



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 February 14, 2019

Time: 2:00 PM

Invocation: Given by Commissioner Shannon K. Whitfield

Call to Order: Commissioner Whitfield will call the meeting to order

Pledge: United States Flag

Pledge: Georgia Flag

Open of the Regular Meeting

Minutes: Approval of the minutes from the Public Hearing and Regular Scheduled Commissioner's Meeting that was held on January 24, 2019

New Business:

- I. SirenGPS Citizen Notification System Service Agreement
- II. Intergovernmental Agreement between Walker County Fire Rescue and Georgia Department of Corrections
- III. Walker County Stormwater Facility Maintenance Agreement with Dollar General Store #20624 for Parcel Number 04972-055
- IV. Agreement of Funding of Prosecution Based VOCA Program for District Attorney's Office
- V. Georgia County Internship Program Grant Agreement – Video Production Intern
- VI. Georgia County Internship Program Grant Agreement – Legal Intern
- VII. Walker County Departmental Statistics January 2019

Open Discussion:

The business on the Agenda being completed, Commissioner Whitfield will open the floor for general discussion. In response to requests from our citizens, speakers are asked to limit their comments to 5 minutes and keep them on topics related to county business.

The next scheduled Commissioner's Meeting will be held on Thursday February 28, 2019 at 6:00 PM.

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 Scheduled Public Hearing

January 24, 2019

I. Call to order

Commissioner Whitfield called to order the Public Hearing held at Walker County Courthouse Annex III, 201 S Main Street, LaFayette, Georgia at 6:00 PM on January 24, 2019.

II. Attendees

The following persons were present: Commissioner Shannon Whitfield, Economic and Community Development Director Robert Wardlaw, Legal & Policy Director Matt Williamson, 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 Whitfield

IV. Pledge: United States Flag

V. Pledge: Georgia Flag

VI. Open of Public Hearing:

I. Commissioner Whitfield reviewed the request from David Coker requesting a rezone from A-1 (Agricultural) to R-2 (Residential) for property located at 0 Drew Lane, LaFayette, Georgia 30728. Tax Parcel # 0-315-1-002. He explained the first hearing was approved at the Planning Commission Meeting on January 17, 2019. He asked if

anyone was present in favor or that objected to this request. No one was present.

- II. Commissioner Whitfield reviewed the request from John and Cheryl McCarthy requesting a rezone from R-2 (Residential) to A-1 (Agricultural) for property located at 424 Straight Gut Road, Rock Spring, Georgia 30739. Tax Parcel # 0-326-040A. He explained the first hearing was approved at the Planning Commission Meeting on January 17, 2019. He asked if anyone was present that was either in favor of or objected to this request. There were no comments.

- III. Commissioner Whitfield reviewed the request for Home Eclectics Inc. requesting a conditional use variance for property located at 905 LaFayette Road Rossville, GA 30741. Tax Parcel # 0-206-291. Commissioner Whitfield explained the first hearing request was approved at the Planning Commission Meeting on January 17, 2019 with conditions, Planning Commission granted a rezone from C-1 to R-2 instead of a Conditional Use Variance. Commissioner Whitfield asked if anyone was present that was either in favor or objected to this request. Mr. Mike Crane owner of the property came forward and explained the property was really residential property but most property around it was commercial.

VII. Adjournment: The Public Hearing was adjourned at 6:06 PM

VIII. Public Comment

{Audio Recording of Public Hearing and comments are on file in Commissioner's Office – 18-01-24}

IX. Commissioner Comments

{Audio Recording of Commissioner's Hearing comments are on file in Commissioner's Office – 18-01-24}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Sign In Sheet

Public Hearing of the Governing Authority

Date: January 24, 2019

6:00 PM

Name

Address

Telephone

Jim Mackinnon 709 Cook Rd

H. W. [unclear]
[unclear] [unclear]

Det. [unclear]

Mark [unclear]

Chuck Castelman 423-322-0531

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

January 24, 2019

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 January 24, 2019

II. Attendees

The following persons were present: Commissioner Shannon Whitfield, Economic and Community Development Director Robert Wardlaw, Public Relations Director Joe Legge, Legal and Policy Director Matt Williamson, 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. Approval of Minutes

Commissioner Whitfield approved the minutes from the Regular Scheduled Commissioner's Meeting on January 10, 2019.

IV. Open of the Regular Scheduled Meeting

New Business:

- I. Commissioner Whitfield read the Proclamation declaring Saturday, February 2, 2019 as Frank Richardson Day in Walker County, Georgia. Commissioner Whitfield thanked Mr. Richardson for his many years of service and presented him with the Proclamation.
- II. Commissioner Whitfield read Resolution R-04-19 and commented that he added to Mr. Wardlaw's plate by appointing him to the Board of Directors of the Northwest Georgia Joint Development Authority. Mr. Wardlaw

graciously accepted and thanked everyone for trusting in him to be on this board. Commissioner Whitfield read the letter that was mailed to Mrs. Melody Day thanking her for her service.

- III. Commissioner Whitfield read Resolution R-05-19 appointing Mr. Dean Kelley to the Alcoholic Beverage Commission.
- IV. Commissioner Whitfield explained this is only a Memorandum of Understanding with the Lookout Mountain Judicial Circuit that includes Multi-Jurisdictional Drug Task Force and has several Local Government Participants. This is a collaboration of several ongoing entities recognized to help with drug trafficking. This paperwork must be completed yearly with the multi-signatures.
- V. Commissioner Whitfield explained that several meetings ago Sheriff Wilson discussed moving money that was already in his budget to help pay for two police cars that were totaled. Everything over \$15,000.00 must be disclosed to the public and have a purchase order. This is only a follow-up from the previous meeting and we want the citizens to see the accountability for the taxpayer's money for the overall budget.
- VI. Commissioner Whitfield asked Mr. Phillip Cantrell, Chair for Planning and Zoning Committee to discuss the application for Re-Zoning that David Coker requested from A-1 to R-2 for property located at 0 Drew Lane, LaFayette, Georgia 30728, Tax Parcel #0-315-002. Mr. Cantrell explained that Mr. Coker had divided the property in 1998. Mr. Coker stated in the Planning and Zoning meeting that it had been approved but couldn't produce the paperwork at the meeting & he would locate the paperwork and bring it to a future meeting. Commissioner Whitfield agreed with the Planning Commission recommendation and tabled this item.
- VII. Commissioner Whitfield asked Mr. Phillip Cantrell if he would explain the application of Re-Zoning from John and Cheryl McCarthy requesting a rezone from R-2 to A-1, property located at 424 Straight Gut Road, Rock Spring, Georgia 30739, Tax Parcel #0-326-040A. Mr. Cantrell explained this gentleman and his wife wanted a mini-farm at retirement. This property is zoned Residential but they are requesting Agriculture. Both Commissioner Whitfield and Mr. Cantrell agreed with the location and with the proper permits there should be no issues. Commissioner Whitfield approved this request.
- VIII. Commissioner Whitfield asked Mr. Phillip Cantrell to discuss the application from Home Eclectics Inc. requesting a conditional use variance for property located at 905 LaFayette Road Rossville, GA 30741.

Tax Parcel # 0-206-291. Mr. Cantrell explained that the first hearing request was approved at the Planning Commission Meeting on January 17, 2019 with conditions, Planning Commission granted a rezone from C-1 to R-2 instead of a Conditional Use Variance because it would be best to make it R-2 residential. Commissioner Whitfield approved as submitted.

IX. Commissioner Whitfield reviewed the eight upcoming community forums.

V. Adjournment

Commissioner Whitfield adjourned the meeting at 6:36 PM

VI. Public Comment

{Audio Recording of Commissioner's Meeting comments is on file in the Commissioner's Office – 19-01-24}

VII. Commissioner Comments

{Audio Recording of Commissioner's Meeting comments is on file in the Commissioner's Office – 19-01-24}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Sign In Sheet

Regular Scheduled Commissioner's Meeting

Date: January 24, 2019

Name

Address

Telephone

Lisa McClain

H. Meadows

Debra Spahr

Dee Dyer

John Michael

Chuck Carpenter

423-322-0531



SIRENGPS SERVICE AGREEMENT

This Service Agreement (This Agreement) is entered into by and between **Walker County, Georgia (Walker County)** – an entity authorized under the statutes of the State of Georgia. (“Service Recipient”, “Client” or “Community”) and SirenGPS, Inc. a company registered in the State of Delaware, with its principal place of business at 9272 Olive Boulevard, St. Louis, MO 63132 (“SirenGPS”), collectively the “Parties”.

The Effective Date for Services under This Agreement is: February 15, 2019

The Service Period under This Agreement is: Twelve (12) Months

Services Included Under This Agreement:

- Siren 911 Enhanced Emergency Calling and Profile Service
- Siren Alert Community Notification Service
- Siren Feeds for NOAA Weather Alerts

Annual License Fee and Service Details: \$13,500 annually

Service Recipient shall have the option, at its sole discretion, to renew with the same services for up to four (4) additional twelve (12) month Service Periods at the same price.

Access Fee: None


One Time or Other Fees(s): None

Third Party Fees: Costs for SMS, email and calls sent to Walker County residents and visitors are included in the annual price of services.

Additional Terms and Conditions:

The Parties understand and agree that this Agreement incorporates the SIRENGPS SERVICE AGREEMENT TERMS AND CONDITIONS and the SIRENGPS SERVICE LEVEL AGREEMENT available for review at <https://www.sirengps.com/misc/2018-contract-documents>.

All use of SirenGPS services is governed by the SirenGPS Terms of Service (TOS). Please refer to the Terms of Services (TOS) as set forth on our website at <http://www.sirengps.com/terms> and which may, from time to time be updated.

X  _____

SirenGPS, Inc.

X _____

Walker County, Georgia

SIRENGPS SUPPORT AND MAINTENANCE AGREEMENT (SLA)

1. OVERVIEW

Subject to the payment of all fees in accordance with this Agreement, SirenGPS will maintain and support its services and applications in a consistent and clear manner, pursuant to the below. For purposes of this EXHIBIT D, “services and applications” means SirenGPS’s web-based infrastructure availability and Service Offerings’ operation and, except as otherwise expressly detailed below, it is not intended to include any minimum standards for third party response times, message deliveries, third party map interface quality, Internet or communication provider performance or a guaranty of any other third party’s performance associated with the Service Offerings. Additionally, while the Service Offerings are intended to assist in providing proper communication during a crisis, SirenGPS cannot take and does not assume any responsibility for the effectiveness of Service Offerings when and if triggered during such a crisis or at any other time. SirenGPS shall maintain its web based Service Offerings to function as designed, intended and represented and will maintain the product to Sigma 6 standard for availability. Any input or suggestions provided by SirenGPS during Service Offering(s’) set-up shall not be construed as advice or a guaranty of success. Service Recipient remains ultimately responsible for the management of its User Community and the settings of the Service Offerings that it has chosen. This EXHIBIT D is only intended to set forth the support and maintenance obligations of SirenGPS vis-à-vis its back-end infrastructure that is intended to enable proper communication when and if necessary.

SirenGPS will make any changes to its applications accurately, under a controlled procedure and in a confined development and testing environment specifically maintained for this purpose. SirenGPS will take the necessary steps and procedures to ensure that deployment of new changes will not change the level of service to Service Recipient or Users. SirenGPS monitors both the frequency and the nature of service problems and takes action to implement changes to reduce or eliminate recurring problems.

Except with respect to end-user software customer service, SirenGPS is to work only with Service Recipient and not with Users directly. If a User should contact SirenGPS directly, s/he will be referred back to Service Recipient.

2. PROCEDURES & SERVICE LEVELS

2.1 Problem Reporting Procedure

Service Recipient may report problems to the SirenGPS Technical Support group by email and phone.

	Email		Support hours
Standard support	support@sirengps.com	(800) 570.3807 ext 1	9:00 am and 6:00 pm Central Time during normal business, non-holiday days
Emergency support [Excludes application related support]	PLEASE CALL DO NOT EMAIL	(800) 570.3807 ext 1 Please leave a clear message with your contact details, and a support representative will contact you within 30 minutes.	24/7 basis for those matters determined to be urgent, as noted in the table below.

All requests for service should include the Service Recipient name, a description of the problem, email address and telephone number of the Service Recipient contact person.

Service Recipient is to provide as much information about the problem as possible. A Technical Support Specialist will contact Service Recipient by either a return e-mail or a return phone call - or as otherwise requested by Service

Recipient - and will confirm that SirenGPS has received and logged the problem and the Service Recipient Technical Representative contact information.

The SirenGPS Technical Support Specialist will work with the Service Recipient Technical Representative to resolve the problem, to the extent that it is determined in good faith that the problem is beyond the remedial capabilities of Service Recipient. If the problem cannot be resolved in a short period of time by phone or email, the Technical Support Specialist will keep Service Recipient informed as to the progress.

When the problem has been resolved, the Service Recipient will be notified by email and the call closed on SirenGPS's records.

2.2 Call Priority Commitments

The following are the SirenGPS response commitments for answering calls and evaluating priority:

SirenGPS Priority	SirenGPS Definition	Guideline	Response Time	Resolution Time
1	Critical	Major server or applications failure with system unavailable.	Within 2 hours	within 4 hours
2	Major	Medium function or service affected with restricted availability and some User impact.	Within 2 – 4 hours	within 2 working days
3	Minor	Minor function or service affected with minor impact and system still available/functional.	Within 1 working day.	within 7 working days
4	Low	Low priority background task. System and functionality are available.	Within 1 working day	By agreement

Note: "Response Time" is defined as the initial investigation of the problem and the gathering of any necessary data. It is the initiation of the resolution and not necessarily the time it takes to fix the problem.

2.3 Scheduled maintenance:

Regular: In the event that SirenGPS must perform scheduled maintenance that will impact service, SirenGPS will notify Service Recipient through the contact identified for that purpose. Scheduled maintenance is infrequent and typically does not affect the availability of the web-based infrastructure. Scheduled maintenance will be no greater than an average of 4 hours per month to a maximum of 48 hours per year, and will not exceed 7 hours in any calendar month.

Urgent Maintenance: SirenGPS may perform urgent maintenance at its detection center. SirenGPS will endeavor to notify Service Recipient 24 hours prior to urgent maintenance at the email address set forth above. Urgent maintenance will not exceed 4 hours per calendar month and will be calculated as part of the scheduled maintenance.

2.4 Problem Escalation Procedure

Problem escalation formally defines the procedure, which is in place to identify high priority issues and make senior people aware so that additional resources, if necessary, can be used to help resolve an urgent problem. This is for use on those occasions where a problem is significantly affecting Users' enjoyment of or access to SirenGPS services and the current action being taken does not appear to be producing a resolution quickly enough.

The table below identifies those people who will be contacted if a call has not been resolved by the elapsed time shown (elapsed time being time beyond that committed to by SirenGPS in the table above):

SirenGPS Priority	SirenGPS Definition	Guideline	Escalation
1	Critical	Major server or applications failure with system unavailable.	1 hr: SirenGPS Tech Support Mgr and IT Team 2 hrs: VP/CTO
2	Major	Medium function or service affected with restricted availability and some User impact.	2 hrs: SirenGPS Tech Support Mgr and IT Team 4 hrs: VP/CTO
3	Minor	Minor function or service affected with minor impact and system still available.	2 days: SirenGPS Tech Support Mgr and IT Team 5 days: VP/CTO
4	Low	Low priority background task.	Not Applicable

If there is a dispute as to whether a matter is "urgent" or "very urgent", then the parties shall escalate the matter to the respective CEOs/Presidents of each company.

TERMS OF SERVICE

Thank you for using the SirenGPS Service. You must read and accept the following terms and conditions that apply to the Service. By accessing, using or downloading the Service, you agree to the following terms and conditions (the "Terms"). If You do not agree with the Terms, you agree not to use the Service. You understand and agree that SirenGPS, Inc. ("SirenGPS") works with first responders, schools, hospitals, distributors and other entities. In addition, SirenGPS works through a mobile application that may be downloaded from third party services such as Apple or Google, through their online "stores". This is an agreement between you, SirenGPS, and all of these individuals, businesses, or other entities involved in the SirenGPS service (collectively the "Parties") Whether any of the Parties have a relationship with SirenGPS at the time you agree to these Terms, or at some later time, all of these are third-party beneficiaries of these Terms, and will have the right to enforce these Terms in the capacity as third-party beneficiaries.

1. Usage Rights

SirenGPS products and interface, consisting of a web based interface, server system(s) database(s), smart phone applications and related services, form an Internet-based communication service. Your participation in the Service is voluntary and may or may not be facilitated through agreements between a subscriber entity with which you may or may not be affiliated (which Siren refers to as a "Community"). As part of the Service, SirenGPS maintains a site on the World Wide Web (the "Web Site"), provides enterprise clients with web based communication and management tools, and provides end users with mobile device software. Throughout the term of this Agreement, the SirenGPS service, whether mobile, browser based, or otherwise, including any ancillary applications, will be referred to

as the "Service". SirenGPS grants to you a limited, non-exclusive right to use the Service, subject to all of the terms and conditions of these Terms, and any additional terms set forth in related agreements.

2. Limitations

The Service may only be used by individuals aged 13 years or older. In the event you are older than 13, but are not legally considered an adult, you are requested to have your parent or legal guardian review these Terms with you to make sure you understand your agreements under the Terms. The Service and all graphics, services, logos, sounds, images, software, and intellectual property therein (together the "Materials") are owned and provided by SirenGPS or its affiliates, authors, developers and vendors. All copyrights and patents associated with the Materials are owned solely by SirenGPS, and may not be copied, reproduced, distributed, republished, transmitted, downloaded, photocopied, recorded or otherwise transferred or duplicated without the express permission of SirenGPS. Using the Service does not give you the right to use any of SirenGPS' trade names, trademarks, service marks, logos or other brand features except in association with your personal use of the Service in accordance with these Terms. You understand and agree that SirenGPS will be solely responsible for investigating, defending, settling, and/or discharging any potential third-party claim that the Service infringes on the intellectual property rights of another.

3. Agreements

These Terms, and the terms and conditions in any related agreement, comprise the entire agreement between any participating Community, SirenGPS and you, regarding the Service. If you are authorized to act on behalf of a corporation, group, association or other entity, your agreement shall be binding on that entity. Whether as an individual, or acting on behalf of third parties, these Terms shall refer to you and any entity, individuals or group you represent as "you." SirenGPS may revise these Terms at any time, and such revision shall be effective vis-à-vis any non-Community entity (having entered into a separate services agreement with Siren) upon posting or other transmission of the revised Agreement. Public posting shall be effective communication to a user. Users agree to review the Agreement periodically to become aware of such revisions. If any such revision is unacceptable, a user may terminate its membership as provided in Section 10. The continued use of the Service after posting of a revised Agreement will mean acceptance of all such revisions.

4. Account Information

(a) Account, User ID: When you register for the Service, you will become a Member of the Service and an account will be created for you (your "Account"). The term "Member" herein refers to any person or entity, including you, that has registered for the Service, has entered into an agreement with a Community and/or SirenGPS and is authorized by a Community and/or SirenGPS to use the Service.

(b) Passwords: Upon your registration for the Service, you will be issued or will create a password. You are responsible for maintaining the confidentiality of your password and you are responsible for any harm resulting from (i) disclosing your password; (ii) allowing another person to disclose your password, (iii) use by any person of your password to gain access to your Account and User ID, and (iv) failure to employ reasonable caution in the development

of a password. At no time should you respond to an online request for a password. SirenGPS and/or its employees will never ask for your password online. You acknowledge that although the Service may offer a feature that allows you to "remember" your password and thereby bypass the password protection, this feature makes it possible for third parties to access your Account and User ID. Use of any password bypass feature will be at your own risk and is strongly discouraged.

(c) Former Members: Members whose Accounts have been terminated may not access the Service in any manner or for any reason without the express written permission of a current Community and/or SirenGPS. Active Members may not knowingly allow former Members whose Accounts have been terminated to use the active Members' Accounts or User IDs.

(d) Related Accounts: If an Account is terminated by SirenGPS, SirenGPS shall have the right to terminate any other Account that shares the Member name, phone number, email address, Internet Protocol address or credit card number with the terminated Account.

5. Rights and Responsibilities

(a) Content: You acknowledge that: (i) the Service may contain news, text, graphics, sound effects, music, animation-style video and text (collectively, "Content"), and (ii) Content may be provided under license by independent content providers, including text contributions from other Members or from a Community. These independent content providers, including other Members, are referred to in this Agreement as "Content Providers."

(b) Communities and SirenGPS are not liable for Content, or for the failure to remove Content. You, and any user of your Account or User ID, must evaluate, and bear the risk associated with, the accuracy, completeness or usefulness of any Content. SirenGPS does not pre-screen Content as a matter of policy and retains the right, but not the responsibility, to remove Content at any time which it deems to be harmful, offensive, legally impermissible or otherwise in violation of this Agreement.

(c) Rights: You acknowledge and agree that all data, information and messages created, and acquired and developed as a result of using the Service, and the Application, are part of the Service and are the sole property of SirenGPS and/or Community. You acknowledge that: (i) the Service permits access to Content that is protected by copyrights, trademarks, and other proprietary rights owned by SirenGPS or Content Providers (collectively, "Rights"), and (ii) these Rights are valid and protected in all media existing now or later developed, and (iii) except as is explicitly provided otherwise, your use of Content shall be governed by the copyright laws of the United States and other applicable laws. You agree that you may upload or otherwise transmit on or through the Service only Content that is not subject to any Rights, or Content in which any holder of Rights has given express authorization for distribution on the Service. You bear any risk associated with transmission of protected material and agree to indemnify SirenGPS and any affected Community, on their first demand, for loss arising from your actions. By submitting Content to any area on the Service, you automatically grant (or you warrant that the owner of such Content has expressly granted) to SirenGPS and/or Community the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create

derivative works from, distribute, perform and display such Content worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term including any renewal term of any Rights that may exist in such Content.

(d) Software License: Any software provided to you in connection with the Service has been designed by SirenGPS for use only on the Service. The software is licensed to you for use on the Service only. SirenGPS does not grant you a license to use the software for any other purpose. You agree to use the software only on the Service and not through any other means. You further agree not to create or provide any other means through which the Service or software may be used by others - for example, through server emulators. You may not reverse engineer, decompile or disassemble the software, including any proprietary communications protocol used by the software. You acknowledge that you do not have the right to create, publish, distribute, create derivative works from or use any software programs, utilities, applications, emulators or tools derived from or created for SirenGPS unless specifically authorized in writing by SirenGPS.

(e) Conduct and Communication: You, and anyone you authorize to use your Account and User ID on the Service, agree to follow the Rules of Conduct published by SirenGPS and/or Community. The Rules of Conduct may be found on the Web Site. The Rules of Conduct may change at SirenGPS' and/or a Community's discretion, at any time. SirenGPS and/or Community reserves the right to terminate your membership if it determines at their sole discretion that you have engaged in any impermissible conduct whether or not such conduct violates the Rules of Conduct. You acknowledge, however, that SirenGPS does not pre-screen Content or communication over the Service.

(f) While SirenGPS may choose to monitor and take action upon inappropriate use, chat or links to the Service, it is possible that at any time there may be language or other material accessible on or through the Service that may be inappropriate for children or offensive to some users of any age. While SirenGPS has established Rules of Conduct for users accessing the Service, SirenGPS cannot ensure that other users will not provide Content or access to Content that parents or guardians may find inappropriate or that any user may find objectionable. SirenGPS does not pre-screen the content of the materials or communications transmitted by each Community or user.

6. Your Privacy, HIPPA and Related Matters

(a) SirenGPS has designed the Service to provide reasonable assurances of privacy for its users. SirenGPS will endeavor to protect personal, private information and limit distribution of such information according to your directions as expressed through use of the mobile application and/or web based tools. However, no action on our part can or should excuse You from responsibility for protecting your personal information and privacy. When you join a Community you agree to share your location and personal profile with that Community. Do not join Communities that you do not trust.

(b) Section 6(a) notwithstanding, you understand that when you join a Community that you have no expectation of privacy regarding the communications you make on the Service, information uploaded to the Service from your phone, including location information, and that all communications and other information that may populate to the Service made by or received from you may be monitored by SirenGPS, a Community, or law enforcement. You hereby consent to the extraction of hardware system profile data and any data related to operation of the Service from any device that logs on to the Service using your Account.

(c) Your use of the Service constitutes your actual and express consent to share information entered into the personal profile fields that may be subject to restrictions under the Healthcare Insurance Portability and Accountability Act (HIPAA) and other regulations or restrictions on sharing or protecting personal information, medical information or information of any other nature. Your use of the Service constitutes your express agreement to share any information generated by the Service from your mobile device or in your personal profile with SirenGPS, Communities, law enforcement agencies, first responders and medical professionals appropriately involved in providing You with assistance or otherwise having a legitimate interest in your welfare. You agree that SirenGPS shall have no liability for any breach of an obligation to protect your information. Any recourse related to any inappropriate action that compromises personal information shall be limited to the individuals or entities directly responsible.

(d) Any Community, Community affiliate, employee, administrator or user who receives personal information from a SirenGPS user through the Service agrees to comply with all applicable regulations. End Users' have consented to share personal information with first responders, law enforcement and related individuals and entities for legitimate purposes only. Receiving parties agree that such information shall only be used for legitimate purposes, e.g. those that are reasonably necessary to give effect to the goals of the Service, and to be solely responsible in the event that they engage in any inappropriate conduct.

(e) You agree and understand that it is your responsibility to become familiar with the location and communications tools on your device and the settings that allow you to share your location, information and communication using the SirenGPS service. You agree to share your location, where prudent, necessary and appropriate with the SirenGPS service and with Communities that you join for emergency communication.

(f) SirenGPS is a service that distributes information within and among first responder agencies, first responders, and other stakeholders with an interest in the safety and security of individuals who participate in the service. While the system distributes information and events to mobile devices, all information and the distribution of information and all communication transactions that occur over the service are captured by the service in logs and reports that are not resident on any individual devices. In the event of any record request for information related to any SirenGPS communications or event distribution, with or without a court order, subpoena or equivalent legal process for obtaining records, you agree that the reports and logs generated in the normal course of business from the SirenGPS web service shall be a complete and comprehensive response to any such request for records, information or evidence of any sort related to the use of the service. In

no event will any request for information, records or evidence of any sort related to the service be made by you for information that resides on any user's mobile device, whether such device is owned by that individual, or not.

7. Disclaimer of Warranty – Most Favorable Law on Liability

PLEASE READ CAREFULLY. THIS SECTION LIMITS SIRENGPS AND/OR COMMUNITY RESPONSIBILITY TO YOU FOR THE SERVICE, INCLUDING RELATED SOFTWARE. WHILE WE ENDEAVOR TO PROVIDE AN EFFECTIVE SERVICE THAT ASSISTS IN FACILITATING EFFICIENT COMMUNICATION IN THE EVENT OF AN EMERGENCY SITUATION AND MAINTAIN BACKEND SYSTEM UPTIME AT A HIGH LEVEL, WE NEVERTHELESS MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE SERVICE, ITS IMPLEMENTATION BY A COMMUNITY OR THE RESULTS OF THE SERVICE WHEN CIRCUMSTANCES TRIGGER ITS ACTIVATION, INCLUDING RESPONSE TIMES AND ACTIONS OF THOSE THAT ARE CONNECTED TO THE SERVICE AT ANY GIVEN TIME.

(a) Individual and Entity Users: TO THE MAXIMUM EXTENT ALLOWED BY LAW, SIRENGPS, ITS LICENSORS AND SUBCONTRACTORS, PARTICIPATING COMMUNITIES, ETC., DO NOT WARRANT ANY PERFORMANCE OF THE SERVICE, CONNECTION TO, TRANSMISSION OVER, OR RESULTS OR USE OF, ANY COMMUNITY CONNECTION OR FACILITIES PROVIDED (OR FAILED TO BE PROVIDED) THROUGH THE SERVICE. YOU ARE RESPONSIBLE FOR ASSESSING YOUR DEVICE AND TRANSMISSION COMMUNITY NEEDS, AND THE RESULTS TO BE OBTAINED THEREFROM. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE WITH ALL FAULTS" BASIS, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. SIRENGPS, ITS EMPLOYEES, SHAREHOLDERS, OR ANY RELATED INDIVIDUAL OR ENTITY, SUBSIDIARIES AND AFFILIATES, AS WELL AS ANY COMMUNITY UTILIZING OR DISTRIBUTING SIRENGPS SERVICES, THEIR EMPLOYEES, SUBSIDIARIES, AFFILIATES, ETC. ("DISCLAIMING PARTIES") DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING THE SERVICE. DISCLAIMING PARTIES ASSUME NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, INJURY, EMOTIONAL DISTRESS, OR DEATH FROM DELAYS, NON-DELIVERIES, ERRORS, SYSTEM DOWN TIME, MIS-DELIVERIES OR SERVICE, INTERRUPTIONS CAUSED BY THE DISCLAIMING PARTIES, LICENSORS AND SUBCONTRACTORS, OR BY YOUR OR ANY OTHER MEMBER'S OWN ERRORS AND/OR OMISSIONS. THE DISCLAIMING PARTIES MAKE NO WARRANTY WITH RESPECT TO ANY RELATED SOFTWARE OR HARDWARE USED OR PROVIDED BY SIRENGPS OR ANY COMMUNITIES IN CONNECTION WITH THE SERVICE. YOU AGREE THAT SIRENGPS AND ANY COMMUNITY OPERATING ON THE SYSTEM SHALL HAVE THE FULL PROTECTION AFFORDED BY THE MOST FAVORABLE APPLICABLE LAW. MOST FAVORABLE SHALL BE UNDERSTOOD TO MEAN THAT LAW WHICH MOST EFFECTIVELY LIMITS LIABILITY FOR

SIRENGPS AND ANY PROVIDER OF EMERGENCY COMMUNICATION OF ANY SORT, WHETHER OR NOT SUCH PROTECTION CONTEMPLATED OUR SERVICE, ANY LEGISLATIVE GUIDANCE OR COURT DECISIONS NOTWITHSTANDING.

(b) Community Users: ALL COMMUNITY USER'S, ADMINS AND ANY AND ALL AFFILIATES AND RELATED ENTITIES UNDERSTAND AND ACCEPT THE DISCLAIMERS OF LIABILITY, WARRANTY, FITNESS, USE, ETC. SET FORTH IN SECTION 7(A) ABOVE. IN ADDITION, ALL COMMUNITIES AND THEIR EMPLOYEES, ASSIGNS, AFFILIATES, ETC., AGREE THAT: BY USING THE SERVICE, THEY ASSUME FULL LIABILITY FOR ITS ACTIONS, COMMUNICATIONS, CREDENTIALING, REPRESENTATIONS AND ANY OTHER ACTION OR INACTION RELATED TO THE USE OF THE SERVICE. ANY COMMUNITY, WHETHER PAYING FOR SERVICES OR RECEIVING ALL OR A PORTION OF SERVICES FREE OF CHARGE, SHALL AGREE TO ACCEPT, ABIDE BY, AND ENDEAVOR TO GIVE EFFECT TO THESE TERMS.

8. Limitation of Liability

PLEASE READ CAREFULLY. THIS SECTION LIMITS SIRENGPS AND ITS COMMUNITIES' LIABILITY TO YOU FOR ANY DAMAGE SUFFERED BY YOU. YOU ACKNOWLEDGE AND AGREE THAT DISCLAIMING PARTIES SHALL NOT ASSUME OR HAVE ANY LIABILITY FOR ANY ACTION OR INACTION BY THE DISCLAIMING PARTIES, OR ITS CONTENT PROVIDERS, OTHER MEMBERS OR OTHER LICENSORS WITH RESPECT TO CONDUCT, COMMUNICATION OR CONTENT ON THE SERVICE. THE DISCLAIMING PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICE. DISCLAIMING PARTIES' ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF ANY IMPLIED OR EXPRESS WARRANTY, OR FOR BREACH OF THESE TERMS IS LIMITED SOLELY TO THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICE. BECAUSE SOME STATES OR COUNTRIES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES OR COUNTRIES DISCLAIMING PARTIES' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

9. Indemnification

PLEASE READ CAREFULLY. DISCLAIMING PARTIES MAY HOLD YOU RESPONSIBLE FOR DAMAGE YOU CAUSE TO OTHERS BY USING THE SERVICE IN VIOLATION OF THESE TERMS. INDIVIDUAL COMMUNITY USERS, ENTITIES AND ADMINISTRATORS COLLECTIVELY AND ON THEIR OWN BEHALF AGREE TO DEFEND AND INDEMNIFY SIRENGPS FOR ANY LIABILITY THAT MAY ARISE FROM THEIR USE OF THE SYSTEM. At SirenGPS' or a Community's request, you agree to defend, indemnify and hold harmless The Disclaiming Parties from all liabilities, claims and expenses, including attorneys' fees and court costs, arising from any breach of this Agreement by you. The Disclaiming Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall provide all reasonable cooperation to ensure the smooth transition of the matter and ongoing support of the action. At your request, SirenGPS agrees to defend, indemnify and

hold you harmless from all liabilities, claims and expenses, including attorneys' fees and court costs, arising from any breach of this Agreement by SirenGPS, subject to the limits of liability set forth above.

10. Termination

PLEASE READ CAREFULLY. THIS SECTION EXPLAINS WHAT HAPPENS IF YOUR ACCOUNT IS TERMINATED. Either you, SirenGPS, or a Community may terminate your Account at any time without further obligation. Community termination rights may be limited to participation in that Community. Further, SirenGPS and all Communities reserve the right to terminate the Service, or any part or function of the Service, at any time without further obligation to you. If Service or your Account is terminated or canceled at any time for any reason, you agree to the following: (1) you will not be entitled to any refund or proration of any fees or unused access time; (2) you will not have access to any information developed or accumulated and you will not have the right to transfer, sell or assign any information or software to anyone else; (3) you may not access the Service in any manner or for any reason, including via any other account. In the event that an Account is terminated, SirenGPS or a Community may terminate any and all other accounts that share the member name, phone number, email address, internet protocol address or credit card number with the terminated account.

11. Non-Disparagement

The Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the other Party, its employees, directors, and officers. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients. The Parties understand and agree that this Paragraph is a material provision of these Terms and that any breach of this Paragraph shall be a material breach of these Terms, and that each Party would be irreparably harmed by violation of this provision.

12. General Provisions

(a) You may not use, copy, modify, sublicense, rent, sell, assign or transfer the rights or obligations granted to you hereunder, except as expressly provided in these Terms. Any assignment in violation of these Terms is void.

(b) If any provision of these Terms are held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of: (i) such provision under other circumstances, or (ii) the remaining provisions hereof under all circumstances.

(c) SirenGPS' or a Community's failure to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter.

The express waiver by SirenGPS or Community of any provision, condition or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

(d) Waiver by a Community shall not be construed as waiver by SirenGPS, and vice versa, without expression in writing.

(e) This agreement, your use of the Service, the use of SirenGPS Services by a Community, deployment by SirenGPS, or any other conceivable action or inaction on the part of SirenGPS, a Community, or any of the individuals associated with any of these entities shall constitute an assumption of any obligation or a waiver of any rights or protections by those entities or individuals whether related or unrelated to the Service.

Notwithstanding anything else in these Terms, no default, delay or failure to perform on the part of SirenGPS or a Community shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of SirenGPS or a Community.

13. Choice of Law

With the exception of the “Most Favorable” choice of law provision set forth in Item 7 above with respect to the limitation of liability, these Terms are governed by and construed under Missouri law as such law applies to agreements between Missouri residents entered into and to be performed entirely within Missouri. Venue for any dispute under these Terms involving SirenGPS is appropriate only in St Louis County, Missouri. All notices given by you or required under these Terms shall be in writing and addressed to SirenGPS at 9272 Olive Boulevard, St. Louis, MO, or faxed to (800) 570-3807, Attn.: SirenGPS Account Administration, or emailed to info@sirengps.com (<mailto:info@sirengps.com>).

In order to set up your Account, you will be required to accept all of the above terms and conditions. If you do not accept this Agreement, follow the instructions for opting out.

 ([//www.facebook.com/pages/SirenGPS/303305073056315](https://www.facebook.com/pages/SirenGPS/303305073056315))  ([//www.twitter.com/SirenGPS](https://www.twitter.com/SirenGPS))

 ([//www.linkedin.com/company/sirengps](https://www.linkedin.com/company/sirengps))

contact (/contact)

GEORGIA DEPARTMENT OF CORRECTIONS
WALKER COUNTY FIRE RESCUE
FIREFIGHTER AND LEASE OF VEHICLE
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into as of February 14, 2019 by and between the Georgia Department of Corrections (“Department”), an agency of the State of Georgia, and Walker County Fire Rescue (“County”), an agency within Walker County acting through its duly constituted Commissioner, hereinafter jointly referred to as “parties.”

The purpose of this Agreement is for the Department and County to jointly provide firefighting services to Walker County and for Walker County to Lease the Department vehicles as described herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth below, the parties agree as follows:

1. Term and Amendment: This Agreement will continue for a period of three (3) years and six (6) months, commencing on February 14, 2019 and terminating on August 31, 2022 (“Term”), unless extended by an amendment duly executed by both parties. The affiliation and working relationship may be renewed for additional terms, not to exceed fifty (50) years, by mutual consent expressed in writing and signed by the parties. Notwithstanding the foregoing, either party may terminate this Agreement upon six months’ prior written notice. In addition, if the Department or County shall at any time breach this agreement or violate any of the terms or conditions of this agreement, the non-breaching or non-violating party may immediately terminate this Agreement.
2. Amendment: The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. Any changes, modifications, or amendments to this Agreement will be effective only if reduced to writing and signed by both parties.
3. Expenses: Each party shall be solely responsible for any expense that party incurs as a result of performing the services as stated herein.
4. Compensation: The parties agree that neither party shall be compensated due to the

party's performance of services as stated herein.

5. Notices: Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Agreement on behalf of the party at the address identified in the Intergovernmental Agreement. Each such notice shall be deemed to have been provided:

- (a) At the time it is actually received; or,
- (b) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (c) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

To County: Chief Blake Hodge
Fire Chief
107 Alex Drive
Chickamauga, Georgia 30707

To the Department: Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Offices South at Tift College
Gibson Hall 3rd Floor
300 Patrol Road
P.O. Box 1529
Forsyth, Georgia 31029

Copy to: Shawn Wombles
Director of Fire Services
Georgia Department of Corrections
State Offices South at Tift College
P.O. Box 1529
Forsyth, Georgia 31029

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

6. Scope of Services. The Parties agrees to perform fully and faithfully the services described in Exhibit “A”, attached hereto and incorporated by reference herein (the “Services”) in accordance with standards applicable to similar professionals practicing in the geographic locality that the Services are to be performed. The Parties agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein. No provision of this Agreement shall be construed to prohibit the Parties from offering similar or different services to the public, including other State agencies.
7. Equipment. The Department is not required to provide any equipment to the County except as specifically provided under this Agreement and Scope of Service (Exhibit A).
8. Insurance: The Department shall provide and maintain comprehensive and collision insurance coverage for the vehicles provided under this Lease Agreement for the duration of this Agreement.
9. Confidential Information:
 - a. **Access to Confidential Data.** The County’s employees, agents and assigns may have access to confidential data maintained by the State to the extent necessary to carry out the County's responsibilities under the Contract. The County shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State.
 - b. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the County shall be considered the property of the State. The County must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.
 - c. **Subpoena.** In the event that a subpoena or other legal process is served upon the County for records containing confidential information, the County shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

d. Reporting of Unauthorized Disclosure. The County shall immediately report to the State any unauthorized disclosure of confidential information.

e. Survives Termination. The County's confidentiality obligation under the Contract shall survive termination of the Contract.

10. Termination:

a) Termination Upon Notice. Following six (6) months' written notice, the Department or County may terminate the Contract in whole or in part without the payment of any penalty or incurring of any further obligation.

b) Termination Due to Change in Law. The Department shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the County as a result of any of the following:

(i) The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department; and/or

(ii) The Department's duties are substantially modified.

c) Payment Limitation in Event of Termination. The Department shall not be liable for any costs incurred by the County in its performance of the Contract, including, but not limited to overhead or other costs associated with the performance of the Contract. This provision in no way limits the remedies available to the Department under the Contract in the event of termination.

11. Product Recall: In the event that any of the equipment or vehicles provided by the County are found by the County, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such equipment or vehicle be reworked or recalled, the County will promptly communicate all relevant facts to the Department and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Department from taking such action as may be required of it under any such law or regulation. The County shall perform all necessary repairs or modifications at its sole expense except to any extent that the County and the Department shall agree to the performance of such repairs by the Department upon mutually acceptable terms.

12. Drug-Free Workplace. The County acknowledges that it is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, *et seq.* The County hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. Furthermore, if County has more than one employee, County shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 *et seq.*, throughout the duration of this Agreement.
13. Assignment and Delegation: The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the County shall be considered an assignment.
14. Use of Third Parties: Except as may be expressly agreed to in writing by the Department, County shall not subcontract, assign, delegate or otherwise permit anyone other than County or County's personnel to perform any of County's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which County enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve County of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the County under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Department. The Department shall have the right to request the removal of a subcontractor from the Contract for good cause.
15. Time is of the Essence: Time is of the essence with respect to the performance of the terms of the Contract. County shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
16. Taxes: The Department is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on County. The Department is exempt from State and Local Sales and Use Taxes. Tax Exemption Certificates will be furnished upon request.

17. Intellectual Property: County agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
18. Cumulative Rights: The various rights, powers, options, elections and remedies of any party provided in the Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or undischarged.
19. Successors in Interest: All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
20. Authorizations: The persons signing this Agreement represent and warrant to the other parties that:
- (a) It has the right, power and authority to enter into and perform its obligations under the Contract; and
 - (b) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
21. Delay or Impossibility of Performance: Neither party shall be in default under the Agreement if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the County.
22. Vehicle Title: The County shall retain title to all vehicles during the term of this lease agreement. In the event the County offers the vehicle for sale to GDC or offers to transfer title of the vehicles to GDC, then a separate agreement shall be entered into between the Parties.
23. Compliance with the Law: The County, its employees, agents, and assigns shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the

Agreement. The County, its employees, agents and assigns shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Agreement. County and County's personnel shall also comply with all State and Department policies and standards in effect during the performance of the Agreement, including but not limited to the Department's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Agreement.

24. Choice of Law and Forum: The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
25. Limitation of Liability: County hereby expressly agrees to assume all risk of loss or damage to any such State vehicles or other property in the care, custody, and control of County's personnel. County further agrees that vehicles transported by County personnel in a vehicle belonging to County (including any vehicle rented or leased by County or County's personnel) shall be deemed to be in the sole care, custody, and control of County's personnel while being transported. Nothing in this section shall limit or affect County's liability arising from claims brought by any third party.
26. Integration: The Agreement represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Agreement.
27. Supersedes Former Contracts or Agreements: Unless otherwise specified in the Agreement, this Agreement supersedes all prior Contracts or Agreements between the Department and the County for the goods and services provided in connection with the Agreement.
28. Headings or Captions: The paragraph headings or captions used in the Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
29. Severability: If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not

affect the validity or enforceability of any other part or provision of the Agreement. Further, if any provision of the Agreement is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

30. Waiver: Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the County, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

31. Obligations Beyond Agreement Term: The Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Agreement. All obligations of the County incurred or existing under the Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Agreement.

32. Warranties:

a) **Conformity with Contractual Requirements.** The County represents and warrants that the goods and services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.

b) **Authority to Enter into Contract.** The County represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the Department.

c) **Obligations Owed to Third Parties.** The County represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the County pursuant to the Contract are or will be fully satisfied by the County so that the State and the Department will not have any obligations with respect thereto.

d) **Title to Property.** The County represents and warrants that title to any property assigned to or being leased to GDC is good and that in the event the property is subject to any security interest or other lien or encumbrance,

GDC shall not be responsible any way for such security interest or other lien or encumbrance.

e) Industry Standards. The County represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the County's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

32. Counterparts: The parties agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

33. Further Assurances and Corrective Instruments: The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required for carrying out the expressed intention of the Agreement.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS

WALKER COUNTY FIRE RESCUE

By: _____
Jennifer Ammons
General Counsel

By: _____

Print
Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. The Department Shall:

- a. Department will provide adequate inmate firefighters, Department staff, firefighting equipment, vehicles, and supplies to provide the first response to all reported structure fires, automatic alarms, and brush fires with structures in danger within the first response district designated by County. The designated district will be in the unincorporated area located in Walker County.
- b. Department will respond to all reported structure fires, automatic alarms, and brush fires with structures in danger in Walker County outside of its primary response district to provide backup.
- c. Department will be responsible for providing one station to house the fire trucks.
- d. Department will be solely responsible for providing turn out gear for inmate firefighters to include trousers, boots, jackets, helmets, and other equipment worn by inmate firefighters.
- e. Department will lease two vehicles from the County, including one fire engine and one truck, in accordance with Exhibit B which has been made a part of this Agreement.
- f. Department will assist with minor preventive maintenance of the fire trucks leased to Department by County such as oil changes.
- g. Department will provide fuel for the vehicles County leases to the Department.
- h. Department will follow County's rules and regulations provided there are no conflicts with the Department's standard operating procedures, rules, and regulations.
- i. If Walker State Prison ceases to operate the fire station, this Agreement will immediately terminate and Department agrees to return to County all vehicles and equipment received from County pursuant to this Agreement.
- j. Department shall protect the vehicles from deterioration, other than normal wear and tear, and will not use the vehicles for any purpose other than that for which it was designed.
- k. The Department shall allow the County full and free access to the equipment for the purpose of maintenance and repairs during the Department's normal business hours and subject to the Department's operational guidelines, including security regulations.

2. The County Shall:

- a. County will assign the Department a first response district equal to response districts assigned to other stations located in Walker County.
- b. County will provide to Department adequate fire protection equipment so that the Insurance Services Office standards rating in the first response district in which the Department shall serve pursuant to this agreement shall be maintained, to include the following items:
 - i. County will provide fire protection equipment such as ladders, nozzles, adapters, fittings, axes, hose ramps, and other equipment on the fire trucks County provides;

- ii. County will provide pagers, radio equipment, and other devices to facilitate communication between the Department and the County;
 - iii. County will lease two vehicles to the Department, including one fire engine and one truck,
 - iv. County will be solely responsible for providing maintenance, and repairs for the fire trucks County leases to the Department.
- c. County will provide training to the Department's inmates and staff at no cost to the Department to ensure that all fire truck drivers meet or exceed the County's Fire Apparatus Program.
- d. County shall be responsible for product shipment and delivery. All vehicles shall be shipped F.O.B destination. Destination shall be Walker State Prison Fire Station. All items shall be at the County's risk until they have been delivered and accepted by the Department. All items shall be subject to inspection on delivery. County agrees that hidden damage will remain the responsibility of the County to remedy without cost to the Department, regardless of when the hidden damage is discovered.
- e. The vehicles are and shall remain at all times the sole property of the County. The Department shall not acquire any title to the vehicle except as set forth in the Agreement, if any.
- f. County shall, at its own expense, maintain the vehicles in good working order and will make all necessary adjustments and repairs to the vehicles.
- g. Upon termination of the Agreement, County shall enter the premises of the Department and remove the vehicles at no cost to the Department. County shall arrange and confirm a removal time with the Department during the Department's normal business hours and subject to the Department's operational guidelines, including security regulations.

**EXHIBIT B
VEHICLE DESCRIPTION**

Description of Vehicles Leased A and B respectively	Mileage	Serial Number / VIN Number	New/Used	Minimum Equipment Insurance Amount Required (Value of Vehicle)
2002 FORD F550		1FDAW57F93EA63191	USED	\$75,000
1997 Freightliner FL 80 1500 EPM Dumper		1FV6JLCB7VH-795177	USED	\$80,000

Vehicle A. Description of Intended Purpose:

Vehicle B. Description of Intended Purpose:

**WALKER COUNTY STORMWATER FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 30th day of January, 2019, by and between (Insert Full Name of Owner) Hibbymo Properties - Nabhis, LLC hereinafter called the "Landowner", and the Governing Authority of the Walker County, hereinafter called the "County".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel 04912-055 Identification Number as recorded by deed in the land records of Walker County, Georgia, and Deed Book 02006 Page 0599-0000 hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Dollar General # 20624 (Name of Plan/Development on the final plat) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for detention of Stormwater within the confines of the property; and

WHEREAS, the County and Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Walker County, Georgia, require that on-site Stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site Stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the forgoing premises, the covenants contained hereon, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site Stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Stormwater management facilities. This includes all pipes, channels or other conveyances built to convey Stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quality of the Stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists are to be used to establish what good working condition is acceptable to the County.
3. The Landowner, its successors and assigns, shall inspect the Stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlets structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and inspect the Stormwater management facilities whenever the County deems necessary. The purpose of inspection is to follow-up on deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the Stormwater management facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Stormwater management facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for Stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

COUNTY OF _____, GEORGIA

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this _____ day

of _____ 20 _____, by _____

NOTARY PUBLIC

My Commission Expires _____

Approved as to Form:

County Attorney

Date

3.4.1.3 Inspection and Maintenance Requirements


Table 3.4.1-1 Typical Maintenance Activities for Dry Detention / Dry ED Basins
(Source: Denver Urban Storm Drainage Manual 1999)

Activity	Schedule
1. Remove debris from basin surface to minimize Outlet clogging and Improve aesthetics	Annually and following significant storm events
2. Remove sediment buildup Repair and revegetate eroded areas Perform structural repairs to inlet and others	as needed based on inspection
3. Mow to limit unwanted vegetation	Routine

Volume 2 (Technical Handbook)

Georgia Stormwater Management Manual 3.4-5

Company/Corporation/Partnership Name: Hibbymo Properties - Naomi LLC

Signature: 

The foregoing Agreement was acknowledged before me this 30

Day of January, 20 19, by Bernadette Maynard

NOTARY PUBLIC

My Commission Expires: _____



Amy Brown, Office Manager
P.O. Box 1025
LaFayette, GA 30728
706-638-2214
706-638-4821 (Fax)

**DISTRICT ATTORNEY
LMJC**

Memo

To: Becky – Walker County Commissioner’s Office
From: Amy Brown
Date: 2/9/2019
Re: Agreement of Funding of Prosecution Based VOCA Program

Attached is an Agreement for Funding of Prosecution Based VOCA Program for Supplement Funding received by our office for existing VOCA Grant # C17-8-171. The agreement has been signed by District Attorney Herbert Franklin and requires signature by Commissioner Whitfield for acceptance of the funds by our office. The signed document is due to the Prosecuting Attorney’s Council of Georgia by February 20, 2019 **therefore we will need the signed agreement back to me no later than February 19, 2019.** Please return the original signed documents to me and we will forward to the Prosecuting Attorney’s Council of Georgia. We will receive a copy of the signed agreement from PAC after it is signed by their representative. I will forward your office a copy of the completed signed agreement upon receipt.

I appreciate your assistance in facilitating the signature of the required documents. If you have any questions, please do not hesitate to call or email me.

Thank you.

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program
SUPPLEMENTAL COMPETITIVE FUNDING

County: Walker

Implementing Prosecuting Attorney: Lookout Mountain Judicial Circuit

Allocation 1 (Base Funding): CJCC Grant No: C17-8-171

A. Federal Funds:	\$ <u>5,453</u>
B. Matching Funds:	\$ <u>1,363</u>
C. Total Funds:	\$ <u>6,816</u>

Initial Grant Period: January 1, 2019 to September 30, 2019

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

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on January 1, 2019 and shall continue in effect until September 30, 2019, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.
 - (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of

Crime Act Assistance Grant Program (hereinafter referred to as “VOCA”). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

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

4. PACGA, County and Prosecuting Attorney Contact Information:

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

- (b) Change of contact information:

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

5. Scope of Project:

- (a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims’ services by the Prosecuting Attorney within the County.
- (b) The Prosecuting Attorney will make mandated victims’ services available throughout the Prosecuting Attorney’s territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit “B”)

- (c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:
 - (1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;
 - (2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.
 - (d) Early Notification Services: For offices that accepted funding in addition to continuation funding for the Federal Fiscal Year 2015-2016, the Prosecuting Attorney agrees to work to develop protocols with law enforcement or courts conducting first appearance hearings within the jurisdiction that will help to identify victims and provide services to victims at or before the defendant's first appearance hearing.
 - (e) Post-Adjudication Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 2016-2017 to provide post-adjudication services, the Prosecuting Attorney agrees to provide services to victims during the post-adjudication phase of the criminal justice process and capture VSSR data related to this service provision.
 - (f) Victims Comp Services: For offices that accept funding in addition to continuation funding for the Federal Fiscal Year 2017-2018 to provide a victims compensation advocate, the Prosecuting Attorney agrees to hire an additional advocate and designate an advocate as the Victims Compensation point-of-contact for the Circuit.
 - (g) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 9a).
6. Budget Limitation: The approved budget total (see 9a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.
7. Matching Funds Requirement:
- (a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.
 - (b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.

- (c) A match waiver has been requested on funds provided to hire one or more victims' compensation advocates.
- (d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at \$15 per hour.

8. Use of Volunteers:

- (a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government.

9. Programmatic Reporting Requirements:

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

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

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

Quarter 1	October 1 – December 31, 2018	Due: January 15, 2019
Quarter 2	January 1 – March 31, 2019	Due: April 15, 2019
Quarter 3	April 1 – June 30, 2019	Due: July 15, 2019
Quarter 4	July 1 – September 30, 2019	Due: October 15, 2019

- (b) Outcome Performance Measurement Surveys (Bi-annual).

- (1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Annually	Oct. 1, 2018-Sept. 30, 2019	Due: October 30, 2019

- (2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website:
<http://surveys.cjcc.ga.gov/mrIWeb/mrIWeb.dll?I.Project=NEWOPM2016>.

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA by February 20, 2019.

Separate budget worksheets are required for Base funding, Comp Advocate funding, and One-Time Costs. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.

- (b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and New (victims compensation advocate) funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2018	Due: January 15, 2019
Quarter 2	January 1 – March 31, 2019	Due: April 15, 2019
Quarter 3	April 1 – June 30, 2019	Due: July 15, 2019
Quarter 4	July 1 – September 30, 2019	Due: October 15, 2019

- (c) Counties and Prosecuting Attorneys must document volunteer in-kind match hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.
- (d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:
- (1) The point of contact information;
 - (2) Request to modify budget within currently approved categories;
 - (3) Request for a no-cost extension;
 - (4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).
- (e) All program staff, both paid and volunteers, must keep time sheets documenting total time worked, time worked on grant activities, and the percentage of total time spent on grant activities. Time worked on grant activities must be further broken down into CJCC approved categories.

11. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.
12. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement, the Special Conditions set forth by CJCC and in PACGA Policy 11.2, and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.
13. Audit: County will allow, obtain and cooperate with any audit or investigation of grant

administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other funds.

14. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least five years from the completion of said project and shall be made available to PACGA upon request. Personnel records for grant funded positions must be retained as provided by the state retention schedule for Personnel records.
15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.
17. Termination:
 - (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
 - (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.
 - (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of

this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

- (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
 - (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.
 - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.
 - (4) An assignment is made by the County for the benefit of creditors.
 - (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

18. Victims of Crime Act - Funding Conditions:

- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.
- (c) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.
- (d) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: <https://ojp.gov/financialguide/index.htm>

- (e) The County and Prosecuting Attorney hereby assure and certify that it:
- (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;
 - (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
 - (3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

19. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.

20. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.

21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:

Herbert E. Franklin
Signature

2-11-2019
Date signed by Prosecuting Attorney

Herbert E. (Buzz) Franklin
Printed Name

The Honorable
District Attorney, Lookout Mountain Judicial Circuit
Solicitor-General, _____ County

COUNTY EXECUTION:

Signature

Date signed by County

Shannon K. Whitfield
Printed Name

Sole Commissioner
Title

Designee for Walker County

PACGA EXECUTION:

Signature

Date signed by Council

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
Attn: Kathy Kemp
1590 Adamson Parkway, Fourth Floor
Morrow, Georgia 30260-1755
(770) 282-6300
Email: kkemp@pacga.org

2. The County's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

Walker County Commissioner' Office

Attention: Greg McConnell, Chief Financial Officer

Post Office Box 445

LaFayette, GA 30728

Telephone No.: (706) 638-1437

Email: g.mcconnell@walkerga.us

3. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

Lookout Mountain Judicial Circuit District Attorney's Office

Attention: Herbert E. Franklin, Amy Brown, Amy Reed

Post Office Box 1025

LaFayette, GA 30728

Telephone No.: (706) 638-2121

Email: hfranklin@pacga.org
abrown@pacga.org
areed@pacga.org

EXHIBIT B
PACGA Policy 11.2



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013;
amended April 15, 2015, amended
August 24, 2016, amended July 15,
2017.

11.2

Victim Services

Victims of Crimes Act - Funding
Conditions

1. Purpose.

This policy establishes policies, procedures and conditions that apply to all prosecution-based victim services programs that receive funding through the Council as specified in Section 3.

2. Authority.

(a) Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112.

(b) O.C.G.A. §§ 15-18-14.2; 15-18-40(c); 15-18-73(b).

3. Scope.

(a) This policy applies to all district attorneys and solicitors-general that receive federal funding under the Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112, as amended, (hereinafter referred to as “funded offices”) that are administered by the Council pursuant to one or more grants from the Criminal Justice Coordinating Council.

(b) The provisions of this policy constitute binding special conditions that must be adhered to as a condition of the receipt of grant funds and are in addition to any other special conditions that may apply to the federal grant program.


4. Definitions.

(a) “CJCC” means the Criminal Justice Coordinating Council.

(b) “Funded office” means a district attorney’s office or a solicitor-general’s office that is receiving VOCA funds through the Council.

(c) “OJP” means the Office of Justice Programs of the United States Department of Justice.

(d) “VOCA” means the Victims of Crime Act, 42 U.S.C. Chapter 112.

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

(e) “VWAP” means a prosecution-based victim-witness assistance program operated by a funded office.

5. Role of the Council.

- (a) The Council is the fiscal officer for the prosecuting attorneys and the recipient of federal funds under VOCA. The Council is responsible to the CJCC, and through them to the federal grantor agency, for providing administrative oversight and insuring that all prosecuting attorneys’ offices receiving VOCA funds comply with all state and federal statutes, rules, and regulations applicable to such grant, as well as any special conditions that apply to the grant.
- (b) The Executive Director is responsible to the Council for the proper administration of the grant and timely making any reports required by the grant. The Executive Director may designate one or more employees to perform any function necessary to administer the grant or which necessarily appertain thereto.

6. Responsibilities of District Attorneys or Solicitors-General.

- (a) The district attorney or solicitor-general of a funded office is responsible for the proper administration of the funds received by their office and compliance with this policy.
- (b) The district attorney or solicitor-general of a funded office may designate, in writing, an employee to be responsible for the administration of the grant funds and making any reports required by this policy or the grant. A copy of such designation shall be submitted to the Executive Director or his or her designee.
- (c) Each funded office agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program set forth in 28 CFR 94.101 et seq.



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013;
amended April 15, 2015, amended
August 24, 2016, amended July 15,
2017.

11.2

Victim Services

Victims of Crimes Act - Funding
Conditions

- (d) Each funded office agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Council or CJCC during and subsequent to the grant award period.
- (e) Each funded office agrees to obtain and maintain a Data Universal Numbering System (DUNS) number and to provide that number to the Council.
- (f) Each funded office agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM).
- (g) Each funded office agrees to adhere to the provisions set forth in all executed Memoranda of Agreement and in the Special Conditions issued by CJCC or the Council.

7. Delivery of Services to Victims.

- (a) No cost for Services. Funded offices must provide services to crime victims at no charge.
- (b) Core Services. Funded offices must, at a minimum, abide by the provisions of the "Crime Victims' Bill of Rights," O.C.G.A. § 17-17-1, et seq., including, but not limited to, providing the following core services:
 - (1) Educating victims about their role in the criminal justice process.
 - (2) Stabilizing Lives:
 - (A) Funded offices shall:
 - (i) Coordinate crime scene clean-up services;
 - (ii) Provide information and assistance with the return of stolen/damaged property;



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013;
amended April 15, 2015, amended
August 24, 2016, amended July 15,
2017.

11.2

Victim Services

Victims of Crimes Act - Funding
Conditions

- (iii) Provide referrals to and coordinate services with agencies that provide food, shelter, support groups, medical care, and crisis/emergency intervention and long-term therapy/counseling;
- (iv) Provide assistance with information, application, and document collection for Crime Victim Compensation, ensuring that all victims understand their rights to receive compensation, all applicable eligibility requirements, and all application procedures;
- (v) Provide assistance with information, application, and document collection for restitution in order to ensure that restitution is made a part of every applicable criminal sentence; and
- (vi) Provide assistance with other applications (TANF, Immigration, leases, etc.) and/or other paperwork relating to acquiring services as a direct result of the crime.

(B) Funded offices may:

- (i) Assist victims requesting assistance in working with bill collectors/creditors, where expenses directly resulted from the crime or loss of wages due to the crime; and
- (ii) Assist victims with employers and/or school administrators when victims lose wages, employment, or time as a direct result of the crime or cooperation with the prosecution.

(3) Meeting Emotional & Physical Needs.

(A) Funded offices shall:



Prosecuting Attorneys' Council of Georgia

Policies & Procedures		Approved October 2, 2013; amended April 15, 2015, amended August 24, 2016, amended July 15, 2017.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

- (i) Ensure advocates' availability to victims and law enforcement around the clock, ensuring provision of both information about victim options immediately following the crime and first-response emotional support & crisis intervention (homicide, aggravated assault and domestic/family violence cases, and crisis response);
- (ii) Assist with death and serious injury notifications for families of victims;
- (iii) Provide assistance with preparation of Victim Impact Statements and presentation of the Statements in court;
- (iv) Provide assistance with letters, Victim Impact Statements, registration for Georgia Victim Impact Panel, facilitation of/accompaniment to Victim Visitor's Day, clemency hearings and executions, etc.;
- (v) Provide follow-up services to victims at hospital facilities, coroner's offices, and/or funeral homes;
- (vi) Provide personnel availability during interviews to help victims feel more comfortable;
- (vii) Provide emotional support to victims and their families throughout the judicial process;
- (viii) Provide practical assistance to ensure necessary court appearances of victims (e.g., services for disabled victims and translators); and
- (ix) Provide appropriate post-sentence referrals and intervention if needed.

(4) Meeting Safety & Security Needs.



Prosecuting Attorneys' Council of Georgia

Policies & Procedures

Approved October 2, 2013;
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11.2

Victim Services

Victims of Crimes Act - Funding
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(A) Funded offices shall:

- (i) Assist victims with safety planning;
- (ii) Coordinate communication with necessary professionals concerning on-going activities of the defendant that place the victim in fear and/or physical jeopardy;
- (iii) Prompt necessary actions to expedite a stage of the case for victim protection (i.e., alert prosecutors if a case is dismissed in Magistrate Court to initiate the indictment/bond process for victim protection;
- (iv) Prompt necessary actions to initiate the process for probation revocation if defendant violates the sentence terms and jeopardizes victim safety, etc.;
- (v) Provide information and advocacy regarding Temporary Protective Orders;
- (vi) Assist victims with notification requests to the county jail, Department of Corrections, Department of Community Supervision, and State Board of Pardons and Paroles regarding the defendant's release from incarceration and/or supervision; and
- (vii) Provide a comfortable waiting area apart from defendant's family and acquaintances;

(5) Assisting with the Criminal Justice System.

(A) Funded offices shall:



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- (i) Assist the victim and family members with understanding the criminal justice system and what to expect at each stage of the process;
- (ii) Assist the victim and family members with understanding all legal terminology and strategy during processing of the case;
- (iii) Advocate for restitution at time of sentencing);
- (iv) Coordinate victim needs for transportation and travel that may include; air, train, bus, auto, accommodations, and meals;
- (v) Assist victims with warrant application processes and attend pre-warrant court hearings;
- (vi) Serve as liaison between victims, investigators, prosecutors and court personnel;
- (vii) Provide assistance to investigators and prosecutors for initial and ongoing contact with victims (e.g., interviews and scheduling of interviews);
- (viii) Ensuring that contact information and the physical location of the victim is maintained and accurate for continuation of services;
- (ix) Provide courtroom orientation and pre-trial preparation to testifying victims;
- (x) Escort victims to court and related hearings;
- (xi) Provide ongoing communication and information regarding status of the case, bond hearings, grand jury decisions, disposition options, appellate decisions, etc.;



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- (xii) Attend hearings with victims or on behalf of victims when their presence is not required;
- (xiii) Assist victims with making contact with the Board of Pardons and Paroles and the Department of Corrections to request notification regarding a defendant's entry into the prison system and offering avenues for opinions on early parole release;

(6) Education & Collaboration:

(A) Funded offices shall have personnel:

- (i) Serve on community victim advocacy committees, boards of directors, and task forces, acting as liaison for prosecutors' offices and the judicial system (i.e., shelters, rape-crisis centers, etc.);
- (ii) Represent the office on various victims' service bodies including; child fatality review, domestic violence fatality review, sexual assault response team, elder abuse task force, domestic violence task force, various multi-disciplinary teams, etc.;
- (iii) Provide training to community, law enforcement, educational facilities and other professionals on victim assistance and victim related issues including, but not limited to, family violence, identity theft, sexual assault, child abuse, teen dating violence, elder abuse, the criminal and civil justice process, stalking, and crime prevention; and
- (iv) Provide ongoing information and literature to educate victims about the Victim Assistance Program, criminal justice process, and other relevant issues through pamphlets, handouts, presentations, referrals, internet, etc.

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(B) Funded offices may have personnel:

- (i) Serve on a Victim Impact Panel as member or coordinator, and hold monthly meetings, and assist in recruiting, training and maintaining victim panel members and speakers.

(7) Prosecutorial Assistance:

(A) Funded offices shall:


- (i) As needed, assist investigators and prosecutors with obtaining reports from DFACS, child advocacy and assessment centers, and other agencies;
 - (ii) As needed, assist investigators and prosecutors with completing referral forms and setting up forensic interviews at child advocacy and assessment centers;
 - (iii) Upon request from investigators, prosecutors, or child advocacy and assessment center personnel, will attend forensic interviews and multidisciplinary team meetings (MDT);
 - (iv) As needed, assist investigators and prosecutors with documentation in domestic and family violence cases (e.g. photographs of victim's injuries, statements, etc.).
- (8) Post-conviction. If the accused is found guilty and sentenced to incarceration in the custody of the Georgia Department of Corrections (GDOC) or supervision by the Georgia Department of Community Supervision (GDSCS) funded offices will connect the victim with the Georgia Office of Victim Services and assist the victim with registering for offender status notifications.

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(c) Limited English Proficient Victims.

- (1) Funded offices shall provide access to services and literature in Spanish and other languages as needed
- (2) Each funded office must have a written plan that ensures that victims who are not proficient in the English language are afforded access to services as required by Executive Order 13166. At a minimum, the plan must meet the requirements set forth in U.S. Dept. Of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41455-41472 (June 18, 2002).
- (3) In addition, funded offices that provide hotline services will provide PAC documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Funded offices that provide hotline services will ensure that TTY machines are operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

For information and resources for providing services to LEP or disabled individuals, visit LEP.gov or Georgia's Americans with Disabilities Act Coordinator's Office, <http://ada.georgia.gov>. You may also contact CJCC for technical assistance with questions or concerns.

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(d) Equal Opportunity.

- (1) Funded offices shall provide services to all victims without regard to the victim's race, color, national origin, religion, sex or disability. Any person who believes that they have been discriminated against based on his or her race, color, national origin, religion, sex or disability has the right to file a civil rights complaint with the Office of Justice Programs.
- (2) Each funded office shall display the following statement in a prominent location where it will be visible to staff and visitors to the office and include it in any publications provided to members of the public:

The Victim Witness Assistance Program does not discriminate against individuals or groups on the basis of race, color, national origin, religion, sex or disability. If you believe you have been the target of discrimination, you have the right to file a civil rights complaint. Information on how to file a civil rights complaint can be found on the Office of Justice Programs website. <http://www.ojp.gov/about/ocr/complaint.htm>

(e) Immigration status.

Funded offices that rely on in-kind (non-cash) services necessary to protect life or safety without charge based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. See Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 2353-2001) 66 FR 3613.

(f) Victims of Federal Crimes.



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Funded offices must provide services to victims of federal crimes on the same basis as victims of state and/or local crimes. A victim of a federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.

(g) Victims of Crimes Committed by Juveniles.

Beginning January 1, 2014, funded offices must provide services to a victim of a delinquent act committed by a child which would constitute a crime if committed by an adult as required by O.C.G.A. § 15-11-481. If the funded office opts out of prosecuting delinquency cases in one or more counties in accordance with O.C.G.A. § 15-18-6.1, the funded office must provide the Council with documentation showing how victims of delinquent acts in those counties will receive services required by O.C.G.A. § 15-11-481 and this policy.

8. Use of Volunteers.


- (a) Funded offices must use volunteers unless a waiver is submitted to and approved by the Federal government that indicates that there is a compelling reason to waive this requirement. A “compelling reason” may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.
- (b) Funded offices are required to complete an annual certification indicating the use of volunteers.
- (c) Each funded office agrees to meet any minimum volunteer requirements set forth by CJCC in the Special Conditions unless the requirement is waived in writing by CJCC.

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- (d) Funded offices shall furnish a listing of all project volunteers that provide direct services, a copy of the contract or agreement between each volunteer and the funded office identifying responsibilities for both parties, and a written job description indicating what types of direct services the volunteer will provide.
- (e) Funded offices wishing to claim volunteer hours as in-kind match may do so at the standard rate for the provision of direct services by a volunteer of \$12.00 per hour. Higher rates must be pre-approved by CJCC.
- (f) Funded offices must document direct service volunteer hours provided as in-kind match both with individual timesheets completed by each volunteer and through the use of CJCC's monthly volunteer time log or any other form or certification CJCC implements for the use of documenting volunteer time.

9. Non-Discrimination in Service Provision.

- (a) As recipients of federal funds from the Department of Justice, all funded offices are subject to the following federal non-discrimination laws:
 - (1) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d;
 - (2) Section 504 of the Rehabilitation Act of 1973 - 29 U.S.C. § 794;
 - (3) The Omnibus Crime Control and Safe Streets Act of 1968 - 42 U.S.C. § 3789d(c)(1);
 - (4) Title II of the Americans with Disabilities Act - 42 U.S.C. § 12132;
 - (5) Title IX of the Education Amendments of 1972 - 20 U.S.C. § 1681 (applicable to all funded offices that conduct training);

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(6) The Age Discrimination Act of 1975 - 42 U.S.C. § 6101; and,


(7) Equal Treatment for Faith-Based Organizations - 28 C.F.R. § 38.1 et seq. (prohibits discrimination based on religious affiliation during service delivery).

(b) In the event that a federal or state court, or federal or state administrative agency, makes an adverse finding of discrimination against a funded office, after a due process hearing, on the ground of race, color, national origin or sex, the funded office must submit a copy of the finding to the Council, the CJCC and the OJP Office of Civil Rights.

10. Local Victim Assistance Program Funding, a/k/a Five Percent (5%) Funding, Certification & Reporting.

(a) Funded offices must be certified and eligible to receive 5% funds by CJCC. Funded offices that are not certified as of the date that the funded office enters into the memorandum of agreement with Council, the county and the prosecuting attorney, must complete certification requirements prior to drawing down funds.

(b) Funded offices are required by O.C.G.A. § 15-21-132 to submit an annual report to CJCC detailing the receipt and expenditure of 5% funds by January 15 or other deadline established by CJCC of each year. This report must include the total amount of funds received pursuant to this Code section, the purposes for which the funds were expended, and the total number of victims served in each county for which the funds were received. A copy of the annual report shall also be submitted to each county governing authority from which funds were received pursuant to this Code section.

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11. Other Required Certifications.


- (a) As recipients of federal funds, funded offices are required to verify certain conditions and behaviors by completing certification requirements provided in the common rules for lobbying, drug-free workplaces, and suspension and debarment of the Office of Justice Programs (OJP).
- (b) Funded offices must complete and submit OJP Form 4061/6 entitled “Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements” to the Council with the memorandum of agreement.

12. Political Activity.

- (a) The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. § 7323, (as amended), concerning the political activity of government employees are applicable to funded office staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by federal grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.
- (b) If any changes occur in the funded office’s lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. Federal funds cannot be used, 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 approval of OJP.

13. Equal Employment Opportunity Plan.

Funded offices must meet the requirements of 28 C.F.R. § 42.301 et seq., Equal Employment Opportunity Plans (EEOP). The plan must cover the grant period specified in the grant


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application submitted by the Council, and an EEOP certification form be submitted directly to the Federal Government. If an office needs technical assistance in preparing an Equal Employment Opportunity Plan, they should contact the Office of Civil Rights Compliance Specialist, Office of Justice Programs, Washington, D.C., (202) 307-0690.

14. Training of Personnel.

- (a) All victim advocate staff must have completed 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA), CJCC, the Council or any other organization approved by CJCC that provides training specific to serving crime victims. New staff must complete this training within 12 months of the start of employment as a victim advocate.
- (b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.
- (c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>
- (d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Use of Timesheets for Personnel

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- (a) All VOCA funded staff (whether funded with Federal or matching funds) and direct victim service volunteers must maintain timesheets as specified by CJCC. Timesheets should be maintained on file where the staff member is employed and submitted to PAC or CJCC upon request.

16. Use of Federal Funds for Personnel Only

- (a) The Council requires that all Federal funds pay for costs of personnel only, unless, through a competitive process, CJCC has awarded Federal funds specifically for non-personnel items.
 - (1) Funded offices seeking an exception to use Federal funds to pay for non-personnel costs must submit their request in writing to the Council for approval prior to expending funds.
- (b) Matching funds may be used to pay for any allowable cost item, subject to limitations set forth by CJCC or the Council. Under this project, the Council specifically reserves the right to prohibit expenditures related to purchases of equipment costing \$5,000 or more.

17. Allowable Direct Service Costs.

The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office and include only the pro-rated share related to providing direct victim services. Direct services for which VOCA funds may be used include, but are not limited to the following:

- (a) *Immediate Health and Safety.* Those services which respond to the immediate emotional, psychological, and physical needs (excluding medical care) of crime victims such as:
 - (1) Crisis intervention;
 - (2) Accompaniment to hospitals for medical examinations;



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- (3) Hotline counseling;
 - (4) Safety planning;
 - (5) Emergency food, clothing, transportation, and shelter
 - (6) Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed;
 - (7) Short-term (up to 45 days) nursing home, adult foster care, or group home placement for adults for whom no other safe, short-term residence is available;
 - (8) Window, door, or lock replacement or repair, and other repairs necessary to ensure victim's safety;
 - (9) Emergency legal assistance, such as filing for restraining orders or protective orders, and obtaining emergency custody orders and visitation rights;
 - (10) Costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's (or in the case of a minor child, the victim's parent's or guardian's) health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Nonprescription and prescription medicine, durable medical equipment (such as wheelchairs, crutches, hearing aids, eyeglasses), and other healthcare items are allowed, and
;
- (b) *Personal advocacy and emotional support.* Personal advocacy and emotional support including, but not limited to:



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- (1) Working with a victim to assess the impact of the crime;
 - (2) Identification of victim's needs;
 - (3) Case management;
 - (4) Management of the practical problems created by the victimization
 - (5) Identification of resources available to the victim;
 - (6) Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed, or;
 - (7) Traditional, cultural, and/or alternative therapy/healing (e.g. art therapy, yoga).
- (c) *Mental Health Counseling and Care.* Mental health counseling and care, including, but not limited to, outpatient therapy/counseling (including, but not limited to, substance abuse treatment so long as the treatment is directly related to the victimization) provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered;
- (d) *Peer-support.* Including but not limited to, activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support;
- (e) *Facilitation of participation in criminal justice and other public proceedings arising from the crime.* The provision of services and payment of costs that help victims participate in the criminal justice system and in other public proceedings arising from the crime (e.g. juvenile justice hearings, civil commitment proceedings), including, but not limited to:
- (1) Advocacy on behalf of the victim;



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- (2) Accompanying a victim to offices and court;
 - (3) Transportation, meals and lodging to allow a victim who is not a witness to participate in a proceeding;
 - (4) Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
 - (5) Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceedings;
 - (6) Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
 - (7) Assistance with Victim Impact Statements;
 - (8) Assistance in recovering property that was retained as evidence, or;
 - (9) Assistance with restitution advocacy on behalf of crime victims.
- (f) *Legal assistance.* Legal assistance services (including, but not limited to, those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization. Such services include, but are not limited to:
- (1) Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding, or;


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(2) Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization.

- (g) *Transportation.* Transportation of victims to receive services and to participate in criminal justice proceedings;
- (h) *Public awareness.* Public awareness and education presentations (including, but not limited to, the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance;
- (i) *Transitional housing.* Subject to any restriction on amount, length of time, and eligible crimes set forth by CJCC, transitional housing for victims (generally, those who have a particular need for such housing, and who cannot safely return to their previous housing, due to the circumstances of the victimization), including, but not limited to, travel, rental assistance, security deposits, utilities, and other costs incidental to the relocation to such housing, as well as voluntary support services such as childcare and counseling;
- (j) *Relocation.* Subject to any restriction on amount, length of time, and eligible crimes set forth by CJCC, relocation of victims (generally, where necessary for the safety and well-being of a victim), including, but not limited to, reasonable moving expenses, security deposits on housing, rental expenses, and utility startup costs.


18. Allowable Costs for Activities Supporting Direct Services

The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office and include only the pro-rated share related to providing direct victim services.

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The following other allowable costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

- (1) *Coordination of activities.* Coordination activities that facilitate the provision of direct services, include, but are not limited to, statewide coordination of victim notification systems, crisis response teams, multi-disciplinary teams, coalitions to support and assist victims, and other such programs, and salaries and expenses of such coordinators (Please note: due to the eligibility requirements of the VOCA Assistance Grant Program, this item is not intended to allow the funding of statewide coalitions that do not provide direct services);
- (2) *Supervision of direct service providers.* Payment of salaries and expenses of supervisory staff in a project, when CJCC determines that such staff are necessary and effectively facilitate the provision of direct services;
- (3) *Multisystem, interagency, multidisciplinary response to crime victim needs.* Activities that support a coordinated and comprehensive response to crime victims needs by direct service providers, including, but not limited to, payment of salaries and expenses of direct service staff serving on child and adult abuse multidisciplinary investigation and treatment teams, coordination with federal agencies to provide services to victims of federal crimes and/or participation on statewide or other task forces, work groups, and committees to develop protocols, interagency, and other working agreements;
- (4) *Contracts for professional services.* Contracting for specialized professional services (e.g. psychological/psychiatric consultation, legal services, interpreters), at a rate not to exceed a reasonable market rate, that are not available within the organization;
- (5) *Automated systems and technology.* Subject to the provisions of the DOJ Grants Financial Guide and government-wide grant rules relating to acquisition, use and disposition of property purchased with federal funds, procuring automated systems and

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technology that support delivery of direct services to victims (e.g., automated information and referral systems, email systems that allow communications among victim service providers, automated case-tracking and management systems, smartphones, computer equipment, and victim notification systems), including, but not limited to, procurement of personnel, hardware, and other items, as determined by CJCC after considering:

- (A) Whether such procurement will enhance direct services;
 - (B) How any acquisition will be integrated into and/or enhance the program's current system;
 - (C) The cost of installation;
 - (D) The cost of training staff to use the automated systems and technology;
 - (E) The ongoing operational cost, such as maintenance agreements or supplies, and;
 - (F) How additional costs relating to any acquisition will be supported (Please note: In an effort to avoid duplication and coordinate large scale technology projects, CJCC must pre-approve all expenditures related to automated systems and technology.
 - (G) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by the Council.
- (6) *Volunteer trainings.* Activities in support of training volunteers on how to provide direct services when such services will be provided primarily by volunteers.


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19. Allowable Administrative Costs.


The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office and include only the pro-rated share related to providing direct victim services.

Administrative costs for which VOCA funds may be used by funded offices include, but are not limited to, the following::

- (1) *Personnel costs.* Personnel costs that are directly related to providing direct services and supporting activities, such as staff and coordinator salaries expenses (including fringe benefits), and a pro-rated share of liability insurance;
- (2) *Skills training for staff.* Training exclusively for developing the skills of direct service providers including paid staff (both VOCA-funded and not) and volunteers, so that they are better able to offer quality services, including, but not limited to, manuals, books, videoconferencing, electronic training resources, and other materials and resources related to training. Conferences must be pre-approved by CJCC.
- (3) *Training-related travel.* Costs such as travel (in-State, regional, and national) including meals, lodging registration fees and other travel costs for paid direct service staff (both VOCA-funded and not);
 - (A) Reimbursement of expenses for training must meet the Statewide Travel Policy promulgated by the State Accounting Office (SAO) and the Office of Planning and Budget (OPB) pursuant to O.C.G.A. § 50-5B-5 and Chapter 6 of the Council's Rules. Reimbursement rates must follow local, State or Federal rates, whichever is lowest.

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- (4) *Organizational Expenses.* Organizational expenses that are necessary and essential to providing direct services and other allowable victim services, including, but not limited to, the prorated costs of rent; utilities; local travel expenses for service providers; and required minor building adaptations necessary to meet the Department of Justice standards implementing the Americans with Disabilities Act and/or minor modifications that would improve the program's ability to provide services to victims (Please note: construction costs are generally not allowed; please contact CJCC if you are considering applying for funds for any type of building adaptations or modifications);
- (5) *Equipment and furniture.* Subject to limitations set forth by the Council and CJCC, expenses of procuring furniture and equipment that facilitate the delivery of direct services (e.g., mobile communication devices, telephones, braille and TTY/TDD equipment, computers and printers, video cameras and recorders for documenting and reviewing interviews with children, two-way mirrors, colposcopes, digital cameras, and equipment and furniture for shelters, work spaces, victim waiting rooms, and children's play areas), except that the VOCA grant may be charged only the prorated share of an item that is not used exclusively for victim-related activities;
- (A) Title to all equipment and/or supplies purchased with Federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.
- (B) Funded offices cannot use VOCA funds to purchase supplies for another organization or individual to perform a victim related service.


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(6) *Operating costs.* Operating costs include but are not limited to the pro-rated share of:

- (A) Supplies
- (B) Equipment use fees
- (C) Property insurance,
- (D) Printing, photocopying, and postage;
- (E) Courier service;
- (F) Brochures that describe available services;
- (G) Books and other victim-related materials;
- (H) Computer backup files/tapes and storage;
- (I) Security systems;
- (J) Design and maintenance of Web sites and social media, or;
- (K) Essential communication services such as web hosts and mobile device services.

(7) *VOCA administrative time.* Costs of administrative time spent performing the following:

- (A) Completing VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics;

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- (B) Collecting and maintaining crime victims' records;
 - (C) Conducting victim satisfaction surveys and needs assessments to improve victim services delivery in the project, and;
 - (D) Funding the pro-rated share of audit costs.
- (8) *Leasing or purchasing vehicles.* Costs of leasing or purchasing vehicles, as determined by CJCC after considering, at a minimum, if the vehicle is essential to the provision of direct services;
 - (9) *Maintenance, repair, or replacement of essential items.* Costs of maintenance, repair, and replacement of items that contribute to maintenance of a healthy or safe environment for crime victims (such as a furnace in a shelter; and routine maintenance, repair costs, and automobile insurance for leased vehicles), as determined by CJCC after considering, at a minimum, if other sources of funding are available;
 - (10) *Project evaluation.* Costs of evaluations of specific projects (in order to determine effectiveness), within the limits set by CJCC. Please note: expenses of this type require pre-approval by CJCC.

20. Expressly Unallowable Costs.

No VOCA funds may be used to fund or support the following:

- (1) *Lobbying.* Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. 1913), whether conducted directly or indirectly;



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August 24, 2016, amended July 15,
2017.

11.2


Victim Services

Victims of Crimes Act - Funding
Conditions

- (2) *Research and studies.* Research and studies, except for project evaluation under 28 CFR § 94.121(j);
- (3) *Active investigation and prosecution of criminal activities.* The active investigation and prosecution of criminal activity, except for the provision of victim assistance services (e.g., emotional support, advocacy, and legal services) to crime victims under 28 CFR § 94.119, during such investigation and prosecution;
- (4) *Fundraising.* Any activities related to fundraising, except for fee-based, or similar, program income authorized by CJCC;
- (5) *Capital expenses.* Capital improvements, property losses and expenses, real estate purchases, mortgage payments, and construction (except as specifically allowed by CJCC);
- (6) *Compensation for victims of crime.* Reimbursement of crime victims for expenses incurred as a result of a crime;
- (7) *Medical care.*
- (8) *Salaries and expenses of management.* Salaries, benefits, fees, furniture, equipment, and other expenses of executive directors, board members, and other administrators.

21. Motor Vehicle Operations.

- (a) *Seat Belt Use.* Pursuant to 23 U.S.C. §§ 402 and 403, and 29 U.S.C. § 668, funded offices, as a recipient of Federal contracts, subcontracts, and grants, shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and sub-recipients when operating government-owned, rented, or personally owned vehicles.

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- (b) Text Messaging While Driving. Text messaging while driving is prohibited for all personnel funded by grants administered by the Council pursuant to grants from CJCC. See Council Policy 12.2(6)(f).

22. Reporting Fraud or Criminal Activity Involving Grant Funds.

- (a) Funded offices agree to promptly refer to the U.S. Department of Justice (DOJ) Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

- (b) Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General U.S. Department of Justice Investigations Division
 950 Pennsylvania Avenue, N.W.
 Room 4706
 Washington, DC 20530
 e-mail: oig.hotline@usdoj.gov
 hotline: (contact information in English and Spanish) (800) 869-4499
 hotline fax: (202) 616-9881

- (c) Additional information is available from the DOJ OIG website at:
<http://www.justice.gov/oig/hotline/>

23. Use of psychologists, professional counselors, social workers, and marriage and family therapists.



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Approved October 2, 2013;
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August 24, 2016, amended July 15,
2017.

11.2

Victim Services

Victims of Crimes Act - Funding Conditions

- (a) Funded offices agree to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq.).
- (b) Funded offices agree to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq.).

24. Compliance with Federal Uniform Guidance and Audit Requirements.

- (a) Funded offices must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. §200.0 et seq., as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. §2800.101 et seq. Funded offices further understand and agree that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from C.F.R. §200.0 et seq. (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide.
- (b) The Catalog of Federal Domestic Assistance (CFDA) number for this grant program is 16.575

25. Access to Records.

Funded offices will provide the Council, the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and their representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

26. Records & Reports; Use of TRACKER.

- (a) As used in this section:



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2017.

11.2

Victim Services

Victims of Crimes Act - Funding Conditions

- (1) "TRACKER" means the Tracker Prosecutor Case Management System, a secure, on-line computer case management system operated by the Council;
 - (2) "VSSR Data" means data that documents the number of new and existing victims served, the demographics of victims, the type of crimes involved and the number and types of services provided to victims by funded offices.
- (b) Funded offices shall utilize TRACKER to document the number of new and existing victims served, the demographics of new victims, and the number and types of services provided victims of crime. Data shall be entered into TRACKER at or near the time services are provided.
- (1) Any funded office not on TRACKER on October 1, 2013 shall, as a condition of receiving funds, take all necessary steps to begin using TRACKER by the end of the first quarter.
 - (2) Funded offices not on TRACKER as of October 1, 2013, must maintain and submit VSSR data to the Council in such form as the Director of the Information Technology Division shall prescribe until such time as TRACKER becomes available for use by that office.
 - (3) When the Executive Director determines that TRACKER is available for use within a circuit or county, failure to utilize TRACKER may result in withholding of reimbursement of expenditures or void the memorandum of agreement.
- (c) Each funded office is responsible for the accuracy of data entered into TRACKER and reported to CJCC.
- (1) The victim assistance coordinator in each funded office shall review VSSR data for completeness and accuracy at least monthly.



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August 24, 2016, amended July 15,
2017.

11.2

Victim Services

**Victims of Crimes Act - Funding
Conditions**

(2) For offices utilizing TRACKER to manage the preparation and disposition of criminal and civil cases, the victim assistance coordinator is only responsible for the completeness and accuracy of VSSR data related to those cases.

(d) Any unauthorized use of TRACKER may result in the loss of access to the system, termination of employment, or criminal or civil prosecution.

27. Prior Approval Required for Certain Contracts or Subcontracts.

Funded offices cannot use any federal funds, either directly or indirectly, in support of any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of CJCC and OJP.

28. National Environmental Policy Act.

Funded offices must comply with the National Environmental Policy Act, 83 Stat. 852, 42 U.S.C. § 4321, et seq., and other related federal environmental impact analysis requirements if the funded office engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds:

(a) New construction


(b) Minor renovation or remodeling of a property that is either:

(1) Listed on or eligible for listing on the National Register of Historic Places; or

(2) Located within a 100-year flood plain.

(c) A renovation, lease, or other proposed use of a building or facility that will either:

(1) Result in a change in its basic prior use; or

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(2) Significantly change its size.

(d) Implementation of a new program involving the use of chemicals other than those:

(1) Purchased as an incidental component of a funded office; or

(2) Traditionally used, for example, in office, household, recreational or educational environments.

Civic Affairs Foundation

an **ACCG** initiative

February 1, 2019

Mr. Joe Legge
101 S. Duke Street
P. O. Box 445
LaFayette, GA 30728

Dear Joe:

I am pleased to inform you that Walker County has been awarded a Georgia County Internship Program (GCIP) grant from the ACCG Civic Affairs Foundation. This grant is awarded for the 2019 summer program in the amount of **\$1,311.80** for the **Creation & Launch of Video** intern project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the grant contact. A grant contract package is enclosed for you to complete and return.

Please contact me at mnesmith@accg.org or at 404-522-5022 if you need assistance in publicizing the proposed internship position. While the Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the county to recruit, interview and hire the intern. In the event your county is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded and will be used by the Foundation to fund future internship grants.

Congratulations and thank you for participating in the GCIP summer grant program.

Sincerely,



Michele NeSmith
ACCG Civic Affairs Foundation

cc: Shannon Whitfield
Rebecca Wooden

Civic Affairs Foundation

an **ACCG** initiative

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.** (“the **FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Walker County County (“**COUNTY**”), having its principal office at 101 S. Duke Street. In exchange for valuable consideration, the parties agree as follows. LaFayette, GA 30728

I. GENERAL TERMS.

A. Agreement Term:

This **AGREEMENT** shall be effective as of May 1, 2019, and shall terminate on September 1, 2019, unless terminated earlier under other provisions of this **AGREEMENT**.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Government Internship Program for approved projects to the **COUNTY** to defray the costs of internships for undergraduate students, graduate students and recent graduates employed by the **COUNTY** from May 1, 2019 until September 1, 2019. This **AGREEMENT** provides the terms and conditions under which the **COUNTY** may employ an intern funded by this grant.

II. COMPENSATION.

In exchange for the **COUNTY** hiring undergraduate students, graduate students and recent graduates to perform projects as provided for in the approved grant application and to learn about the operations of county government, the **FOUNDATION** shall provide funding to the **COUNTY** as follows:

A. Use of Grant Funds. Funding provided by the grant shall be exclusively used to pay the wages and employment costs for interns approved by the **FOUNDATION** for the **COUNTY** to participate in an up to 200 hour paid internship per intern to be performed between May 1, 2019, and September 1, 2019.

1. Amount of Compensation.

- a. **Hourly Rate.** Interns funded in whole or in part by this grant shall be paid a minimum of \$10.00 per hour. The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$10.00 per hour for each hour worked up to 200 hours, for a maximum of reimbursement of \$2,000.00, unless the **COUNTY** has agreed to pay a percentage of the costs.

If the **COUNTY** has agreed to pay a percentage of the costs for wages as provided for in their approved grant application, the **COUNTY** shall be responsible for paying that percentage and the **FOUNDATION** will provide a reimbursement for the remainder of the costs.

The **COUNTY** may pay the intern at a higher rate than \$10 per hour at its own expense as provided for in their approved grant application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the hourly rate of \$10 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost to cover the intern under the **COUNTY'S** workers' compensation plan at the rate of \$1 per \$100.00 of wages at the rate of \$10 per hour that are eligible for grant reimbursement up to a maximum reimbursement rate of \$20.00. The **COUNTY** shall be responsible for workers' compensation costs for wages provided in excess of \$10 per hour as provided for in their approved grant application or as established at a later time by the **COUNTY**.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of paying Federal Insurance Contributions Act (FICA) at a maximum reimbursement of \$153. If the **COUNTY** has agreed to provide additional funding above the \$10 per hour rate as provided for in their approved grant application or as established at a later time by the **COUNTY**, the **COUNTY** shall pay the FICA costs for the additional funding.

- 2. **Proof of Payment of Intern.** Upon completion of the internship and before September 23, 2019, the **COUNTY** shall provide the following information to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form; (3) proof of payment for each payment period for every intern receiving funding through this **AGREEMENT**; and (4) signed and completed reimbursement form provided by the **FOUNDATION**. All proof of payment information shall be submitted by September 23, 2019 in order to be eligible to receive grant reimbursement.

- 3. **Additional Compensation for Intern.** The **COUNTY** may supplement the funds provided under this **AGREEMENT** in order to increase the hourly wages of the intern. Notification of the supplement, along with supporting information documenting the

increase, shall be submitted to the **FOUNDATION** if not previously provided for in the approved grant application. The **COUNTY** may also increase the hours worked by the intern, in which case the **COUNTY** is required to pay for any hours worked beyond 200 hours, as well as any overtime worked in accordance with the Fair Labor Standards Act. The **COUNTY** shall be responsible for the additional FICA and workers' compensation coverage for the additional wages. No grant reimbursement will be provided to the **COUNTY** by the **FOUNDATION** for any hours worked beyond 200 hours or for FICA costs or worker's compensation coverage beyond the 200 hour period or beyond the \$10 per hour rate.

III. Obligations of COUNTY:

- A. Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved grant application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- B. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this **AGREEMENT**, the **COUNTY** must hire an undergraduate student, graduate student, or recent graduate as an employee to perform the projects as provided for in the approved grant application. The **COUNTY** may not hire an intern as an independent contractor.
- C. Withholdings, Coverage and Wage Requirements.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern's earnings and for withholding the employee share of applicable FICA costs. The intern must be paid at least \$10.00 per hour and be covered by the **COUNTY'S** workers' compensation plan.
- D. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- E. Compliance with Applicable Provisions of Federal and State Laws and Regulations**
 - 1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 - 2. **Compliance with Other Applicable Laws.** The **COUNTY** shall comply with all applicable federal, state and local laws, rules and regulations regarding the intern(s) hired under this **AGREEMENT**.

3. **Fair Labor Standards Act**
4. **Public Law 104-191**, August 21, 1996: **Health Insurance Portability and Accountability Act of 1996 (HIPPA)**.
5. **Walsh-Healy Act**, 41 U.S.C. 35 et seq.
6. **Service Contract Act of 1965**, 41 U.S.C. 351-58, as amended by P.L. 92-473 and P.L. 94-489
7. **Vietnam Era Veterans and Rehabilitation Assistance Act**, P.L. 107-288.
8. **Public Law 109-234, Salary and Bonus Limitations.**
9. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

F. Duty to Notify FOUNDATION. It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.

IV. Contract Modification/Alteration

No amendment, modification or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. Termination

- A. Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit the final contract expenditure report not later than 20 days after the effective date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- B. Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of this **AGREEMENT**, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, or recent graduate is hired to continue and

complete the internship within the grant period and at least 100 hours are remaining of the internship.

VI. Access to Records, Records Retention, and Investigation

- A. The state, federal government and **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct in performing the terms of the contract made by the **COUNTY**. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless Clause

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION** and the Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.
- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

IX. Nepotism

Counties that have a nepotism policy for their new hires are required to apply that policy to the hire of any intern through the Georgia County Internship Program that is paid through this grant. In the absence of such a policy, the county shall refrain from hiring interns who are closely related by blood or marriage to an elected or appointed county government official for that county or who has a hiring or supervisory role over the intern. Counties should also apply their personnel policies on dating in the workplace to any intern hired through this grant. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

X. Campaign and Other Impermissible Activities

Interns hired through the Georgia County Internship Program and paid for through this grant are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the county. Interns are further not permitted to run personal errands for county officials and staff or work on projects that are unrelated to county government. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

XI. Miscellaneous Provisions

- A. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION** or the Association County Commissioners of Georgia (ACCG).
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.
- D. The ACCG is not a party to this contract. Any work done on behalf of the **FOUNDATION** by the ACCG is performed solely in an administrative capacity. As such, nothing contained in this **AGREEMENT** shall be construed to constitute the ACCG or any of its employees, agents, or subcontractors as a partner, employee, or agent of the **COUNTY** nor shall the **COUNTY** have any authority to bind the ACCG in any respect.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A Intern Consent Form

- Exhibit B Intern Information Form
- Exhibit C Frequently Asked Questions about GCIP Internships
- Exhibit D Reimbursement Form
- Exhibit E E-Verify Usage Acknowledgement Form
- Exhibit F County Grant Application

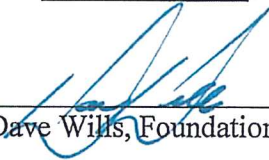
COUNTY:

Chair

Shannan K. Whitfield
Name

This 14th day of Feb., 2019

FOUNDATION:



Dave Wills, Foundation Secretary-Treasurer

Dave Wills
Name

This 28 day of Jan, 2019

Civic Affairs Foundation

an **ACCG** initiative

February 1, 2019

Mr. Joe Legge
101 S. Duke Street
P. O. Box 445
LaFayette, GA 30728

Dear Joe,

I am pleased to inform you that Walker County has been awarded a Georgia County Internship Program (GCIP) grant from the ACCG Civic Affairs Foundation. This grant is awarded for the 2019 summer program in the amount of **\$2,173** for the **Legal Internship** project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the grant contract. A grant contract package is enclosed for you to complete and return.

Please contact me at mnesmith@accg.org or at 404-522-5022 if you need assistance in publicizing the proposed internship position. While the Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the county to recruit, interview and hire the intern. In the event your county is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded and will be used by the Foundation to fund future internship grants.

Congratulations and thank you for participating in the GCIP summer grant program.

Sincerely,



Michele NeSmith
ACCG Civic Affairs Foundation

cc: Jonas Mathew Williamson
Shannon Whitfield
Rebecca Wooden

Civic Affairs Foundation

an **ACCG** initiative

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC. (“the FOUNDATION”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and Walker County County (“COUNTY”), having its principal office at 101 S. Duke Street. In exchange for valuable consideration, the parties agree as follows. LaFayette, GA 30728

I. GENERAL TERMS.

A. Agreement Term:

This AGREEMENT shall be effective as of May 1, 2019, and shall terminate on September 1, 2019, unless terminated earlier under other provisions of this AGREEMENT.

B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Government Internship Program for approved projects to the COUNTY to defray the costs of internships for undergraduate students, graduate students and recent graduates employed by the COUNTY from May 1, 2019 until September 1, 2019. This AGREEMENT provides the terms and conditions under which the COUNTY may employ an intern funded by this grant.

II. COMPENSATION.

In exchange for the COUNTY hiring undergraduate students, graduate students and recent graduates to perform projects as provided for in the approved grant application and to learn about the operations of county government, the FOUNDATION shall provide funding to the COUNTY as follows:

A. Use of Grant Funds. Funding provided by the grant shall be exclusively used to pay the wages and employment costs for interns approved by the FOUNDATION for the COUNTY to participate in an up to 200 hour paid internship per intern to be performed between May 1, 2019, and September 1, 2019.

1. Amount of Compensation.

- a. **Hourly Rate.** Interns funded in whole or in part by this grant shall be paid a minimum of \$10.00 per hour. The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$10.00 per hour for each hour worked up to 200 hours, for a maximum of reimbursement of \$2,000.00, unless the **COUNTY** has agreed to pay a percentage of the costs.

If the **COUNTY** has agreed to pay a percentage of the costs for wages as provided for in their approved grant application, the **COUNTY** shall be responsible for paying that percentage and the **FOUNDATION** will provide a reimbursement for the remainder of the costs.

The **COUNTY** may pay the intern at a higher rate than \$10 per hour at its own expense as provided for in their approved grant application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the hourly rate of \$10 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost to cover the intern under the **COUNTY'S** workers' compensation plan at the rate of \$1 per \$100.00 of wages at the rate of \$10 per hour that are eligible for grant reimbursement up to a maximum reimbursement rate of \$20.00. The **COUNTY** shall be responsible for workers' compensation costs for wages provided in excess of \$10 per hour as provided for in their approved grant application or as established at a later time by the **COUNTY**.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of paying Federal Insurance Contributions Act (FICA) at a maximum reimbursement of \$153. If the **COUNTY** has agreed to provide additional funding above the \$10 per hour rate as provided for in their approved grant application or as established at a later time by the **COUNTY**, the **COUNTY** shall pay the FICA costs for the additional funding.

2. **Proof of Payment of Intern.** Upon completion of the internship and before September 23, 2019, the **COUNTY** shall provide the following information to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form; (3) proof of payment for each payment period for every intern receiving funding through this **AGREEMENT**; and (4) signed and completed reimbursement form provided by the **FOUNDATION**. All proof of payment information shall be submitted by September 23, 2019 in order to be eligible to receive grant reimbursement.

3. **Additional Compensation for Intern.** The **COUNTY** may supplement the funds provided under this **AGREEMENT** in order to increase the hourly wages of the intern. Notification of the supplement, along with supporting information documenting the

increase, shall be submitted to the **FOUNDATION** if not previously provided for in the approved grant application. The **COUNTY** may also increase the hours worked by the intern, in which case the **COUNTY** is required to pay for any hours worked beyond 200 hours, as well as any overtime worked in accordance with the Fair Labor Standards Act. The **COUNTY** shall be responsible for the additional FICA and workers' compensation coverage for the additional wages. No grant reimbursement will be provided to the **COUNTY** by the **FOUNDATION** for any hours worked beyond 200 hours or for FICA costs or worker's compensation coverage beyond the 200 hour period or beyond the \$10 per hour rate.

III. Obligations of COUNTY:

- A. Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved grant application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- B. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this **AGREEMENT**, the **COUNTY** must hire an undergraduate student, graduate student, or recent graduate as an employee to perform the projects as provided for in the approved grant application. The **COUNTY** may not hire an intern as an independent contractor.
- C. Withholdings, Coverage and Wage Requirements.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern's earnings and for withholding the employee share of applicable FICA costs. The intern must be paid at least \$10.00 per hour and be covered by the **COUNTY'S** workers' compensation plan.
- D. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- E. Compliance with Applicable Provisions of Federal and State Laws and Regulations**
 - 1. The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 - 2. Compliance with Other Applicable Laws.** The **COUNTY** shall comply with all applicable federal, state and local laws, rules and regulations regarding the intern(s) hired under this **AGREEMENT**.

3. **Fair Labor Standards Act**
4. **Public Law 104-191**, August 21, 1996: **Health Insurance Portability and Accountability Act of 1996 (HIPPA)**.
5. **Walsh-Healy Act**, 41 U.S.C. 35 et seq.
6. **Service Contract Act of 1965**, 41 U.S.C. 351-58, as amended by P.L. 92-473 and P.L. 94-489
7. **Vietnam Era Veterans and Rehabilitation Assistance Act**, P.L. 107-288.
8. **Public Law 109-234, Salary and Bonus Limitations.**
9. **Georgia Security and Immigration Compliance Act.** The COUNTY agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

F. Duty to Notify FOUNDATION. It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.

IV. Contract Modification/Alteration

No amendment, modification or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. Termination

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice to terminate by the FOUNDATION. The COUNTY shall be required to submit the final contract expenditure report not later than 20 days after the effective date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- B. **Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of this AGREEMENT, this AGREEMENT shall terminate within 20 days of the separation unless another undergraduate student, graduate student, or recent graduate is hired to continue and

complete the internship within the grant period and at least 100 hours are remaining of the internship.

VI. Access to Records, Records Retention, and Investigation

- A. The state, federal government and **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct in performing the terms of the contract made by the **COUNTY**. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless Clause

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION** and the Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.
- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

IX. Nepotism

Counties that have a nepotism policy for their new hires are required to apply that policy to the hire of any intern through the Georgia County Internship Program that is paid through this grant. In the absence of such a policy, the county shall refrain from hiring interns who are closely related by blood or marriage to an elected or appointed county government official for that county or who has a hiring or supervisory role over the intern. Counties should also apply their personnel policies on dating in the workplace to any intern hired through this grant. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

X. Campaign and Other Impermissible Activities

Interns hired through the Georgia County Internship Program and paid for through this grant are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the county. Interns are further not permitted to run personal errands for county officials and staff or work on projects that are unrelated to county government. Counties that fail to follow these requirements will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities.

XI. Miscellaneous Provisions

- A. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION** or the Association County Commissioners of Georgia (ACCG).
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.
- D. The ACCG is not a party to this contract. Any work done on behalf of the **FOUNDATION** by the ACCG is performed solely in an administrative capacity. As such, nothing contained in this **AGREEMENT** shall be construed to constitute the ACCG or any of its employees, agents, or subcontractors as a partner, employee, or agent of the **COUNTY** nor shall the **COUNTY** have any authority to bind the ACCG in any respect.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A Intern Consent Form

- Exhibit B Intern Information Form
- Exhibit C Frequently Asked Questions about GCIP Internships
- Exhibit D Reimbursement Form
- Exhibit E E-Verify Usage Acknowledgement Form
- Exhibit F County Grant Application


COUNTY:

Chair

Shannon K. Whitfield
Name

This 14th day of Feb., 2019

FOUNDATION:



Dave Wills, Foundation Secretary-Treasurer

Dave Wills
Name

This 28 day of Jan., 2019

Walker County Departmental Statistics - January 2019

Department	Monthly Totals				YTD Totals		Yearly Totals		
Animal Shelter	December		January		2019		2018		
	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	D
Intake	64	6	63	10	63	10	1,176	25	1,
Adopted	40	13	24	6	24	6	138	34	2
Rescued	30	0	28	7	28	7	749	13	6
Returned to Owner	6	0	5	0	5	0	125	0	2
Euthanized	7	0	4	0	4	0	56	2	3
Codes Enforcement	December		January		2019		2018		
In Compliance	248		403		403		5,124		
Violations	9		42		42		857		
Closed Cases	12		7		7		339		
Fire Department	December		January		2019		2018		
Total Responses	507		n/a		n/a		6,359		
-using Quick Response Vehicles	458		n/a		n/a		5,343		
Smoke Alarms Installed	20		42		42		228		
Litter	December		January		2019		2018		
Roadside Trash Pounds	12,940		10,320		10,320		122,912		
Mountain Cove Farms	December		January		2019		2018		
Total Nights Booked	53		27		27		908		
Planning	December		January		2019		2018		
Single Family New Home Construction	3		7		7		124		
Public Relations	December		January		2019		2018		
Media Impressions (stories)	41		19		19		509		
Facebook Followers Added	129		124		124		2,182		
Facebook Posts	49		44		44		487		
WalkerCountyGA.gov visitor views	24,974		27,067		27,067		316,285		
Newsletter Subscribers Added	60		21		21		925		
Public Works	December		January		2019		2018		
Patching/Potholes	379		547		547		4,798		
Walker Transit	December		January		2019		2018		
Total Trips	1,841		2,052		2,052		21,551		