

# Barrow County Board of Commissioners

30 North Broad Street Winder Georgia 30680 Phone: (770) 867-1977 Fax: (770) 307-3141

Cindy F. Clack  
Purchasing Agent



## MEMORANDUM

**To:** Parties Interested In RFP2015-11  
**From:** Cindy Clack  
**Date:** 03/11/2015  
**Re:** RFP2015-11 – Vegetation Clearing Services

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RFP2015-11 is attached for your consideration. Anyone accessing this Request for Proposal from the Barrow County web site ([www.barrowga.org](http://www.barrowga.org)) is responsible to insure the latest documents are in their possession including any addenda. All addenda and all questions and answers will be posted on this site. This site should be visited frequently to insure an awareness of any updates.

Please insure proposals are submitted exactly as specified in the RFP. If you have any questions, please submit them in writing to the Barrow County Purchasing Agent as called for in the RFP.

Thank you.



**Barrow County Board of Commissioners  
30 North Broad Street  
Winder, GA 30680**

**REQUEST FOR PROPOSAL  
RFP2015-11**

**VEGETATION CLEARING SERVICES**

**BARROW COUNTY, GEORGIA  
March 11, 2015**

**VEGETATION CLEARING SERVICES  
BARROW COUNTY BOARD OF COMMISSIONERS**

Date: March 11, 2015

**PURPOSE:** The purpose of this request is to provide qualified individuals or companies (hereafter called “vendors”) with sufficient information to enable them to submit a uniform proposal for the County’s review for vegetation clearing services (hereafter called “project”) required by the Barrow County Board of Commissioners and the Joint Development Authority (JDA) of Winder-Barrow County. Also, to set forth a systematic method that will be fair and impartial to all parties concerned and to generate a response that can be equally evaluated by the County.

**GENERAL:** Barrow County Board of Commissioners and the JDA are interested in entering into an agreement with a vendor that would provide services associated with its vegetation clearing services. Required services are listed on the attached Proposal Form.

**OBJECTIVE:** Barrow County Board of Commissioners and the JDA desire to have a vegetation clearing program for up to 205 acres of land owned by the JDA and located at (See exhibit A for Legal Description of Parcels 1 and 2 of Applicable Property).

**COMPLIANCE WITH THE REQUEST FOR PROPOSAL (RFP):** Each prospective vendor must comply with all requirements of this RFP. Notice is hereby given to all vendors that if their submittals are defective or irregular, the same may be rejected immediately. To facilitate comparative analysis and evaluation of submittals, it is desired that a uniform format be employed in structuring each. The required format will coincide with specifications given later in this notice. The vendor’s degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and possible selection for providing designated services. All instructions are to be considered an integral part of this RFP.

**COMPENSATION:** Contractor shall compensate the County and provide work to the JDA and, as a result, shall receive the right to keep all vegetation that the Contractor removes from the JDA parcel. The Contractor, after removing the Vegetation from the JDA Parcel, may make whatever lawful use of the Vegetation that Contractor desires.

**TERM:** It is intended that Barrow County Board of Commissioners and the JDA will enter into an agreement with a vendor for an initial period ending December 31, 2016, with the option of extending the agreement for up to 4 (four) additional 1 (one) year periods. Extension will be predicated on satisfactory performance.

**RIGHT TO SUBMITTED MATERIALS:** All responses, inquires, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the vendor shall be properly identified as to vendor and will become the property of Barrow County when received. Barrow County will not be responsible for any expenses incurred by any Vendor in the development of a response to this Request For Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the County or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Vendor even if the Board of Commissioners has formally accepted a recommendation

**CLARITY AND THOROUGHNESS:** Barrow County must determine which vendors best meet its immediate and long-term objectives. It is the proposing vendor's responsibility to ensure that all information in the proposal is thorough and easily readable by County. County, at its sole discretion, may reject any submittal that is unclear in any way.

**INQUIRIES:** Proposing vendors, or their representatives or agents, **shall not** contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Official or employee of any Barrow County Elected Official, or members of the Joint Development Authority regarding this RFP, proposal evaluation, or selection process from the time the RFP is issued until the time a notification of intent to award is announced. **The deadline for submission of any written questions relating to this RFP shall be Friday, March 27, 2015 at 5:00 pm. to: Cindy Clack, Purchasing Agent (email: [cclack@barrowga.org](mailto:cclack@barrowga.org)).**

**SEALED PROPOSALS:** Each proposal must be submitted in a sealed envelope, addressed to the County. Each sealed envelope containing a proposal must be plainly marked on the outside with "**RFP2015-11 -- Vegetation Clearing Services**". If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the County at the address shown below and also plainly marked with "RFP2015-11 -- Vegetation Clearing Services". The County will not be responsible for late mail deliveries and **no proposal will be accepted if received after the time stipulated by this RFP.** No proposal may be withdrawn or modified in any way after the deadline for RFP opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY THE PROPOSAL.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Barrow County Board of Commissioners

Clerks Office,

30 North Broad Street

Winder, GA 30680

770.307.3005

Sealed proposals will be accepted in the Clerk's Office, no later than **12:00 pm (Noon) Thursday, April 9, 2015.** Proposals will be opened in the main floor conference room at 30 North Broad Street, Winder, Ga. 30680 at the above address at 2:00 p.m. on April 9, 2015. All proposals will be evaluated and the project will be awarded, if it is awarded, within 120 days of the proposal opening.

**LIABILITY AND RISK MANAGEMENT:** See attached Agreement for Requirements.

**PROPOSAL FORMAT:** Vendor should submit an original (unbound) and four (4) copies of the requested proposal. The proposal shall consist of the following in the order shown:

- **Compensation** – Use the attached “Vegetation Clearing Services Proposal” in submitting compensation to County.
- **Agreement** – **PROFESSIONAL SERVICES AGREEMENT:** All submitted proposals are to include an executed Professional Services Agreement (the “Agreement”) included in this package to indicate a willingness to comply with all terms of the Agreement. Upon award of the Project to the winning vendor, the County will execute the Agreement. Please be advised that the proposing vendor's execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement.

**PROPOSAL EVALUATIONS AND SELECTION PROCESS AND TIMELINE:**

Proposals will be reviewed and one proposal will be selected that, in the opinion of the County, is most advantageous to meeting its needs. Evaluation will include compensation. Barrow County reserves the right to reject any and all proposals submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting proposals. The County, at its sole discretion, also reserves the right to waive any informalities or technicalities relative to any or all proposals. Where two or more contractors are deemed equal, the County reserves the right to make the award to one of the contractors. At the County's discretion, presentations may be requested as part of the evaluation process.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the vendor selected will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, any part thereof, without written consent by Barrow County.

**LOCAL VENDOR'S PREFERENCE:**

Because bids awarded to Local Vendors contribute to the County's tax base and promote the local economy, the County has determined that, under certain circumstances described in this Section, Local Vendors shall be provided an additional privilege, whenever not otherwise prohibited by State law (including, but not limited to, public

works and road construction projects as contemplated by Section 1-7(6) above), when bidding against non-Local Vendors.

For bids in the amount of \$25,000.00 or more, if a Local Vendor's bid shall meet all specifications and does not exceed four percent (4%) more than the lowest responsive and responsible bidder, the lowest bidding Local Vendor shall be offered three (3) business days from the opening of such bids in which to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor. If such Local Vendor shall not agree to match the low bid, then the next lowest Local Vendor, if any, shall be offered within three (3) business days thereafter to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor, and so on until all applicable Local Vendors are offered the opportunity to match the low bid.

SPECIFICATIONS – RFP2015-11  
VEGETATION CLEARING SERVICES

Following are requirements for providing Vegetation Clearing Services for Barrow County Board of Commissioners and the Joint Development Authority (JDA)

- 1) Approximately 205 Acres of Land owned by the JDA and located at (See Attached Exhibit A for Legal Description of Parcels 1 and 2 of Applicable Property).
- 2) Fertilize the Property.
- 3) Cut, Bale and Haul Away the Harvested Hay.
- 4) Work to be Completed by December 31, 2016.
- 5) All Equipment for Baling Hay to be Provided by Contractor.
- 6) Contractor Shall Compensate the County for the Harvested Hay.



**PROPOSAL FORM  
(SUBMIT ONE ORIGINAL UNBOUND  
AND FOUR (4) COPIES)**

PROJECT: RFP2015-11 – VEGETATION CLEARING SERVICES

SUBMITTED TO: Barrow County Board of Commissioners

SUBMITTED BY (NAME, ADDRESS AND TELEPHONE NUMBER OF COMPANY):

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

Barrow County Board of Commissioners:

Having carefully examined the Request for Proposals and Related Documents for RFP2015-11, and Addenda \_\_\_\_\_, the undersigned proposes to furnish Vegetation Clearing Services with the following compensation:

Per Specifications	Compensation	Comments (If Any)
Vegetation Clearing Services for up to 205 acres	\$ _____ /Amount Contractor will compensate the County	

Attached are the documents as called for in the RFP.

Signed, sealed, and dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2015.

Proposer: \_\_\_\_\_ (Seal)  
 (Company Name)

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

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

BK0658PG0603

After recording, return to:  
STRIKLAND, CHESNUTT & LINDSEY, LLP  
PO BOX 349  
WINDER, GA 30680  
FILE NO. Misc-8-2002

RECORDED  
SUPERIOR COURT  
BARROW COUNTY, GA.  
02 JAN -7 PM 2:52  
GLORIA M. WALL, CLERK

Barrow County, Georgia  
Real Estate Transfer Tax  
Paid \$ 0.00  
Date 1/7/02  
Gloria M. Wall  
Clerk of Superior Court

STATE OF GEORGIA  
COUNTY OF BARROW

**WARRANTY DEED**

THIS INDENTURE, made this 2<sup>nd</sup> day of January, 2002, between BESSIE P. SEGARS, of Barrow County, Georgia, as party of the first part, and WILLIAM RICHARD SEGARS, JR., of Barrow County, Georgia, as party of the second part.

**WITNESSETH:**

That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 243<sup>rd</sup> District, G. M. Barrow County, Georgia, being Tract No. 1 "A", containing 52.000 acres, more or less, and being more particularly described and delineated according to a plat of survey prepared by Borders and Associates, certified by Paul E. Borders, Georgia Registered Surveyor No. 1995, dated September 18, 2000, Revised October 31, 2000, Revised again January 25, 2001 and further revised November 29, 2001; said plat being of record in the Office of the Clerk of the Superior Court of Barrow County, Georgia in Plat Book 54, page 34; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

TO HAVE AND TO HOLD the said tracts or parcels of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its heirs, successors and assigns, forever in FEE SIMPLE.

AND THE SAID party of the first part, for their heirs, executors, administrators, successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, its heirs, successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set its hand and affixed its seal, the day and year above written.

Signed, sealed and delivered on the date set out above in the presence of:

*[Signature]*  
Unofficial Witness

*[Signature]* (SEAL)  
BESSIE P. SEGARS

*[Signature]*  
Notary Public  


BK 1324 PG 0151

2007 13 3

CLERK  
SUPERIOR COURT  
BARROW COUNTY, GA

2007 JUL -6 PM 4:41

GLORIA M. WALL, CLERK

After recording, Return to:  
Russell, Stell, Smith & Mattison, P.C.  
P.O. Box 644  
Winder, GA 30680

Barrow County, Georgia Real Estate Transfer Tax  
Paid \$ 89.60  
Date 2007-2007-002569  
PT 61 # 2007-2007-002569  
Gloria M. Wall  
Clerk of Superior Court

EXHIBIT 5.2.2(A)

**LIMITED WARRANTY DEED**

THIS INDENTURE is made as of the 29<sup>th</sup> day of June, 2007, by and between WILLIAM RICHARD SEGARS, JR., as party of the first part, hereinafter referred to as "Grantor," and THE JOINT DEVELOPMENT AUTHORITY OF WINDER-BARROW COUNTY, as party of the second part, hereinafter referred to as "Grantee," the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee all that tract or parcel of land lying and being in the 243<sup>rd</sup> and 246<sup>th</sup> District, of Barrow County, Georgia records, as more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Property"). This conveyance is made subject to the Permitted Exceptions shown on Exhibit B attached hereto and incorporated by this reference.

TO HAVE AND TO HOLD the Property, together with any and all of the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to, the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee forever IN FEE SIMPLE.

GRANTOR SHALL WARRANT and forever defend the right and title to the Property unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed as of the day and year first above written.

GRANTOR:

William Richard Segars, Jr.  
William Richard Segars, Jr.

Signed, sealed and delivered in the presence of:

[Signature]  
Notarial Witness  
[Signature]  
Notary Public



**EXHIBIT "A"****Legal Description****Parcel 1:**

All that tract or parcel of land lying and being in the 243rd and 246th Districts, G.M., State of Georgia, County of Barrow, designated as Tract No. 1 "A", encompassing 52.000 acres; Tract No. 1 "B", encompassing 5.000 acres; Tract No. 1 "C", encompassing 15.000 acres; Tract No. 1 "D", encompassing 72.049 acres; Tract No. 2, encompassing 41.363 acres and Tract No. 3, encompassing 13.524 acres, with a total acreage of 198.936 acres, and being more particularly described and delineated according to a plat and survey prepared by Borders and Associates, certified by Paul E. Borders, Georgia Registered Land Surveyor No. 1995, dated September 18, 2000, entitled "Survey for Tract No. 1 and Tract No. 3 - Estate of William Richard Segars, Sr. and Tract No. 2 - William Richard Segars, Jr.", said plat being of record in the Office of the Clerk of Superior Court of Barrow County, Georgia, in Plat Book 60, page 73; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

**Parcel 2:**

All that tract or parcel of land lying and being in the 243rd District, G.M., State of Georgia, County of Barrow, encompassing 5.883 acres, and being more particularly described and delineated according to a plat and survey prepared by Borders and Associates, certified by Paul E. Borders, Georgia Registered Land Surveyor No. 1995, dated August 21, 2000, entitled "Survey for William Richard Segars, Jr.", said plat being of record in the Office of the Clerk of Superior Court of Barrow County, Georgia, in Plat Book 60, Page 74; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

WRJ

BK 1324 PG 0153

**EXHIBIT "B"**

**Exceptions**

Subject to easements, covenants, conditions, and restrictions of record.

*wrd*

## SERVICES AGREEMENT

**THIS AGREEMENT** is effective as of this \_\_\_ day of \_\_\_\_\_, 2015, by and between the **JOINT DEVELOPMENT AUTHORITY OF WINDER-BARROW COUNTY** ("JDA") and **BARROW COUNTY**, a political subdivision of the State of Georgia (the "County"), and \_\_\_\_\_ ("Contractor"), collectively referred to as the "Parties".

### WITNESSETH THAT:

**WHEREAS**, the JDA desires to retain a contractor to provide certain services generally described as Vegetation Clearing Services (the "Work") on approximately 205 acres of land owned by the JDA and located at (See Exhibit A, attached hereto and incorporated herein by reference, For Legal Description of Parcels 1 and 2 of Applicable Property) (collectively referred to as the "JDA Parcel"); and

**WHEREAS**, the JDA finds that specialized skills and equipment are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the JDA lacks the personnel and equipment necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Work is necessary to maintain the JDA Parcel in good and manageable condition and to allow the JDA to protect the JDA Parcel from trespassers, vandalism, and other undesirable events; and

**WHEREAS**, the County possesses certain rights and interests regarding the JDA Parcel and thus desires for the Contractor to perform the work and to be a beneficiary regarding the Contractor's obligations under this Agreement; and

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

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

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

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

### **I. SCOPE OF SERVICES AND COMPLETION DATE**

#### **A. Project Description**

The Project is described as Vegetation Clearing Services on the JDA Parcel.

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

The Work to be completed under this Agreement (the "Work") consists of the clearing of vegetation, including hay ("Vegetation"), from the JDA Parcel, and the removal of the cleared Vegetation from the JDA Parcel, to the satisfaction of the JDA and the County and as described

in RFP2015-11, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B."

**C. Completion Date**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence on January 1, 2016. Contractor shall complete performance of the Work no later than December 31, 2016, provided that this Agreement may continue, subject to the termination provisions below, for an additional four (4) calendar years thereafter. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

**II. COMPENSATION**

Contractor shall compensate County in the amount of \$\_\_\_\_\_ and provide the Work to the JDA and, as a result, shall receive the right to keep all Vegetation that the Contractor removes from the JDA Parcel. The Contractor, after removing the Vegetation from the JDA Parcel, may make whatever lawful use of the Vegetation that Contractor desires.

**III. COVENANTS OF CONTRACTOR**

**A. Expertise of Contractor**

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

**B. JDA's Reliance on the Work**

The Contractor acknowledges and agrees that the JDA does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, neither the JDA nor the County bears any responsibility for Contractor's services performed under this Agreement. The County and JDA will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance.

**C. Contractor's Representative**

\_\_\_\_\_ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

**D. 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 JDA and the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the JDA shall have no obligation to them.

**E. Responsibility of Contractor and Indemnification of JDA/Barrow County**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the JDA, the County, and their officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to collectively 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 JDA, 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 JDA, 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 JDA, 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.

**F. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the JDA or 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 services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The 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 JDA or 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 JDA and/or the County with regard to the results of such services only.

**G. 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 JDA's Attorney and the County's Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the JDA and the County.

(2) Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

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

(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 JDA and the County, and their officials, employees, agents and volunteers are to be covered as insured 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 JDA and the County, and their officials, employees,

agents or volunteers.

- (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the JDA and the County, and their officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the JDA and the County, and their officials, employees or volunteers shall be 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 JDA and the County, and their officials, employees, agents or volunteers.
- (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) 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 agrees to waive all rights of subrogation against the JDA and the County, and their officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the JDA.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the JDA and the County, and their officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the JDA.

(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 JDA.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

Contractor shall furnish the JDA with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. 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 JDA prior to execution of this Agreement by the JDA. The JDA 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 insured 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 insured.

(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) JDA and County as Additional Insured and Loss Payee:

The JDA and the County shall be named as an additional insured and loss payee on all policies required by this Agreement.

**H. Conflicts of Interest**

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

**I. Licenses, Certifications and Permits**

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

**J. 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.

**K. 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 III(K) in every subcontract for services contemplated under this Agreement.

**IV. COVENANTS OF THE JDA**

**A. Right of Entry**

The JDA shall provide for right of entry for Contractor in order for Contractor to complete the Work.

**B. JDA's Representative**

David Smith shall be authorized to act on the JDA's behalf with respect to the Work as the JDA's designated representative.

**V. TERMINATION**

**A.** The JDA shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work.

**B.** Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly remove Contractor's equipment used in performing this Agreement.

**C.** The rights and remedies of the JDA 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.

**VI. NO PERSONAL LIABILITY**

No member, official or employee of the JDA or the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the JDA or 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 JDA and/or the County,

respectively, and not against any employee, officer, director, or elected or appointed official.

## **VII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement among the Parties and supersedes any and all other agreements, either oral or in writing, among 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 all Parties with appropriate authorization.

## **VIII. 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.

## **IX. 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.

## **X. CAPTIONS AND SEVERABILITY**

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

## **XI. NOTICES**

### **A. Communications Relating to Daily Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between David Smith for the JDA and \_\_\_\_\_ for the Contractor.

### **B. Official Notices**

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

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

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

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

County Manager  
Barrow County Board of Commissioners  
30 North Broad Street  
Winder, Georgia 30680

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**XII. WAIVER OF AGREEMENT**

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

**XIII. SOVEREIGN IMMUNITY**

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

**XIV. FORCE MAJEURE**

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

**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.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF** the JDA and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the JDA.

**CONTRACTOR:**

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

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

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

**JOINT DEVELOPMENT AUTHORITY OF  
WINDER-BARROW COUNTY**

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

[SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Notary Public**

[NOTARY SEAL]

**My Commission Expires:**

\_\_\_\_\_

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

**BARROW COUNTY, GEORGIA**

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

Its: \_\_\_\_\_

[SEAL]

**SIGNED, SEALED, AND DELIVERED**

in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Notary Public**

[NOTARY SEAL]

**My Commission Expires:**

\_\_\_\_\_

**COUNTY OF BARROW**

**STATE OF GEORGIA**

**BARROW COUNTY ETHICS ORDINANCE**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions, and regulations;

**WHEREAS**, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the County;

**WHEREAS**, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

**WHEREAS**, it is essential to the proper operation of democratic government that public officials be independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;

**WHEREAS**, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

**WHEREAS**, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

**WHEREAS**, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

**WHEREAS**, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

**WHEREAS**, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote, and enforce standards of ethical conduct for all of Barrow County's officers and employees; and

**WHEREAS**, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

**ARTICLE ONE: GENERAL PROVISIONS**

**Section One.            Short Title.**

This Ordinance shall be known as “The Barrow County Ethics Ordinance,” and may be cited and referred to as such.

**Section Two.            Definitions.**

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning provided herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.

- (A)    **“Board”** means the Barrow County Board of Commissioners.
- (B)    **“Board of Ethics”** means the Barrow County Board of Ethics as formed and described herein.
- (C)    **“Business Entity”** means any business of whatever nature regardless of how designated or formed, whether a sole proprietorship, partnership, joint venture, association, trust, corporation, limited liability company, or any other type of business enterprise, and whether a person acting on behalf of, or as a representative or agent of, the business entity.
- (D)    **“Confidential Information”** means any information that, by law or practice, is not reasonably available to the public.
- (E)    **“County Official”** means the Barrow County Board of Commissioners, any member of a board, commission, or authority appointed by the Board, the Chief of

Operations or his/her equivalent, and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(F) **“Employee”** means all those persons employed on a regular or part-time basis by the County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(G) **“Family”** means the spouse, parents, children, brothers and sisters, related by blood or marriage, of a county official or employee.

(H) **“Interest”** means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:

- (1) His or her family;
- (2) Any business entity in which the county official or employee is a member, officer, director, employee, or prospective employee;
- (3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is

controlled or owned directly or indirectly by the county official or employee.

- (I) **“Official Act” or “Official Duties”** means any legislative, administrative, appointive, or discretionary act of any County Official or Employee of the County or any agency, board, authority, or commission thereof.

## **ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY AND FOR EMPLOYEES**

This Article Two is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall:

### **Section One.**

Put loyalty to the highest moral principles and to country above loyalty to persons, party, or government department.

### **Section Two.**

Uphold the Constitution, laws, and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.

### **Section Three.**

Give a full day’s labor for a full day’s pay and give to the performance of his duties his earnest effort and best thought.

### **Section Four.**

Seek to find and employ more efficient and economical ways of getting tasks accomplished.

**Section Five.**

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

**Section Six.**

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

**Section Seven.**

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

**Section Eight.**

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

**Section Nine.**

Expose corruption wherever discovered.

**Section Ten.**

Uphold these principles, ever conscious that public office is a public trust.

**ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND  
DEPARTMENT DIRECTORS**

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:

**Section One.**

Uphold the Constitution, laws, and regulations of the United States, the State of Georgia, the County of Barrow, and all governments therein and never be a party to their evasion.

**Section Two.**

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

**Section Three.**

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

**Section Four.**

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

**Section Five.**

Expose corruption wherever discovered.

**Section Six.**

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality, or services from any person, association or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties.

**Section Seven.**

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.

**Section Eight.**

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

**Section Nine.**

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

**ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES**

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above, and all such provisions shall be read and interpreted in accordance therewith.

**Section One.**            **Compliance with Applicable Law.**

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

**Section Two.**            **Conflict of Interest Transactions.**

- (A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be

affected directly by his or her official act or action or by official acts or actions of the County, which the County Official or Employee has a reasonable opportunity to influence, except consistent with the disclosure and abstention provisions set forth herein.

(B) Barrow County shall not enter into any contract involving services or property with a County Official or Employee or with a business entity in which the County Official or an Employee has an interest. Provided that the disclosure and abstention provisions set forth herein are followed, this paragraph shall not apply to the following:

- (1) The designation of a bank or trust company as a depository for county funds;
- (2) The borrowing of funds from any bank or lending institution which offers competitive rates for such loans;
- (3) Contracts entered into with a business which employs a consultant, provided that the consultant's employment with the business is not incompatible with this Ordinance;
- (4) Contracts for services entered into with a business which is the only available source for such goods or services; and
- (5) Contracts entered into under circumstances that constitute an emergency situation, provided that a record explaining the emergency is prepared by the Board and submitted to the Chief of Operations (or his/her equivalent) to be kept on file.

**Section Three.**            **Financial Disclosures.**

Financial disclosures shall be governed by federal and state law as it may be amended from time to time, and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

**Section Four.**            **Zoning Application Disclosures.**

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A. § 36-67A-1, et seq., as it may be amended from time to time.

**Section Five.**            **Disclosures Related to Submission of Bids or Proposals for County Work or Contract.**

Persons submitting bids or proposals for county work who have contributed \$250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

**Section Six.**            **Withholding of Information.**

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County's boards, agencies, authorities, or departments.

**Section Seven.**            **Incompatible Service.**

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless

otherwise permitted by law and unless public disclosure is made.

**Section Eight.**            **Unauthorized Use of Public Property.**

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles, and equipment, including but not limited to computers, pagers, and cellular telephones, materials or property for personal convenience or profit.

**Section Nine.**            **Political Recrimination and Activity.**

- (A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group, or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official's daily county business.
- (B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party, or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party, or cause. No employee shall be hired, promoted, favored, or discriminated against with respect to employment because of his or her political opinions or affiliations.
  - (1) *Seeking elective office.* A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a

request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

- (2) *Political campaign involvement.* A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.
- (3) *Solicitation of contributions.* A government employee may not knowingly solicit, accept, or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

**Section Ten.**            **Appearance Before County Entities.**

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.

**Section Eleven.      Timely Payment of Debts to the County and Fiscal Responsibility.**

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

**Section Twelve.      Solicitation or Acceptance of Gifts.**

- (A) County Officials and Employees shall not accept gifts, gratuities, or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers, and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage, or collusion.
  
- (B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:
  - (1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.
  - (2) An occasional gift from a single source of \$101.00 or less in any calendar year.
  - (3) Ceremonial gifts or awards.

- (4) Gifts of advertising value only or promotional items generally distributed to public officials.
- (5) Awards presented in recognition of public service.
- (6) Reasonable expenses of food, travel, lodging and scheduled entertainment for a meeting that is given in return for participation in a panel or speaking engagement at the meeting.
- (7) Courtesy tickets or free admission extended for an event as a courtesy or for ceremonial purposes, given on an occasional basis, and not to include season tickets of any nature.
- (8) Gifts from relatives or members of the County Official or Employee's household.
- (9) Honorariums or awards for professional achievement.
- (10) Courtesy tickets or free admission to educational seminars, educational or information conventions, or other similar events.

**Section Thirteen. Disclosure of Interest.**

Any member of the Board who has a financial or personal interest in any proposed legislation or action before the Board shall immediately disclose publicly the nature and extent of such interest.

Any other County Official or Employee who has a financial or personal interest in any proposed legislation or action before the Board and who participates in discussion with or gives an official opinion or recommendation to the Board in connection with such proposed legislation or action shall disclose publicly the nature and extent of such interest.

**Section Fourteen.    Abstention to Avoid Conflicts of Interest.**

- (A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote, or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.
- (B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.
- (C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation, or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

**ARTICLE FIVE: THE BOARD OF ETHICS**

**Section One.    Creation and Composition of Board of Ethics.**

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

- (A) One appointee of the Barrow County Bar Association;
- (B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee;

- (C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on the effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;
- (D) One appointee of the Barrow County Personnel Review Board; and
- (E) One appointee of the Barrow County Board of Commissioners, which appointee shall be selected by a majority vote of the Board of Commissioners.

**Section Two.**            **Appointment Procedures.**

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information, or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made

in the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

**Section Three.**            **Qualifications of Members of Board of Ethics.**

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

- (A) Resides in the County and is a registered voter;
- (B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment, or be the spouse, parent, child or sibling of an Employee or County Official;
- (C) Is not an officer or employee of any political party;
- (D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County, and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

**Section Four.**            **Terms; Vacancies.**

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this

Article shall serve an initial full two-year term, and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term, and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

**Section Five.**            **Removal of Member.**

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office, or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action, and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

**Section Six.**            **Organization and Internal Operating Regulations.**

- (A) Members of the Board of Ethics shall not be compensated.
- (B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year, or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification, or vacancy.
- (C) There shall be no regularly scheduled monthly or bimonthly meetings of the

Board of Ethics, however, the Board of Ethics shall have semi-annual meetings. By majority vote, or by call of the Chairperson, the Board of Ethics may call a special meeting, if necessary. The Board of Ethics shall, however, have semi-annual meetings with the first meeting commencing at 7:00 p.m. on the fourth Thursday of the month following the appointment of the initial members of the Board of Ethics by the Board of Commissioners, and with the second meeting commencing at 7:00 p.m. on the fourth Thursday of the month six months subsequent to the first meeting. The semi-annual meetings shall continue thereafter on the fourth Thursday of the month in six-month intervals. The meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the Open Meetings requirements under state law. The dates and times of the meetings may be altered by a majority vote of the Board of Ethics.

- (D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.
- (E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

**Section Seven.**        **Duties and Powers.**

The Board of Ethics shall have the following duties and powers:

- (A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and

regulations do not conflict with any provision contained herein.

- (B) To receive and hear complaints of violations of standards required by this Ordinance.
- (C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after at least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.
- (D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.
- (E) To perform any other function authorized by this Ordinance.
- (F) To issue advisory opinions as provided in this Ordinance.

**Section Eight.**            **Staffing and Expenses.**

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics, to publish notices of all meetings upon request of the Board of Ethics' Chairperson, and to serve as the recording clerk for the Board of Ethics.

**Section Nine.**            **Counsel.**

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

**Section Ten.**            **Adherence to Ethics Ordinance.**

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.

**Section Eleven.**        **Prohibition Against Certain Conflicting Political Activity.**

(A) **Definitions.** The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

- (1)    **“Member of the Board of Ethics”** means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.
- (2)    **“Political Party”** means a national political party, a state political party, a political action committee, and/or any affiliated organization.
- (3)    **“Election”** includes a primary, special, and general election.
- (4)    **“Nonpartisan Election”** means:
  - (a)    An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and
  - (b)    An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or

any question or issue of similar character.

(5) **“Partisan”** when used as an adjective, refers to a political party.

(6) **“Political Fund”** means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee or other entity.

(7) **“Contribution”** means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise.

(B) **Permissible Activities.** All members of the Board of Ethics are free to engage in political activity to the widest extent consistent with the restrictions imposed in this Section, which restrictions are imposed for the sole purpose of ensuring neutrality and the appearance of neutrality of the Board of Ethics. Each member of the Board of Ethics retains the right to:

(1) Register and vote in any election;

(2) Participate in the nonpartisan activities of a civic, community, social, labor, or professional organization or of a similar organization;

(3) Be a member of a political party or other political organization and participate in its activities to the extent consistent with law;

- (4) Attend a political convention, rally, fundraising function, or other political gathering;
- (5) Sign a political petition as an individual;
- (6) Make a financial contribution to a political party or organization;
- (7) Take an active part, as a candidate or in support of a candidate, in a nonpartisan election;
- (8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;
- (9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and
- (10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

(C) **Prohibited Activities.**

- (1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection (B) of this section.
- (2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:
  - (a) Serve as an officer of a political party, a member of a national,

state, or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;

- (b) Organize or reorganize a political party organization or political club;
- (c) Directly or indirectly solicit, receive, collect, handle, disburse, or account for assessments, contributions or other funds for a partisan political purpose;
- (d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;
- (e) Take an active part in managing the political campaign of a candidate for public office in a partisan election or a candidate for political party office;
- (f) Become a candidate for, or campaign for, an elective public office in a partisan election;
- (g) Solicit votes in support of or in opposition to a candidate for public office in a partisan election or a candidate for political party office;
- (h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;
- (i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;
- (j) Endorse or oppose a candidate for public office in a partisan

- election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;
- (k) Serve as a delegate, alternate or proxy to a political party convention;
  - (l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan candidate for public office or political party office;
  - (m) Initiate or circulate a partisan nominating position.
- (3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of Ethics connected with a nonpartisan election or a nonpartisan issue of any type.

**Section Twelve.**      **Limitation of Liability.**

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics, and any person acting under the direction of the Board of Ethics.

**Section Thirteen.**      **Advisory Opinion.**

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official's or Employee's conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be

reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law, and the opinions of the Ethics Board shall be made available to the public.

**Section Fourteen.    Complaints.**

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:

- (A) Any person may file a complaint alleging a violation of any of the provisions of this Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s). The person filing the complaint shall verify the complaint by his or her signature thereon. A complaint must be filed within six (6) months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure within six (6) months of the date the alleged violation should have been discovered after due diligence. In the event the Board of Ethics makes an initial determination that a complaint is technically deficient, the Board of Ethics shall submit a list of deficiencies to the complainant and offer the complainant the

opportunity to correct the deficiencies within seven (7) days prior to the complaint being dismissed for technical deficiencies.

- (B) Upon receipt of a complaint alleging misconduct, the County Official or Employee against whom the complaint was filed may reply to the complaint within thirty (30) days, unless such time for reply is extended by the Board of Ethics upon good cause shown. The response of the County Official or Employee must be supported by affidavits based on personal knowledge, must set forth such facts as would be admissible in evidence, and must show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s).
- (C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.
- (D) If the Board of Ethics determines that specific, substantiated evidence from a credible sources(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of

Ethics, and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.

- (E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.
- (F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems necessary to fulfill its obligations under this Ordinance.

**Section Fifteen.**      **Disciplinary Action.**

- (A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
  - (1) Written warning or reprimand;
  - (2) Suspension without pay;
  - (3) Termination of employment; and
  - (4) Repayment to the County of any unjust enrichment.
- (B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
  - (1) Written warning, censure, or reprimand;
  - (2) Removal from office to the extent provided by Georgia law; and
  - (3) Repayment to the County of any unjust enrichment.
- (C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief,

or any other appropriate relief, in the county superior court, or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought within ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the issuance of bonds, notes or other evidences of public obligation under this Ordinance.

- (D) In addition to any other remedy provided herein, upon determination of a violation of this Ordinance, the Board of Ethics may recommend to the Board of Commissioners in writing that any contract, bid, or change order that was the subject of the violation should be cancelled or rescinded. The Board of Commissioners, however, shall retain the discretion to determine whether such a cancellation or rescission would be in the best interest of the County and shall not be bound in any way by a recommendation of the Board of Ethics.
- (E) The Ethics Board may also forward its findings of fact and conclusions of law to the Barrow County District Attorney's Office and/or the Office of the Governor for appropriate action.

**Section Sixteen.**      **Judicial review.**

- (A) Any party against whom a decision of the Board of Ethics is rendered may obtain

judicial review of the decision by writ of certiorari to the superior court of the County. The application for the writ must be filed within thirty (30) days from the date of the written decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.

- (B) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.
- (C) The appellate rights afforded hereunder shall be in lieu of any right to appeal an adverse employment action under the Barrow County Civil Service System, to the extent the County Official or Employee may be subject to the Civil Service System.

## **ARTICLE SIX: MISCELLANEOUS**

### **Section One.            Severability.**

If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

### **Section Two.            Repealer.**

All laws, resolutions, or ordinances or parts thereof that conflict with the provisions of this Ordinance are hereby repealed.

### **Section Three.            Effective Date.**

The effective date of this Ordinance shall be July 1, 2004.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

BARROW COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Jerry Lampp, District 1

\_\_\_\_\_  
William Brown, District 2

\_\_\_\_\_  
Roger Wehunt, District 3

\_\_\_\_\_  
Norma Jean Brown, District 4

\_\_\_\_\_  
David Dyer, District 5

\_\_\_\_\_  
Thad Brasfield, District 7

Attest:

\_\_\_\_\_  
Michelle Sims, Clerk  
Barrow County Board of Commissioners

**COUNTY OF BARROW**

**STATE OF GEORGIA**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, THE BARROW COUNTY ETHICS ORDINANCE, SO AS TO PROVIDE FOR THE APPOINTMENT OF A MEMBER TO THE BOARD OF ETHICS BY THE BOARD OF DIRECTORS OF THE BARROW COUNTY CHAMBER OF COMMERCE RATHER THAN BY THE BARROW COUNTY BAR ASSOCIATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions, and regulations;

**WHEREAS**, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the County;

**WHEREAS**, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

**WHEREAS**, the Barrow County Ethics Ordinance originally provided that one of the five members of the Barrow County Board of Ethics shall be appointed by the Barrow County Bar Association;

**WHEREAS**, the Barrow County Bar Association has reported that it is unable to fulfill its mandate to appoint a member to the Barrow County Board of Ethics;

**WHEREAS**, the Board of Commissioners finds that the Board of Directors of the Barrow County Chamber of Commerce is an appropriate and qualified appointing authority to replace the Barrow County Bar Association by appointing a member to the Barrow County Board of Ethics;

**NOW, THEREFORE**, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY, GEORGIA, that the Barrow County Ethics Ordinance, Article Five, Section One, Subparagraph (A), shall be amended as follows:

BY DELETING THE FOLLOWING LANGUAGE:

**“(A) One appointee of the Barrow County Bar Association;”**

AND REPLACING THE DELETED LANGUAGE WITH THE FOLLOWING LANGUAGE:

**“(A) One appointee of the Board of Directors of the Barrow County Chamber of Commerce;”**

All remaining portions of the Barrow County Ethics Ordinance shall continue in full force and effect, and shall remain unaffected by this amendment.

**Severability.**

It is the express intent of the Barrow County Board of Commissioners that this Ordinance be consistent with both federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Conflicting Ordinances Repealed.**

Any and all Ordinances or parts of Ordinances in conflict herewith shall be, and the same are, hereby repealed.

**Effective Date.**

This Ordinance shall become effective immediately upon passage.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005,  
the public health, safety, and welfare demanding it.

BARROW COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Doug Garrison, Chairman

\_\_\_\_\_  
Jerry D. Lampp, District 1

\_\_\_\_\_  
William J. "Bill" Brown, District 2

\_\_\_\_\_  
James Roger Wehunt, District 3

\_\_\_\_\_  
Norma Jean Brown, District 4

\_\_\_\_\_  
David Dyer, District 5

\_\_\_\_\_  
Ben Hendrix, District 6

ATTEST:

\_\_\_\_\_  
Clerk