good Measure 176 Ottley Drive NE Atlanta GA 30324		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance</td> <td>36064</td> </tr> <tr> <td>INSURER B: AmTrust North America, Inc.</td> <td>20508</td> </tr> <tr> <td>INSURER C: Philadelphia Insurace Co.</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance	36064	INSURER B: AmTrust North America, Inc.	20508	INSURER C: Philadelphia Insurace Co.	18058	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: GI/BA/UMB/WC/PROF REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	Y	ZDA8862498-02	9/23/2014	9/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY	X		AWA8862504-01	9/23/2014	9/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						Hired & Non-Owned Auto \$ 1,000,000
A	UMBRELLA LIAB	X		UHA8862493-01	9/23/2014	9/23/2015	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTIONS 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		TWC3289274	9/23/2014	9/23/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
C	Professional Liability			PKSD880342	9/23/2014	9/23/2015	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CHEROKEE COUNTY AND THEIR PARTIES ARE NAMED AS ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY AND AUTO LIABILITY. WAIVER OF SUBROGATION IS APPLICABLE TO THE WORKERS COMPENSATION AND GENERAL LIABILITY. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY. THE UMBRELLA IS "FOLLOW FORM" OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYERS LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

Cherokee County acting by and through its Board of Commis 1130 Bluffs Parkway Canton, GA 30114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Tina Gill/TAMLEE <i>Tina G. Gill</i>

ADDITIONAL INSURED-HUMAN SERVICES ORGANIZATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- A. Each of the following is also an insured, but only while performing duties related to the conduct of your business:
1. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you, and requires you, prior to any loss, to name them as an additional insured, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises;
 2. Your Independent contractors solely while performing services for a client of the Named Insured;
 3. Your Medical Directors and Administrators;
 4. Your Home Health Providers under your direct supervision or control, but only while performing for you private home respite or foster home care for the developmentally disabled; and
 5. Your Students in Training.
- B. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury":
1. Arising out of any ongoing structural alterations, new construction or demolition operations performed by or for that person or organization;
 2. Included in the "products-completed operations hazard" and arising out of any structural alterations, new construction or demolition work performed by or for that person or organization; or
 3. Arising out of his or her rendering of or failure to render professional services.
- C. The insurance provided by this coverage endorsement is excess over any other valid and collectible insurance (including deductible) or agreement of indemnity available to the insured, whether primary, excess, contingent or on any other basis. When this insurance is excess, we have no duty to investigate or defend any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of a named insured to insure against liability arising from activities of the named insured and its employees, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.
- Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.
- D. All other insuring agreements, exclusions, and conditions of this policy apply.

Exhibit F

Pricing Adjustments

The Firm Fixed Pricing in the contract shall be adjusted according to the following schedule and index. Each year the Consumer Price Index as published by the US government will be utilized to establish the relative index change according to the schedule and the mechanics described below. No adjustments will be made to this Agreement that are not accepted by the County's Grant that funds this program.

The index to be used is the "Food" Index, as published in the Consumer Price Index. The baseline index value associated with the initial pricing established at the initiation of this Agreement is 243.811. This represents the value from the August 2014 report. Each adjustment shall result in an updating of the baseline index and meal pricing that shall become the new baseline from which future changes shall be calculated.

The first adjustment will be based on the latest available index available (expected to be the January 2015 index) in February 2015, and then each February thereafter. Calculated changes shall be submitted as a part of the County's annual Grant application and accepted changes will be effective the first of July.

The calculation will be accomplished by subtracting the base-line from the current index value to create the index change value. This index change value is then divided by the baseline index value to create a percentage change from the initial index to the current index. This percentage change, either up or down will then be multiplied by the then unit pricing of the meals to determine the change necessary to adjust for the pricing.

Example:

Baseline Index Value: 243.811 (August-2014)

Current Index Value: 245.991 (January 2015 -- if the latest available in February 2015)

Current meal pricing: \$3.00 (August-2014 -- price is simply for illustrative purposes)

Current - baseline = index value change (245.991 - 243.811 = 2.18)

Index value change / Baseline = Percentage Change Factor (2.18 / 243.881 = 0.894% or .00894)

The adjustment amount is the Meal Price X Percentage Change Factor (\$3.00 X .00894 = \$0.0268)

Since the amount is positive, it would be added to the Current Meal Price (\$3.00 + .0268 = \$3.0268). Had the value have been negative, the amount would be taken away from the Current Meal Price resulting in a lower meal price. The result would be the July 2015 price of \$3.0268 each.

Once this change has been incorporated into the Agreement, the baseline for subsequent changes would be the January 2015 index value and meal value that corresponds with that index value would be the July 2015 price.

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.