

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, October 24, 2019

Time: Immediately following the Public Hearing

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

Open of the Regular Meeting

Minutes: Approval of the minutes from the two Public Hearings September 24, 2019, Regular Scheduled Commissioner's Meeting that was held on September 24, 2019 and Special Called Commissioner's Meeting that was held on September 30, 2019

New Business:

- I. Veterans Day Proclamation
- II. GEMA/Homeland Security Memorandum of Understanding
- III. Amendment for Tyler Software upgrade
- IV. Transportation Services Contract by Transit Alliance Group, Inc. with Walker Transit
- V. Purchase Order 2020-00000124, Rackley Roofing Company for Walker County Maintenance Shop repairs 14,550 sq. ft =/-
- VI. Purchase Order 2020-00000051, Prater Ford Inc for the purchase of two 2019 Ford F-150
- VII. Purchase Order 2020-00000078, Prater Ford Inc for the purchase of one 2019 Ford F-150

- VIII. Walker County Departmental Statistics - September 2019
- IX. Consideration of application from Kristy Abernathy requesting a Conditional Use Variance for property located at 1426 Happy Valley Road Rossville, GA 30741 Tax Map # 0-135-045
(Recommended for approval by the Planning Commission at first hearing on October 17, 2019)

Adjournment: Commissioner Whitfield will adjourn the Scheduled Meeting

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

The next regular scheduled Commissioner's Meeting will be held on Thursday, November 14, 2019 at 4:00 PM to accommodate citizens who plan to attend the community Veterans Appreciation Banquet at the Walker County Civic Center.



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
September 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 September 24, 2019.

II. Attendees

The following persons were present: Walker County Sole Commissioner Shannon Whitfield, Finance Officer Greg McConnell, Economic and Community Development Director Robert Wardlaw, Legal & Policy Director Matt Williamson, Public Relations Director Joe Legge, County Clerk Rebecca Wooden, IV Whitman, Duane Horton, Brad Pierce & Scott Hundley. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. Open of Public Hearing:

- I.* Commissioner Whitfield introduced a proposed resolution to endorse a tourism development project by Scenic Land Company. He then turned the floor over to representatives from Scenic Land Company for a presentation. Commissioner Whitfield introduced Duane Horton. Mr. Horton stated that he appreciated the opportunity to share information on the Georgia Tourism

Development Act Sales and Use Tax Rebate Program and the update on the progress of McLemore. He explained the state of Georgia has a statewide incentive that they will rebate the sales tax credit, not the county portion, just the state portion back to projects that qualify and that is all over the state that they offer this as a way to help encourage economic development and tourism. Horton said one great thing about this project is that it is off of a state highway. In order for this to move forward the county, the Commissioner would have to sign this resolution showing it is a project he'd like the state to support. Horton then provided an update on McLemore. The redesigned golf course is now open, work has started on the clubhouse, and there is a model home built by Arthur Rutenberg which is one of the largest luxury home builders in the country. There are multiple homes that people are looking at to start building. Horton said the real value that McLemore gives to Walker County is this was an asset before SLC got involved because people were giving property back to the county, now there are people's property values starting to increase, more people are paying now holding on to the value. Every time a home is built up there this isn't something added to the school base, these are second homes. Horton said the project isn't really adding to the necessary services and if everything goes well it will be on the tax digest for around \$18-million and is projected to grow to five or \$600 million dollars without the county putting in any upfront money we just need all of the support we can get to help the state and other assistance we can get in helping this move forward. Mr. Horton began discussing the video showing the 18th hole on the golf course with the gorgeous view overlooking McLemore Cove. He said it is a spectacular hole, and people travel from all over the country to visit it. McLemore has been nominated and accepted by Golf Digest as the "Best New Course" in the entire country. There is stiff competition but SLC is very excited to bring this to not only Georgia but to Walker County as well. Other images were shown with the cloud coverage below. On the other side of the road, this is actually in Dade County; SLC does have some property in Dade County and are the only property owner on Lookout Mountain that owns from one side of the mountain to the other. A slide was shown of a waterfall that SLC doesn't technically own but they do own each side of it and have access rights into it. The reason the state of Georgia is really interested in this site is because of its proximity to other markets to be able to bring revenue from these other cities. There are generally 14 million people within a two hour drive, 28 fortune 500 companies; this is the only place within the

entire southeast that has that kind of density within a two hour drive and one of the few places in the entire country and direct flights to Chattanooga. These are just some of the amenities and all of the things you can do. Another thing is SLC has all of this protected land and this is another way to access this land and be able to generate revenue on something that is otherwise a cost whether to the county or cost to the state. So it's really a return on the investment that's already been made on this protected property being utilized as well. There is already onsite infrastructure in place of the fiber optic internet, water, water tower already there that Dade County put in, sewer service is already there, state highway access and entrance. We are working on funding a fire station/EMT services ourselves that would happen about the time the hotel opened. More slides were shown of the clubhouse that is under construction that over an \$8 dollar project on the clubhouse and surrounding assets there. More slides were shown of the plans of the hotel and conference center that will include 245 rooms, over 15,000 square feet of meeting space as well. It really is an amazing course. The hotel would be flagged by Hilton Curio Collection. They do not have another property like this in the southeast. The hotel flyby model was shown on screen. BB&T Capital Markets Group is doing the underwriting for the project and has finished pulling their underwriting and has successfully free marketed the sales of the bonds. The county isn't issuing bonds by the way; it is going to an outside authority from Wisconsin that is coming in to issue the bonds for the project. The video showed plans of conference area, onsite and offsite excursions, spa, and around the grounds of the hotel. Horton mentioned his development partner Scott Hundley was in the audience and is leading this effort with the design and the construction team to advance this and if everything goes well with the funding, the project should move forward the first of the year. More slides were shown, showing restaurant area, kitchen on the main level. Another video was shown briefly with members and golfers. After the video ended Mr. Horton thanked everyone for the opportunity to update everyone on the status of McLemore project.

Robert Wardlaw wanted to reiterate what Mr. Horton stated earlier regarding the application for incentives for all fellow Walker County citizens. They are not applying for incentives from Walker County, the state has an incentive for tourism but they are careful with those incentives and without the endorsement of the host county they will not even look at the application. Mr.

Wardlaw wanted to make that clear SLC is not here asking us for anything, they are asking for us to help support them as they go get the state incentives that are already there. Wardlaw said are all pulling for them to get these incentives from the state because it is very important to the county. Wardlaw added that normally with a project like this the host county and the private investors are sharing in a public private partnership. He told the crowd that the county is in no position to do this and told SLC candidly upfront that the county doesn't have any money but will support and cheer it to the finish line. Wardlaw added this project is vital to the county's economic future because these are sales tax dollars that replace the need for increased property taxes.

Commissioner Whitfield asked if anyone had any questions for Horton. Citizen George Rogers asked, "What happens if for some reason this project is not finished and as you said this development has been a real check mate situation. So let's say the hotel never gets completed, it's a lot of money to build this hotel, I don't know how much but a whole bunch. What happens to this incentive if the development is never completed? Mr. Horton answered, "This incentive only kicks in if it is completed. It is one of those we only get sales tax back based on sales tax coming in to that project from the state. Again, the county, I left this part out, the county portion of the sales tax alone that would be coming in from the project is well over a million dollars just in sales tax, not counting the property values of the surrounding residential area." Commissioner Whitfield explained this program with the state is a rebate back after everything is up and running and there is sales tax collected and they are rebating back. It is something the state offers to everyone. Whitfield explained a very similar project that got this same type of program a few years ago is when Lake Winnepesaukah did their expansion and opened their water park. They applied and were accepted. The state is looking for positive growth with tourism and people spending money coming to Georgia. The state is excited for people to apply and want this type of program because it brings growth and positive things. Commissioner Whitfield asked if there were any other questions. Hearing none he adjourned at 6:22 PM

IV. Adjournment: The Public Hearing was adjourned at 6:22

VIII. Public Comment

{Video of Public Hearing and comments are on file in
Commissioner's Office – 19-09-24}

IX. Commissioner Comments

{Audio Recording of Commissioner's Hearing comments are on file
in Commissioner's Office – 19-09-24}

These are also available online at
https://www.youtube.com/watch?v=qkt7wCW1_1I

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden



Walker County Governmental Authority
Office of the Commissioner
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437

Minutes of the Scheduled Public Hearing
September 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 6:23 PM on September 24, 2019.

II. Attendees

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

III. Open of Public Hearing:

- I.* Commissioner Whitfield reviewed a request from Bryan and Shannah Johnson requesting a rezone from R-2 to A-1 for property located at 4660 Ringgold Road, LaFayette, GA 30728, Tax Map # 0-333-001. Commissioner Whitfield included the second item on the agenda with this request because it was the same property owners with request for nearby property as well. This is the second Public Hearing on both requests. The first was held by the Planning Commission on September 19, 2019. Bryan and Shannah Johnson requesting a rezone from R-2 to A-1 for property located at 4660 Ringgold Road, LaFayette, GA 30728, Tax Map #0-333-002. Commissioner Whitfield asked if anyone was in

attendance that would like to speak in opposition of this request hearing none, would anyone like to speak in favor of this request. Bryan Johnson was present and asked to come forward to speak in favor of his request. He explained that he and his wife had moved to this area fourteen years ago wanting to build a long term retirement home. Currently blessed and wanting to utilize their property for wedding venues, pumpkin patch to give back to this area. He has no plans of building chicken houses etc. They want to be more appealing to the residents of Walker County.

- // Commissioner Whitfield reviewed a request requesting a rezone from Restore 6:34 requesting a conditional use variance for property located at 236 Streeter Drive LaFayette, GA 30728, Tax Map # 0-469-033. This was also the second Public Hearing on this request. The first was held on September 19, 2019. Commissioner Whitfield asked if anyone was present to speak in opposition of this request, hearing none is there anyone who would like to speak in favor of this request. Ms. Donna Dean and Ms. Jan Burgess were present and asked to come forward to speak in favor of this request. Ms. Dean explained they were doing ministry going into Walker County jail and meeting with the ladies on Monday nights. It is a revolving door for these ladies when they are released and they have no where safe to go. Restore 6:34 would be a safe place and we want to provide a safe mentor and give back to the county. Ms. Burgess explained they would hire two house managers; the residents would adhere to rules, no gambling, no visitors, no drugs or alcohol or cell phones. There would be mandatory curfew of 10:00 PM nightly, supervised visitation off sight, they would have volunteers and staff and if something should occur their probation officer would be contacted and they would be driven to their emergency contact. Evaluation for intake would be very strict allowing only 5-6 residents at a time with the house managers and could live there from 3-15 months. The facility would have a security system. They are hoping for a December completion but February at the latest.

IV. Adjournment: The Public Hearing was adjourned at 6:32 and recessed.

VIII. Public Comment

{Audio Recording of Public Hearing and comments are on file in
Commissioner's Office – 19-09-24}

IX. Commissioner Comments

{Audio Recording of Commissioner's Hearing comments are on file
in Commissioner's Office – 19-09-24}

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 II

Walker County Courthouse Annex III, 201 S Main Street
LaFayette, Georgia 30728
September 24, 2019
6:00 PM

Name

Address

Telephone

[Handwritten signature]



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

September 24, 2019

I. Call to order

Commissioner Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Walker County Courthouse Annex III, 201 S Main Street, Lafayette, Georgia at 6:37 PM on September 24, 2019.

II. Attendees

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

III. New Business:

- I. Commissioner Whitfield read the Dwarfism Awareness Month Proclamation. He introduced the special guest, Joey Stokes and pictures were made.
- II. Commissioner Whitfield explained that he wasn't going to read Resolution R-020-19, proposed endorsement of application by Scenic Land Company, LLC to participate in Georgia Tourism Development Act Sales and Use Tax Rebate Program. They have presented this publically and we are very excited to have this in opportunity in Walker County and are always looking for ways to generate sales tax. Mr. Horton and this group wants to preserve natural beauty are very much committed to this project. This

Hilton is at a minimum 4.5 star property and very unique & I am going to sign into record

- III. Commissioner Whitfield stated on the third item on the Agenda is the support letter and at this time I am also signing the Letter of Support for McLemore Hotel and Conference Center as well.
- IV. Commissioner Whitfield combined and explained Resolution R-021-19 & Resolution R-022-19 to adopt ACCG 457(b) Deferred Compensation Plan for Walker County Employees to adopt Association County Commissioners of Georgia 401(a) Defined Contribution Plan for Walker County Employees. We are enhancing the 401A and the 457B retirement plans and moving them to ACCG. They cover 121 of 159 counties; they handle local governments across the state of Georgia. Employees will be eligible on their first day of starting work.
- V. Commissioner Whitfield read Resolution R-023-19 Amending the fiscal year 2019 budget to appropriate funds for postage for the Elections Office and software for Magistrate Court. He explained that this was only the second amendment this year. Sometimes items come about that just wasn't thought of such as mailing out the voter registration cards to citizens so the citizens will know their voting information for the upcoming elections. The new software for Magistrate Court was an upgrade because of an unexpected software issue. This is not increasing their budget it is only moving money from one line item to another.
- VI. Commissioner Whitfield accepted the recommendations from the Planning Commission and approved the application from Bryan and Shannah Johnson requesting a rezone from R-2 to A-1 for property located at 4660 Ringgold Road, LaFayette, GA 30728, Tax Maps # 0-333-001.
- VII. Commissioner Whitfield accepted the recommendations from the Planning Commission and approved the application from Bryan and Shannah Johnson requesting a rezone from R-2 to A-1 for property located at 4660 Ringgold Road, LaFayette, GA 30728, Tax Maps #0-333-002
- VIII. Commissioner Whitfield accepted the recommendations from the Planning Commission and approved with conditions the application from Restore 6:34, Inc. requesting a conditional use variance for property located at 236 Streeter Drive LaFayette, GA

30728, Tax Map # 0-469-033. The conditions stated were a drive going off of W. Oakton and Restore 6:34 would go back before the Planning Commissioner each year for them to evaluate.

IV. Adjournment: The Commissioner's Meeting was adjourned at 6:59 PM

VIII. Public Comment

{Audio Recording of Regular Scheduled Commissioner's Meeting and comments are on file in Commissioner's Office – 19-09-24}

IX. Commissioner Comments

{Audio Recording of Regular Scheduled Commissioner's Meeting comments are on file in Commissioner's Office – 19-09-24}

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

Walker County Courthouse Annex III, 201 S Main Street

LaFayette, Georgia 30728

September 24, 2019

6:00 PM

Name

Address

Telephone

George Rogers
George Rogers
George Rogers



Walker County Governmental Authority
Office of the Commissioner
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437

Minutes of the Special Called Commissioner's Meeting
September 30, 2019

I. Call to order

Commissioner Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Walker County Commissioners Office, 101 S. Duke Street, Lafayette, Georgia at 12:00 PM on September 30, 2019.

II. Attendees

The following persons were present: Commissioner Shannon Whitfield, Finance Officer Greg McConnell, Human Resources Director Sharleen Robinson, Economic and Community Development Director Robert Wardlaw, Public Relations Director Joe Legge, Walker County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. New Business:

- I. Commissioner Whitfield read both Resolution R-024-19, A Resolution to Adopt A General Fund Budget Containing Estimates of Proposed Revenues and Expenditures for Fiscal Year 2020, Beginning October 1, 2019 and Ending September 30, 2020 & Resolution R-025-19, A Resolution to Adopt An Enterprise Funds & Special Revenue Budget Containing Estimates of Proposed Revenues and Expenditures For Fiscal Year 2020, Beginning October 1, 2019 and Ending September 30, 2020. He asked if anyone had any questions, hearing none he adopted and signed both Fiscal Year 2020 budgets.

- IV. Adjournment:** The Commissioner's Meeting was adjourned at 12:07 PM

VIII. Public Comment

{Audio Recording of Regular Scheduled Commissioner’s Meeting
and comments are on file in Commissioner’s Office – 19-09-30}

IX. Commissioner Comments

{Audio Recording of Regular Scheduled Commissioner’s Meeting
comments are on file in Commissioner’s Office – 19-09-30}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Sign In Sheet

Special Called Meeting

Walker County Courthouse Annex III, 201 S Main Street

LaFayette, Georgia 30728

September 30, 2019

12:00 PM

Name

Address

Telephone

Chuck Castelman 419 Hidden Oaks Dr 423-322-0531

Will Ingram

Gary Williams was in attendance but refused to sign

Gary Williams

Blank lines for additional sign-in entries.



BY THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA

A PROCLAMATION

VETERANS DAY

- WHEREAS:** President Dwight D. Eisenhower signed the first Veterans Day proclamation in 1954 and called on our nation to “pay appropriate homage to the veterans of all wars who have committed so much to the preservation of this nation”; and
- WHEREAS:** Nearly 8% of Walker County’s civilian population devoted their talents to assist our country through military service; and
- WHEREAS:** Our nation has fought and continues to fight battles around the world with the objective of preserving freedom, humanity and our way of life; and
- WHEREAS:** We are proud to honor all veterans for their service and sacrifice, and wish to extend the appreciation of our citizens to those who have worn the uniform of the United States Armed Forces; and
- WHEREAS:** Walker County citizens have a rich history of celebrating service members by participating in events like the LaFayette Woman’s Club Veterans Day Program at LaFayette High School, the Veterans Appreciation Banquet at the Civic Center and the Tribute to America for Catoosa and Walker County at the Colonnade;
- THEREFORE:** I, Shannon K. Whitfield, Sole Commissioner of Walker County, Georgia, do hereby proclaim November 11, 2019 to be observed as VETERANS DAY in Walker County, Georgia in honor of our local veterans and remembrance of those who valiantly fought and gave their lives to protect our freedoms. I call upon our citizens to support this day by showing our veterans the extraordinary gratitude they so rightly deserve.

Signed and sealed this 24TH day of October in the year 2019.



Shannon K. Whitfield, Sole Commissioner
Walker County, Georgia

Memorandum of Understanding (MOU) Instructions

1. The MOU consists of a 7-page document and 1 Exhibit (A); 8 pages total. All documents must be completed and returned to Georgia Emergency Management and Homeland Security Agency (GEMA/Homeland Security) with the appropriate signatures.
2. The MOU and Exhibit A should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and Exhibit A; print the entire document.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. An email address is required to obtain access to the system (all email addresses must be unique; no duplicates are allowed).
7. **Please Note: The same person must sign the MOU and Exhibit A.**
8. Once the documents are complete and signed, they must be sent to the following email address: hsgrants@gema.ga.gov

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the Georgia EMGrantsPro system as it will need to be scanned and uploaded by our staff.

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and
Programs Division

Memorandum of Understanding (MOU)

BY and BETWEEN

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

AND

Click or tap here to enter text.

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/Homeland Security" and Click or tap here to enter text.

officially domiciled at Click or tap here to enter text.

hereinafter referred to as Subgrantee relating to application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG).

WHEREAS, GEMA/Homeland Security as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA EMPG as authorized under Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. 5121 *et seq.*); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. 7701 *et seq.*); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. 4001 *et seq.*) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities, and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EMGrantsPro system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the above-mentioned Acts and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the EMPG and shall adhere to the application of those above-mentioned

Acts and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/Homeland Security guidelines, regulations and directives, to include but not to limited to the following:

- Use gema.ga.gov and gaemgrants.com, as applicable to access forms, request time extensions and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/Homeland Security, DHS FEMA, Office of Inspector General (OIG) or to any state or federal agency as determined by GEMA/Homeland Security, to include but not limited to: procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/Homeland Security by the Subgrantee shall become the property of GEMA/Homeland Security.
- The Subgrantee will be required to execute a separate subgrant agreement for EMPG in addition to this MOU.
- The Subgrantee agrees to monitor gema.ga.gov and gaemgrants.com for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of GEMA/Homeland Security

- GEMA/Homeland Security agrees to maintain gaemgrants.com subject to the availability of funding.
- GEMA/Homeland Security shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for advancement of funds, assist Subgrantee in correcting deficiencies, and disburse funds to the Subgrantee in a timely manner as possible.
- GEMA/Homeland Security shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through gaemgrants.com, gema.ga.gov and/or the appropriate alternate methods of communication.
- GEMA/Homeland Security shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

Terms of Agreement

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies or procedures applicable to EMPG funding shall constitute an amendment to this Agreement.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA EMPG.

Disclaimer

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/Homeland Security provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA EMPG.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/Homeland Security does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/Homeland Security and adopted by the Subgrantee, does not serve as GEMA/Homeland Security's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the DHS FEMA EMPG.

The Subgrantee, by its decision to participate in the EMPG, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/Homeland Security, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/Homeland Security, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all

applicable state and federal laws, regulations and policies, require refund of advanced funds and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

Additional Laws and Policies

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and Programs

Or

hsgrants@gema.ga.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:

State's Witness
Name: Sheneka Turner

State Coordinating Officer
Name: Ceporia McMillian
Date
Telephone Number: (404) 635-7095

Subgrantee's Witness
Name: Click or tap here to enter text.

Chief Elected/Appointed Official
or Chief Executive Officer
Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Date Click or tap here to enter text.
Telephone Number: Click or tap here to enter text.

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized and 1 financial individual that will be designated as agents. Changes to the below authorized agents must be communicated to GEMA/Homeland Security in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Alternate Agent's Name (Optional): Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Authorized Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Financial Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for the Emergency Management Performance Grant Program on behalf of the Subgrantee for the purpose of obtaining funding under the above-mentioned Acts. The above named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

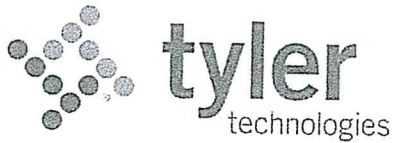
Chief Elected/Appointed Official
or Chief Executive Officer

Date

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone Number: Click or tap here to enter text.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Walker County, with offices at 10054 N. Highway 27, Rock Spring, GA 30739 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of November 21, 2011 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The "Deleted Standard Software" set forth in Exhibit 1, Schedule 1, is hereby removed from the Agreement, and Client's license thereto shall cease when the replacement Tyler Software set forth in Exhibit 1 and identified as Enterprise Upgrade ("Replacement Standard Software") is hereby added to the Agreement and has been moved to a live production environment. Project management, implementation and training services associated with the upgrade will be provided according to the terms of Schedule 1 to Exhibit 2.
2. The following payment terms shall apply:
 - a. Additional software fees as set forth in Exhibit 1, if any, will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees (including Esri) for the Replacement Standard Software will remain unchanged from the Deleted Standard Software. Associated maintenance and support fees for any additional Tyler Software listed in Exhibit 1 will be invoiced on a pro rata basis for the period beginning on the first day of the month following the Amendment Effective Date through the end of the current maintenance term and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. On an annual basis thereafter, Tyler will invoice Client its then-current annual maintenance and support fees.
 - c. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - d. *Subscription Fees for RedHat*: Your initial 3-year subscription fees for RedHat, as identified in Exhibit 1, will be invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).
 - e. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. Project Management services, if any, will be billed monthly in arrears, beginning on the tenth day of the month immediately following the Amendment Effective Date.
 - f. Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - g. Travel expenses shall be invoiced as incurred, as applicable.

[SIGNATURE PAGE FOLLOWS]

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Walker County, GA

By: _____

By: _____

Name: Greg Sebastian

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____

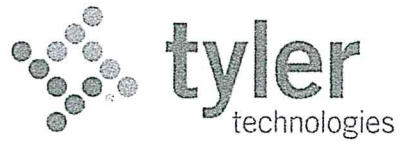


Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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Sales Quotation For
 Walker County 911
 10054 N Highway 27
 Rock Spring, GA 30739
 Phone: +1 (706) 375-7810

Date: 5/21/2019
 Quote Expiration: 6/30/2019
 Quote Name: Walker County 911 Enterprise CAD Upgrade
 Quote Number: 2018-24203-4
 Quote Description: Walker County 911 Enterprise CAD Upgrade

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Module Total	Year One Maintenance
Computer Aided Dispatch					
New World Enterprise Upgrade Combined LE/Fire/EMS CAD	\$0	0	\$0	\$0	\$0
Enterprise Upgrade BOLOs	\$0	0	\$0	\$0	\$0
Enterprise Upgrade CAD Auto Routing	\$0	0	\$0	\$0	\$0
Enterprise Upgrade CAD AVL	\$0	0	\$0	\$0	\$0
Enterprise Upgrade Service Vehicle Rotation (Wrecker, Ambulance)	\$0	0	\$0	\$0	\$0
Enterprise Upgrade Web CAD Monitor	\$0	0	\$0	\$0	\$0
Enterprise Upgrade CAD Paging Interface	\$0	0	\$0	\$0	\$0
Enterprise Upgrade E-911 Interface	\$0	0	\$0	\$0	\$0
Enterprise Upgrade On-Line CAD Interface to State/NCIC	\$0	0	\$0	\$0	\$0
Other Software					
CAD Data Mart / Includes 2 users	\$4,000	0	\$0	\$4,000	\$0
Law Enforcement Records Management Data Mart / Includes 2 users	\$4,000	0	\$0	\$4,000	\$0
<i>Sub-Total:</i>	\$8,000		\$0	\$8,000	\$0
<i>Less Discount:</i>	\$8,000		\$0	\$8,000	\$0
TOTAL:	\$0	0	\$0	\$0	\$0

Services

Description	Quantity	Unit Price	Discount	Total
Project Management	1	\$6,400	\$0	\$6,400
Enterprise Upgrade Standard System Assurance	1	\$13,200	\$0	\$13,200

Replace Existing Message Switch	1	\$4,350	\$0	\$4,350
Enterprise CAD Upgrade Implementation Services including Software Tailoring and Set-up; Training; and Go-Live Support	1	\$19,800	\$0	\$19,800
Enterprise Upgrade Migrate CMS Interfaces	1	\$1,760	\$0	\$1,760
Enterprise Upgrade Migrate LERMS Interfaces	1	\$1,760	\$0	\$1,760
Enterprise Upgrade NCIC Parsing (CAD)	1	\$2,640	\$0	\$2,640
Enterprise Upgrade GIS Implementation	1	\$8,800	\$0	\$8,800
Enterprise Upgrade Data File Migration / CAD/Calls for Service	1	\$4,400	\$0	\$4,400
Enterprise Upgrade Interface Go-Live Support	1	\$880	\$0	\$880
Enterprise Upgrade Interface Post-Live Support	1	\$880	\$0	\$880
Enterprise Upgrade Web CAD Monitor Installation	1	\$440	\$0	\$440
Enterprise Upgrade E-911 Interface Installation	1	\$880	\$0	\$880
Enterprise Upgrade On-Line CAD Interface Installation	1	\$1,760	\$0	\$1,760
Enterprise Upgrade CAD Paging Installation Fee	1	\$440	\$0	\$440
TOTAL:				\$68,390

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Esti Version Upgrade	1	\$6,500	\$6,500	\$1,365	\$1,365
Red Hat Enterprise Linux Server (3-year subscription)	1	\$2,500	\$2,500	\$0	\$0
<i>3rd Party Hardware Sub-Total:</i>			\$0		\$0
<i>3rd Party Software Sub-Total:</i>			\$9,000		\$1,365
TOTAL:			\$9,000		\$1,365

Summary

Total Tyler Software				
Total Annual Fees		\$0	Recurring Fees	\$0
Total Tyler Services		\$0		\$0
Total Other Costs		\$68,390		
Total Third Party Hardware, Software and Services		\$9,000		\$1,365
Travel and Living Expenses		\$24,000		
Summary Total		\$101,390		\$1,365

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
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Computer Aided Dispatch

New World Enterprise Upgrade Combined LE/Fire/EMS CAD	\$0	\$0	\$0	\$0
Enterprise Upgrade BOLOS	\$0	\$0	\$0	\$0
Enterprise Upgrade CAD Auto Routing	\$0	\$0	\$0	\$0
Enterprise Upgrade CAD AVL	\$0	\$0	\$0	\$0
Enterprise Upgrade Service Vehicle Rotation (Wrecker, Ambulance)	\$0	\$0	\$0	\$0
Enterprise Upgrade CAD Paging Interface	\$0	\$0	\$0	\$0
Enterprise Upgrade E-911 Interface	\$0	\$0	\$0	\$0
Enterprise Upgrade On-Line CAD Interface to State/NCIC	\$0	\$0	\$0	\$0
Enterprise Upgrade Web CAD Monitor	\$0	\$0	\$0	\$0

Other Software

Law Enforcement Records Management Data Mart / Includes 2 users	\$4,000	\$4,000	\$0	\$0
CAD Data Mart / Includes 2 users	\$4,000	\$4,000	\$0	\$0
Sub-Total:	\$8,000	\$8,000	\$0	\$0
Total:	\$8,000	\$8,000	\$0	\$0

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s). New

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

CAD Maintenance includes 24/7 Support.

Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

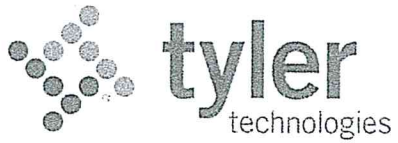
When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Unless a Workstation License is included, New World CAD includes 6 licenses.

Assumptions

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver. 7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1, 2017.2 and 2018.1 (or higher).
Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.

Esri Items: Server 1; CAD 7, Mobile 103



**Exhibit 1
Schedule 1
Deleted Standard Software**

CAD

(Workstations included in CAD Base - 7)

New World MSP Combined LE/Fire/EMS CAD

Additional New World MSP Software for Computer Aided Dispatch

- BOLOs
- CAD Auto Routing
- CAD AVL
- Data Analysis/Crime Mapping/Management Reporting
- Service Vehicle Rotation (Wrecker, Ambulance)
- Web CAD Monitor

New World MSP Third Party CAD Interface Software

- CAD Paging Interface
- E-911 Interface
- New World State/NCIC Interface
- On-Line CAD Interface to State/NCIC

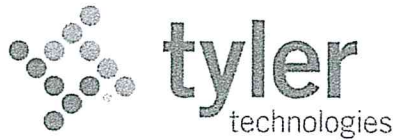


Exhibit 2 Upgrade Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Amendment Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software; and
- b) Training you or assisting with your training on the Tyler Software .

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

3. Interface and/or Fixed Installation Services

We shall provide interface and/or fixed installation services as described in the Amendment Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and

Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your server(s).

a) Hardware Quality Assurance Services (Standard Environment):

Hardware Systems Assurance and Software Installation:

- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of our Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

a) Message Switch Operating System Assurance Services:

Operating System Assurance and Software Installation Services:

- Install and update Red Hat Linux Operating System
- Build system user-ids and applicable authorizations
- Migrate all Message Switch data from the old server to the new server (if applicable)
- Verify all scripts are adjusted for new machine
- Migrate all source code from old machine to the new machine
- Compile New World Message Switch programs
- Assure Message Switch operation in the live environment
- Adjust any tables as needed during the assurance phase

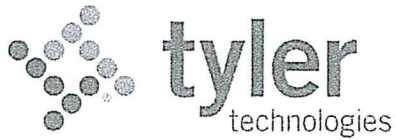


Exhibit 2
Schedule 1
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. This conversion effort includes data coming from the New World database, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software.
2. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. You will give us access to your current MSP database for extraction of data.
2. You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

Files to be Converted:

New World MSP CAD / Call for Service to New World Enterprise CAD Calls for Service.

TRANSPORTATION SERVICES CONTRACT

By

TRANSIT ALLIANCE GROUP, INC.

With

Walker Transit

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN:

This contract is made and entered into by and between the CONTRACTOR, the **Transit Alliance Group, Inc.**, legally empowered to contract pursuant to the Official Code of Georgia Annotated (OCGA) and hereinafter referred to as "TAG";

AND

Walker Transit

Legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the "SUBCONTRACTOR".

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia.

Nothing contained in this contract shall be construed to constitute the SUBCONTRACTOR or any of its employees, agents, or sub-SUBCONTRACTORS as a partner, employee, or agent of TAG, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.

The person signing this document on behalf of SUBCONTRACTOR has full power and has been properly authorized and empowered to enter into this Contract.

PARA #102 PERIOD OF CONTRACT:

This contract has an effective beginning date of **July 1, 2019** and shall terminate on **June 30, 2020**, unless terminated earlier under other provisions of this contract.

PARA # 103 TAG AND SUBCONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, TAG has a need for and desires a coordinated transportation system for human service agency clients and the public and

WHEREAS, the SUBCONTRACTOR has represented to TAG its desire and ability to provide this service

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The SUBCONTRACTOR agrees:

1. To provide transportation services for residents of the service area location whose services are ordered by DHS Human Service Providers (HSP) and authorized by the DHS Planning and Service Area, Region One, in accordance with the Statement of Work described in **Annex A**. The primary county for which the SUBCONTRACTOR will provide service is Walker County. However, SUBCONTRACTOR will be responsible for transporting consumers outside their primary service area for consumers who attend human service agencies in other counties within Region One; and to provide supportive employment transportation for consumers from the agencies within Walker County if needed and requested. These locations may include, but not be limited to surrounding counties within Region One.
2. To provide and/or coordinate transportation of consumers who reside in the counties of Region One and are served at DHS sites located within Region One.
3. To make transportation services available twenty-four (24) hours per day, seven (7) days per week. Core hours are between 6 a.m. and 6 p.m., Sunday through Saturday; however, the SUBCONTRACTOR must provide scheduled trips within non-core hours of 6:01PM through 5:59 AM as demand warrants.
4. To register and process all trips through the DHS TRIP\$ (electronic registration system) for a trip to be provided and billed. All trip orders from Human Service Providers must be entered in TRIP\$ and submitted to the transportation provider by noon the day prior to the date the service is requested. (Urgent trips or emergencies will be addressed on a case-by-case basis.) Any trip order that has incomplete or unclear information will not be accepted for service and will be returned by the transportation provider to the HSP. **See the TRIP\$ manual for instructions (for HSPs and Transportation Providers) regarding registering, ordering, and providing transportation via the TRIP\$ system.*
5. To attend TRIP\$ training provided by DHS and TAG for HSPs and Transportation Providers.
6. To submit an electronic Subcontractor's Invoice Backup Report (Invoice) and a Subcontractor's Invoice Summary Report to TAG by the 5th business day following the end of each month that details the total trips provided (and no-

shows). These reports will provide the names of each consumer, the date of service provision, and numbers of trips provided (for each consumer) during that month. *See the TRIP\$ manual for instructions regarding disposition of trips in the TRIP\$ system.

7. To submit a Monthly Programmatic (Usage) Report that provides the number of miles traveled, the hours worked, the number of drivers and the total number of vehicles used in that service month. This report will be completed by the transportation provider and submitted electronically with the monthly invoice by the 5th workday of the month. The report is attached as **Annex C**.
8. To submit a Report of Certified or In-Kind Cost to TAG with the Monthly Invoice by the 5th workday following the end of each month **for transportation providers receiving Aging dollars** each month. Transportation providers may claim In-Kind costs (if appropriate and available) in lieu of cash match for their aging reimbursements. The Certified Cost Form is attached as **Annex D**.
9. To attend scheduled meetings with the Regional Transportation Coordinating Committee (RTCC) and called meetings as determined necessary by TAG and/or the DHS Regional Transportation Coordinator.
10. To attend SUBCONTRACTOR and Human Service Provider training and meetings as scheduled and deemed necessary by TAG.
11. To implement such service expansions or improvements as may be recommended by the RTCC and accepted by TAG and DHS, or as may otherwise be agreed upon between the parties from time to time.
12. To maintain updated internet accessibility and an updated Microsoft Windows operating system, both within the last two released versions, to be able to properly access and utilize a web-based trip ordering system.
13. To be willing to assist with evacuation efforts in a governor-declared state of emergency.
14. That if the SUBCONTRACTOR elects to use the DHS vehicles offered by the DHS and TAG to provide services, the SUBCONTRACTOR will be responsible for, maintaining the vehicle(s) (including preventive maintenance, cleaning and repair and component replacement as necessary) in accordance with the DHS Office of Facilities and Support Services Transportation Manual. SUBCONTRACTOR will provide all vehicle insurance coverage in accordance with the DHS Office of Facilities & Support Services Risk Management Programs and Claims Manual; SUBCONTRACTOR will defend all suits brought upon such claim and will pay all cost and expenses incidental thereto. However, agencies shall have the right, at their own expense, to participate in the defense of any suit, without relieving the SUBCONTRACTOR of any obligation thereunder. The SUBCONTRACTOR will return DHS vehicles to TAG/DHS in good condition upon termination of their contract with TAG. The

SUBCONTRACTOR will be responsible for any expenses incurred by the DHS or TAG due to the failure of the SUBCONTRACTOR to return any vehicles in good condition. Expenses incurred by the DHS or TAG to restore vehicles to good condition shall be deducted from the final payment to the SUBCONTRACTOR, or if the expenses exceed final payment, billed to the SUBCONTRACTOR.

15. That the SUBCONTRACTOR is responsible for notifying TAG of any incidents or accidents associated with the DHS transportation program and/or vehicles as outlined in the new DHS Administrative Policy and Procedures Manual, Part IX, and the Office of Facilities & Support Services Transportation Manual. An electronic copy of the DHS Transportation Manual can be downloaded at <https://dhs.georgia.gov/manuals-guides> and click on DHS Transportation Manual. Additionally, the required forms for reporting accidents or incidents are on TAG's website under the Forms section at www.transitag.org.

B. TAG will:

1. Monitor and evaluate SUBCONTRACTOR activities for effectiveness throughout the contract year.
2. Provide technical assistance, guidance, consultation, management support and other necessary support as needed and requested.
3. Provide Driver Improvement Training and Passenger Safety and Sensitivity training which also includes wheelchair securement to all drivers that transport DHS consumers. This training is for providers under subcontract with TAG.

PARA #104: DEPARTMENT AND SUBCONTRACTOR CONTACT INFORMATION

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the Transit Alliance Group, Inc. (TAG) and the SUBCONTRACTOR may be changed during the term of this contract by written notification to the other party by TAG office representatives or by the SUBCONTRACTOR.

1. TAG mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Transit Alliance Group, Inc.
1422 Green Road, Suite O
Chatsworth, GA 30705
ATTN: Barbara Hurst, Chief Executive Officer
Telephone #: (706) 971-3221
Fax #: (706) 971-3316
Email: barbarahurst@transitag.org

2. The SUBCONTRACTOR's mailing address and telephone number for

correspondence, reports, and other matters relative to this contract are:

Walker County Transit
P. O. Box 445
101 South Duke Street
LaFayette, GA 30728
Shannon Whitfield, Walker County Commissioner

Telephone: (706) 638-1437
Fax: (706) 638-1437
Email: commissioner@walkerga.us

PARA #105: NONDISCRIMINATION BY SUBCONTRACTORS AND SUB-SUBCONTRACTORS

- A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The SUBCONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. NONDISCRIMINATION IN CLIENT/CLIENT SERVICE PRACTICES: The SUBCONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department of Human Services and TAG.
- C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The SUBCONTRACTOR 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 consumers/customers/clients with disabilities.
- D. SUBSUBCONTRACTOR COMPLIANCE: The SUBCONTRACTOR agrees to require any subSUBCONTRACTOR performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this paragraph.

PARA #106 CONFIDENTIALITY OF INDIVIDUAL INFORMATION

The SUBCONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services policy on respecting confidentiality of an individual's records. SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client, or responsible parent or guardian.

PARA #107: CONFLICT OF INTEREST

- A. The SUBCONTRACTOR and TAG certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated, and will not be violated, in any respect.
- B. CODE OF CONDUCT AND CONFLICT OF INTEREST / ANTI FRAUD PROCEDURES: No officer, employee, or agent of the SUBCONTRACTOR shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subSUBCONTRACTORS under this contract.

PARA #108: CONTRACT MODIFICATION/ALTERATION

- A. No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment indicating the contract number involved, the original contracting parties and the original effective date of the contract and the paragraphs(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. If either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this contract, TAG has the absolute right to make financial and other adjustments to this contract and to notify the SUBCONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. The certification by either the Chief Executive Officer of the Transit Alliance Group, Inc. or the Commissioner of the Georgia Department of Human Services of the occurrence of either of the reductions stated above shall be conclusive.

PARA #109: TAG RIGHT TO SUSPEND CONTRACT

TAG reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to TAG that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of

TAG, in the programmatic performance or service delivery.

PARA #110: SEVERABILITY

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #111: TERMINATION

- A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of TAG incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of TAG as of that moment. The certification by either the Chief Executive Officer of the Transit Alliance Group, Inc. or the Commissioner of the Georgia Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by TAG for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should TAG exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report no later than 30 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR 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 contract.
- C. For Convenience. This contract may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination. If the SUBCONTRACTOR fails to give proper notice and/or fails to provide services throughout the entire 60-day notice period, such action shall be considered in breach of contract and/or gross negligence. The penalty for a breach of contract and/or gross negligence can result in the calling in of posted performance bond and/or withholding of any outstanding reimbursements.
- D. Notwithstanding any other provision of this paragraph, this contract may be

immediately terminated without any opportunity to cure, if any of the following events occurs:

1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
2. SUBCONTRACTOR or any subSUBCONTRACTOR violates or fails to comply with any applicable provision of federal or state law or regulation.
3. SUBCONTRACTOR or any subSUBCONTRACTOR knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of DHS or to DHS, or to TAG.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations under this contract or fails to comply with Paragraph 114 of this agreement.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. TAG deems that such termination is necessary if the SUBCONTRACTOR or any subSUBCONTRACTOR fails to protect or potentially threatens the health or safety of any consumer/customer/client of DHS and/or to prevent or protect against fraud or otherwise protect TAG or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

PARA #112: COOPERATION IN TRANSITION OF SERVICES

The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason to cooperate as requested by TAG to effectuate the smooth and reasonable transition of the care and services for DHS consumers/customers/clients as directed by TAG. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, as directed by TAG. The SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to TAG and/or DHS immediately and shall become the property of TAG.

PARA #113: FORCE MAJEURE

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not constitute a default under this contract or be a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any subSUBCONTRACTOR. If

the services to be provided to TAG are interrupted by a force majeure event, TAG will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #114: ACCESS TO RECORDS AND INVESTIGATION

- A. The state and federal government, the Department of Human Services, and TAG shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and subSUBCONTRACTOR to conduct or review audit examinations, excerpts, and transcripts. At the request of TAG, SUBCONTRACTOR shall make any such records available to TAG within 48 hours of receipt of notice. SUBCONTRACTOR and subSUBCONTRACTOR record retention requirements are five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- B. The SUBCONTRACTOR agrees that TAG and/or the DHS Office of Fraud and Abuse (upon the request of the DHS Commissioner or his designee), has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.
- C. TAG shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any subSUBCONTRACTOR for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly because of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. TAG will develop a report of its findings and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by TAG.

PARA #115: TAG APPROVAL OF SUBCONTRACTS

- A. Any subcontracts or delegations of the authority herein will be submitted to TAG for approval prior to execution. The SUBCONTRACTOR will be responsible for the performance of any subSUBCONTRACTOR to whom any duties are delegated under any provision of this contract. In no event shall performance of any provision

of this contract be subcontracted without the prior written consent of TAG.

- B. The SUBCONTRACTOR agrees to reimburse TAG for any federal or state audit disallowances arising from the subSUBCONTRACTOR's performance or non-performance of duties under this contract, which are delegated, to the subSUBCONTRACTOR.
- C. If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:
 - 1. Stipulations that the subSUBCONTRACTOR is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records, and contract administration.
- D. The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subSUBCONTRACTOR who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a subSUBCONTRACTOR will constitute a separate breach by the SUBCONTRACTOR in which case TAG and/or DHS may pursue appropriate remedies because of such breach.
- E. The Chief Executive Officer of TAG is the nonprofit's approving authority for subcontracts and delegation of authority.

PARA #116: SUBCONTRACTOR/SUBSUBCONTRACTOR LICENSE REQUIREMENTS

- A. The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract.
- B. The SUBCONTRACTOR is responsible for ensuring that subSUBCONTRACTORs are appropriately licensed.
- C. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification, or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.

PARA #117: PUBLICITY

SUBCONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services (DHS) and TAG as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from TAG Chief Executive Officer and/or the DHS Regional Transportation Coordinator. All media and public information materials must also be

approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display DHS' or TAG's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the Chief Executive Officer of TAG.

PARA #118: CONSULTANT/STUDY CONTRACT

- A. The SUBCONTRACTOR agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or because of this contract until the information has been provided to TAG and the Department of Human Services, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The SUBCONTRACTOR further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this contract by any outside individual or organization must be reviewed and approved by TAG and the Department of Human Services.

PARA #119: DRUG-FREE WORKPLACE

- A. If SUBCONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If SUBCONTRACTOR is an entity other than an individual; it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 1. A drug-free workplace will be provided for the SUBCONTRACTOR's employees during the performance of this contract; and
 2. It will secure from any subSUBCONTRACTOR hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (SUBCONTRACTOR's Name), (subSUBCONTRACTOR's Name), certifies to the SUBCONTRACTOR that a drug-free workplace will be provided for the subSUBCONTRACTOR's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3.
- C. SUBCONTRACTOR may be suspended, terminated, or debarred if it is determined that:
 1. The SUBCONTRACTOR has made false certification hereinabove; or
 2. The SUBCONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #120 CRIMINAL RECORDS INVESTIGATIONS

- A. The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation, which shall include a fingerprint record check pursuant to the provisions of Section 49-2-14 of the Official Code of Georgia Annotated (refer to **Annex E**). Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. SUBCONTRACTOR must utilize one of the following methods to comply with this requirement:
1. SUBCONTRACTOR will register their employee/applicant with the Georgia Applicant Processing Services (GAPS) at www.aps.gemalto.com and follow the instructions provided at that website. The registration number assigned by Gemalto will be provided to the employee/applicant to have fingerprinting done.
 2. SUBCONTRACTOR will send a copy of the employee/applicant authorization form along with the registration number to TAG for verification of employment eligibility via Gemalto.
- B. Pursuant to O.C.G.A. 49-2-14, TAG, after receiving and reviewing the criminal history report generated through the Live Scan process, will advise the SUBCONTRACTOR if any information contained in the report indicates a crime prohibited by duly published criteria within the Department. Under such circumstances, the individual so identified will not be employed to provide services under this contract.
- C. Provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family daycare homes, child-caring institutions or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by the Department.

PARA #121 AIDS POLICY

The SUBCONTRACTOR agrees, as a condition to provision of services to the Department of Human Services clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from TAG and appropriate division or office of the DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.

PARA #122: FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

A. Pursuant to Section 1352 of Public Law 101-121, the SUBCONTRACTOR agrees that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TAG a signed "Certification Regarding Lobbying," attached hereto as **Annex F**;
3. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department; and
4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by SUBCONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid, or expected to be paid, for influencing or attempting to influence a covered federal action; or
 - ii. A change in the person(s) or individual(s) influencing, or attempting to influence, a covered federal action; or
 - iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. SUBCONTRACTOR further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. SUBCONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #123: INDEMNIFICATION / HOLD HARMLESS CLAUSE

SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, TAG, and their officers and employees (collectively "indemnities") of, from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury, including but not limited to death, personal injury, property damage, attorneys' fees caused by growing out of, or otherwise happening in connection with, this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, subSUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR's behalf, or due to any breach of this Contract by SUBCONTRACTOR (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If, and to the extent, such damage or loss as covered by this indemnification is covered by

the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating there under, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit brought against the State of Georgia and/or TAG.

PARA #124: DEBARMENT

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, SUBCONTRACTOR certifies by signing **Annex G** that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. SUBCONTRACTOR further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #125: PROPERTY MANAGEMENT REQUIREMENTS

The SUBCONTRACTOR agrees:

- A. That all DHS property assigned to the SUBCONTRACTOR during the term of this contract and all previous contracts is property of the State of Georgia and the DHS and is subject to the rules and regulations of the DHS throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Asset Services Section.
- B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, and the Office of Facilities & Support Services Transportation Manual, which are by reference made a part of this contract. SUBCONTRACTOR understands that the requirements for inventory of property and a control system to safeguard against loss, damage or theft as contained in the property manual and shall be followed.
- C. In the event the contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly transfer or dispose of all state property as follows:
 1. Prepare Form 5086, Equipment Status Change form listing all state equipment in the SUBCONTRACTOR's possession and send this form to the Department of Human Services - Office of Facilities and Support Services - Regional Transportation Coordinator for final determination.

2. Upon notification by the Office of Facilities and Support Services, SUBCONTRACTOR agrees to transport the state property to the designated state surplus facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

The DHS property coordinator will confirm, by written notification to the Office of Facility and Support Services that all surplus property listed on completed Form 5086 has received proper transfer or disposition.

PARA # 126: VIOLATIONS OF THIS CONTRACT

TAG will impose sanctions and/or penalties for violations or breaches of the terms of this contract. Sanctions and penalties include, but are not limited to, the following:

- A. Withholding payment to the SUBCONTRACTOR until the violation has been corrected;
- B. Disallowance of costs associated with or created by the violation;
- C. De-obligation of funds from this contract;
- D. Termination of this contract in accordance with PARA #111.

SECTION II: BUDGET REQUIREMENTS AND PAYMENT PROVISIONS,

PARA #201: PAYMENT TO SUBCONTRACTOR AND SUBCONTRACTOR MATCH REQUIREMENT

TAG will reimburse the SUBCONTRACTOR for all one-way completed and no-show passenger trips that are processed and approved in the TRIP\$ electronic data entry system. Reimbursements will be made monthly with the SUBCONTRACTOR's billing cycle beginning with the first day of the month and ending with the last day of the month.

A projected budget for the fiscal year is provided to the SUBCONTRACTOR that outlines the number of (projected) trips that are expected to be provided during the fiscal year; the agreed upon trip rate for each service; and the projected funding amounts (for the fiscal year) to cover those trips. This funding amount cannot be exceeded without authorization and approval by TAG and DHS. SUBCONTRACTORS should use the fiscal year budget projections to determine their anticipated service levels and revenues. See ANNEX B for fiscal year trip projections and revenues.

Refer to Annex A – DHS Statement of Work – Section IV (Trip Classification and Reimbursement) for an explanation of types of trips by service, order of priority, and reimbursement criteria.

Payment to the SUBCONTRACTOR will be issued within two (2) business days following the receipt of DHS payment by TAG. The SUBCONTRACTOR is to contact TAG for all payment and billing issues. Such issues include, but are not limited to, reimbursements, billing errors, billing resolution, and payment schedules. Under no circumstances should the SUBCONTRACTOR contact the Department of Human Services to resolve these

issues.

PARA #202: INVOICE SUBMISSION

The SUBCONTRACTOR agrees to submit an invoice in accordance with the fixed rate/progress payment schedule not later than the 5th work day after the end of each month during the term of this contract. The invoice and client data forms to be used are part of the TRIP\$ electronic reporting system. The electronic invoice and summary reports are to be completed by the SUBCONTRACTOR and submitted as "Excel" documents to TAG by the 5th workday of each month. DHS and TAG reimburses for services provided and verified through TRIP\$; therefore, any service provided but not entered and processed through TRIP\$ will not be reimbursed. TAG reserves the right to request additional documentation and data as deemed necessary.

PARA #203: REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:

Social Services Block Grant (SSBG) and Title III funding used for provision of Aging trips require an associated match relative to the funding source. In-Kind matches may be used in lieu of cash matches for these fund sources; however, regardless of whether match is verified with In-Kind or cash match, a Certified Cost Form must be completed, signed, and submitted with the SUBCONTRACTOR'S monthly invoice and reports to verify the amount of the associated match relative to SSBG and Title III Aging dollars.

*Note: No associated match is required for DFCS or DBHDD funding.

PARA #204: LIABILITY COVERAGE

The SUBCONTRACTOR must purchase and retain insurance coverage for DHS and Non-DHS vehicles used for coordinated transportation.

All SUBCONTRACTORS must carry the required amount of insurance as stipulated by DHS to provide transportation for their consumers. These limits pertain to all transportation providers and all vehicles, regardless of whether they are DHS-owned or non-DHS vehicles.

Per DOAS' guidance, terminology and explanation, the limits listed below are mandated by DHS.

**Refer to the DHS Coordinated Transportation Manual, <https://dhs.georgia.gov/manuals-guides>, Chapter III, Risk Management and Insurance for additional information or clarification.*

The insurance limits must be stated on the SUBCONTRACTOR'S Certificates of Insurance (COI).

Commercial General Liability – insurance that pays and renders service on behalf of a contractor for the loss arising out of a contractor's responsibility due to negligence, imposed by law or assumed by contract.:

\$1,000,000 per occurrence *(Each Occurrence Limit – indicates the amount of coverage the contractor has under a liability policy for any one occurrence other than Personal & Advertising injury occurrences.)*

\$3,000,000 aggregate *(Aggregate Limit – indicates the amount of coverage (for other than Products/Completed Operations Liability occurrences) the contractor has under a liability policy for the policy period; no matter how many separate losses that may occur.)*

Automobile Liability:

\$1,000,000 per occurrence *(Each Occurrence Limit – indicates the amount of coverage the contractor has under a liability policy for any one occurrence other than Personal & Advertising injury occurrences.)*

\$3,000,000 aggregate *(Aggregate Limit – indicates the amount of coverage (for other than Products/Completed Operations Liability occurrences) the contractor has under a liability policy for the policy period; no matter how many separate losses that may occur.)*

Automobile Liability policies with a Combined Single Limit (CSL) of \$1,000,000 must also indicate the \$3,000,000 aggregate. This is based on the DOAS definition of Combined Single Limit (CSL) - typically expressed when referring to liability limits in an automobile policy. Refers to an aggregate limit of liability coverage for bodily injury and property damage in one accident or occurrence.

Commercial Umbrella Policy (Occurrence). An umbrella policy may cover the aggregate policy limits required above. There must be no gap between the \$1 million and \$3 million-dollar policy limits.

The Contractor's policy containing coverage amounts with higher limits than stated above will satisfy the requirements.

A.M. Best Rating

Insurance companies/carriers of SUBCONTRACTORS' that are not governmental entities are required to have an AM Best rating of B+ or higher. Any rating below B+ will not be accepted by DHS.

SECTION III: COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

PARA #301: STATE AND FEDERAL LAWS. RULES. REGULATIONS AND STANDARDS

SUBCONTRACTOR agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse TAG for any loss of funds or resources resulting from non-compliance by the SUBCONTRACTOR, its staff, agents, or subSUBCONTRACTOR as revealed in any subsequent audits. SUBCONTRACTOR understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):

It is understood and agreed that TAG is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated there under at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of TAG that its use or disclosure of any person's protected health information received from or on behalf of TAG will be governed by the Business Associate Agreement, attached hereto as **Annex H** which the SUBCONTRACTOR agrees to by signing and submitting with this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section E of the Business Associate Agreement.

B. 45 CFR Part 74; as used in this contract, the word SUBCONTRACTOR is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.

C. Advance federal agency approval of cost:

It is agreed that it shall be the responsibility of the SUBCONTRACTOR to request in writing, from TAG, approval of expenditures which require advance federal agency approval. It shall be the responsibility of TAG to request approval of such expenditures from the Department of Human Services. It shall be the responsibility of the Department of Human Services to acquire written federal agency approval of these requests for advance approval received from the SUBCONTRACTOR and to notify TAG in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the SUBCONTRACTOR prior to receipt of DHS written notification that federal agency approval has been granted.

D. Fair Labor Standards Act of 1938, as amended.

E. Social Services Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1961, P.L. 97-35

- F. Federal Transit Act, Section 5310 – Grant #16-0024
- G. Social Security Act, Title IV, Part A, as amended; Personal Responsibility and Work Opportunity Reconciliation Act of 1996; Public Law 104-193; Balanced Budget Act of 1997, Public Law 105-33 (for TANF).
- H. 45 CFR Part 1321, Administration on Aging, Older Americans Program, and Older Americans Act of 1965, as amended.
- I. Compliance with Federal and State Immigration Laws: The SUBCONTRACTOR agrees to comply with E-Verify requirements and agrees that throughout the performance of this contract will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC § 1324a and Act 457 of the 2006 Session of the Georgia General Assembly (Georgia Security and Immigration Compliance Act, effective July 1, 2007) regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. SUBCONTRACTOR will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder. (Titles 13, 16, 35, 42, 43, 48 and 50 of the Official Code of Georgia Annotated, enacted effective July 1, 2007). Contract further certifies by signing **Annex I** (Immigration and Security Form), it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et. seq., SUBCONTRACTOR further agrees to include the provisions contained in the foregoing paragraph in each subcontract for services hereunder. SUBCONTRACTOR shall not retaliate against or take any adverse action against any employee or any subSUBCONTRACTOR for reporting or attempting to report a violation(s) regarding applicable immigration laws.
- J. Older Americans Act of 1965, as amended, Section 311, 42 U.S.C. 3030a, Section 604, 42 U.S.C. 3057c; Agriculture and Consumer Protection Act of 1973, as amended, Section 4(a), 7 U. S. C. 612c note; Agricultural Act of 1949, as amended, Section 416, 7 U. S. C. 1431; Food and Agriculture Act of 1965, as amended, Section 709, 7 U. S. C. 1446a-1.

PARA #302: AUDITS AND FINANCIAL REPORTING REQUIREMENTS

SUBCONTRACTOR agrees to provide to TAG within 180 days after the close of the SUBCONTRACTOR's fiscal year, one (1) copy of audited financial statements prepared by an independent auditor for the organization. These statements should cover at a minimum all revenues, expenses (including any capital outlays) that directly or indirectly affect the services provided and costs reported under this contract.

SUBCONTRACTOR understands that failure to comply with the above audit and financial reporting requirements could be cause for TAG to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the SUBCONTRACTOR from receiving funds from any state organization for a period for

twelve (12) months from the date of notification by TAG.

PARA #303 COLLECTION OF AUDIT EXCEPTIONS

The SUBCONTRACTOR agrees that TAG may withhold net payments (voucher deduction) equal to the amount that has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract. The SUBCONTRACTOR may also repay TAG for the total exception by certified check.

PARA #304 TITLE VI ASSURANCE

During the performance of this contract, the SUBCONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "SUBCONTRACTOR") agrees as follows:

1. **Compliance with Regulations:** The SUBCONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter, referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The SUBCONTRACTOR, regarding the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subSUBCONTRACTORS, including procurement of materials and leases of equipment. The SUBCONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the SUBCONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment each potential subSUBCONTRACTOR or supplier shall be notified by the SUBCONTRACTOR of the SUBCONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The SUBCONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or a contract is in the exclusive possession of another who fails or refuses to furnish this information, the SUBCONTRACTOR shall so certify the Recipient, or the Federal Transit

Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the SUBCONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the SUBCONTRACTOR under the contract until the SUBCONTRACTOR complies, and/or
 - (b) Cancellation, termination or suspension of the contract in whole or in part.
6. **Incorporation of Provisions:** The SUBCONTRACTOR shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The SUBCONTRACTOR shall take such action with respect to any subcontract or procurement as the grant agency or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance.

SECTION IV:

PARA #401 CRITICAL INCIDENT REPORTING

SUBCONTRACTOR has the responsibility for ensuring the health and safety of DHS clients/consumers/ customers served under this contract are not placed in any jeopardy. Therefore, the SUBCONTRACTOR shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, all subSUBCONTRACTORS employed by the SUBCONTRACTOR to provide services pursuant to this contract.

- A. In the case of an emergency, SUBCONTRACTOR shall call the appropriate local emergency medical services, police, or fire services (i.e., 911).
- B. SUBCONTRACTOR shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by TAG.
- C. SUBCONTRACTOR is responsible for taking necessary actions to protect DHS consumers from any possibility of harm. In doing this, SUBCONTRACTOR should preserve possible evidence for an investigation if one is to be conducted.
- D. SUBCONTRACTOR must notify TAG of the critical incident and results of any immediate action taken. SUBCONTRACTOR is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.

- E. SUBCONTRACTOR will complete the appropriate Incident/Accident forms as mandated by DHS and submit the completed form(s) and other applicable information to TAG according to specific guidelines and timelines for submission. These forms are listed as **Annex J**. An electronic copy is located on TAG's website at www.transitag.org under the Forms section.
- F. TAG will determine whether the SUBCONTRACTOR's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, TAG will determine:
 - 1. Whether or not client's health, safety, and welfare are adequately protected;
 - 2. That the response to the situation and event was reasonable and appropriate;
 - 3. That the SUBCONTRACTOR's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - 4. That SUBCONTRACTOR and/or its staff or subSUBCONTRACTORS involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- G. SUBCONTRACTOR agrees to cooperate with TAG in its investigation of all Critical Incidents and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this contract.
- H. TAG will notify DHS of the incident and corrective action will be taken to resolve the issue.
- I. Each SUBCONTRACTOR shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the SUBCONTRACTOR and shall conform in content to the Sample **Annex K** which is attached to this contract. The Notice must be posted in a conspicuous, common area accessible to clients, consumers, and the public.

All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by this process.

SUBCONTRACTOR shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of SUBCONTRACTOR's or the Department's responsibility under this contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

SECTION V: CONTRACT ANNEXES

PARA #501: CONTRACT ANNEX INCLUSION

This contract includes Annexes as listed below, which are hereto attached:

Annex A	Statement of Work – DHS
Annex B	Fiscal Year Trip Projections and Revenues
Annex C	Subcontractor’s Monthly Usage Report
Annex D	Certified or In-Kind Cost Form
Annex E	Criminal History Records Check
Annex F	Certification Regarding Lobbying
Annex G	Debarment Certification
Annex H	HIPAA
Annex I	Immigration and Security Form
Annex J	Incident/Accident Report Forms
Annex K	Notice Concerning Critical Incident Reporting

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

SUBCONTRACTOR EXECUTION:

Signature – Authorized Person

Typed Name and Title

Typed Name of Agency

Date Signed

TAG EXECUTION:

Signature – Chief Executive Officer

Barbara F. Hurst, Chief Executive Officer
Typed Name and Title

Transit Alliance Group, Inc.
Typed Name of Agency

Date Signed

SHIP TO WALKER CO COMMISSIONER'S OFFICE
101 S DUKE ST
LA FAYETTE, GA 30728

BILL TO WALKER CO COMMISSIONER'S OFFICE
PO BOX 445
LA FAYETTE, GA 30728

REPRINT PURCHASE ORDER
NO. 2020-00000124

DATE 10/21/2019

VENDOR 1750 RACKLEY ROOFING CO, INC

CONTACT RACKLEY ROOFING CO, INC
P O BOX 258
105 HUNTER AVE
CARTHAGE, TN 37030

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Building Improvements - Maintenance Shop roof repairs 14,550 sq. ft +/-	\$20,960.0000	\$20,960.00
			TOTAL DUE	\$20,960.00

APPROVED BY _____

SPECIAL INSTRUCTIONS



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Walker County-Maintenance Shop

Chickamauga, GA



PREPARED FOR:

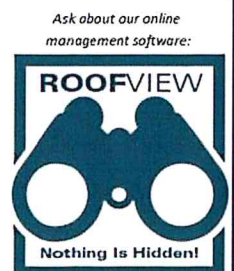
Shannon Whitfield

Analysis Provided By:

Eric McMillan



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Current Conditions

BUILDING:

Walker County Maintenance Shop
91 Industrial Drive
Chickamauga, GA 30707

ROOF SYSTEM:

Metal

ROOF SIZE:

14,550 sq. ft. +/-

APPROXIMATE AGE OF ROOF:

19 years

ROOF CONDITION:

The existing metal roof system is aged and has active leaks reported. Overall the metal panels are in fair condition but multiple repairs are needed to maintain a watertight system and extend the service life.

LIFE EXPECTANCY OF ROOF:

WITHOUT REPAIRS:

0-1 years

WITH ROOFCHECK PROGRAM :

3+ years

ESTIMATED REPLACEMENT BUDGET:

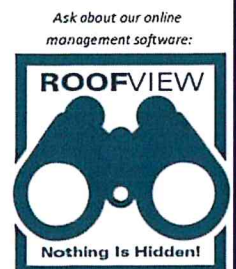
\$145,000.00

REPAIR PROPOSAL—PERCENTAGE OF REPLACEMENT COST:

14%



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EXHIBIT #: 1

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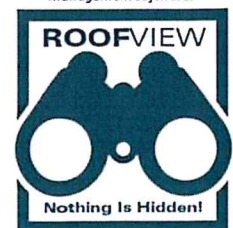
Building Identification



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EXHIBIT #: 2

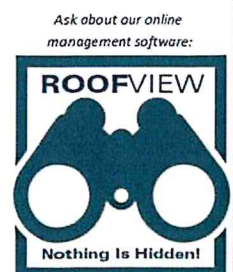
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Aerial Overview



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EXHIBIT #: 3

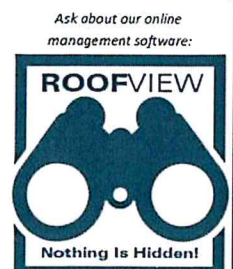
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OVERVIEW OF LEAKS



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EXHIBIT #: 4

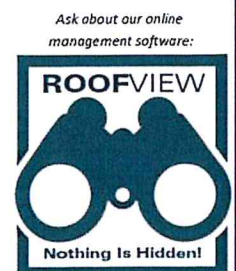
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OVERVIEW OF LEAKS



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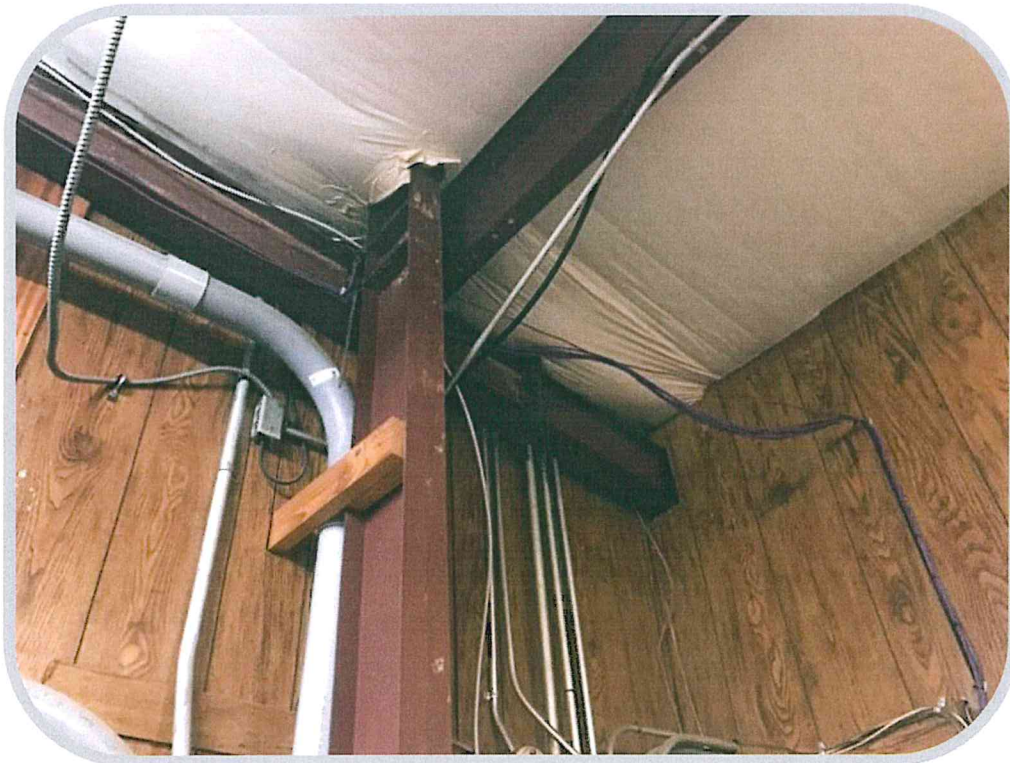
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EXHIBIT #: 5

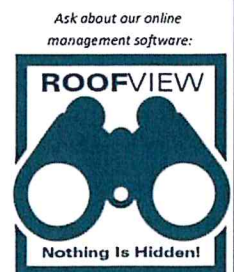
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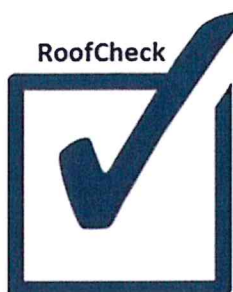
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EXHIBIT #: 6

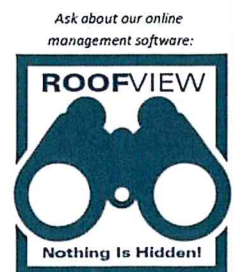
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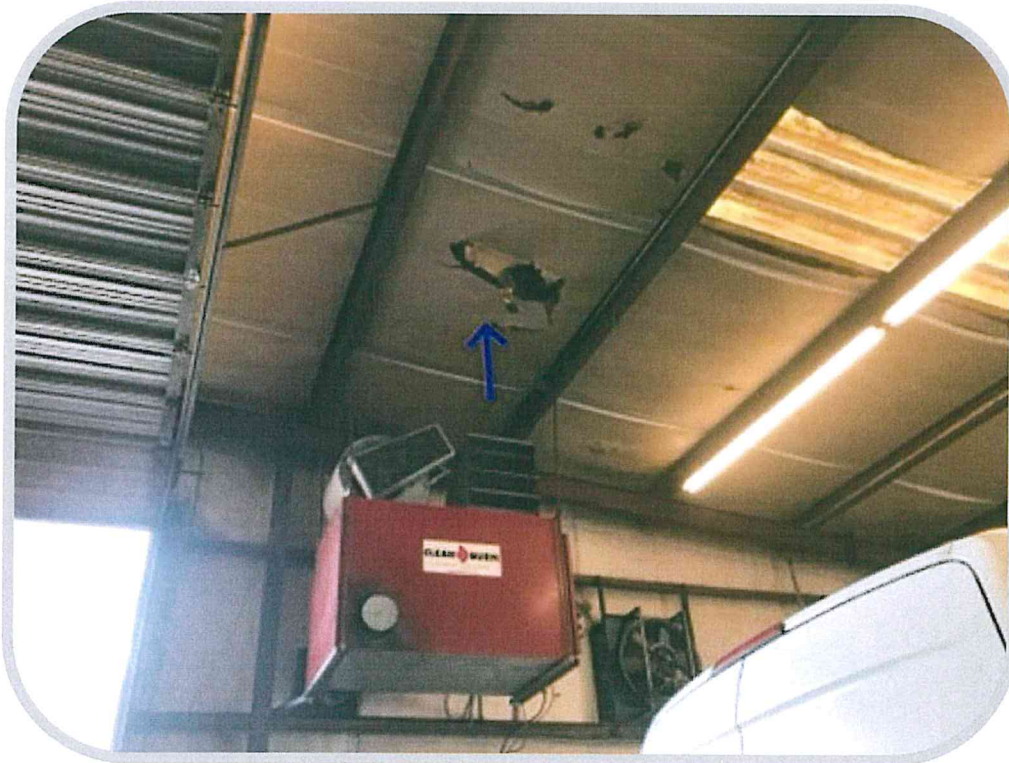
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EXHIBIT #: 7

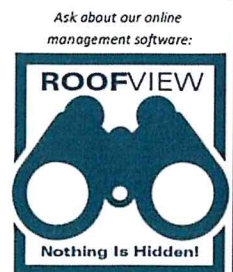
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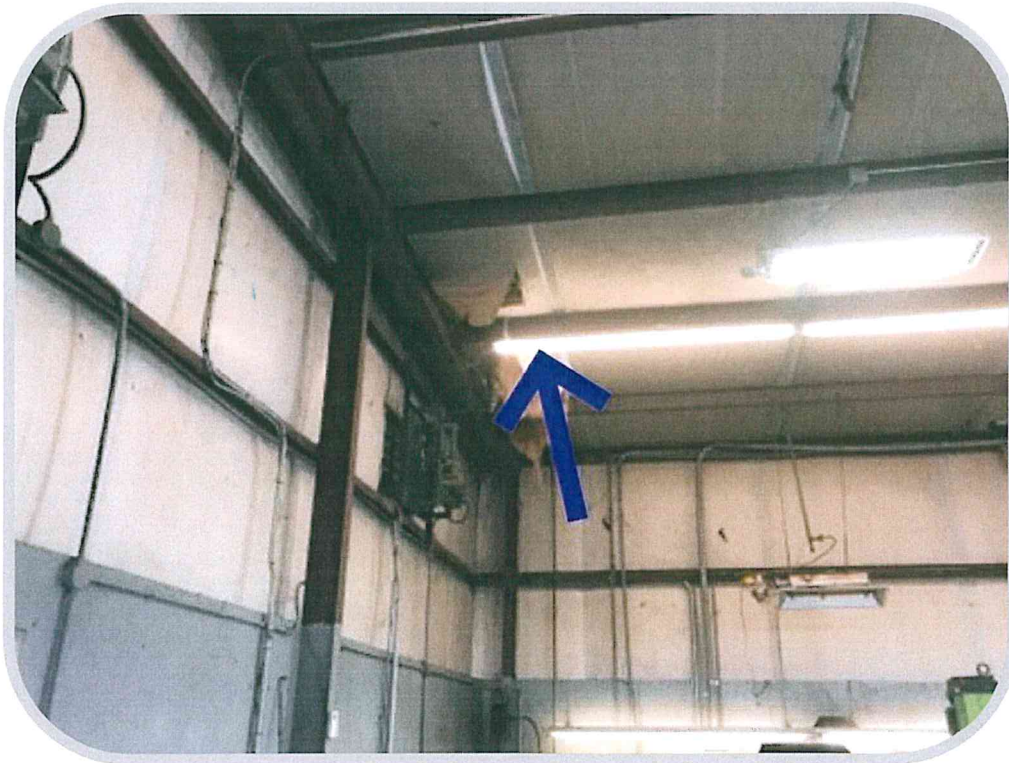


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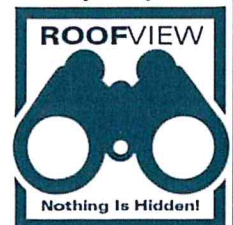
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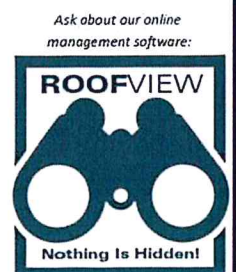


DESCRIPTION OF DEFICIENCIES:
 Failing flashing at pipes and curb

RECOMMENDATIONS:
 Remove failing flashing, install fabric and urethane coating.



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EXHIBIT #: 10

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DESCRIPTION OF DEFICIENCIES:
Skylights starting to fail Approx. 10 each

RECOMMENDATIONS:
Pressure wash and install acrylic clear coat.



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EXHIBIT #: 11

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DESCRIPTION OF DEFICIENCIES:

Rake edge is missing butyl tape and fasteners Approx. 180 feet

RECOMMENDATIONS:

Install butyl tape and weathertight fasteners



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EXHIBIT #: 12

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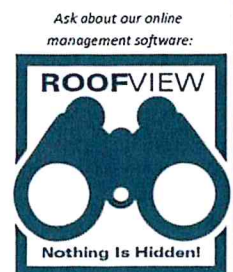


DESCRIPTION OF DEFICIENCIES:
Rust holes in metal Approx. 4 each

RECOMMENDATIONS:
Install fabric and urethane coating.



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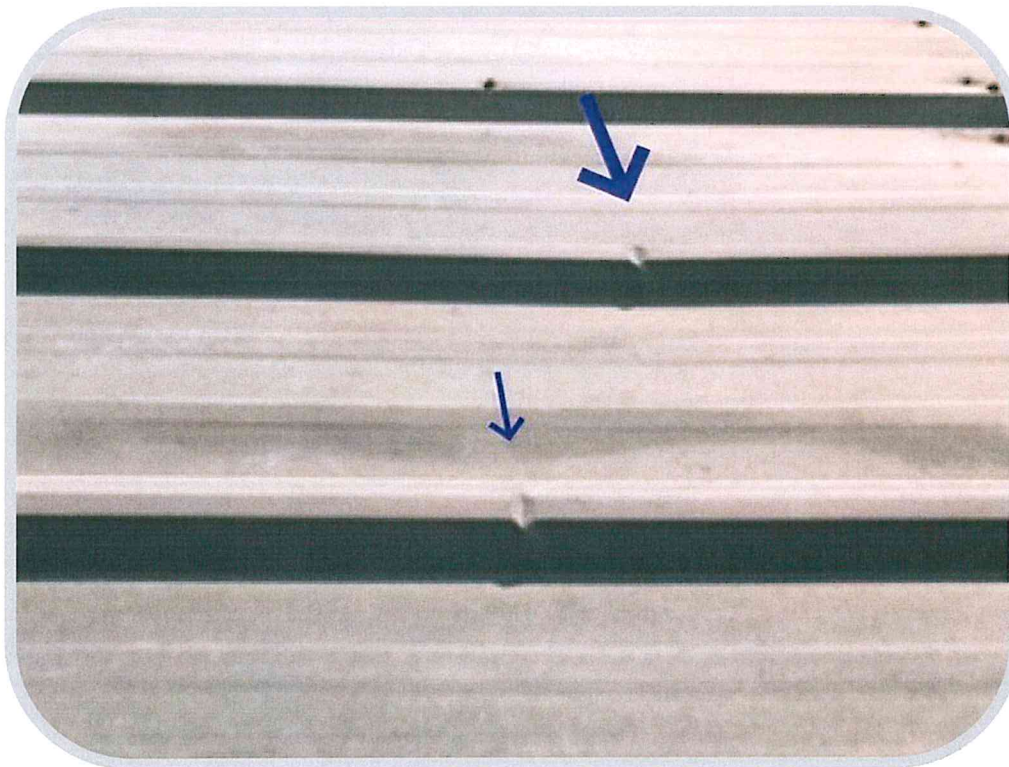
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EXHIBIT #: 13

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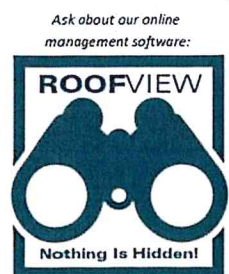


DESCRIPTION OF DEFICIENCIES:
Bent ribs Approx. 25 each

RECOMMENDATIONS:
Install fabric and urethane coating.



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EXHIBIT #: 14

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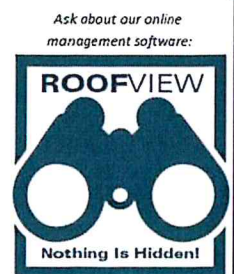


DESCRIPTION OF DEFICIENCIES:
Surface rust at curb, rake edge and gutter Approx. 600 feet

RECOMMENDATIONS:
Install rust primer and exterior paint.



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EXHIBIT #: 15

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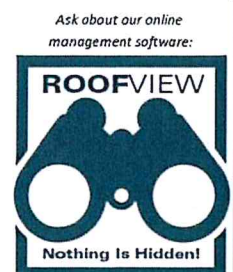


DESCRIPTION OF DEFICIENCIES:
Sealant at field seams starting fail Approx. 400 feet

RECOMMENDATIONS:
Install butyl tape between laps and secure with weather tight fasteners.



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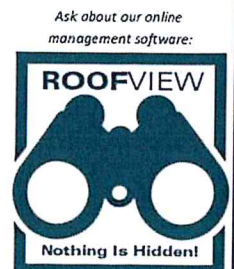


DESCRIPTION OF DEFICIENCIES:
Previous repair starting to fail Approx. 10 Sft.

RECOMMENDATIONS:
Clean and install fabric and urethane coating.



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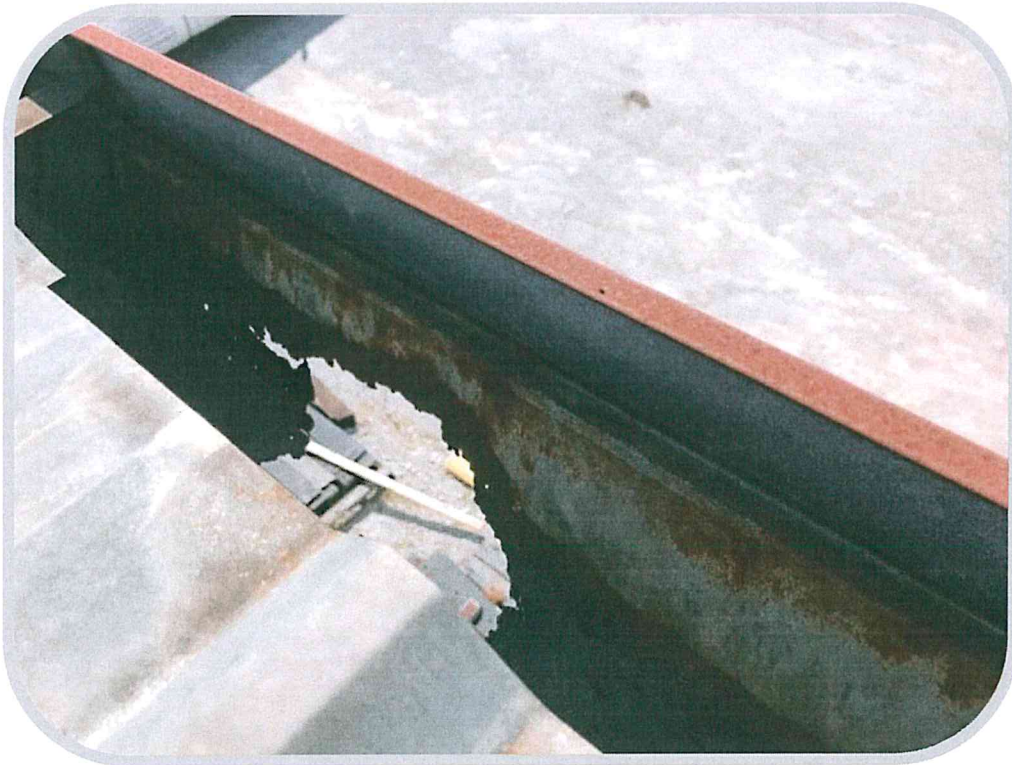
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91 Industrial Drive
Chickamauga, GA 30707

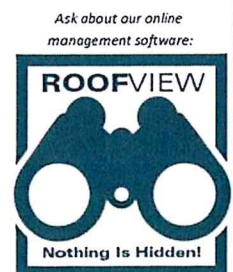


DESCRIPTION OF DEFICIENCIES:
Rusted out gutter Approx. 40 feet

RECOMMENDATIONS:
Remove and replace with 24 gauge pre finished gutters and seal all gutter joints.



OFFICIAL ROOFER OF THE





**RACKLEY EAST TN
RACKLEY ROOFING COMPANY, INC.**

Transforming the Industry

**Other Locations:
Knoxville, Nashville, Memphis**

2314 Guthrie Avenue NW
Cleveland, TN 37311
Phone 423.472.4579
Fax 423.472.8745
www.rackleyroofing.com

EXHIBIT #: 18

**Walker County Maintenance Shop
91 Industrial Drive
Chickamauga, GA 30707**

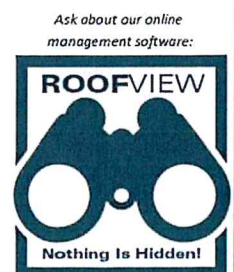


DESCRIPTION OF DEFICIENCIES:
Sealant around vents starting to fail 4 each

RECOMMENDATIONS:
Clean and install urethane sealant.



OFFICIAL ROOFER OF THE





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RACKLEY ROOFING COMPANY, INC.**

Transforming the Industry

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Cleveland, TN 37311
Phone 423.472.4579
Fax 423.472.8745
www.rackleyroofing.com

EXHIBIT #: 19 SECTION 2

**Walker County Maintenance Shop
91 Industrial Drive
Chickamauga, GA 30707**

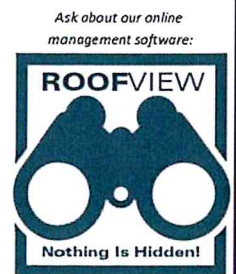


DESCRIPTION OF DEFICIENCIES:
Deteriorated flashing at pipe penetrations.

RECOMMENDATIONS:
Remove deteriorated flashing at (3) pipe penetrations and install new pipe boots.



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RACKLEY EAST TN
RACKLEY ROOFING COMPANY, INC.
Transforming the Industry

Other Locations:
Knoxville, Nashville, Memphis

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Cleveland, TN 37311
Phone 423.472.4579
Fax 423.472.8745
www.rackleyroofing.com

EXHIBIT #: 20 SECTION 2

Walker County Maintenance Shop
91 Industrial Drive
Chickamauga, GA 30707



DESCRIPTION OF DEFICIENCIES:

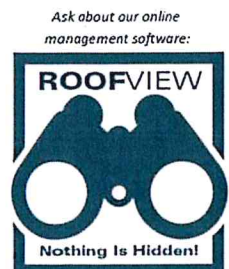
Previous repair failing,. This is one of the major leaks in the office

RECOMMENDATIONS:

Remove failing repair and rework with new metal and sealant for a watertight seal.



OFFICIAL ROOFER OF THE





**RACKLEY EAST TN
RACKLEY ROOFING COMPANY, INC.**

Transforming the Industry

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Knoxville, Nashville, Memphis**

2314 Guthrie Avenue NW
Cleveland, TN 37311
Phone 423.472.4579
Fax 423.472.8745
www.rackleyroofing.com

EXHIBIT #: 21 SECTION 2

**Walker County Maintenance Shop
91 Industrial Drive
Chickamauga, GA 30707**

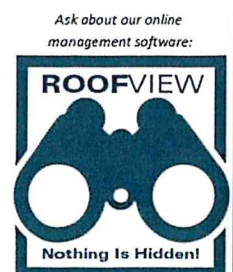


DESCRIPTION OF DEFICIENCIES:
Improper roof to wall installation Approx. 85 feet

RECOMMENDATIONS:
Remove and cut wall panels to install new flashing behind wall panels set in butyl tape and weathertight fasteners.



OFFICIAL ROOFER OF THE





RACKLEY EAST TN
RACKLEY ROOFING COMPANY, INC.
Transforming the Industry
Other Locations:
Knoxville, Nashville, Memphis

2314 Guthrie Avenue NW
Cleveland, TN 37311
Phone 423.472.4579
Fax 423.472.8745
www.rackleyroofing.com

PROPOSAL PREPARED FOR:

Shannon Whitfield
Walker County commissioner

FOR LOCATION:

Walker County-Maintenance Shop Chickamauga, GA

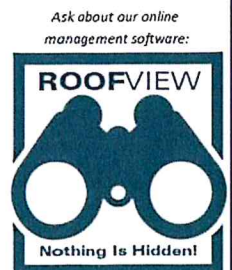


RACKLEY

SUBMITTED BY:
Eric McMillan



OFFICIAL ROOFER OF THE





**RACKLEY EAST TN
RACKLEY ROOFING COMPANY, INC.**

Transforming the Industry

**Other Locations:
Knoxville, Nashville, Memphis**

2314 Guthrie Avenue NW
Cleveland, TN 37311
Phone 423.472.4579
Fax 423.472.8745
www.rackleyroofing.com

PREPARED FOR CLIENT:

Shannon K. Whitfield
Walker County commissioner
101 S. Duke Street
Lafayette, GA 30728
706.638.1437
commissioner@walkerga.us

PROJECT LOCATION:

Walker County Maintenance Shop
91 Industrial Drive
Chickamauga, GA 30707

Rackley Roofing Company, Inc. proposes the following scope of work for the above mentioned property: REPAIRS

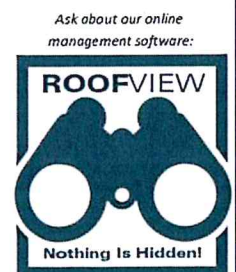
Scope of work :

- Remove failing flashing, install fabric and urethane coating.
- Pressure wash and install acrylic clear coat. Approx. 10 each
- Install butyl tape and weathertight fasteners Approx. 180 feet
- Install fabric and urethane coating. Approx. 4 each
- Install fabric and urethane coating. Approx. 25 each
- Install rust primer and exterior paint. Approx. 600 feet
- Install butyl tape between laps and secure with weather tight fasteners. Approx. 400 feet
- Clean and install fabric and urethane coating. Approx. 10 Sft.
- Remove and replace with 24 gauge pre finished gutters and seal all gutter joints. Approx. 40 feet.
- Clean and install urethane sealant. 4 each
- Remove deteriorated flashing at (3) pipe penetrations and install new pipe boots.
- Remove failing repair and rework with new metal and sealant for a watertight seal.
- Remove and cut wall panels to install new flashing behind wall panels set in butyl tape and weathertight fasteners. Approx. 85 feet
- Provide Rackley's one year workmanship warranty.

Rackley Roofing Company, Inc. proposes the fixed price below to include time and material, and tax, for the scope of work listed above. Additional terms and conditions are included on the following signature page.



OFFICIAL ROOFER OF THE





RACKLEY EAST TN
RACKLEY ROOFING COMPANY, INC.
Transforming the Industry
Other Locations:
Knoxville, Nashville, Memphis

2314 Guthrie Avenue NW
 Cleveland, TN 37311
 Phone 423.472.4579
 Fax 423.472.8745
 www.rackleyroofing.com

Terms and Conditions:

1. Rackley Roofing Company, Inc. will maintain safe work environment as required by OSHA and will clean and dispose of any and all work-related debris, unless otherwise specified in the scope of work listed on previous page. All work will be completed in accordance with generally accepted trade organization and industry guidelines.
2. Rackley Roofing Company, Inc. will provide all necessary permits and handle all inspections that are required in order to comply with the building codes for the specific municipality in which the work is performed.
3. Rackley Roofing Company, Inc. reserves the right to hold on-site meeting(s) determining any work-related concerns. Representatives of both the Owner and of Rackley Roofing may be needed on-site for this meeting.
4. Rackley Roofing Company, Inc. shall not be held liable for any of the following conditions in performing roof services pertaining to the scope of this proposal: indirect, special, incidental, punitive or consequential damages, including but not limited to building structure, contents, or health problems, attributable to past, present, or future water intrusion and associated algae, fungus, mildew, or mold presence.
5. Any alteration from the specifications listed in the scope of work will only be performed upon written change orders specifying any extra price/charge over the original proposal amount.
6. Any delays beyond our control, including but not limited to strikes, accidents, or weather may affect this proposal agreement and the performance of the scope of work.
7. All material is guaranteed to be as specified in the scope of work. However, the material supply market can be unstable, and as a result Rackley Roofing Company, Inc. cannot be held responsible for price increases beyond our control on said materials if a price increase occurs. For this reason, the price listed in this proposal is good for 30 days and may be withdrawn or modified if not accepted within this time frame.
8. Owner is to carry fire, tornado, and any other necessary insurance. Rackley Roofing Company, Inc. carries all necessary Worker's Compensation and General Liability Insurance. A Certificate of Insurance will be provided to the owner upon request.
9. Rackley Roofing Company, Inc. will submit invoice(s) to coincide with the payment terms as stated below. Payment of invoice balance is considered due and payable upon invoice submittal. Any event of non-payment by the owner or agent, in part or in full, may result in legal action against the owner, and Rackley Roofing Company, Inc. shall be entitled to recover any reasonable attorney's fees incurred in collecting said payment.
10. This proposal may be withdrawn by Rackley Roofing Company, Inc. if not accepted by owner or agent within 30 days.

Payment Terms:
50% Due Upon Material Delivery
100% Due Upon Completion/Net 10
Twenty Thousand Nine Hundred Sixty Dollars (\$20,960.00)

IN WITNESS WHEREOF the parties have caused this proposal to be executed by their duly authorized representatives on the date specified under each signature below

Rackley Roofing Company, Inc.:

Owner, or Authorized Agent (Please Print Name):

David Parris, Business Development

Signature:

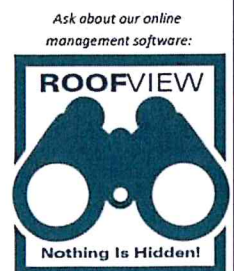
Signature:

Date: 10/1/2019

Date: _____



OFFICIAL ROOFER OF THE



SHIP TO WALKER CO COMMISSIONER'S OFFICE
 101 S DUKE ST
 LA FAYETTE, GA 30728

BILL TO WALKER CO COMMISSIONER'S OFFICE
 PO BOX 445
 LA FAYETTE, GA 30728

REPRINT PURCHASE ORDER
 NO. 2020-00000051

DATE 10/10/2019

VENDOR 56889 PRATER FORD INC

CONTACT PRATER FORD INC
 P O BOX 818
 704 S WALL ST
 CALHOUN, GA 30703

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Greg McConnell
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles - Truck, Ford F-150 2019	\$25,654.4000	\$25,654.40
1.0000	EA	Capital - Vehicles - Truck, Ford F-150 2019	\$25,654.4000	\$25,654.40
TOTAL DUE				\$51,308.80

APPROVED BY _____

SPECIAL INSTRUCTIONS

VEHICLE INVOICE / BILL OF SALE

PRATER FORD, INC.
704 South Wall Street
706-629-2883

No. 11520 *

CALHOUN, GEORGIA 30701

SOLD TO: WALKER COUNTY COMMISSIONER DATE 10/10/2019
 CUSTOMER ID# WLD39462 PD BOX 445
 SALESMAN JERRY R HICKS ADDRESS: LAFAYETTE, GA 30728 HI: (706) 375-5601

MAKE	MODEL	NEW OR USED	VIN	YEAR	KEY NO.	PRICE OF VEHICLE OPTIONAL EQUIP. & ACCESS.
FORD	F-150	N	1FTEX1E8SKKE3079	19	19	25,654.40 N/A

INSURANCE COVERAGE INCLUDES:
 FIRE AND THEFT
 COLLISION - AMT. DEDUCT. PUBLIC LIABILITY - AMT.
 PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES
 GROUP DESCRIPTION PRICE

TAX		N/A
LICENSE AND TITLE		3.00
TOTAL CASH PRICE		25,654.40
FINANCING INSURANCE		
TOTAL TIME PRICE		
SETTLEMENT:		
DEPOSIT		
CASH ON DELIVERY		
TRADE-IN		N/A
LESS LIEN TYPE		N/A
VIN		
PAYMENTS		
TOTAL		

No Trade-In



VEHICLE DESCRIPTION
F-150

2019 F-150 4X4 SUPER CAB
145" WHEELBASE
3.5L V6 PFI
ELEC G-SPEED AUTO W/TOW MOD

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM GRAY VINYL 40/20/40

KK E83878

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DAYTIME RUNNING LIGHTS
 - BEST-IN-CLASS CREEPER FILLER
 - FULL-BOXED STEEL FRAME
 - HEADLAMP ASSEMBLY WITH HIGH BEAM
 - HEADLAMPS - AUTO ON/LAMP (ON/OFF)
 - LOCKING REMOVABLE LATCH GATE
 - PICKUP BOX TIE-DOWN HOOKS
 - BEAR-170-DEGREE DOOR
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT

- INTERIOR**
- 8-WAY FOLD-DOWN REAR BENCH
 - A/C
 - A/C MANUAL CLIMATE CONTROL - SINGLE ZONE
 - DUAL SUNVISORS
 - UNDIMMED ENTRY
 - OUTSIDE TEMP DISPLAY
 - POWERPOINT - 12V (FRONT)
 - TILT/TELESCOPE STR COLUMN

- FUNCTIONAL**
- ADAPTIVE DRIP BRAKES/WABS
 - AUTO START STOP TECH
 - CLIMB CONTROL
 - DYNAMIC HITCH ASSIST
 - ELECTRIC 4X4 SHIFTER/LAMP
 - ELECTRIC-ASSIST PARK BRAKE
 - FADE-TO-OFF INTERIOR LIGHT
 - FUEL-SAFE COOLING SYSTEM
 - GAS-CHARGED SHOCKS
 - HILL START ASSIST
 - MANUAL FOLD MIRRORS
 - PRE-COLLISION ASSIST WAEB
 - PWR RACK AND PINION STEER
 - REAR VIEW CAMERA
 - SELECTSHIFT®

- SAFETY/SECURITY**
- ADVANCED TRUCK WITH RESCUE
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY
 - CTR HIGH MOUNTED STOP LAMP
 - SECURILOCK® ANTI-THEFT SVS
 - SOS POST-CRASH ALERT SVS™
 - TREE PRESERVE MOUNT SVS
- WARRANTY**
- 3YR/50,000 BUMPER-TO-BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP - 100A

- XL SERIES**
- 17" SILVER STEEL WHEELS
 - 260/70R17 OWL AL-TERRAIN 3/25 RATING REGULATORY
 - 6800 GVWR PACKAGE
 - FRONT AND REAR BUMPERS WITH PROTECTIVE FINISHING BOARDS
 - GRIPSE CONTROL
 - 8-SPEAKER PREMIUM AUDIO SYSTEM
 - TRAILER TOW PACKAGE
 - XL POWER EQUIPMENT GROUP VINYL 40/20/40 FRONT SEAT FLEX FUEL VEHICLE

NO CHARGE
250.00
225.00
420.00
1,170.00
NO CHARGE

(MSRP)

PRICE INFORMATION

(MSRP)

BASE PRICE	\$35,970.00
TOTAL OPTIONS/OTHER	2,600.00
TOTAL VEHICLE & OPTION/OTHER DESTINATION & DELIVERY	38,570.00
TOTAL BEFORE DISCOUNTS	39,926.00
XL BASE DIRECT PEO & IT	500.00
TOTAL SAVINGS	500.00

Have 2 in stock
Same Specs
\$25,654.10

TOTAL MSRP \$39,325.00

NAME ONE	NAME TWO	MODEL #	DATE
CA02	CONVOY	21-1712 OT 5B	

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, Tires, and Tilt Fuel, State and Local taxes are not included. Dealer includes options or accessories are not included unless listed below.

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

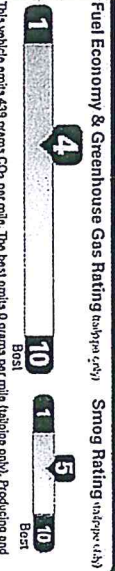
SPECIAL ORDER
KH302 N NB 2X 916 001405 08 30 19

10/04/2019

EPA Fuel Economy and Environment DOT

Fuel Economy
20 MPG
combined city/hwy
18 city 23 highway
5.0 gallons per 100 miles

Annual fuel cost \$1,900



You spend \$2,500 more in fuel costs over 5 years compared to the average new vehicle.

fuelconomy.gov

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal	Driver	Passenger
★★★★★	★★★★★	★★★★★
Crash	Front seal	Rear seat
★★★★★	★★★★★	★★★★★
Side	Crash	Rollover
★★★★★	★★★★★	★★★★★

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236



FORD PROTECT

WARNING: Operating, servicing and maintaining a passenger vehicle pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Inkjet on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordProtect.com.

Scan QR Code to learn more about Ford Protect.

2201909095112

VEHICLE INVOICE / BILL OF SALE

PRATER FORD, INC.

704 South Wall Street
706-629-2883

CALHOUN, GEORGIA 30701

Nº 11519 ☼

SOLD TO: WALKER COUNTY COMMISSIONER
 CUSTOMER ID# WALD39462 ADDRESS: PO BOX 445
 SALESMAN LAFAYETTE, GA 30728
 DATE 10/10/2019
 H: (706) 375-5601

MAKE	MODEL	NEW OR USED	VIN	YEAR	KEY NO.	Stock # : F1712
FORD	F-150	N	1FTEX1E8KKE03070	19	19	25,651.40 N/A

INSURANCE COVERAGE INCLUDES:
 FIRE AND THEFT
 COLLISION - AMT. DEDUCT.
 PUBLIC LIABILITY - AMT.
 PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
	TAX	N/A
	LICENSE AND TITLE	3.00
	TOTAL CASH PRICE	25,654.40
	FINANCING	
	INSURANCE	
	TOTAL TIME PRICE	
	SETTLEMENT:	
	DEPOSIT	
	CASH ON DELIVERY	N/A
	TRADE-IN	N/A
	LESS LEN	N/A
	TYPE	
	VIN	
	PAYMENTS	
	TOTAL	

No Trade-In



Go Further
ford.com

VEHICLE DESCRIPTION
F-150

2019 F-150 4X4 SUPERCAR
145 HP V6
ELEC 8-SPEED AUTO W/TOW MOD

EXTERIOR: WHITE
INTERIOR: MEDIUM GRAY VINYL 40/20/40
KK E83878

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DAYTIME RUNNING LIGHTS
 - EASY FUEL & CAPLESS FILLER
 - FULLY BOXED STEEL FRAME
 - HALOGEN HEADLAMPS
 - HEADLAMPS - AUTO HIGH BEAM
 - HEADLAMPS - AUTOLAMP (ON/OFF)
 - LOCKING REMOVABLE TAILGATE
 - PICKUP BOX TIE DOWN HOOKS
 - REAR, 170-DEGREE DOOR
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT

- INTERIOR**
- 60/40 FOLD-UP REAR BENCH SEAT
 - A/C W/ANNUAL CLIMATE CONTROL, SINGLE ZONE
 - DUAL SUNVISORS
 - ILLUMINATED ENTRY
 - OUTSIDE TEMP DISPLAY
 - POWER-POINT - 12V FRONT
 - TILT/TELESCOPE STR COLUMN
- ENGINE/DRIVE**
- 4-WHEEL DISC BRAKES W/ABS
 - AUTO START STOP TECH
 - CURVE CONTROL
 - DYNAMIC SHIFT-ON-FLY
 - ELECTRIC-ASSIST PARK BRAKE
 - FADE-TO-OFF INTERIOR LIGHT
 - FAL-SAFE COOLING SYSTEM
 - GAS-CHARGED SHOCKS
 - HILL START ASSIST
 - MANUAL FOLD MIRRORS
 - PRE-COLLISION ASSIST W/ABS
 - PWR RACK AND PINION STEER
 - REAR VIEW CAMERA
 - SELECTSHIFT®
- SAFETY/SECURITY**
- ADVANCEDTRAC® WITH ESC
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - CRT HIGH MOUNT STOP LAMP
 - SECURILOCK® ANTI-THEFT SYS
 - SOS POST-CRASH ALERT SYS™
 - TIRE PRESSURE MONIT SYS
- WARRANTY**
- 3YR/36,000 BUMPER TO BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 100A

- OPTIONAL EQUIPMENT/OTHER**
- 17" SILVER TRIM WHEELS
 - 17" SILVER ONE-ALL-TERRAIN
 - 2000 GATOR PACKAGE
 - FRONT LICENSE PLATE BRACKET
 - BLACK PLASTIC RUNNING BOARDS
 - CRUISE CONTROL
 - SYNC
 - TRAILER TOW PACKAGE
 - XL POWER EQUIPMENT GROUP VINYL 40/20/40 FRONT SEAT FLEX FUEL VEHICLE

NO CHARGE	NO CHARGE
250.00	420.00
225.00	595.00
595.00	1,170.00
NO CHARGE	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	\$39,970.00
TOTAL OPTIONS/OTHER	2,680.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY	39,970.00
TOTAL BEFORE DISCOUNTS	42,650.00
XL BASE DISCOUNT	1,745.00
TOTAL SAVINGS	800.00

Have 2 in stock
Same Specs
\$25,654.20

ITEM ONE	CA02	CONVOY	21-1712 O/T 5B
ITEM TWO			
<p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.</p>			
<p>TOTAL MSRP \$39,325.00</p>		<p>SPECIAL ORDER KH302 N RB 2X 915 001405 08 30 19</p>	

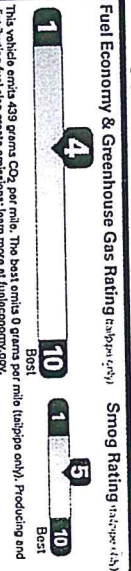
10/04/2019

EPA Fuel Economy and Environment



Standard Pickup Trucks range from 12 to 25 MPG. The best vehicle rates 136 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

Annual fuel cost **\$1,900**



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. For example, 15,000 miles per year at 25.55 per gallon. This is a dual-fueled automobile. MPGs from 15 to 24 gasoline gallon equivalent. Vehicle emissions and a significant cause of climate change and smog.

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal	Driver	★ ★ ★ ★ ★
Crash	Passenger	★ ★ ★ ★ ★
Side	Front seat	★ ★ ★ ★ ★
Crash	Rear seat	★ ★ ★ ★ ★
Rollover		★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



FORD PROTECT

Instal on Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

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Text Help
Text Help

2201909095112

SHIP TO
WALKER CO COMMISSIONER'S OFFICE
101 S DUKE ST
LA FAYETTE, GA 30728

BILL TO
WALKER CO COMMISSIONER'S OFFICE
PO BOX 445
LA FAYETTE, GA 30728

**REPRINT PURCHASE
ORDER
NO. 2020-00000078**

DATE 10/14/2019

VENDOR 56889 PRATER FORD INC

CONTACT
PRATER FORD INC
P O BOX 818
704 S WALL ST
CALHOUN, GA 30703

**DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS**
Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles - (1) F-150 4x4 Supercrew Cab V-6 engine 2.7L	\$32,069.0000	\$32,069.00
			TOTAL DUE	\$32,069.00

APPROVED BY _____

SPECIAL INSTRUCTIONS

VEHICLE INVOICE / BILL OF SALE

PRATER FORD, INC.
704 South Wall Street
706-629-2883

No. 11529 *

CALHOUN, GEORGIA 30701

CUSTOMER ID# WALD39462 SOLD TO: WALKER COUNTY COMMISSIONER DATE 10/14/2019
SALESMAN JERRY R HICKS ADDRESS: PO BOX 445 H: (706) 375-5601
LAFAYETTE, GA 30728

MAKE	MODEL	NEW OR USED	VIN	YEAR	KEY NO.	Stock # : F1000
FORD	F-150	N	1FTEW1EP0KFA38814 Mileage: 78	15		32,066.00 N/A

- INSURANCE COVERAGE INCLUDES:**
 FIRE AND THEFT
 COLLISION - AMT. DEDUCT.
 PUBLIC LIABILITY - AMT.
 PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
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<p>PRICE OF VEHICLE OPTIONAL EQUIP. & ACCESS.</p>		32,066.00 N/A
<p>TAX</p>		N/A
<p>LICENSE AND TITLE</p>		3.00
<p>TOTAL CASH PRICE</p>		32,069.00
<p>FINANCING INSURANCE</p>		
<p>TOTAL TIME PRICE</p>		
<p>SETTLEMENT:</p>		
<p>DEPOSIT</p>		
<p>CASH ON DELIVERY</p>		
<p>TRADE-IN</p>		N/A
<p>LESS LIEN TYPE</p>		N/A
<p>VIN</p>		
<p>PAYMENTS</p>		
<p>TOTAL</p>		

No Trade-In

DRB-006885

GA 9-NORMAL, NB, 106885, J1201 13181

220181129 6800

U/C CERT CERT CERT TRD RAMP BUPE CAMP BOOK EXPL

U R GA C

EXPL



1*EMLEB0 KFA38814 NB

QUIS



VEHICLE DESCRIPTION

F-150

2019 F-150 4X4 SUPERCREW
148W WHEELBASE
2.7L V6 ECOBOOST
ELEC 10-SPEED AUTO W/TOW MO

KF A38814

Go Further
ford.com

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DAYTIME RUNNING LIGHTS
 - EASY FUELER CAPLESS FILLER
 - FULLY BOXED STEEL FRAME
 - HEADLAMPS - AUTO HIGH BEAM
 - HEADLAMPS - AUTO LOW BEAM (ON/OFF)
 - LOOKING REMOVABLE TAILGATE
 - HOKUP BOX TIE DOWNS/HOOKS
 - TRAILER B/WAY CONTROL
 - WIPERS - INTERMITTENT

- INTERIOR**
- 60/40 FOLD-UP REAR BENCH SEAT
 - A/C W/MANUAL CLIMATE CONTROL, SINGLE ZONE
 - DUAL SUNVISORS
 - ILLUMINATED ENTRY
 - OUTSIDE TEMP DISPLAY
 - POWERPOINT - 12V (FRONT)
 - TILT/TELESCOPE STR COLUMN

- EXTERIOR**
- OFFROAD WHITE GRAY INT W/BLACK 40/20/40

- FUNCTIONAL**
- AUTO START STOP TECH
 - CURVE CONTROL
 - DYNAMIC HITCH ASSIST
 - ELECT 4X4 SHIF-ON-FLY
 - ELECTRIC-ASSIST PARK BRAKE
 - FADE-TO-OFF INTERIOR LIGHT
 - FALL-SAFE COOLING SYSTEM
 - GAS-CHARGED SHOCKS
 - HILL START ASSIST
 - MANUAL FOLD MIRRORS
 - OUTBOARD MNTD REAR SHOCKS
 - PRE-COLLISION ASSIST WAEB
 - PWR RACK AND PINION STEER
 - REAR VIEW CAMERA
 - SELECTSHIFT®

- SAFETY/SECURITY**
- ADVANCEDTRAC® WITH PACE
 - ARBARS® - FRONT SEAT MOUNTED SIDE IMPACT
 - ARBARS - SAFETY CANOPY®
 - COTR HIGH MOUNT 6TH/7TH LAMP
 - SECURILOCK® ANTI-THIEF SVS
 - SOS POST-CRASH ALERT SVS™
 - TIRE PRESSURE MONIT SVS

- WARRANTY**
- 3YR/36,000 BUMPER-TO-BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

- EQUIPMENT GROUP 101A (MSRP) 2,255.00
- XL SERIES
- XL POWER EQUIPMENT GROUP
- ORBISE CONTROL

OPTIONAL EQUIPMENT/OTHER

- 2.7L V6 ECOBOOST 896.00
- 3.68 ELECTRONIC LOCK BR AXLE 470.00
- 680W LEVIN PACKAGE BRACKET 250.00
- BLAZK PLATINUM RUNNING BOARDS 95.00
- CLASS IV TRAILER HITCH 1,895.00
- 8TX APPEARANCE PACKAGE
- 27/66RED BRV ALL-TERRAIN SVNS 3
- REAR-WINDOW DEROGETER 30" MACH-HALLUM W/FLASH GRAY PK
- MANUAL DRIVER LUMBAR PRIVACY GLASS
- XL SPORT APPEARANCE PACKAGE 775.00
- FOG LAMP
- 8TX SPORT CLOTH 40/20/40 NO CHARGE

PRICE INFORMATION

BASE PRICE \$39,206.00
 TOTAL OPTIONS/OTHER 9,895.00
 DESTINATION & DELIVERY 450.00
 TOTAL VEHICLE & OPTION/OTHER 1,148.00
 TOTAL BEFORE DISCOUNTS 49,999.00
 XL MID DISCOUNT 7,800.00
 8TX APPEARANCE DISCT 1,280.00
 TOTAL SAVINGS 9,080.00

\$32,069.00

TOTAL MSRP \$44,535.00

MSRP ONE
 CA02
 INADP TRVO
 CONVQY
 21-1008 O/T 2

This label is filed pursuant to the Federal Automobile Information Disclosure Act, Gasoline, License, and Title Fees, Sales and Local taxes are not included. Dealer installed options or accessories are not included unless listed below.

10/08/2019

EPA Fuel Economy and Environment

Fuel Economy

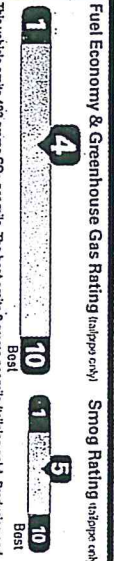
21 MPG
 combined city/hwy

19 city
 24 highway

4.8 gallons per 100 miles

You spend \$2,000
 more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$1,800



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$2,000 for fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.65 per gallon. MPGe is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Calculate personalized estimates and compare vehicles

fuelconomy.gov

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal ★ ★ ★ ★ ★
 Crash Driver Passenger ★ ★ ★ ★ ★
 Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side ★ ★ ★ ★ ★
 Crash Front seat Rear seat ★ ★ ★ ★ ★
 Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).
 www.safercar.gov or 1-888-327-4235



FORD PROTECT

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P66Warnings.ca.gov/passenger-vehicle.

Scan QR code to view dealer's MSRP, MSRP, and other information. www.ford.com/fordprotect

2201811296800

Walker County Departmental Statistics - September 2019



Department	Monthly Totals						YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals	
	August		September		2019		2018		2017		2016		2016	
Animal Shelter	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Intake	126	37	82	10	798	230	1,176	25	1,628	979	1,301	1,004		
Outake (Adopted, Rescued, Returned)	127	21	75	13	788	213	1,012	47	1,134	444	817	195		
Adopted	17	17	16	13	172	111	138	34	217	147	304	94		
Rescued	94	0	47	0	524	97	749	13	686	295	513	101		
Returned to Owner	15	0	12	0	87	1	125	0	231	2	n/a	n/a		
Euthanized	1	4	2	0	21	5	56	2	336	396	436	630		
Codes Enforcement	August		September		2019		2018		2017		2016		2016	
In Compliance	1,311		957		6,749		5,124		4,745		no data		no data	
Violations	21		98		367		857		1,469		221		221	
Closed Cases	5		15		46		339		480		no data		no data	
Fire Department	August		September		2019		2018		2017		2016		2016	
Calls for Service	514		543		4,520		5,670		4,441		3,492		3,492	
Units Handling Calls for Service	733		813		6,482		6,359		4,742		no data		no data	
Smoke Alarms Installed	52		39		659		228		21		no data		no data	
Litter	August		September		2019		2018		2017		2016		2016	
Roadside Trash Pounds	21,620		19,030		100,610		122,912		123,020		no data		no data	
Mountain Cove Farms	August		September		2019		2018		2017		2016		2016	
Total Nights Booked	96		94		743		908		525		162		162	
Planning	August		September		2019		2018		2017		2016		2016	
Single Family New Home Construction	20		9		91		124		135		123		123	
Public Relations	August		September		2019		2018		2017		2016		2016	
Media Impressions (stories)	43		35		356		509		603		no data		no data	
Facebook Followers Added	107		123		1,608		2,182		4,615		no data		no data	
Facebook Posts	44		49		479		487		594		no data		no data	
WalkerCountyGA.gov visitor views	26,065		26,807		266,795		316,285		399,087		173,745		173,745	
Newsletter Subscribers Added	38		37		833		925		1,184		no data		no data	
Public Works	August		September		2019		2018		2017		2016		2016	
Patching/Potholes	335		527		5,315		4,798		no data		no data		no data	
Walker Transit	August		September		2019		2018		2017		2016		2016	
Total Trips	2,631		2,204		20,303		21,551		24,938		no data		no data	

Applicant: Kristy Abernathy Zoned - R-3

Map & Parcel: D-135-045 Rezone from: _____ to: _____

PLANNING COMMISSION RECOMMENDATION:

10-17-2019 APPROVED AS SUBMITTED

COMMISSIONERS FINAL DECISION:

The following disclosure is required of the applicant(s) by Section 36-67A-3 of O.C.G.A. The following is for disclosure purposes only and does not disqualify the petition.
Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES () NO (x) If so, then on a separate page, please furnish the following information.

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

Signature of Petitioner/Owner:

Kristy Abernathy 9/16/19
OWNER DATE

PETITIONER DATE