AGENDA

REGULAR SCHEDULED MEETING OF
THE GOVERNING AUTHORITY
OF WALKER COUNTY, GEORGIA

Walker County Courthouse Annex III, 201 S Main Street
LaFayette, Georgia 30728

Date: Thursday, November 29, 2018

Time: Immediately following the Public Hearing beginning at 6:00 PM

Invocation and Pledge to the American Flag and Georgia Flag was completed in the Public Hearing prior to the Regular Scheduled Meeting

Open of the Regular Commissioner Business Meeting

Minutes: Approval of the minutes from the Regular Commissioner's Meeting on November 8, 2018 and the Special Called Commissioner's Meeting on November 21, 2018

New Business:

I. Approval of Purchase Order 2019-00000131 for Sheriff's Office (Courthouse Security Capital Upgrade)

II. Approval of Purchase Order 2019-00000163 for Walker County Landfill (Brush Chipping)

III. Resolution R-045-18 to authorize the filing of an application with the Georgia Department of Transportation and United States Department of Transportation for a Public Transportation Assistance grant under Title 49 U.S.C., Section 5311

IV. Resolution R-046-18 to award the contract for Walker County Local Maintenance Asphalt Resurfacing Project 2018-02 (Diamond Circle)

V. Resolution R-047-18 to declare property of the Walker County Sheriff's Office unserviceable surplus and removed from the County inventory

VI. Acceptance of Homeland Security Grant Agreement for Walker County Emergency Management Agency

VII. Application for Re-Zoning Amendment - Richard Fryar requests a rezone from C-1/R-2 (Commercial/Residential) to C-1 (Commercial) for property located at 0 N. Hwy 27, LaFayette, GA 30728. Tax map: 0-329-2-020 ***(Planning Commission recommends approval)***

Adjournment: The Regular Scheduled Meeting will be adjourned

Open Discussion: The business on the Agenda being completed, Commissioner Whitfield will open the floor for general discussion

The next regular scheduled Commissioner's Meeting will be held on December 13, 2018.

Walker County Governmental Authority
Office of the Commissioner
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437
Minutes of the Regular Scheduled Commissioner's Meeting
November 8, 2018

I. Call to order

Commissioner Whitfield called to order the Regular Scheduled Meeting of the Walker County Government. This meeting was held at Walker County Courthouse Annex III, 201 S Main Street, LaFayette, Georgia at 6:06 PM on November 8, 2018

II. Attendees

The following persons were present: Commissioner Shannon Whitfield, Economic and Community Development Director Robert Wardlaw, Public Relations Director Joe Legge, Chief Financial Officer Greg McConnell, Landfill Manager Paine Gily, County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. Invocation:

Given by Commissioner Shannon K. Whitfield

IV. Pledge:

Commissioner Whitfield led the Pledge to both the United States Flag and the Georgia Flag

V. Approval of Minutes

Commissioner Whitfield approved the minutes from the Regular Scheduled Commissioner's Meeting on October 25, 2018.

VI. Open of the Regular Scheduled Meeting

New Business:

i. Commissioner Whitfield read and adopted the Proclamation of Walker County proclaiming November as National Hospice Month

ii. Commissioner Whitfield read and adopted Resolution R-044-18 appointing Eddie Upshaw to Lookout Mountain Community Service's Board

iii. Commissioner Whitfield discussed the Acceptance of Federal Victims of Crime Act Assistance (VOCA) subgrant from the Georgia Criminal Justice Coordinating Council for FY 2019, this is annual paperwork and he asked Chief Financial Officer Greg McConnell if anything had changed regarding this grant from last year. Mr. McConnell answered no.

iv. Commissioner Whitfield explained the Transit Program Sub recipient Contract FY2019 was also an annual grant that must be completed for reimbursement as well. All of this required paperwork must be completed for the grants to be completed.

v. Commissioner Whitfield reviewed the Walker County Departmental Statistics for October 2018

Commissioner Whitfield explained that before adjourning he had an informational item for discussion.

Informational:

Commissioner Whitfield explained of the bid proposal - Walker County Local Maintenance Asphalt Resurfacing Project 2018-02 (Diamond Circle)

VII. Adjournment

Commissioner Whitfield adjourned the meeting at 6:43 PM

VIII. Public Comment

{Audio Recording of Commissioner's Meeting comments is on file in the Commissioner's Office – 18-11-08}

IX. Commissioner Comments

{Audio Recording of Commissioner's Meeting comments is on file in the Commissioner's Office – 18-11-08}

Minutes approved by:

_____ _____

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Walker County Governmental Authority
Office of the Commissioner
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437
Minutes of the Special Called Meeting
November 21, 2018

I. Call to order

Commissioner Whitfield called to order the Special Called Meeting of the Walker County Government. This meeting was held at Walker County Commissioners Office, 101 S. Duke Street, LaFayette, Georgia at 12:00 PM on November 21, 2018

II. Invocation:

Given by Commissioner Shannon K. Whitfield

III. Pledge:

Commissioner Whitfield led the Pledge to both the United States Flag and the Georgia Flag

IV. Attendees

The following persons were present: Commissioner Shannon Whitfield, Payroll Clerk Tabi Cantrell, Public Relations Director Joe Legge, Public Works Director Carlen Bowers and County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

V. Open of the Special Called Meeting

I. Commissioner Whitfield explained the bids were in no particular order and the first sealed bid packet opened was from Northwest Georgia Paving, Inc. and was received on November 21, 2018 at 11:37 AM. The bid price for Item 19 mm asphalt patching, including milling ± 2 inches, Unit TN, Quantity 400, Unit Price $125.00, Total $50,000.00

Item 9.5 mm limestone asphalt including tack coat (Type I), Unit TN, Quantity 1,680, Unit Price $116.00, Total $194,880.00, Complete Total $244,880.00

II. The second sealed bid packet was from C.W. Matthews Contracting CO., Inc. and was received on November 21, 2018 at 11:10 AM. The bid price for Item 19 mm asphalt patching, including milling ± 2 inches, Unit TN, Quantity 400, Unit Price $250.00, Total $100,000.00. Item 9.5 mm limestone asphalt including tack coat (Type I), Unit TN, Quantity 1,680, Unit Price $145.00, Total $243,600.00, Complete Total was $343,600.00

III. The third sealed bid packet was from Talley Construction Co., Inc and was received on November 21, 2018 at 10:33 AM. The bid price for Item 19 mm asphalt patching, including milling ± 2 inches, Unit TN, Quantity 400, Unit Price $120.00, Total $48,000.00. Item 9.5 mm limestone asphalt including tack coat (Type I), Unit TN, Quantity 1,680, Unit Price $105.50, Total $177,240.00, Complete total $225,240.00.

IV. The fourth sealed bid packet was from Bartow Paving Company, Inc and was received on November 20, 2018 at 3:50 PM. The bid price for Item 19 mm asphalt patching, including milling ± 2 inches, Unit TN, Quantity 400, Unit Price $141.21.00, Total $56,484.00. Item 9.5 mm limestone asphalt including tack coat (Type I), Unit TN, Quantity 1,680, Unit Price $106.46 Total $178,852.80.00, Complete Total $235,336.80

VI. Adjournment

Commissioner Whitfield adjourned the meeting at 12:09 PM

VII. Public Comment

{Audio Recording of Commissioner's Meeting comments is on file in the Commissioner's Office – 18-11.21}

VIII. Commissioner Comments

{Audio Recording of Commissioner's Meeting comments is on file in the Commissioner's Office – 18-11.21}

Minutes approved by:

_____ _____

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

SHIP TO
WALKER COUNTY SHERIFF'S OFFICE
105 S DUKE ST.
LA FAYETTE, GA 30728

BILL TO
WALKER COUNTY SHERIFF'S OFFICE
P.O. BOX 767
LA FAYETTE, GA 30728

PURCHASE ORDER NO. 2019-00000131

DATE 11/28/2018

VENDOR 56674 DSI SECURITY SYSTEMS

CONTACT
DSI SECURITY SYSTEMS
31 POTEET DRIVE
CHICKAMAUGA, GA 30707

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Miller, Murlyne
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Other Equipment - Upgrade DVR Ir Eyeball Cameras VGA to Comp Conv Module	$19,824.2000	$19,824.20

TOTAL DUE $19,824.20

APPROVED BY

SPECIAL INSTRUCTIONS

SHIP TO
WALKER COUNTY LANDFILL
5120 NORTH MARBLE TOP ROAD
CHICKAMAUGA, GA 30707

BILL TO
WALKER COUNTY LANDFILL
5120 NORTH MARBLE TOP ROAD
CHICKAMAUGA, GA 30707

PURCHASE ORDER NO. 2019-00000163

DATE 11/28/2018

VENDOR 1316 BIG WOODY'S TREE SERVICE LLC

CONTACT
BIG WOODY'S TREE SERVICE LLC
4018 ALABAMA ROAD
APISON, TN 37302

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Teresa Jackson
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Technical Services - Brush Chipping	$25,000.0000	$25,000.00

TOTAL DUE $25,000.00

APPROVED BY

SPECIAL INSTRUCTIONS

RESOLUTION R-045-18

A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER TITLE 49 U.S.C., SECTION 5311

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Walker County, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

THEREFORE, BE IT RESOLVED by the Sole Commissioner of Walker County, Georgia, hereinafter referred to as the "Applicant",

1. That Greg McConnell, hereinafter referred to as the "Official" is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.

2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.

4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2020 as listed in this grant application and General Operating Guidelines as illustrated in the *Georgia State Management Plan.*

7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

SO RESOLVED AND ADOPTED this 29th day of November, 2018.

WALKER COUNTY, GEORGIA

_____

SHANNON K. WHITFIELD
Sole Commissioner

Signed, sealed and delivered this _____day of _____, 2018 in the presence of

_____
Witness

_____
Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting (_____) of (_____) *(Title of Certifying/Attesting Official)(Applicant's Legal Name)* certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on _____, 2018.

_____
Name of Certifying/Attesting Officer **(Seal)**

_____
Title of Certifying/Attesting Officer

RESOLUTION R-046-18

A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO AWARD A ROAD PAVING PROJECT FOR DIAMOND CIRCLE

WHEREAS, O.C.G.A. § 32-4-68 (a) provides that where a contract has been let for bid, the county, by resolution entered in its minutes, shall award the contract to the lowest reliable bidder, provided that the county shall have the right to reject any and all such bids; and

WHEREAS, Walker County, Georgia, let for bid a road paving project for Diamond Circle; and

WHEREAS, among the four bidders, three bidders completed a site visit with the Public Works Director or designee, as required by the contract documents and terms of the award; and

WHEREAS, among the three bidders who fully complied with the requirements for bidding, Talley Construction presented the lowest bid.

THEREFORE, BE IT RESOLVED by the Sole Commissioner of Walker County, Georgia that the contract for paving Diamond Circle is hereby awarded to Talley Construction for the amount specified in Talley Construction's bid packet.

SO RESOLVED AND ADOPTED this 29th day of November, 2018.

ATTEST:

WALKER COUNTY, GEORGIA

_____

REBECCA WOODEN, County Clerk

_____

SHANNON K. WHITFIELD, Sole Commissioner

WALKER COUNTY PROPOSAL FEE FORM

SCOPE OF WORK: **Patching, asphalt overlay with tack coat and levelling according to the proposal fee form items page, with additional patching and leveling of Diamond Circle.**
LOCATION: Walker County, Georgia

The unit prices listed below cover the cost of work and materials in place, including all materials, equipment, labor, taxes, supervision, layout, overhead and profit, maintenance and guarantee to render the same complete. Walker County will be responsible for hauling millings from the site. Because of uncertainties in milling and rock, ANY UNUSED QUANTITIES WILL NOT BE CHARGED TO WALKER COUNTY.

No.	Item	Unit	Quantity	Unit Price	Total
10	19 mm asphalt patching including milling ± 2 inches	TN	400	$ 120.00	$ 48,000.00
20	9.5 mm limestone asphalt including tack coat (Type I)	TN	1,680	$ 105.50	$ 177,240.00

(AC = Acre, SY = Square Yard, LM = Linear Mile, EA = Each, CY = Cubic Yard, TN = Ton)
THIS PROPOSAL SHALL REMAIN EFFECTIVE FOR 30 DAYS.

COMPANY NAME: TALLEY CONSTRUCTION CO., INC

ADDRESS: 1751 McFARLAND AVE. ROSSVILLE, GA 30741

CONTACT: SCOTT SAMPLES CELL: 423-421-0734

EMAIL: SSAMPLES@TALLEYCONSTRUCTION.NET

WALKER COUNTY PROPOSAL FEE FORM

SCOPE OF WORK: **Patching, asphalt overlay with tack coat and levelling according to the proposal fee form items page, with additional patching and leveling of Diamond Circle.**

LOCATION: Walker County, Georgia

The unit prices listed below cover the cost of work and materials in place, including all materials, equipment, labor, taxes, supervision, layout, overhead and profit, maintenance and guarantee to render the same complete. Walker County will be responsible for hauling millings from the site. Because of uncertainties in milling and rock, ANY UNUSED QUANTITIES WILL NOT BE
CHARGED TO WALKER COUNTY.

No.	Item	Unit	Quantity	Unit Price	Total
10	19 mm asphalt patching including milling ± 2 inches	TN	400	$141.21	$56,484.00
20	9.5 mm limestone asphalt including tack coat (Type I)	TN	1,680	$106.46	$178,852.80

(AC = Acre, SY = Square Yard, LM = Linear Mile, EA = Each, CY = Cubic Yard, TN = Ton) THIS PROPOSAL SHALL REMAIN EFFECTIVE FOR 28 DAYS.

COMPANY NAME: BARTOW PAVING COMPANY, INC.

ADDRESS: P.O. BOX 2045

CONTACT: BRIAN BULLOCK CELL: 678-988-0084

EMAIL: BRIAN@BARTOWPAVING.COM

Brian Bullock

WALKER COUNTY PROPOSAL FEE FORM

SCOPE OF WORK: **Patching, asphalt overlay with tack coat and levelling according to the proposal fee form items page, with additional patching and leveling of Diamond Circle.**
LOCATION: Walker County, Georgia

The unit prices listed below cover the cost of work and materials in place, including all materials, equipment, labor, taxes, supervision, layout, overhead and profit, maintenance and guarantee to render the same complete. Walker County will be responsible for hauling millings from the site. Because of uncertainties in milling and rock, ANY UNUSED QUANTITIES WILL NOT BE CHARGED TO WALKER COUNTY.

No.	Item	Unit	Quantity	Unit Price	Total
10	19 mm asphalt patching including milling ± 2 inches	TN	400	$ 125.00	$ 50,000.00
20	9.5 mm limestone asphalt including tack coat (Type I)	TN	1,680	$ 116.00	$ 194,880.00
				Total	$244,880.00

(AC = Acre, SY = Square Yard, LM = Linear Mile, EA = Each, CY = Cubic Yard, TN = Ton)
THIS PROPOSAL SHALL REMAIN EFFECTIVE FOR 60 DAYS.

COMPANY NAME: Northwest Georgia Paving, Inc.

ADDRESS: PO Box 578, Calhoun, GA 30703-0578

CONTACT: Bryan Roberts CELL: 770-547-4028

EMAIL: broberts@nwgpinc.com

WALKER COUNTY PROPOSAL FEE FORM

SCOPE OF WORK: **Patching, asphalt overlay with tack coat and levelling according to the proposal fee form items page, with additional patching and leveling of Diamond Circle.**
LOCATION: Walker County, Georgia

The unit prices listed below cover the cost of work and materials in place, including all materials, equipment, labor, taxes, supervision, layout, overhead and profit, maintenance and guarantee to render the same complete. Walker County will be responsible for hauling millings from the site. Because of uncertainties in milling and rock, ANY UNUSED QUANTITIES WILL NOT BE CHARGED TO WALKER COUNTY.

No.	Item	Unit	Quantity	Unit Price	Total
10	19 mm asphalt patching including milling ± 2 inches	TN	400	$ 250.00	$100,000.00
20	9.5 mm limestone asphalt including tack coat (Type I)	TN	1,680	$ 145.00	$ 243,600.00

(AC = Acre, SY = Square Yard, LM = Linear Mile, EA = Each, CY = Cubic Yard, TN = Ton)
THIS PROPOSAL SHALL REMAIN EFFECTIVE FOR 90 DAYS.

COMPANY NAME: C. W. MATTHEWS CONTRACTING CO., INC.

ADDRESS: 1600 Kenview Drive, Marietta, Georgia 30060

CONTACT: Michael Kleuckling, Vice President CELL: 404-277-3637

EMAIL: mikek@cwmatthews.com

Total Bid: $ 343,600.00

C.W. MATTHEWS CONTRACTING CO. MARIETTA GA
CORPORATE SEAL

Miss Sherri because Miss Sherri was surely "happy."

During our session ıe doctors asked our t comedian why she she was in the hospi- ri replied with a funny ıt and the room shook ghter.

't laugh. I was sitting :om her in my rock- r when I raised my Do you have a com- mn?" asked a nurse. ," I replied while still ocking.

mly lit room quieted, ced straight into Sher- ly words made her cry and then as if the sky opened, she spilled her story in front of all. She finally came out of her self-imposed exile and into an accepting world where she could still be funny but be the real Sherri. She had work to do, but I hope wherever she is today she is truly happy.

As we left the room, a psychiatrist stopped me. "Lynn, I'll bet you have been told many times that you are too sensitive, right?" I laughed, and replied, "Yes, it is a curse!"

"No," he replied, "it is a gift."

From that moment on I decided not to be afraid of speaking and trying to save another from the despair of His will even when we must travel down winding roads that make no sense.

Lynn Gendusa, an author at LaGrange Daily News, can be reached by email at lynngendusa@noemail.com.

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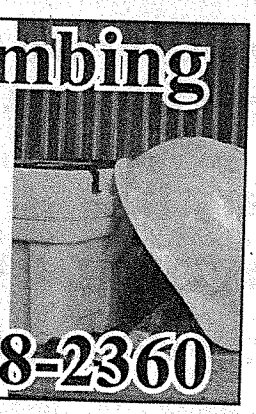

ıll 423-488-2360

Levie
Family Dentistry
est. 1943

201 E. Villanow St.
LaFayette, GA 30728
706-638-2784
LevieFamilyDentistry.com

. Levie, DDS

lways Accepting New Patients

Walker County Local Maintenance Asphalt Resurfacing Project 2018-2

Walker County GA local government is soliciting competitive sealed bids from qualified contractors for a project consisting of patching and asphalt overlay with tack coat on Diamond Circle, located north of West Reed Road, totaling approximately 1.1 mile of county road.

The time allowed for performance will be until December 31, 2018.

The term and time of the payment from TSPLOST and LMIG funding for the project is within ten business days of completion of the project. A proposal guaranty of five percent of the amount of the bid is required.

Bidding documents, including specifications, can be obtained online at walkercountyga.gov/public-notices or at the Walker County Commissioner's office, located at 101 S Duke Street, LaFayette, GA beginning at 12:00 noon on November 7, 2018.

Bids should be typed or printed and submitted in the lobby of the Walker County Commissioner's office, located at 101 S Duke Street, LaFayette, GA. Bidding will remain open until 11:59 a.m. on November 21, 2018. Bids received after the designated time will not be considered. The OWNER of the project is WALKER COUNTY.

Sealed bids will be opened in public at 12:00 noon on November 21, 2018, at a special called meeting of the Sole Commissioner of Walker County. Public Meeting will be held in the Walker County Commissioner's Office at 101 S Duke Street, LaFayette, GA.

Contract will be awarded at the Sole Commissioner's regular meeting at 6:00 p.m. on November 29, 2018. Public Meeting will be held in the Walker County Courthouse Annex III, 201 S Main Street, LaFayette, GA

All bids will remain subject to acceptance for fifteen days after the day of the bid opening.

Walker County government reserves the right to reject any and all bids.

RESOLUTION R-047-18

A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO DECLARE PROPERTY OF THE WALKER COUNTY SHERIFF'S OFFICE UNSERVICEABLE SURPLUS AND REMOVE FROM THE COUNTY INVENTORY

WHEREAS, O.C.G.A. § 36-9-2 provides that the county governing authority shall have the control of all property belonging to the county and may, by order entered on its minutes, direct the disposal of any real property which may lawfully be disposed of and make and execute good and sufficient title thereof on behalf of the county; and

WHEREAS, the Sheriff has requested the property listed on Exhibit A be deemed unserviceable surplus and further requests that the property be removed from the County inventory;

THEREFORE, BE IT RESOLVED by the Sole Commissioner of Walker County, Georgia that the property listed in Exhibit A attached hereto, and made a part hereof, be hereby declared unserviceable and destroyed forthwith.

SO RESOLVED AND ADOPTED this 29th day of November, 2018.

ATTEST: **WALKER COUNTY, GEORGIA**

_____ _____

REBECCA WOODEN, County Clerk **SHANNON K. WHITFIELD, Sole Commissioner**

Exhibit A

MEMO

To: Walker County Commissioner

From: Sheriff Steve Wilson SBW

Date: November 13, 2018

Subject: Surplus Equipment

Please declare the following equipment unserviceable surplus and remove from the County inventory.

The following equipment is unrepairable or beyond useful life and needs to be deemed as excess property for disposal.

Dell E5500 Laptop 9173922049

Dell E5500 Laptop 6294461761
Dell E5500 Laptop 6997139713
Dell E5520 Laptop 34971340177
Dell E5520 Laptop 35295310081
Dell E5520 Laptop 24411398401
Dell E5520 Laptop 13527486721
Dell E5520 Laptop 33118527745
Dell E5520 Laptop 15704269057
Dell E5520 Laptop 26588180737
Dell E6500 Laptop 16600012453
Dell E6500 Laptop 36160874821
Dell E6500 Laptop 36620527105
Dell D 520 Laptop 10346757661
Dell E6400 Laptop 7063181353
Dell GX520 Desktop 89N2D91
Dell GX620 Desktop DR2KWB1
Dell GX520 Desktop 67T3N81
Dell Opti760 Desktop 48V50L1
Dell Opti760 Desktop BHX50L1
Dell Opti760 Desktop 18V50L1
Dell Opti760 Desktop 28V50L1
Dell Opti760 Desktop 8HX50L1
Dell Opti760 Desktop 88V50L1
Dell Opti760 Desktop 9HX50L1
Dell Opti760 Desktop 98V50L1
Dell Opti760 Desktop 38V50L1
Dell Opti760 Desktop J7V50L1
Dell Opti760 Desktop 7HX50L1
HP Elite 8300 Desktop MXL3452D2H
Dell Latitude 5520 G2C76S1
Dell Latitude 5520 G2GX5S1
Dell Latitude 5520 G2GY5S1
Dell Latitude 5520 2W3K4S1
Dell Latitude 5520 G2CS5S1
Dell Latitude 5520 G2C86S1
Dell Latitude 5520 G2CT5S1
Dell Latitude 5520 G2B66S1
Dell Latitude 5520 2W3L5S1
Dell Latitude 5520 G2B86S1
Garmin Nuvi 1450LMT No Serial
Garmin Nuvi 1450LMT No Serial
EZDUPE Diskcopier F07070080015U

Cc: Inventory File

GEORGIA EMERGENCY MANAGEMENT AGENCY
HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

HOMER BRYSON
DIRECTOR

October 29, 2018

RE: GAN #EMW-2018-SS-00067-S01
SHO18-087
Walker County Emergency
Management Agency

Honorable Shannon Whitfield
Sole Commissioner
Walker County Board of Commissioners
Post Office Box 445
LaFayette, Georgia 30728

Dear Commissioner Whitfield:

It's my pleasure to award your agency with a Fiscal Year (FY) 2018 Homeland Security subgrant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $4,821.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). Also, the funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMA/Homeland Security Program Manager. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement. This grant award expires November 30, 2019. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.** Please adhere to all requirements included in the agreement.

Attached to the Recipient-Subrecipient Agreement are Exhibits A through M. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with **completed and signed** originals of Exhibits A - F to our office, Attention: Preparedness Grants and Programs, Post Office Box 18055, Atlanta, Georgia 30316 **by close of business December 14, 2018**. In addition, please retain a copy of the signed agreement for your records because no other copy will be returned.

Please mail all requests for reimbursement to our office, Attention: Preparedness Grants and Programs, Post Office Box 18055, Atlanta, Georgia 30316. Documentation should include copies of invoices, cancelled checks or other types of justification and a signed Payment Request Form.

Quarterly progress reports are due at the end of each calendar quarter. The initial progress report will cover the period beginning October 1, 2018 and ending December 31, 2018; it should be submitted no later than January 30, 2019.

If you require further information as to the grantee package, please contact Shauna Hall, Grants Specialist, at 404-635-7014. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Ceporia McMillian
Manager of Preparedness
Grants and Programs

CM/SH
Enclosures
cc: Blake Hodge, Director
Walker County Emergency
Management Agency

FISCAL YEAR 2018
HOMELAND SECURITY GRANT PROGRAM

AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

AND

WALKER COUNTY EMERGENCY MANAGEMENT AGENCY

GRANT NO: SHO18-087

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2018 Homeland Security Grant Program to the Georgia Emergency Management Agency and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of $4,821.00 to **Walker County Emergency Management Agency** as Subrecipient, in accordance with the Fiscal Year 2018 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Ferron Yi** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet (Exhibit L). Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2018, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through November 30, 2019. No modifications to the Budget Worksheet can be made after the termination date, November 30, 2019, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY18 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY18 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

Exhibit A	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit B	National Incident Management System (NIMS) Compliance Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit C	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit D	Federal Financial Funding Accountability and Transparency Act (FFATA) form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit E	Program Information Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit F	GEMA/HS Risk Assessment Survey **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit G	Payment Request Form (KEEP FOR REFERENCE)
Exhibit H	Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE)
Exhibit I	Tangible Property Report (KEEP FOR REFERENCE)
Exhibit J	Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE)

Exhibit K U.S. Department of Homeland Security, HSGP, Grant Agreement Number EMW-2018-SS-00067-S01, Agreement Articles (KEEP FOR REFERENCE)

Exhibit L Approved Budget Worksheet(s) (KEEP FOR REFERENCE)

Exhibit M DHS/FEMA Fiscal Year 2018 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2018_HSGP_NOFO_20180601v2014_605.pdf

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

A. **Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Worksheet (Exhibit L) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:

https://www.fema.gov/media-library/assets/documents/101566

B. **Payment Request Forms:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit G). Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

C. **State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit J) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit H) on a timely basis according to the guidelines in the section below.

D. **Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit H to this agreement.

The following reporting periods and due dates apply:

- First Quarter October 1 – December 31 Due January 31
- Second Quarter January 1- March 31 Due April 30

- Third Quarter April 1 – June 30 Due July 31
- Fourth Quarter July 1 – September 30 Due October 31

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

E. **Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required

F. **Grant Closeout Report:** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at http://www.ecfr.gov/.

A. **Administrative Requirements**

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. **Cost Principles**

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. **Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend $750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. **Selected Items of Cost**: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. **Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.

F. **Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations

G. **Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2018 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

H. **Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the time required,

purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

I. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2018 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit M), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

   https://www.fema.gov/resource-management-mutual-aid

   http://www.fema.gov/nims-doctrine-supporting-guides-tools

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at http://www.fema.gov/national-exercise-program

   a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

   b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at https://www.fema.gov/exercise and must be preapproved by the GEMA/HS Exercise Program Manager.

   c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY18 HSGP DHS/FEMA NOFO (Exhibit M, page 40).

   d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at http://www.fema.gov/national-incident-management-system.

5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf, www.USAspending.gov, and www.fsrs.gov

SPECIAL CONDITIONS:

A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2018 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.

B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2018 HSGP DHS/FEMA NOFO (Exhibit M), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2018 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

D. The Subrecipient agrees to comply with the FY 2018 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit K. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall

sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.

E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to contact the Walker County Emergency Management Agency by telephone immediately whenever responding outside of its jurisdiction.

F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of $5,000 or more at the end of its useful life.

G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.

J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.

K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.

L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.

M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or

policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS

regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY18 NOFO (Exhibit M) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at http://www.fema.gov/grant-programs-directorate-information-bulletins

R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at https://www.firstrespondertraining.gov/admin/main.jsp

S. The Subrecipient agrees that funds from the FY 2018 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit M), pages 39-40 and with FEMA's Information Bulletins 281 and 288. Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf

2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.

3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.

4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States,* as required under the DHS/FEMA FY18 NOFO (Exhibit M) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2018 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.

T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:

1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY18 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right

of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and **WALKER COUNTY EMERGENCY MANAGEMENT AGENCY** have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Signature

Harlan Proveaux, Deputy Director

Printed Name and Title of Signatory

10 / 25 / 2018

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

_____ / _____ / _____

Date of Signature

Agency FEID (XX-XXXXXXX)

Agency DUNS Number (XXXXXXXXX)

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMA/HS USE ONLY)

2018 DETAILED BUDGET REQUEST

For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Law Enforcement Terrorism Prevention Award?	☐ Yes ☐ No			**State on Behalf of Locals:**	☐ Yes ☐ No		
GAN#:	EMW-2018-SS-00067-S01	**Grant Number:**	SHO18-087	**Revision#:**		**Area:**	
DATE:	3/20/2018	**SUBRECIPIENT NAME:**	Walker County	**FEID:**	58-60000901	**COUNTY:**	Walker
CONTRACT CONTACT:		**NAME/TITLE**	Curtis Creekmur Deputy Director, EMA	**ADDRESS:**	P.O. Box 445 Lafayette, Georgia 30728		
		PHONE:	423-421-6335	**EMAIL:**	c.creekmur@walkerga.us		
PROGRAM CONTACT:		**NAME/TITLE**	Nadine Gilliland CERT Leader	**ADDRESS:**	7249 N Highway 27 Rock Spring, Georgia 30739		
		PHONE:	423-637-2245	**EMAIL:**	walkercert@walkerga.us		

Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:

Investment Justification:

Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:

Discipline:

COST ESTIMATE

ITEM	CATEGORY	ITEM	AEL #	QUANTITY	UNIT PRICE	TOTAL COST
001	EX	EMERGENCY BLANKET	23	1	$ 90.00	$ 90.00
002	EX	TRIAGE TRAINING KIT	23	1	$ 133.00	$ 133.00
003	PPE	CERT KITS	1	35	$ 42.00	$ 1,470.00
004	PPE	SHIRT	1	35	$ 9.00	$ 315.00
005	PPE	HAT	1	35	$ 8.00	$ 280.00
006	PPE	4 IN 1 EMERGENCY TOOL	1	35	$ 10.00	$ 350.00
007	PLG	WEATHER RADIO	24	20	$ 20.00	$ 400.00
008	PPE	COLLAPIBLE WAGON	1	1	$ 104.00	$ 104.00
009	TRG	INSTRUCTOR FEE	22	75	$ 20.00	$ 1,500.00
010	PPE	FREIGHT	1	1	$ 179.00	$ 179.00
011						$ -
012						$ -
013						$ -
014						$ -
015						$ -
016						$ -
017						$ -
018						$ -
019						$ -
020						$ -

GEMA/HS Program Manager:	Ferron Yi	**Program:**	CERT	**TOTAL**	$ 4,821.00
Prepared By:	Nadine Gilliland	**Title:**	CERT Leader		

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

1. Personal Protective Equipment (PPE)
2. EOD
3. CBRNE Operational & Search & Rescue (SAR)
4. Information Technology (IT)
5. Cyber Security (CS)
6. Interoperable Communications (IOC)
7. Detection (DET)
8. Decontamination (DECON)
9. Medical (MED)
10. Power (POW)
11. CBRNE Reference Materials (REF)
12. CBRNE Response Vehicles (VEH)
13. Terrorism Prevention (TP)
14. Physical Security (PS)
15. Inspection and Screening (IS)
16. Animal and Plants (A&P)
17. Watercraft (WC)
18. Aviation (AIR)
19. CBRNE Logistical Support (LS)
20. Intervention (INT)
21. Other Authorized (O)
22. Training (TRG)
23. Exercise (EX)
24. Planning (PLG)
25. Citizen Corps (CCP)

WALKER COUNTY PLANNING COMMISSION

Application for Re-Zoning Amendment

		Date 10-11-18
PLEASE PRINT OR TYPE	FEE $ 300.00	Case No.

Owner's Name Richard Fryar	Mailing Address 1282 Veeler Rd. INCLUDE ROUTE AND BOX # IF ASSIGNED
City/Zip LaFayette, GA. 30728	Phone 706-639-4113
Tax Parcel # 0-329-2-020	Street Name and Number N. Hwy 27
Current Zoning C-1 / R-2	Requested Zoning C-1

Reason for Change (Be Specific):

Property is split zoned and he would like to have the whole parcel as commercial

Lessee's Name IF APPLICABLE	Lessee's Address

NAME AND ADDRESS OF ALL ADJACENT PROPERTY OWNERS WITH MAILING ADDRESSES

1.

2. 11-15-2018 - approved by Planning Commission

3.

4.

5.

6.

7.

8.

IF ADDITIONAL SPACE IS REQUIRED, ATTACH A SEPARATE SHEET

LAND USE PLAN DESIGNATIONS CURRENT	FUTURE

I SWEAR UNDER PENALTY OF LAW THAT THE WITHIN INFORMATION IS TRUE, CORRECT AND COMPLETE.

Owner's Signature [signature] Date: 10-12-18

FOR OFFICE USE

Date Received by the Planning Office: 10-11-18

Planning Commission Decision/Date 11-15-18 7:00 pm - Civic Center

The Owner/Applicant must notify each adjoining property owner by providing them a copy of this application. Proof of notification must be provided to the Planning Office. Additionally, a sign, furnished by the Planning Commission will be posted on the subject front property line at least 15 days prior to the meeting date. Written notification must be mailed at least 15 days prior to the meeting date. This application must be fully complete prior to filing.

Applicant: Richard Fryar

Map & Parcel: 0-329-2-020 Rezone from: R-2/C-1 to: C-1

PLANNING COMMISSION RECOMMENDATION:

11-15-2018 ✓ APPROVED AS SUBMITTED

_____ APPROVED WITH CONDITIONS

_____ TABLED

_____ DENIAL

COMMISSIONER'S FINAL DECISION:

_____ APPROVED AS SUBMITTED

_____ APPROVED WITH CONDITIONS

_____ TABLED

_____ DENIAL

The following disclosure is required of the applicant(s) by Section 36-67A-3 of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling $250.00 or more and/or given gifts having value of $250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? **YES ( ) NO (✓)**. If so, then on a separate page, please furnish the following information:

A) The name of the local government official(s) to whom cash contribution or gift was made:
B) The dollar amount(s) and date(s) of each campaign made by the applicant to each local government official during the two years immediately preceding the filing of the application; and
C) An enumeration and description of each gift having a value of $250.00 or more made by the applicant to each local government official within the past two years:

Signature of Petitioner / Owner:

Richard C Fryar

PETITIONER DATE

OWNER 10-12-18

DATE