



## MEMORANDUM

**To:** Parties Interested in RFP2026-02

**From:** Cindy Clack, Purchasing Analyst

**Date:** July 16, 2025

**Re:** RFP2026-02 On-Call Veterinary Services

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RFP2026-02 is attached for your consideration. Anyone accessing this Request for Proposal from the Barrow County web site is responsible to ensure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. ***This site should be visited frequently to ensure an awareness of any updates.***

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

Thank you.



## **REQUEST FOR PROPOSALS**

### **RFP2026-02**

#### **ON-CALL VETERINARY SERVICES**

**BARROW COUNTY, GEORGIA**

**July 16, 2025**

**DATE OF OPENING: August 14, 2025**

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

**ON-CALL VETERINARY SERVICES  
BARROW COUNTY BOARD OF COMMISSIONERS**

Date: July 16, 2025

**PURPOSE:** The purpose of this request is to provide qualified contractors or companies (hereafter called “vendors”) with sufficient information to enable them to submit a uniform proposal for the County’s review for On-Call Veterinary Services (hereafter called “Services”) required by the Barrow County Board of Commissioners. 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. This proposal will be evaluated and governed according to the Barrow County Purchasing Policy.

**GENERAL:** Barrow County Board of Commissioners is interested in entering into an agreement with a vendor that would provide on-call veterinary services as required by Barrow County Animal Control.

Barrow County Animal Control enforces the county’s animal control ordinances on a county-wide basis including all municipalities. The department responds to complainants regarding stray and nuisance animals, animal cruelty, animal bites, and rabies exposure. The department also provides temporary shelter for stray, unwanted and homeless animals at the 138-unit animal shelter, manages a volunteer program, animal adoption program, and community cat program.

The shelter is staffed Monday-Friday 8am-5pm, Saturday from 8am-2pm and Sunday from 8am-12pm. The shelter is staffed on holidays for the care of the animals and emergency on-call services. There are situations that necessitate the immediate availability of veterinary services such as large scale impounded and/or cruelty.

**OBJECTIVE:** Barrow County Board of Commissioners desires to have On-Call Veterinary Services as required by Barrow County Animal Control located at 616 Barrow Park Court, Winder GA, 30680. The County’s intent is to award a pool of qualified On-Call Veterinary Service Providers to call upon as needed.

**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.

**FIXED & FIRM PRICE:** Vendor shall provide a separate schedule of unit pricing attached to the Barrow County proposal form provided for on-call veterinary services.

**TERM:** It is intended that Barrow County Board of Commissioners will enter into an agreement with a vendor for an initial period ending June 30, 2026, with the option to renew up to four (4) additional one (1) year periods.

**RIGHT TO SUBMITTED MATERIALS:** All responses, inquiries, or correspondence relating to 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 vendor best meets its immediate and long-term objectives. It is the proposed 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 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. **Questions relating to this RFP must be submitted in writing to: Cindy Clack, Purchasing Analyst (email: [cclack@barrowga.org](mailto:cclack@barrowga.org)). Deadline for questions is Monday, August 4, 2025, at 5:00 PM “Local Time”.** All questions submitted by this date will be answered and posted as an addendum on the website [www.barrowga.org](http://www.barrowga.org).

**EVENTS:** The following dates and times apply to this RFP:

1. Issue Request for Proposal – Wednesday, July 16, 2025
2. Deadline for Questions ---Monday, August 4, 2025 (05:00 PM “Local Time”)
3. Proposal Due Date -----Thursday, August 14<sup>th</sup>, 2025 (2:00 PM “Local Time”)
4. Proposal Opening ----- Thursday, August 14<sup>th</sup>, 2025 (2:00 PM “Local Time”)

**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 **“RFP2026-02 On-Call Veterinary 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 plainly marked with **“RFP2026-02 On-Call Veterinary 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  
Abril Olivas, County Clerk's Office  
30 North Broad Street  
Winder, GA 30680

Sealed proposals will be accepted in the Clerk's Office, no later than **2:00 PM “Local Time” Thursday, August 14<sup>th</sup>, 2025.** Proposals will be opened in the Commission Meeting Room on the Second Floor at 30 North Broad Street, Winder, Ga. 30680 at 2:00 PM “Local Time” Thursday, August 14<sup>th</sup>, 2025. 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:

- All pages are to be numbered sequentially and closely follow the requested formats. Page limits to the Proposal Response are as follows:
- **Mandatory** - Letter of Interest and Minimum Qualifications maximum limit of two (2) pages typed and formatted to letter size (8.5” x 11”) paper.
- **Completed Mandatory Scored Questions Technical Qualifications Response Worksheet**
- Electronic Submittals are not allowed.
- **Pricing** – Use the attached “On-Call Veterinary Services Proposal Form” in submitting the unit price schedule to Barrow County.
- **References** – Please complete the attached References Document.
- **Agreement – SERVICES AGREEMENT:** All submitted proposals are to include an **executed** 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. (**Exhibits C and signature page must be executed. Please leave the date of the agreement blank.**)

- Proposer Responsibility to Provide Full Response It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by Barrow County Animal Control.
- The Proposer is to provide all requested materials, forms, and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering.
- During scoring and evaluation (prior to interviews if any), Barrow County Animal Control will rely upon the submitted materials and shall not accept materials from the Proposer after the Proposal Response deadline.

#### **SELECTION PROCESS:**

All Responses that meet qualifications will move forward to be reviewed by the Response Committee. The Proposal Evaluation Response Committee will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Category Points	100
Experience and Qualifications	80
Project Pricing	20

**DOCUMENTS:** The following are included in this “Request for Proposal”:

- Memo (1 Page)
- Request For Proposal (8 Pages)
- Mandatory Scored Questions Technical Qualifications Response Worksheet (2 Pages)
- Proposal Form (1 Page)
- References Document (1 page)
- Agreement (17 Pages)
- Ethics Ordinance (30 Pages)

TOTAL NUMBER OF PAGES INCLUDED IN RFP2026-02: **60** PAGES

#### **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 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 informality or technicality relative to any or all proposals.

Where two or more vendors are deemed equal, the County reserves the right to make the award to one of the vendors. 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 from Barrow County.

**Public Reading:** Bid openings are open to the public. Bidders are not required to attend but may do so. The Issuing Officer named herein will open and publicly read all proposer's company names and location on the date, time and address above.

**ADDENDA:** If needed and in the best interest of the County, Owner may make modifications to the RFP, drawings, and plans, including extension of the bidding period, by a formal written addendum and publicly posted on the County website. All addenda must be signed by the bidder and returned with the bid packet.

**REQUEST FOR CLARIFICATION:** The County reserves the right to request clarification of information submitted though a written Request-For-Clarification. The County may also request in-person or virtual presentations, interviews, and may choose to enter into negotiations with potential bidders as needed.

**Bid Response:** The County considers a bid response as an irrevocable offer, good for a period of one-hundred and twenty (120) days from submission. Furthermore, the County reserves the right to reject all proposals, in full or partial, and to negotiate fees, conditions, or other terms with the respondent submitting the overall best scored proposal. Furthermore, the County may cancel the RFP in its entirety if in the best interest of the County. The County may waive nonmaterial irregularities, informalities, and errors and seek clarification of such.

**OBJECTIONS:** All questions regarding the Scope of Services should be included in the response to the Proposal. If there are no written objections, then Owner will take this as an affirmative acceptance of the Scope of Services as it is presented.

**Bid Rejection:** The County reserves the right to reject all proposals, in full or in part, and to negotiate fees, conditions, or other terms with the Bidder submitting the overall best scored proposal.

**VALIDATION:** Barrow County requires that bidders provide a cover letter with a signature by an officer of the firm with the submittal to ensure its originality.

**BID RETENTION:** The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of contract is awarded or not. The County shall have the right to waive any informality or irregularity of immaterial deviation, omissions and clerical errors in any bid received.

**Mandatory Documents:** Bidders must complete and return all forms and documents entitled ‘Mandatory’ with the bid proposal. Failure to do so may deem the proposal non-responsive and the County may not evaluate it for award.

**AWARD PROCESS:** The County reserves the option to reject any or all bids, in whole-or-in-part, or to select any bidder to complete the described Service. The County will not make an award of contract solely based on the lowest bid, but also on approach, references, qualifications and other subjective criteria as the County may deem necessary and determined at its sole discretion. Bidders should respond with their best offer, however, the County reserves the right to issue a request for a “Best and Final Offer”, if in the best interest of the County.

**NON-COLLUSION REQUIREMENT:** (aka Cone-of-Silence): Bidders must not have contact of any nature with other bidders, County staff members, elected officials, nor County Commissioners during this RFQ/P evaluation process. The County may deem such as collusion and thus render the submission in violation of the Official Code of Barrow County and therefore the County may render the proposal as non-responsible and not evaluate the proposal for an award.

By submitting a proposal, the bidder represents and warrants that no official or employee of Barrow County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

**OPEN RECORDS:** All documents, communication, and proposals fall under the Georgia Open Records Act and are subject to disclosure to an Open Records request.

**TAXES:** The County is exempt from State of Georgia Sales and Use Tax. A Certificate of Exemption will be made available upon request to the Service Providers awarded.

**ADDITIONAL GENERAL TERMS AND CONDITIONS:**

- A. The County reserves the right to conduct any review it may deem advisable to assure services conform to the specifications, and
- B. Prospective firms, including all officers, must not be, or have been, barred by any Federal, State, or Local authority, and
- C. Not be, or have been, in any legal suit for negligence, willful misconduct, fraud or otherwise malpractice charges, and
- D. Be legally able to conduct business in the State of Georgia, and
- E. Who has not abandoned a project or an engagement or otherwise been terminated for non-performance or subpar performance, and
- F. Must not be under an enforcement action for related investigation pending by a professional or regulatory group.

**SCOPE OF WORK**

- 1. Euthanasia

- a. Provide training Barrow County Animal Control Officer and provide documentation of training in humane euthanasia procedures as required by the State of Georgia
- b. Assist with decapitations of rabies suspect animals for submission to the state laboratory
- c. Completing and submitting required forms for ordering euthanasia solutions
- d. Documentation and disposal of empty bottles of euthanasia solutions and injectable tranquilizers
- e. Maintain the proper license to maintain good standing with the Drug Enforcement Agency and Georgia Department of Agriculture.

2. Shelter Policy

- a. Provide consultation as needed on individual cases and general issues regarding the Barrow County Animal Control shelter and policies
- b. Provide medical oversight and protocols for shelter operations

3. Legal Cases

- a. Provide written and/or photographic evidence of medical conditions, body scores and injuries
- b. Assist with documentation and triage of large-scale impound situations.
- c. Provide testimony in court proceedings when required in trials.

4. Medical and Surgical Services

- a. Clinical space should be maintained in such a manner to provide clean and sanitary environment
- b. Staff should be sufficient to provide daily spay and neuter services and well visits (approximately 1 hour)
- c. Provide Health Certificates for interstate travel; Must have the ability to provide the online CVIs through Global Vet Link
- d. Provide treatment and Diagnostics for any medical issues that arise during or after the stray hold
- e. Provide documentation of surgical procedures, medical procedures, and vaccination records
- f. Perform minor surgeries as permissible by equipment and supplies
- g. Ordering medical supplies for use by Barrow County Animal Control
- h. Perform Heartworm testing and treatment
- i. Provide Spay and Neuter Services (5 days a week) Minimum 10-15 surgeries per day. Surgeries should include the following.
  - 1. Physical Exam
  - 2. Inhalant Anesthesia and/or Injectable sedatives
  - 3. Vital Sign Monitoring
  - 4. Sterilization
  - 5. Rabies vaccination
  - 6. Distemper/Parvo Vaccinations
  - 7. Implantation of Microchip
  - 8. Sterilization

# RFP2026-02 On-Call Veterinary Services

## MANDATORY SCORED QUESTIONS

### TECHNICAL QUALIFICATIONS RESPONSE WORKSHEET

<b>Bidder's company name:</b>		
These Mandatory Scored Questions are to detail your qualifications and experience. Do not include cost on this evaluation worksheet. Use the separate Mandatory Cost Worksheet to list cost. Each question is worth up to 10 points for a maximum available 80 points. Each question is weighted and will be scored for completeness, technical abilities, and qualifications. Provide enough detail to answer the questions. Apparent winner(s) may be invited to interview, preform demonstrations, or asked to enter into further negotiations. Answer in the cells provided, or use additional pages and attach as needed.		
No.	Question	Answer
1	<p>Describe your approach to providing Euthanasia/Training</p> <p>(1) Describe how you will provide training to Barrow County Animal Control Officer and provide documentation of training in humane euthanasia procedures as required by the State of Georgia</p> <p>(2) Assist with decapitations of rabies suspect animals for submission to the state laboratory</p> <p>(3) Completing and submitting required forms for ordering euthanasia solution</p> <p>(4) Documentation and disposal of empty bottles of euthanasia solutions and injectable tranquilizers</p> <p>(5) Maintain the proper license to maintain good standing with the Drug Enforcement Agency and Georgia Department of Agriculture.</p>	
2	<p>Detail how you complete and submit required forms for ordering euthanasia solution and documentation and disposal of empty bottles of euthanasia solutions and injectable tranquilizers.</p>	
3	<p>Describe your consultation services as needed on individual cases and general issues regarding the BCAC shelter and policies. How will you provide medical oversight and protocols for shelter operations</p>	

4	<p>Describe your approach to the Treatment of Stray Animals including investigation, examination, photographic and written documentation of evidence.</p>	
5	<p>Describe your approach to Medical and Surgical Services. How will you perform the following services; Maintained to provide a clean and sanitary environment. Provide Health Certificates for interstate travel.</p> <p>Ability to provide the online CVIs through Global Vet Link. Provide treatment and Diagnostics for any medial issues that arise during or after the stray hod. Provide documentation of surgical procedures, medical procedures and vaccination record.</p>	
6	<p>Provide your resume, licenses and additionally any staff that may be performing services.</p>	
7	<p>Detail how you will staff the County's Animal Shelter during all working hours. The shelter is open Monday-Friday 8am-5pm. There are situations that necessitate the immediate availability of veterinary services such as large scale impounded and/or cruelty. Would your staff be available for such situations?</p>	
8	<p>Has your company ever been terminated for unsatisfactory results, breach or default of any contract? If so, please explain.</p>	



## **PROPOSAL FORM**

### **RFP2026-02 On-Call Veterinary Services**

**PROPOSALS ARE DUE BY 2:00 P.M. "Local Time", August 14 2025.**  
**to Barrow County Board of Commissioners**  
**Abril Olivas, County Clerk's Office**  
**30 North Broad Street**  
**Winder, Georgia 30680**

Having thoroughly reviewed the RFP documents, I/We propose to provide on-call veterinary services per the scope of work & requirements of this Request for Proposal (RFP2026-02). I / We offer the following proposal:

Per Scope of Work	Fee Schedule	Comments (If Any)
On-Call Veterinary Services	Attach Unit Price Schedule	

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Signature-When signed, this proposal is legal and binding to the Barrow County Board of Commissioners and acknowledges that ALL Specifications, Terms and Conditions and/or instructions to Bidders have been read and understood).

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email Address)

#### **ADDENDUM ACKNOWLEDGMENT**

Addendum # 1 \_\_\_\_\_ Addendum # 2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_

**REQUEST FOR PROPOSALS  
RFP2026-02**

**ON-CALL VETERINARY SERVICES**

**REFERENCES – AGENCIES YOU HAVE PROVIDED SIMILAR SERVICES  
(PROVIDE 3 REFERENCES)**

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_  
\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_  
\_\_\_\_\_

**Project:** \_\_\_\_\_ **Value:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

**Contact Person:** \_\_\_\_\_

**Contact Title, Phone No., & Email Address:** \_\_\_\_\_  
\_\_\_\_\_

## **PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL VETERINARY SERVICES**

**THIS AGREEMENT** is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **BARROW COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners (“County”), and \_\_\_\_\_, (“Service Provider”), collectively referred to as the “Parties.”

### **WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Service Provider to provide certain services generally described as on-call veterinarian services; and

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

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

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

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

**NOW, THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

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

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

The project is described as on-call veterinarian services.

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

The Work to be completed under this Agreement (the “Work”) consists of on-call veterinary services in accordance with the Scope of Work attached as Exhibit “A” hereto and incorporated herein by reference.

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

Service Provider warrants and represents that it will perform its services in a prompt and timely manner. The term of this Agreement shall commence as of the date first written above

and shall end on June 30, 2026. This Agreement shall automatically renew for up to four (4) additional one (1) year terms, unless earlier terminated as provided for herein.

## **II. COMPENSATION AND METHOD OF PAYMENT**

**A.** County agrees to pay the Service Provider for the Work performed and costs incurred by Service Provider upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Service Provider upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis. The County shall pay the Service Provider within thirty (30) days after approval of the invoice by County staff.

**B.** The compensation for Work performed shall be based upon the agreed to fee schedule included in the Service Provider's Unit Pricing Proposal attached as Exhibit "B."

## **III. COVENANTS OF SERVICE PROVIDER**

### **A. Expertise of Service Provider**

Service Provider accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage a veterinarian with the requisite capacity, experience, and professional skill and judgment to perform the Work in a timely and competent fashion.

### **B. County's Reliance on the Work**

Service Provider acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Service Provider and therefore, the County bears no responsibility for Service Provider's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Service Provider's performance.

### **C. Service Provider's Representative**

\_\_\_\_\_ is the Service Provider's primary representative with respect to the Work.

### **D. Assignment of Agreement**

Service Provider covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County, which consent shall be within the County's sole and absolute discretion. As to any approved subcontractors, the Service Provider shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

## **E. Responsibility of Service Provider and Indemnification of County**

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

## **F. Independent Contractor**

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

## **G. Insurance**

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

The Service Provider 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 Service Provider, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

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

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

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

### **(3) Deductibles and Self-Insured Retentions:**

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

### **(4) Other Insurance Provisions:**

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

#### **(a) General Liability Coverage.**

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Service Provider and premises owned, leased, or used

by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

- (ii) The Service Provider's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Service Provider's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Service Provider for the County.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Verification of Coverage:

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

(6) Subcontractors:

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(7) Claims-Made Policies:

Service Provider shall extend any claims-made insurance policy for at least three (3) years after termination or final payment under the Agreement, whichever is later.

(8) County as Additional Insured and Loss Payee:

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

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

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

- (1) the Service Provider shall provide evidence on County-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Service Provider's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program,

of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, **or**

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

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

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

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

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

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

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

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

## **I. Records, Reports and Audits**

### **(1) Records:**

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

### **(2) Reports and Information:**

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

### **(3) Audits and Inspections:**

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records

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

**J. Conflicts of Interest**

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

**K. Confidentiality**

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

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

**L. Licenses, Certifications and Permits**

The Service Provider covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Service Provider by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement, including but not limited to any and all licensing required under the Georgia Veterinary Practice Act (O.C.G.A. § 43-50-1 et seq.). All work performed by Service Provider under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

**M. 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 Service Provider agrees that, during performance of this Agreement, Service Provider, 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, Service Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

#### **IV. COVENANTS OF THE COUNTY**

##### **A. County's Representative**

**Jaclyn Nguyen, Director of Barrow County Animal Control**, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

#### **V. TERMINATION**

**A.** Notwithstanding anything herein to the contrary, the County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date.

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

**C.** The rights and remedies of the County and the Service Provider provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

#### **VI. NO PERSONAL LIABILITY**

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Service Provider or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Service Provider or successor or on any obligation under the terms of this Agreement. Likewise, Service Provider's performance of services under this Agreement shall not subject Service Provider'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 Service Provider 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 between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This

Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

### **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, provided that no party may assign this Agreement without prior written approval of the other party.

### **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. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia.

### **X. CAPTIONS AND SEVERABILITY**

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

### **XI. OCCUPATIONAL TAX CERTIFICATE**

Service Provider must provide a current occupational tax certificate prior to commencement of the services to be provided hereunder.

### **XII. NOTICES**

#### **A. Communications Relating to Day-to-Day Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between Jaclyn Nguyen for the County and \_\_\_\_\_ for the Service Provider.

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

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

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

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

**NOTICE TO THE SERVICE PROVIDER** shall be sent to:

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

**XIII. WAIVER OF AGREEMENT**

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

**XIV. NO THIRD PARTY RIGHTS**

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

**XV. SOVEREIGN IMMUNITY**

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

**XVI. FORCE MAJEURE**

Neither the County nor Service Provider 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 Service Provider; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

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

Approved as to form:

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County Attorney

**SERVICE PROVIDER:**

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SIGNED, SEALED, AND DELIVERED  
in the presence of:

---

Witness

---

Notary Public

[NOTARY SEAL]

My Commission Expires:

**BARROW COUNTY**

By: \_\_\_\_\_  
Pat Graham, Chairman

[COUNTY SEAL]

Attest:

---

Abril Olivas, Clerk

**Exhibit A**

**Scope of Work**

**EXHIBIT B**  
**SERVICE PROVIDER'S UNIT PRICING PROPOSAL**

## **EXHIBIT C**

### **STATE OF GEORGIA COUNTY OF BARROW**

#### **CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

---

Federal Work Authorization User  
Identification Number

---

Date of Authorization

---

Name of Contractor

---

Name of Project

---

Name of Public Employer

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

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Signature of Authorized Officer or Agent

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Printed Name and Title of Authorized  
Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 202\_\_.

---

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

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## **EXHIBIT D**

**STATE OF GEORGIA  
COUNTY OF BARROW**

### **SUBCONTRACTOR AFFIDAVIT**

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

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

---

Federal Work Authorization User  
Identification Number

---

Date of Authorization

---

Name of Subcontractor

---

Name of Project

---

Name of Public Employer

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

---

Signature of Authorized Officer or Agent

---

Printed Name and Title of Authorized  
Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 202\_\_.

---

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

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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 protection 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 of 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 no 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 person, 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 employments 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 by the Board of Directors of the Barrow County Chamber of Commerce.
- (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 meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. 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.

- (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 the 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 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;
- (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 affidavits(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 source(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 evidence 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, resolution, or ordinances or parts thereof that conflict with the provisions of this Ordinance are repealed.

### Section Three.

### Effective Date.

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

## **AMENDED:**

Article Five, Section 1, Subparagraph (A) January 25, 2005

Article Five, Section 6, Subparagraph (C) January 8, 2008