

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 July 23, 2020

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 Regular Scheduled Commissioner's Meeting that was held on July 9, 2020

New Business:

- I. Resolution R-017-20, Extending the Waiver of Certain Penalties and Interest Associated with the Walker County Business Code
- II. Purchase Order 2020-00001362 to Chattanooga Ford Tractor for the purchase of a New 2019 New Holland Powerstar 90 with Tiger TSR60 Cutter for the Road Department
- III. Oath for Walker County GA Police Officers and Certificate of Appointments
- IV. Rising Sun Ridge LLC requests a Conditional Use Variance for property located at 0 Hwy 157 Rising Fawn, GA 30738. Tax map & parcel number 0237-016 & 0-237-01. ***(Recommended for approval with conditions by the Planning Commission)***
- V. Kriskeldra LTD. Inc (Kellie Iskander) requests a Conditional Use Variance for property located at 909 LaFayette Road, Rossville, GA 30741. Tax map & parcel number 0-206-289. ***(Recommended for approval with conditions by the Planning Commission)***

- VI. Larry W. Jackson requests a Conditional Use Variance for property located at 0 E. Hwy 136 LaFayette, GA 30728. Tax map & parcel number 0-488-1-054C. ***(Recommended for approval with conditions by the Planning Commission)***
- VII. Criminal Justice Coordinating Council Subgrant Award, Project Name: Juvenile Justice Incentive Grant, Subgrant Number Y-21-8-026

Adjournment: Commissioner Whitfield will adjourn the meeting

Open Discussion: The business on the Agenda being completed, Commissioner Whitfield will open the floor for general discussion related to Walker County. Speakers are asked to limit their questions and comments to 5 minutes and keep topics related to county business.

The next regular scheduled Commissioner's Meeting will be held on Thursday, August 13, 2020 at 6:00 PM.



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

Minutes of the Regular Scheduled Meeting

June 25, 2020

I. Call to order

Commissioner Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, Lafayette, Georgia at 6:01 PM on July 9, 2020.

II. Attendees:

The following persons were present: Commissioner Shannon Whitfield, Planning and Zoning Director David Brown, Public Relations Director Joe Legge, County Clerk Rebecca Wooden. Other guests signed in at the meeting as well, please see the attached sign in sheet.

III. Invocation:

Given by Commissioner Shannon Whitfield

IV. Pledge:

United States Flag

V. Pledge:

Georgia Flag

VI. New Business

1. Commissioner Whitfield welcomed everyone and stated, "As we get started here on our agenda, we will be adding one additional item to the agenda tonight. We typically strive very hard not to do this, but we had a last minute entry, which is basically a storm water facility maintenance agreement, which is very common when someone's making a development or change to a piece of property and they have to have a storm water agreement. So to keep from holding that up for another two weeks, we're going to add that as an agenda item, number six for the storm water

maintenance agreement. And this is just really a formality to make sure that we have these in the minutes in case anyone ever looks back. So since this really doesn't affect anyone other than the property owner, we're going to add that to the agenda here tonight. We do have our agenda packets. These are also available online, and we do have the agenda packets here for those that would like copies of those. We have the minutes from our scheduled public hearing back on June the 25th of 2020, which was when we held our first public meeting after the restart after our COVID virus. So anyone that has read these minutes or that was here at that meeting, has anyone seen any issues, questions, or concerns with those minutes before we sign those into the record hearing? If none we'll sign these minutes into the record. Also that same night, we had our regular scheduled meeting after the public hearing that was also held on January, excuse me, June the 25th of 2020, immediately following the public hearing. Same thing with those. Likewise, anyone have any concerns, issues, or corrections on the meeting minutes from a regular scheduled meeting back in June? Hearing none we'll sign these minutes into the record."

2. Commissioner Whitfield reviewed the agreement between Walker County and Georgia State Properties Commission. He explained one letter that was sent to us from the Georgia State Properties Commission back on May 5, 2020, basically notifying us that there was a delay in the renewal of the lease agreement for the state patrol barracks they have utilized for many years at 1212 North Main Street in Lafayette. The lease technically expired on June 30th of 2020; state law prohibits them from entering into any lease renewals until after the governor passes the budget. So even though their lease agreement with us is for a dollar per year, they could not enter into a new agreement until after that had surpassed. So we have that May 5, 2020 letter in the agenda packet. They prepared another letter dated June 15, 2020 and sent this to a certified mail, but we did not get this until last week, because once again, they prepared these letters, but they had to wait until after the governor had approved the budget. This talks about that and refers back to the May 5th letter and extends for a 12 month period technically beginning on July 1st of 2020, and ending on June 30th of 2021 under the same terms, conditions, covenants, agreements, provisions and stipulations of the agreement and the annual rental rate of a dollar per year. Commissioner Whitfield signed the agreement to continue the lease.

3. Commissioner Whitfield reviewed the purchase of two vehicles Purchase Order 2020-00001031 from Prater Ford for Walker County Fire Rescue. Chief Blake Hodge explained these vehicles will be used for the Chief Inspectors, education, and plans a rotation with two vehicles being command vehicles. His plan is to try and purchase one vehicle per year, rotating to use less and observe mileage. Commissioner Whitfield explained the replacements are to get us caught up and moving forward getting on a 12 year cycle. These vehicles were bought and paid for, not financed. This was a capital purchase over \$25,000.00 and we want the citizens to know more about the purchases.
4. Commissioner Whitfield read Resolution R-015-20 Appointment of Roger Neal to the Department of Family & Children Services (DFCS) Local County Advisory Board and thanked Mr. Neal for his over 30 years of service to Walker County and we are thankful he has agreed to serve another term.
5. Commissioner Whitfield explained Resolution R-016-20 Appointment of Albert Nichols to the Department of Family & Children Services (DFCS) Local County Advisory Board reads the same as the one he just read and wanted to thank Mr. Albert Nichols for agreeing to serve another term which will expire in 2023.
6. Commissioner Whitfield reviewed the Monthly Stats for June

VII. Adjournment: The Public Hearing was adjourned at 6:31 PM

VIII. Public Comment

{Audio Recording of Public Hearing and comments are on file in
Commissioner's Office – 20-07-09}

IX. Commissioner Comments

{Audio Recording of Commissioner's Hearing comments are on file in
Commissioner's Office – 20-07-09}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden



RESOLUTION R-017-20

A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO EXTEND THE WAIVER OF CERTAIN PENALTIES AND INTEREST ASSOCIATED WITH THE WALKER COUNTY BUSINESS CODE

WHEREAS, on March 13, 2020, President Donald J. Trump declared a National Emergency as a result of the spread of the novel coronavirus, also known as COVID-19; and

WHEREAS, on March 14, 2020, Georgia Governor Brian P. Kemp also declared a Public Health State of Emergency due to the spread of COVID-19; and

WHEREAS on March 18, 2020, the Sole Commissioner of Walker County, Georgia declared a Local State of Emergency, also in response to the COVID-19 pandemic; and

WHEREAS, the measures implemented in response to the COVID-19 outbreak have resulted in major disruptions to all aspects of life, including limitations on the availability of some County government services and operations; and

WHEREAS, the Sole Commissioner of Walker County, Georgia is the governing authority of Walker County, Georgia and finds that the unique circumstances surrounding the COVID-19 National Emergency and Georgia Public Health Emergency constitute due cause for failure to timely pay taxes within the timeframe described below; and

WHEREAS, Chapter 14-32 of the Code of Walker County, Georgia established every person engaged in any business, trade, profession or occupation in the unincorporated areas of the county shall register their business and pay an annual occupational tax; and

WHEREAS, Chapter 14-40 of the Code of Walker County, Georgia established that such registration and occupation tax shall be subject to penalties for delinquency if not paid by March 31st of each year; and

WHEREAS, R-10-20 extended the deadline this year from March 31, 2020 to July 31, 2020; and

NOW, THEREFORE, BE IT RESOLVED, that the Sole Commissioner of Walker County, Georgia hereby approves the waiver of penalties and interest on taxes subject to collection by the Walker County Office of Planning and Zoning as outlined above, where the deadline for payment of such taxes fell/falls between March 13, 2020 and September 30, 2020.



BE IT FURTHER RESOLVED, that this Resolution shall become effective when passed and adopted, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

SO RESOLVED AND ADOPTED this 23rd day of July, 2020

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Sole Commissioner

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, GA30728

REPRINT PURCHASE
ORDER
NO. 2020-00001362

DATE 07/10/2020

VENDOR 210 CHATTANOOGA TRACTOR & EQUIPMENT INC

CONTACT

CHATTANOOGA TRACTOR & EQUIPMENT
INC
2034 E POLYMER DR
CHATTANOOGA, TN 37421

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Whitfield, Shannon

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Other Equipment - New 2019 New Holland Powerstar 90 with Tiger TSR60 Cutter	\$73,880.0000	\$73,880.00
TOTAL DUE				\$73,880.00

APPROVED BY _____

SPECIAL INSTRUCTIONS

Empty box for special instructions.



Chattanooga Tractor & Equipment

2034 E. Polymer Drive
Chattanooga, TN 37421
Phone: 423.892.5725
Fax: 423.899.2262

✓

Ship To: IN STORE PICKUP

Invoice To: WALKER COUNTY ROAD DEPT.
AUGUST PO 22547
P.O. BOX 445
LAFAYETTE GA 30728

Branch 01 - Chattanooga		
Date 07/06/2020	Time 13:53:18 (O)	Page 1
Account No WALKE036	Phone No 7063755602	Est No 08 Q00746
Ship Via	Purchase Order	
Tax ID No		
Michael Mullins	Salesperson 455	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 07/31/2020	Amount
Stock #: C0000894	Serial #: PKLE50243		47000.00
Hours: 0			
New 2019 NA POWERSTAR90			
New 2019 New Holland POWERSTAR 90 WITH ENCLOSED CAB HVAC 2			
YEAR 2000 HOUR WARRANTY, AND ALL OTHER STANDARD EQUIPMENT			
Stock #: C0000917	Serial #: TSR-0439		26880.00
Hours: 0			
New 2018 TI TSR60			
New 2018 Tiger Corp. TSR60 SIDE MOUNT ROTARY (CABLE KIT)			
CUTTER IS CONNECTED TO REAR REMOTES ON BACK OF TRACTOR			
			Subtotal: 73880.00
Authorization: _____			Quote Total: 73880.00

Thank You For Your Business!



OATH FOR WALKER COUNTY, GA POLICE OFFICERS

I, Mitchell Moore, a citizen of the State of Georgia, do hereby solemnly swear and affirm that I will support and uphold the Constitution and laws of the United States and the Constitution and laws of the State of Georgia. I do further solemnly swear and affirm that I will faithfully execute all writs, warrants, precepts, and processes directed to me as a police officer of Walker County which I can lawfully execute, and true returns make, and in all things, well and truly, without malice or partiality, perform the duties of a police officer of Walker County during my constituency therein, and take only my lawful fees.

I further swear and affirm: (1) that I am not the holder of any unaccounted for money due the State of Georgia or any political subdivision or authority thereof; (2) I am not the holder of any office of trust under the government of the United States, any other State or any foreign state which by the laws of the State of Georgia I am prohibited from holding; and (3) that I am qualified to hold the position of Walker County police officer according to the Constitution and laws of Georgia.

So help me God.

Print Name: _____

Sworn to and subscribed before me this
23rd day of July, 2020.

Notary Public

Print name: _____

My commission expires: _____

AFFIX NOTARY SEAL



CERTIFICATE OF APPOINTMENT

Mitchell Moore is hereby appointed a Police Officer of Walker County, Georgia. This certificate of appointment shall constitute the appointee's authority for exercising the powers and carrying out the duties conferred and imposed upon him by the Chapter 12 of the Code of Walker County, Georgia.

This appointment is to be spread upon the Minutes of the Governing Authority of Walker County, Georgia.

SO ISSUED ON this 23rd day of July, 2020

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Sole Commissioner



OATH FOR WALKER COUNTY, GA POLICE OFFICERS

I, Jeff Parker, a citizen of the State of Georgia, do hereby solemnly swear and affirm that I will support and uphold the Constitution and laws of the United States and the Constitution and laws of the State of Georgia. I do further solemnly swear and affirm that I will faithfully execute all writs, warrants, precepts, and processes directed to me as a police officer of Walker County which I can lawfully execute, and true returns make, and in all things, well and truly, without malice or partiality, perform the duties of a police officer of Walker County during my constituency therein, and take only my lawful fees.

I further swear and affirm: (1) that I am not the holder of any unaccounted for money due the State of Georgia or any political subdivision or authority thereof; (2) I am not the holder of any office of trust under the government of the United States, any other State or any foreign state which by the laws of the State of Georgia I am prohibited from holding; and (3) that I am qualified to hold the position of Walker County police officer according to the Constitution and laws of Georgia.

So help me God.

Print Name: _____

Sworn to and subscribed before me this
23rd day of July, 2020.

Notary Public

Print name: _____

My commission expires: _____

AFFIX NOTARY SEAL



CERTIFICATE OF APPOINTMENT

Jeff Parker is hereby appointed a Police Officer of Walker County, Georgia. This certificate of appointment shall constitute the appointee's authority for exercising the powers and carrying out the duties conferred and imposed upon him by the Chapter 12 of the Code of Walker County, Georgia.

This appointment is to be spread upon the Minutes of the Governing Authority of Walker County, Georgia.

SO ISSUED ON this 23rd day of July, 2020

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Sole Commissioner



OATH FOR WALKER COUNTY, GA POLICE OFFICERS

I, Scott Forrest, a citizen of the State of Georgia, do hereby solemnly swear and affirm that I will support and uphold the Constitution and laws of the United States and the Constitution and laws of the State of Georgia. I do further solemnly swear and affirm that I will faithfully execute all writs, warrants, precepts, and processes directed to me as a police officer of Walker County which I can lawfully execute, and true returns make, and in all things, well and truly, without malice or partiality, perform the duties of a police officer of Walker County during my constituency therein, and take only my lawful fees.

I further swear and affirm: (1) that I am not the holder of any unaccounted for money due the State of Georgia or any political subdivision or authority thereof; (2) I am not the holder of any office of trust under the government of the United States, any other State or any foreign state which by the laws of the State of Georgia I am prohibited from holding; and (3) that I am qualified to hold the position of Walker County police officer according to the Constitution and laws of Georgia.

So help me God.

Print Name: _____

Sworn to and subscribed before me this
23rd day of July, 2020.

Notary Public

Print name: _____

My commission expires: _____

AFFIX NOTARY SEAL



CERTIFICATE OF APPOINTMENT

Scott Forrest is hereby appointed a Police Officer of Walker County, Georgia. This certificate of appointment shall constitute the appointee's authority for exercising the powers and carrying out the duties conferred and imposed upon him by the Chapter 12 of the Code of Walker County, Georgia.

This appointment is to be spread upon the Minutes of the Governing Authority of Walker County, Georgia.

SO ISSUED ON this 23rd day of July, 2020

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Sole Commissioner

Applicant: Rising Sun Ridge LLC

Map & Parcel: 0-237-016 + 017 Rezone from: _____ to: _____

Conditional Use Variance

PLANNING COMMISSION RECOMMENDATION:

_____ APPROVED AS SUBMITTED

7-16-2020

APPROVED WITH CONDITIONS

Approval of roads, yards +
bath house contingent upon

_____ TABLED

Approval from Environmental Health,
Fire Dept + Soil + Erosion

_____ DENIAL

COMMISSIONERS FINAL DECISION:

_____ APPROVED AS SUBMITTED

_____ APPROVED WITH CONDITIONS

_____ TABLED

_____ DENIAL

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

Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES () NO (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:

Rodney Bondy 5/25/2020
OWNER DATE

PETITIONER

DATE

Applicant: Kellie Iskander

Map & Parcel: 0-206-259 Rezone from: _____ to: _____

PLANNING COMMISSION RECOMMENDATION:

_____ APPROVED AS SUBMITTED

7-16-2020

APPROVED WITH CONDITIONS

That no one use back entrance of property

_____ TABLED

_____ DENIAL

COMMISSIONERS FINAL DECISION:

_____ APPROVED AS SUBMITTED

_____ APPROVED WITH CONDITIONS

_____ TABLED

_____ DENIAL

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

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

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

Signature of Petitioner/Owner:

Kellie Iskander 6-3-20
OWNER DATE

Eric Price 6-3-20
PETITIONER DATE
Eric Price 06032020

Applicant: Larry Jackson Conditional Use Variance
Map & Parcel: D-488-1-054 C Rezone from: _____ to: _____

PLANNING COMMISSION RECOMMENDATION:

7-16-2020 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 (). If so, then on a separate page, please furnish the following information.

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

Signature of Petitioner/Owner:

Larry Jackson 6-16-20 _____
OWNER DATE PETITIONER DATE

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: Y21-8-026

AGENCY NAME: Walker County

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

- MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

- ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT TELEPHONE NUMBER: _____

AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED OFFICIAL SIGNATURE: _____

- CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED OFFICIAL SIGNATURE: _____

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

AGGRANTEE: Walker County Commission

IMPLEMENTING AGENCY: Walker County	FEDERAL FUNDS: \$ 142,843
PROJECT NAME: Juvenile Justice Incentive Grant	MATCHING FUNDS: \$ 0
AGGRANT NUMBER: Y21-8-026	TOTAL FUNDS: \$ 142,843
	GRANT PERIOD: 07/01/20-06/30/21

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

Steven Hatfield

Jay Neal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official Date

Date Executed: 07/01/20

Typed Name & Title of Authorized Official

58-6000901-001

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/20	9		**	Y21-8-026
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Juvenile Justice Incentive Grant	624.41	\$ 142,843

CRIMINAL JUSTICE COORDINATING COUNCIL

SPECIAL CONDITIONS

SUBGRANTEE: Walker County Commission
PROJECT NAME: Juvenile Justice Incentive Grant
SUBGRANT NUMBER: Y21-8-026
SUBGRANT AWARD: \$142,843

1. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities, that recipients have in providing language services to LEP individuals; please see the website at <http://lep.gov>.

Initials _____

2. The subgrantee agrees to comply with the Equal Treatment Regulation (28 C.F.R. part 38) which prohibits recipients from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion.

Initials _____

3. In accordance with Federal regulations, your organization must comply with the following Equal Employment Opportunity Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees, but excluding political appointees), then it has to prepare an EEOP and submit it to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice for review within 60 days from the date of this award. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization must prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at:
<http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR within 60 days from the date of this award. The Certification Form can be found at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

The subgrantee acknowledges that failure to submit an acceptable EEO (if the subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. The subgrantee must maintain proof of compliance with the above requirements and be able to provide such proof to CJCC upon request.

Initials _____

4. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.

Initials _____

5. The subgrantee agrees to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).

Initials _____

6. The subgrantee agrees to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).

Initials _____

7. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the Criminal Justice Coordinating Council encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials _____

8. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its

grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials _____

9. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials _____

10. The subgrantee must submit subsequent requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials _____

11. All project costs not exclusively related to this approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials _____

12. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 30 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials _____

13. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the Criminal Justice Coordinating Council during and subsequent to the award period.

Initials _____

14. The subgrantee agrees that consultant/contractor fees in excess of \$450.00 per eight hour day (\$56.25 per hour) must have prior approval from the Office of Justice Programs and the Criminal Justice Coordinating Council.

Initials _____

15. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. The subgrantee further understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

Initials _____

16. The Criminal Justice Coordinating Council will conduct a financial and programmatic review of each grant at the end of the second quarter, and each quarter thereafter. The Council reserves the right to add any conditions to

the award and/or retain any unused funds if deemed necessary.

Initials _____

17. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

18. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials _____

19. The subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website.

Initials _____

20. The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Initials _____

21. The subgrantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Initials _____

22. All courts must use the Department of Juvenile Justice (DJJ) Detention Assessment Instrument (DAI) for any youth considered for detention, as required by the H.B. 242, as passed in the 2013 legislative session of the Georgia General Assembly. The Predisposition Risk Assessment (PDRA) Instrument should also be used in all instances where the tool is appropriate for the youth being considered for the evidence-based program (in any instances in which the youth is adjudicated). The PDRA score should be entered into the Juvenile Tracking System (JTS), or Juvenile Data Exchange (JDEX) when available. Only youth with a moderate to high PDRA score are eligible for Incentive Grant programming.

Initials _____

23. All grant funds must be used to serve youth who have come into contact with the juvenile justice system and would not be considered dependency cases. All youth served by the grant must have a new delinquent charge. No CHINS cases should be served.

Initials _____

24. The grantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Juvenile Justice Funding Committee. The project budget and the project summary will not be established, or officially approved, until the grantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials _____

25. The grantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials _____

26. The grantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials _____

27. This is a reimbursement grant. The grantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the grantee at the time of award. Subgrant Expenditure Reports are due 30 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials _____

28. The grantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials _____

29. Statistical and/or evaluation data describing project performance must be submitted to The Carl Vinson Institute of Government and the Department of Juvenile Justice through monthly surveys and quarterly reports using the prescribed format provided to the grantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this grant and/or any other grant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials _____

30. The grantee agrees to comply with the guidance contained in the 2017 Juvenile Justice Incentive Grant Program Request for Proposals.

Initials _____

31. At minimum, 70% of awarded funds must be used for Evidence-Based Program costs associated with contract and direct services. No more than 30% of awarded grant funds can be used for administrative costs. Any requests to have funds allocated in a manner that does not comply with the 70/30 rule must be justified in a written statement and submitted to the Criminal Justice Coordinating Council with an adjustment request. The adjustment request and justification will be forwarded to the Juvenile Justice Funding Committee for consideration on a case-by-case basis.

Initials _____

32. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the Juvenile Justice Funding Committee.

Initials _____

33. Waivers for the above 25% or 50% expenditure requirement will be granted at the discretion of the Juvenile Justice Funding Committee. No waivers will be available for the 75% requirement.

Initials _____

34. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the Juvenile Justice Funding Committee that the award be rescinded.

Initials _____

35. The subgrantee and juvenile court permit access by the Criminal Justice Coordinating Council or Juvenile Justice Incentive Grant Funding Committee or designated entity to delinquency case information collected, managed, and stored in its JCATS or JTS database.

Initials _____

36. The subgrantee certifies that any and all subagreements shall follow the reimbursement nature of the grant and shall not include any minimum to serve clause or fixed payment schedule. Payments issued to subcontractors shall be on a reimbursement basis and shall not be processed prior to the rendering of _____ services. All subagreements relating to this grant shall be submitted to CJCC prior to the approval and reimbursement of any Subgrant Expenditure Reports (SERs).

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed name of

Authorized Official: _____ Title : _____

Signature : _____ Date : _____

Attachment A-3 State of Georgia – Criminal Justice Coordinating
Council Juvenile Justice Incentive Grant Program
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on July 1, 2020, (hereinafter referred to as “effective date”) and ends on June 30, 2021, by and between John Burgess residing at 310 North Main Street, LaFayette, Georgia 30728, (hereinafter referred to as the “First Party”) and Walker County, Georgia residing at 101 South Duke St. Lafayette, Georgia 30728, (hereinafter referred to as the “Second Party”) for the purpose of establishing and achieving various goals and objective relating to the partnership. The First Party and Second Party are collectively referred to herein as the as the “Parties.” “Partnership” as used herein shall mean the cooperation between the Parties to accomplish the goals and objectives of this Memorandum.

WHEREAS, the Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth herein;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that the Parties agree shall be necessary to complete this partnership;

MISSION

The partnership has been established with the following intended mission in mind:

The proposed programs will provide intensive juvenile justice case management and behavioral health intervention and support, as well as integration into a well-planned and coordinated system of care within the local community to foster positive relationships between the youth, their families, and their communities and to reduce and/or prevent recidivism.

The Thinking for a Change model will provide cognitive behavioral therapy featuring three key components including teaching social skills, cognitive self-change, and problem solving skills.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract, which may be related to the partnership.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the intent of the Parties that this document should not and thus shall neither establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services.

SERVICES COOPERATION

John Burgess shall render and provide the following services that include, but are not limited to: John Burgess will provide mentoring and advocacy services to youth and families participating in the Connections grant, and serve as a family assistance specialist to those in the Connections grant. John Burgess will also co-facilitate the Thinking for a Change program.

Walker County Georgia shall render and provide the following services that include, but are not limited to:

Walker County shall pay John Burgess \$27.03 per hour. No benefits will be provided.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the partnership through grants or business loan applications, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period from the effective date until June 30, 2021 and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 90 days advance written notice, except where cause for cancellation includes a material and significant breach of any of the provisions contained herein, whereupon it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or

otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address of the party receiving the communication set forth in the opening paragraph or to such address as either party may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Georgia.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision, this Memorandum would become valid and enforceable, then the parties intend that provision to be so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party. The parties agree to act in good faith with regard to assignment of responsibilities.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Memorandum desire or intend that any future contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MEMORANDUM SUMMARIZATION

FURTHERMORE, the Parties to this Memorandum have mutually acknowledged and agreed to the following:

- - The Parties to this Memorandum shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of the partnership.
- - It is not the intent of this Memorandum to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- - The Parties to this Memorandum shall mutually contribute and take part in any and all phases of the planning and development of the partnership, to the fullest extent possible.
- - It is not the intent or purpose of this Memorandum to create any rights, benefits and/or fiduciary responsibilities by or between the parties.
- - The Memorandum shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.

- - Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Georgia governing laws, regulations and/or procedures.
- - In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this Memorandum provide such right or authority.
- - The Parties to this Memorandum have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- - Upon the signing of this Memorandum by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum.

This Memorandum shall be signed by John Burgess and Walker County Georgia and shall be effective as of the date first written above.

(First Party Signature)
John Burgess

(Date)

(Second Party Signature)
Walker County Georgia

(Date)

Attachment A-3 State of Georgia – Criminal Justice Coordinating
Council Juvenile Justice Incentive Grant Program
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “Memorandum”) is entered into on July 1, 2020, (hereinafter referred to as “effective date”) and ends on June 30, 2021, by and between Dodd C. Worley residing at 572 Bicentennial Trail, Rock Spring, Georgia 30739, (hereinafter referred to as the “First Party”) and Walker County, Georgia residing at 101 South Duke St. Lafayette, Georgia 30728, (hereinafter referred to as the “Second Party”) for the purpose of establishing and achieving various goals and objective relating to the partnership. The First Party and Second Party are collectively referred to herein as the as the “Parties.” “Partnership” as used herein shall mean the cooperation between the Parties to accomplish the goals and objectives of this Memorandum.

WHEREAS, the Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth herein;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that the Parties agree shall be necessary to complete this partnership;

MISSION

The partnership has been established with the following intended mission in mind:

The proposed programs will provide intensive juvenile justice case management and behavioral health intervention and support, as well as integration into a well-planned and coordinated system of care within the local community to foster positive relationships between the youth, their families, and their communities and to reduce and/or prevent recidivism.

The Thinking for a Change model will provide cognitive behavioral therapy featuring three key components including teaching social skills, cognitive self-change, and problem solving skills.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract, which may be related to the partnership.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the intent of the Parties that this document should not and thus shall neither establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the partnership through means of the following individual services.

SERVICES COOPERATION

Dodd C. Worley shall render and provide the following services that include, but are not limited to:

Provide oversight, direction, marketing, outreach, and administrative duties such as outcome data collection and reporting. Provide program eligibility determination; assist program participants in navigating the mental health system and in identifying formal and informal supports; assemble youth and family teams, as well as schedule and facilitate ongoing team meetings; help determine needs and resources; monitor the implementation of the teams' plans; make collateral contacts; coordinate with system of care partners in order to meet the individualized needs of participants; provide direction to multiple staff covering four (4) counties, including training, mentoring, and support; co-facilitate the Thinking for a Change program as needed.

Walker County Georgia shall render and provide the following services that include, but are not limited to:

Walker County shall reimburse Dodd C. Worley for aforementioned services at a rate of \$27.03 per hour. No benefits will be provided.

Walker County shall reimburse Dodd C. Worley for mileage at the state approved rate (currently .55 cents per mile)

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the partnership through grants or business loan applications, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period from the effective date until June 30, 2021, and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 90 days advance written notice, except where cause for cancellation includes a material and significant breach of any of the provisions contained herein, whereupon it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address of the party receiving the communication set forth in the opening paragraph or to such address as either party may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Georgia.

SEVERABILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision, this Memorandum would become valid and enforceable, then the parties intend that provision to be so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party. The parties agree to act in good faith with regard to assignment of responsibilities.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Memorandum desire or intend that any future contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MEMORANDUM SUMMARIZATION

FURTHERMORE, the Parties to this Memorandum have mutually acknowledged and agreed to the following:

- - The Parties to this Memorandum shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of the partnership.
- - It is not the intent of this Memorandum to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- - The Parties to this Memorandum shall mutually contribute and take part in any and all phases of the planning and development of the partnership, to the fullest extent possible.
- - It is not the intent or purpose of this Memorandum to create any rights, benefits and/or fiduciary responsibilities by or between the parties.
- - The Memorandum shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.
- - Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Georgia governing laws, regulations and/or procedures.
- - In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this Memorandum provide such right or authority.

- - The Parties to this Memorandum have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- - Upon the signing of this Memorandum by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum.

This Memorandum shall be signed by Dodd C. Worley and Walker County Georgia and shall be effective as of the date first written above.

(First Party Signature) (Date)
Dodd C. Worley

(Second Party Signature) (Date)
Walker County Georgia