

## 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 August 27, 2020
- Time:** Immediately following the Public Hearing beginning at 6:00 PM
- Call to Order:** Commissioner Whitfield will call the meeting to order
- Invocation:** Given by Commissioner Shannon Whitfield
- Pledge:** United States Flag followed by Georgia Flag

#### Open of the Regular Meeting

- Minutes:** Approval of the minutes from the Regular Scheduled Commissioner's Meeting that was held on August 13, 2020

#### New Business:

- I. Resolution R-021-20, A Resolution To Accept CARES Act Grant Funds
- II. Resolution R-022-20, A Resolution to Accept a Local Maintenance & Improvement Grant (LMIG) to Assist with Landslide Repairs on Nick-A-Jack Road
- III. Resolution R-023-20, A Resolution to Appoint a Code Official and a Deputy Code Official
- IV. Purchase Order 2020-00001486 Capital – Vehicles – 2020 Ford F-150 4x4 Pickup SuperCab

- 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, September 10, 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**  
**August 13, 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 6:00 PM on August 13, 2020.

**II. Attendees:**

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

**III. New Business**

1. Commissioner Whitfield welcomed everyone for attending. He asked if anyone had any comments or questions concerning the minutes for our Public Hearing on July 23 and our Regular Scheduled Meeting on July 23, 2020, hearing none the minutes were approved.
2. Commissioner Whitfield read Resolution R-018-20 to Set Walker County's Millage Rate at 9.287 mills in the unincorporated areas and 13.275 in the incorporated areas for Maintenance and Operation. He explained the first action item under new business is this to set the Walker County millage rate at 9.287 mills in the unincorporated area in 13.27 mills in the incorporated area for the maintenance and operation of the County. There is a sheet in the packet and this gives a very, very good illustration of why the unincorporated net rate is different from the incorporated rate. This question is very common each year, and that's due to the insurance tax credit, roll back all the counties and all the cities in Georgia each get a tax credit each year that is utilized to roll back property taxes. And it's basically like a franchise fee that insurance companies pay off of insurance premiums for property that they insure in the state. So it's reported to the state and the state takes and

dispersed that back out to the appropriate jurisdictions. So that number changes every year, depending on how much that credit is. So you'll see that the gross amount is the same, the gross millage rates, the same in both the unincorporated and incorporated both of 16.157 mills. Then you have the insurance roll back and then you have your sales tax roll back. So the more sales tax is generated in the County and the cities combined each year. Then you roll that back from your property taxes. And so you see that number is the same for both jurisdictions. It's a 2.8 to 2.882. So that makes your net on your unincorporated 9.287 and the incorporated of 13.275. So this is actually a slot reduction over the year of the requirement. As you present a tax digest in the newspaper and you see the actual net millage rate is slightly rolled back in each jurisdiction. If I had my total preference in many other commissioners across the state, feel the same way we wish we could just say, we're not going to touch it. We're just going to leave it alone. If we don't need to raise taxes or lower taxes, but this is quite complicated formula to arrive at these millage rate numbers, it is virtually impossible to keep numbers identical on both of those. So it's a little bit of a moving target each year. It's not like a sales tax rate or a state income tax rate where you can set a rate and just leave it alone every year. This has to come back up and be dealt with. So it's quite frustrating each year because we had no need to raise taxes. Didn't want to raise nor lower taxes. We want to leave it alone. It was impossible to do. And the first year I did this, I called several other counties because I thought we got to be missing something. There's, got to be a way to do this, and it's just not possible. So are there any questions on this? We did the advertisement that's required in the paper. We have Terry witnesses, our Chief Assessor here tonight and also Mrs. Carolyn Walker, our Tax Commissioner. So they come at this time every year and make sure there are not any questions or issues, and then get copies of the signed documents as well. Okay. So we'll go ahead and sign this into the record.

3. Commissioner Whitfield read Resolution R-019-20 to Adopt a Moratorium on the Acceptance of Permit Applications Relating to Residential use of Cargo Container Homes and Tiny Houses. He explained to everyone in attendance that there's quite a bit of question in the industry about the best practice for manufacturing of tiny homes. There are concerns with safety and primarily if these are built and inspected on site by your local code enforcement officers. So the proper structure and integrity from the plumbing, the electrical, and all, it can be looked at versus if someone's building one of these and tailoring it into a community where there's not been any known inspection or acknowledgement of what may have taken place, or when you have a manufactured mobile home, those have guidelines, regulations, they have serial numbers on them. They're manufactured in a controlled environment and they meet federal guidelines and standards. So the

ordinances and all that we have in place now, when those were put in back in the seventies, and they'd been amended sometime about the eighties, you didn't have people that had a desire to have a structure less than 500 feet. And to my knowledge, you probably didn't have people trying to make residential homes out of cargo containers that have been shipped all over the world. And one of the concerns too, that's been brought to our attention with cargo containers is that they seem to work well with the further west you get, because it's a dry climate that here in the Southeast, where we have a tremendous amount of humidity, there's been a lot of reported issues of mold and mildew build up in these. And so we want our planning and zoning committee and also take additional public comment that people can submit to the Planning and Zoning and let the team of 12 of our Planning and Zoning members make a recommendation to the Commissioner's Office of what modern regulations and requirements need to be put in place for the health, safety and welfare of the citizens. So this just gives an opportunity to get that action in place as quickly as possible so we can have a safe, healthy community. Any questions on this? A citizen didn't provide his name stated just looking back, wasn't there something put in place about two years ago? I guess my encouragement would be to actually put something in place rather than just putting a moratorium and writing down. Commissioner Whitfield stated, "We're asking the Planning and Zoning Commission to take this very seriously and try to get, get this back to us quickly because we have activity, you know, people asking and inquiring about this and they want to do the right thing and they just want to us to be able to tell them what those guidelines are and at this point there's nothing. Another citizen didn't state their name stated," It's been a couple of years since we put that moratorium, where are we in our study? It falls in line with the international residential code, which we've adopted here in Walker County that addresses special addendums to times. I'm just kind of curious as to how far along we are or do we need, do we need to pass along some information? Home information would be very helpful to the committee that's working on this. Commissioner Whitfield stated, "That's what's to be determined, from a zoning aspect, those need to go in a particular zoning and not other types of zoning would be affected. Your cities are going to regulate within the incorporated area so this would actually just be the unincorporated." Another citizen that didn't introduce themselves asked, "So there's just not anything that gives the planning office guidelines, Correct?" Commissioner Whitfield replied, "Yes, the initial moratorium was two years ago. I've not received any recommendations yet so we're pushing this back to the planning commission, asking them to get this done and bring back their recommendations. I know they have done a lot of digging and research, but they've not taken any action. And we're asking them to take action on this." Another concerned citizen stated, "The line that says storage

use of cargo containers, and manufactured homes. I understand we're talking about the use of these homes. Are you saying how does this affect people that want to use these cargo for storage or the Amish built storage buildings? Is there a moratorium now for people getting those put on their property? Commissioner Whitfield answered, "Yes, just for storage and yes, in residential zone. Since they have to go through a permitting process, this is just putting a moratorium on the permitting process for, for structures being added. If it's a less than 500 square foot living residence or any type of building." The citizen stated, "It just seems a little harsh when several people can't even go and buy a 12 by 12 metal building and put it on there, that's a different application. I understand what you're saying about the cargo, but it also seems to me unless I'm reading it wrong the Amish built wood buildings that you can buy down on Hwy 27 or Rossville are still supposed to be permitted. So you're still allowed to get one of those for your property for storage. Mark Askew commented, "We have one thing I wanted to ask when addressing this with the planning commission, tiny houses and cargo container homes are two totally different things, correct so let's separate those when we're talking about it and when we're researching this happens when comparing apples to oranges and this moratorium is putting them both together. If we're lumping those together and they're really two separate items. So you know I would ask you this, you instruct the acquainted commission to look into it for future reference, that we might try to separate those two better to make it easier for everyone who doesn't understand. Commissioner Whitfield agreed, yes, you're right, it needs to be. Another Citizen didn't state his name stated, "I forget exactly what it says, but if you buy a container trailer, is that something you want to be inspected to make sure that it's, safe to be deemed and put on some residential area, because like you said, to come from all parts of the world and stuff who knows what we can bring into the community?" Commissioner Whitfield stated, "That's one of the concerns because a lot of these are sitting in ports in third world countries and they're bringing them in and there's some risk and that's why we want to make sure before we start affecting the public health and people living in these and finding out, that they're in a bad situation. So it's really to protect the public's it's not that we're against it. We just want to make sure long-term we've got the best practices.

4. Commissioner Whitfield reviewed the Monthly Stats for July

**IV. Adjournment:** The Regular Scheduled meeting was adjourned at 6:22 PM

**VIII. Public Comment**

{Audio Recording of Regular Scheduled meeting and comments are on file in Commissioner's Office – 20-08-13}

**IX. Commissioner Comments**

{Audio Recording of Regular Scheduled meeting comments are on file in Commissioner's Office – 20-08-13}

Minutes approved by:

\_\_\_\_\_  
Shannon K. Whitfield  
Sole Commissioner  
Walker County Georgia

\_\_\_\_\_  
Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden



**RESOLUTION R-021-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO  
ACCEPT CARES ACT GRANT FUNDS**

**WHEREAS**, the Sole Commissioner of Walker County is the governing authority for Walker County, Georgia; and

**WHEREAS**, the Sole Commissioner desires to accept grant funds available under the Coronavirus Relief Fund created by the CARES ACT to be used for authorized expenses related to the COVID-19 pandemic; and

**WHEREAS**, the State of Georgia has required the County enter into a Grant Agreement setting forth the terms and conditions applicable to the payments to be distributed to the County, which terms are in addition to all federal laws and regulations;

**NOW, THEREFORE BE IT RESOLVED** that the Sole Commissioner of Walker County hereby approves the acceptance of said grant funds and the executive and delivery of said Grant Agreement and acceptance of the payments, including all understandings and assurances contained herein.

**SO RESOLVED AND ADOPTED** this 27<sup>th</sup> day of August, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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REBECCA WOODEN, County Clerk

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SHANNON K. WHITFIELD, Sole Commissioner

CORONAVIRUS RELIEF FUND (CRF)  
TERMS AND CONDITIONS



## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of a grant to Grantee, a local unit of government, from the Coronavirus Relief Fund (CRF) established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaCARES, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“CARES Act”** means the federal Coronavirus Aid, Relief, and Economic Security Act of 2020.
2. **“Coronavirus Relief Fund”** or **“CRF”** means the fund established within Section 601 of the Social Security Act, as added by Section 5001 of the CARES Act.
3. **“GeorgiaCARES”** means the grant management system administered by OPB to facilitate distribution of Coronavirus Relief Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant to the Grantee from the Coronavirus Relief Fund.
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the Coronavirus Relief Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned local unit of government.
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

1.2 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

### 1.3 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. As required by law, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the Grantee's governing body, authorizing the execution of this Grant Agreement and the acceptance of payments, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the Grantee organization to act in connection with the Grant application and to provide such additional information as may be required.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

### 1.4 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB.

### 1.5 Performance Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The performance period for this Grant is from acceptance of this Grant Agreement to the liquidation date or December 30, 2020, whichever is earlier. All expenditures must be incurred and all services must be received within the performance period. The state will not be obligated to reimburse expenses incurred after the performance period and the Grantee shall return to OPB all funds received and not expended by the Grantee and approved by OPB on or before the performance period end date. A cost is incurred when the responsible unit of government has expended funds to cover the cost. The liquidation date for the Grant is predetermined by the State, see Section 6.7 for details.

### 1.6 General Responsibility

Per the CARES Act, CRF Grant funds may only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or Grantee; and
3. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of

Grant funds. The Grantee certifies compliance with this additional guidance by executing this Grant Agreement. Further explanation and examples can be found on Treasury's website at the following link: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. Recipients of CRF Grant funds must also adhere to any applicable state statutes, rules, or regulations as applicable in the expenditure of these funds. In the event that one or more provisions of said applicable state statutes, rules, or regulations shall conflict with the applicable federal laws, rules, or regulations, the federal law, rule, or regulation shall control, however, in the event that the state statute, rule, or regulation is more restrictive it shall control.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement, including the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit C, which is attached hereto and incorporated for all purposes.

The Grantee is responsible for the integrity of the fiscal and programmatic management of the Grant project; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will maintain an appropriate Grant administration system to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations, including the reporting requirements outlined at <https://home.treasury.gov/system/files/136/IG-Coronavirus-Relief-Fund-Recipient-Reporting-Record-Keeping-Requirements.pdf>.

#### 1.7 Amendments and Changes to the Grant Agreement

The state may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant project, adding funds to previously un-awarded cost items or categories, changing funds in any awarded cost items or category, de-obligating awarded funds or changing Grant officials. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to period of performance or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaCARES.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for initial payment and reimbursement as provided in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaCARES. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and

shall become a part hereof as of the effective date of the rule, regulation or law.

#### 1.8 Jurisdictional Cooperation

If the Grantee is a municipality, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to the county within which it exists or if Grantee is a county, it may yield any portion of the payments it is eligible to receive pursuant to this Grant Agreement to a municipality within its geographical boundaries for eligible expenses. This may be accomplished in one of the following two ways:

1. By a Grant amendment, made by the state as described in Section 1.7, whereby funds are de-obligated from the Grantee and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award; or
2. Upon written approval from the State and documentation of such approval in GeorgiaCARES, the Grantee may use funds pursuant to this Grant Agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the Coronavirus Disease 2019 (COVID-19) public health emergency. The Grantee is responsible for ensuring subcontractor eligibility, ensuring expenditures are appropriate, reporting expenditures in GeorgiaCARES and maintaining all required documentation.

#### 1.9 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

#### 1.10 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a notice of award, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring its jurisdiction into compliance with the terms of this Grant Agreement.

If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund payments or reimbursements in a manner and timeframe as determined by OPB;

3. Requiring the Grantee to return or offset previous payments or reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous payments or reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;
7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved;
8. Reducing the Grant award maximum liability of the state; or
9. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

#### 1.11 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently

determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

#### 1.12 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

#### 1.13 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General<sup>1</sup> and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

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<sup>1</sup> See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

#### 1.14 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the disbursed Grant funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination, and any allowable costs determined by the State in its sole discretion to be reasonable and necessary to cost-effectively wind down the Grant. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

#### 1.15 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by



operation of law.

#### 1.16 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 1.17 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

#### 1.18 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

#### 1.19 System for Award Management (SAM) Requirements

The Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with 2 C.F.R. § 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986)

and Exec. Order 12689, 3 C.F.R. 235 (1989) that requires “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Exec. Order 12549, 3 C.F.R. 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224, 3 C.F.R § 2001 Comp. p. 49077.

1.20 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.21 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee: Allocation for Wa

Street Address

101 South Duke Street, P.O. Box 155

City

State

Zipcode

LaFayette

GA

30728

If to OPB: Governor’s Office of Planning and Budget

2 Capitol Square SW

Atlanta, Georgia 30334

[cares@opb.georgia.gov](mailto:cares@opb.georgia.gov)

1.22 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages

caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

To the extent that the (1) Georgia State of Emergency relating to unlawful assemblage and violence, and (2) the Georgia Public Health States of Emergency relating to COVID-19, become more severe and lead to the impossibility to perform any obligation under this Grant Agreement, then riots and pandemic may be asserted as force majeure events.

### 1.23 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

## 3. Warranties

### 2.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

### 2.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

### 2.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 2.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 2.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### 2.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### 2.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantee is subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### 2.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

## 2.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

## 2.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the expenditure of Grant funds in GeorgiaCARES. Financial documentation to support payment(s) shall be submitted in GeorgiaCARES no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement. Financial documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date, as provided in Section 6.7, or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

# 4. Property and Procurement Requirements

## 3.1 Property Management and Inventory

The Grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by the State. The Grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under the grant.

The Grantee must account for any real and personal property acquired with grant funds or received from the federal government in accordance with 2 C.F.R. § 200.310 through 200.316 and 200.329. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the State upon request, if applicable.

When original or replacement equipment acquired under this award by the Grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or the State, the Grantee must make proper disposition of the equipment pursuant to 2 C.F.R. § 200.

The Grantee will maintain specified equipment management and inventory procedures for equipment, including replacement equipment, whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures

include, but are not limited to:

1. The Grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and accepted documentation and shall be available to the State at all times upon request.
2. The Grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
3. The Grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

### 3.2 Procurement Practices and Policies

The Grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations.

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

### 3.3 Contract Provisions Under Federal Awards

All contracts made by the Grantee under a federal award must contain the provisions outlined in 2 C.F.R. § 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and 79 F.R. 75871 “Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

## **5. Audit and Records Requirements**

### 4.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs and performances related to this Grant Agreement.

### 4.2 Single Audit Requirements

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

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

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

#### 4.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this grant agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant funds being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

#### 4.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the state under this grant agreement. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the

completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with grant funds must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

## 6. Prohibited and Regulated Activities and Expenditures

### 5.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department<sup>2</sup>:

1. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 4.1 all records and expenditures are subject to review.
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

### 5.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying

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<sup>2</sup> See <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.



or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient.

## **7. Financial Requirements**

### 6.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the CARES Act, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are residentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 6.6.

Part One: Once a Grantee executes this Grant Agreement, the Grantee will be eligible to immediately request 30% of the total amount initially available to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. Grantee must submit documentation to OPB through the GeorgiaCARES portal to support the drawdown of the advance amount provided in Section 7 of this Grant Agreement. All documentation for Part One expenditures must be submitted to OPB as soon as practical and without unreasonable delay, but in no case later than the grant liquidation date of September, 1, 2020 as provided by Section 6.7 of this Agreement.

Part Two: After a Grantee has submitted all Part One documentation in GeorgiaCARES and such

documentation has been approved and accepted, the Grantee will be authorized to submit requests for reimbursement against the remaining 70% of the allocation available , up to the total amount provided by Section 8 of the Grant Agreement, to the Grantee specified in GeorgiaCARES pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaCARES prior to reimbursement, no request for reimbursement shall be accepted later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

The State may provide additional funds to Grantee beyond the total amount initially available to Grantee in Part One and Part Two above. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If sufficient progress is not made towards expenditure of advanced funds and/or the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

## 6.2 Interest Bearing Accounts

The Treasury guidance referenced in Section 1.6 states the following:

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

The Grantee shall record any and all interest accrued on Grant funds while Grantee is holding said Grant funds and shall report any such interest to OPB. The Grantee shall either provide documentation showing that said interest was used for allowable costs or remit all unused interest to OPB no later than the grant liquidation date of September 1, 2020 as provided by Section 6.7 of this Agreement.

## 6.3 Reporting

The Grantee must provide adequate support for the expenditure of grant funds in GeorgiaCARES. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support Part One payment(s) must be submitted in GeorgiaCARES on a monthly basis, no later than 15 days after the end of each month but can be submitted more often. Financial

documentation to support a request for reimbursement of expenditures must be submitted at the time of the request for reimbursement. Final financial documentation must be submitted in GeorgiaCARES on or before the grant liquidation date or the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

#### 6.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to the commencement or after the termination of this Grant Agreement. The Grantee will pay contractors, vendors, suppliers, etc.

#### 6.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: Coronavirus Relief Fund Payments.

#### 6.6 Recapture of Funds

The discretionary right of the State to terminate under Section 1.14 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

#### 6.7 Liquidation Period

The grant liquidation dates are as follows:

1. The grant liquidation date for the advanced 30% of the allocation is September 1, 2020.
2. The grant liquidation date for the remaining 70% reimbursable portion is September 1, 2020.

#### 6.8 Project Close Out

The State will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

The Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

### 8. Allocated Amount

Jurisdiction: Allocation for Walker County

Advance Amount: \$837,494.93

Total Amount: \$2,791,649.78

### 9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaCARES on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaCARES is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Shannon Whitfield  
Title: Sole Commissioner  
Email: commissioner@walkerga.us  
Phone Number: 706-638-1437

2. Authorized User Two (Optional)

Name: Becky Wooden  
Title: County Clerk  
Email: r.wooden@walkerga.us  
Phone Number: 706.638.1437

**[EXHIBITS AND SIGNATURE PAGE FOLLOW]**

**EXHIBIT A**  
**Grantee Assurances**

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments from the State of Georgia for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020), and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project(s) contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or

whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of

1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 , "Audits of States, Local Governments, and Non-Profit Organizations."
23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

## **EXHIBIT B**

### **Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

#### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and



(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

#### 4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By: Shannon Whitfield  
(Authorized Representative of Grantee)

Signature: Shannon K. Whitfield  
Shannon K. Whitfield | Jul 28, 2020 21:16 EDT

Title: Sole Comr

Date: Jul 28, 2020

**EXHIBIT C**  
**Cares Act Coronavirus Relief Fund Eligibility Certification**

I, Shannon Whitfield (Print Name), am the Sole Comrr (Title) of Allocation for Walker County (“County”/“Municipality”) and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State for federal funds appropriated pursuant to Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.

3. I acknowledge that pursuant to Section 4.4 of this Agreement, County/Municipality must keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that County/Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County/Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County/Municipality’s proposed uses of the funds provided as grant payments from the State by federal appropriation under Section 601 of the Social Security Act will be used only to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 14, 2020, as amended, with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
- c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

9. I acknowledge that County/Municipality is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

By: Shannon Whitfield  
(Authorized Representative of Grantee)

Signature: *Shannon K. Whitfield*  
Shannon K. Whitfield (Jul 28, 2020 11:15 EDT)

Title: Sole Comm

Date: Jul 28, 2020

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

SKW  
SKW

Exhibit A – Grantee Assurances

SKW  
SKW

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

SKW  
SKW

Exhibit C – CARES Act Coronavirus Relief Fund Eligibility Certification

**By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.**

By: Shannon Whitfield  
(Authorized Representative of Grantee)

Signature: Shannon K. Whitfield  
Shannon K. Whitfield (Jul 28, 2020 2:16 EDT)

Title: Sole Comr

Date: Jul 28, 2020

SIGNATURE PAGE






# GeorgiaCares Terms and Conditions

Final Audit Report

2020-07-29

Created:	2020-07-24
By:	GeorgiaCARES DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfQutnQRlvp-iw6oUEoNQbOQcXC51yuNb

## "GeorgiaCares Terms and Conditions" History

-  Document created by GeorgiaCARES DO NOT REPLY (grantcare\_mgr@opb.georgia.gov)  
2020-07-24 - 6:26:33 PM GMT- IP address: 52.243.144.87
-  Document emailed to Shannon K. Whitfield (commissioner@walkerga.us) for signature  
2020-07-24 - 6:26:39 PM GMT
-  Email viewed by Shannon K. Whitfield (commissioner@walkerga.us)  
2020-07-24 - 6:26:46 PM GMT- IP address: 66.249.88.3
-  Document e-signed by Shannon K. Whitfield (commissioner@walkerga.us)  
Signature Date: 2020-07-29 - 1:16:10 AM GMT - Time Source: server- IP address: 12.153.20.92
-  Signed document emailed to GeorgiaCARES DO NOT REPLY (grantcare\_mgr@opb.georgia.gov) and Shannon K. Whitfield (commissioner@walkerga.us)  
2020-07-29 - 1:16:10 AM GMT





**RESOLUTION R-022-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO  
ACCEPT A LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) TO ASSIST  
WITH LANDSLIDE REPAIRS ON NICK-A-JACK ROAD**

**WHEREAS**, the Sole Commissioner of Walker County is the governing authority for Walker County, Georgia; and

**WHEREAS**, the Georgia Department of Transportation (GDOT) has approved Walker County's request for funding assistance for the landslide repairs on Nick-A-Jack Road; and

**WHEREAS**, GDOT agrees to commit up to \$400,000 or 70% of the project cost, whichever is less; and

**WHEREAS**, Walker County has entered into an emergency contract with GeoStabilization International to perform stabilization work on Nick-A-Jack Road;

**NOW, THEREFORE BE IT RESOLVED** that the Sole Commissioner of Walker County hereby approves the acceptance of said grant funds and the execution and delivery of said Grant Agreement and acceptance of the payments, including all understandings and assurances contained herein.

**SO RESOLVED AND ADOPTED** this 27<sup>th</sup> day of August, 2020

**ATTEST:**

**WALKER COUNTY, GEORGIA**

\_\_\_\_\_  
REBECCA WOODEN, County Clerk

\_\_\_\_\_  
SHANNON K. WHITFIELD, Sole Commissioner



Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

August 13, 2020

The Honorable Shannon K. Whitfield, Sole Commissioner  
Walker County  
P.O. Box 445  
LaFayette, Georgia 30728

**RE: Funding Assistance for Nick-a-jack Road Landslide**

Dear Mr. Whitfield:

The Department has approved Walker County's request for funding assistance for **the landslide repairs on Nick-a-jack Road**. The Department will commit up to **\$400,000** or **70%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the County. Failure to begin the project before March 30, 2021 may result in the cancellation in funds.

In order to receive the funds, the County will need to submit the following items:

1. LMIG Application
2. Bid tabulations for the work

Please submit required information to the address below:

**Georgia Department of Transportation  
Office of Local Grants – 17th Floor  
One Georgia Center  
600 West Peachtree Street NW  
Atlanta, Georgia 30308**

If you have any questions, please feel free to contact me at (404) 347-0231 or at: [wwright@dot.ga.gov](mailto:wwright@dot.ga.gov)

Sincerely,

A handwritten signature in blue ink that reads 'WK Wright Sr.'.

Bill Wright  
Local Grants Administrator

cc: Grant Waldrop; Hon. Jerry Shearin; Hon. Jeff Mullis; Hon. Colton Moore; Hon. Steve Tarvin; Carla Ham



January 28, 2020

Shannon K. Whitfield  
Sole Commissioner  
101 South Duke Street  
Lafayette, GA 30728

Email: commissioner@walkerga.us  
Phone: 423-619-1912

Subject: Proposal for **Emergency Landslide Stabilization on Nick-A-Jack Road**  
Walker County, GA

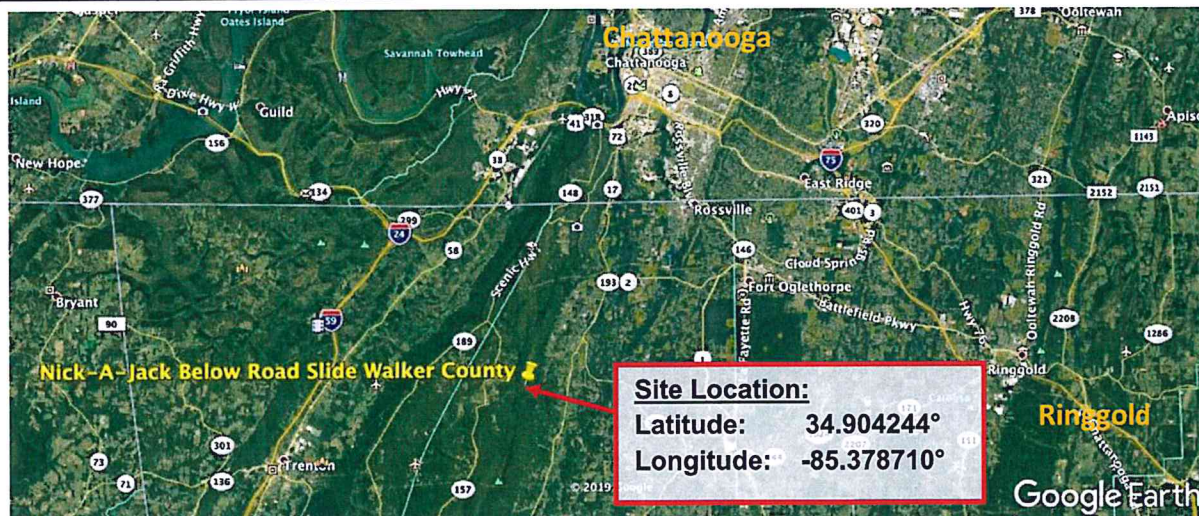
Dear Shannon Whitfield:

GeoStabilization International® (GSI®) is pleased to offer Walker County this proposal for the emergency stabilization and repair of Nick-A-Jack Road as shown in the location map below. This proposal is exclusively for Walker County, herein known as the "Owner", to consider. This proposal is based on the condition of the road and failed slope as of our January 6, 2020 site visit. If changes to field conditions have occurred, GSI reserves the right to modify this proposal to address current conditions, if different from conditions on January 6, 2020. We thank you for the opportunity to provide pricing for this work.

GSI's opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of GSI unless required to be produced pursuant by law. All concepts and procedures outlined in this proposal shall be considered the intellectual property of GSI.

Notwithstanding anything contained herein or in any document to the contrary, the below terms, conditions and exclusions of this Proposal, if accepted, shall apply, control and govern. The Parties agree that this GSI Proposal is a "Contract Document" and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern.

**Location Map: Nick-A-Jack Road – Walker County, GA**





**Photo 1:** Landslide extending from edge of pavement to toe of slope at private driveway

### **Project Overview**

GSI visited the Nick-A-Jack Road landslide site shown above on Monday, January 6, 2020. We understand initial signs of embankment distress became evident around December 15<sup>th</sup>, 2019 while initial embankment collapse at the edge of pavement occurred on December 31, 2019. The out-board lane adjacent to the landslide is currently closed to traffic while traffic control devices are set up to maintain two-way traffic utilizing only the in-board lane using automated traffic lights and traffic barrier.

GSI obtained photos and video of the failed condition during our site visit, and we were able to capture aerial photos for analysis and modeling purposes. Our site visit and the aerial photographs indicated a previous embankment failure adjacent and west of the current landslide. Additionally, the site visit as well as historical aerial photographs from Google Earth showed excavation that had been occurring at the toe of the slope where it ties to natural ground adjacent the private driveway below. This activity at the toe appears to have had a significant impact on the stability of the embankment and is ultimately a factor in the slope failure.



**Photo 2:** Previous slope failure to the west of the current landslide (recent landslide is to the right)



**Photo 3:** Toe of slope condition left and right of recent landslide

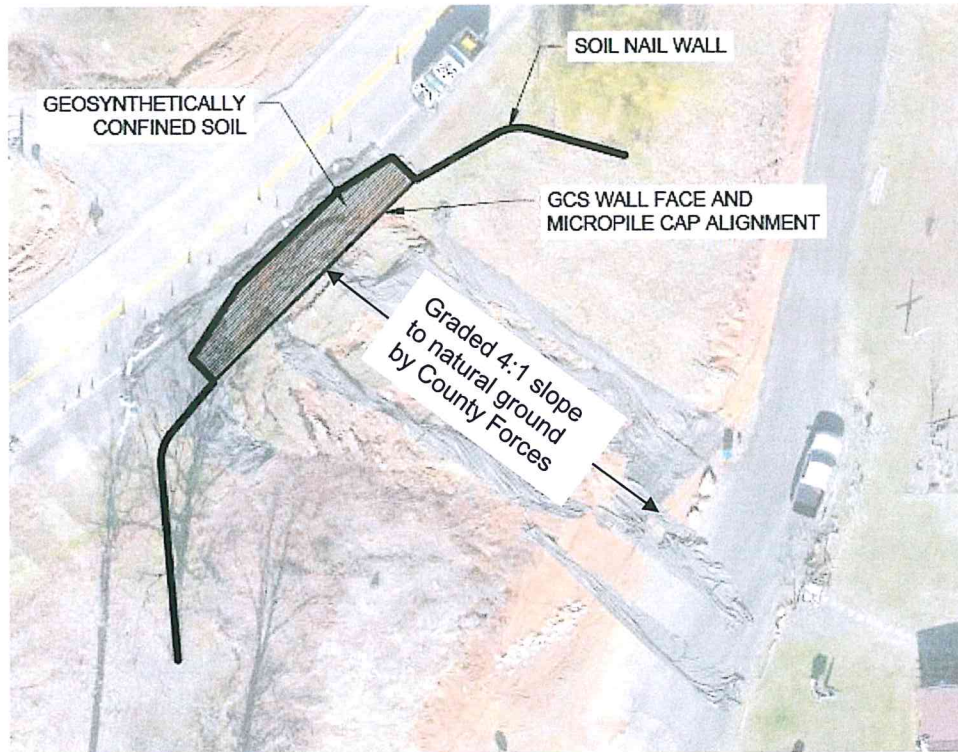
## **SCOPE OF WORK**

GSI's Scope of Work is to install drilled soil nails with a steel reinforced shotcrete face for approximately 188 Linear Feet (LF) x 15 Ft. maximum height. This length accommodates both the recent slope failure as well the previous adjacent failure and currently unstable area to the west as noted earlier. Within the 188 LF, construction shall include a 60 LF x 15 Ft maximum height Geosynthetically Confined Soil® (GCS®) wall in the primary failed area in order to restore the roadway/shoulder section (see Photo 4 & Figure 1 for proposed layout). Because of the vertical face of the proposed repair beyond the shoulder, guardrail and fencing is proposed in this area (see Photos 5 & 6).

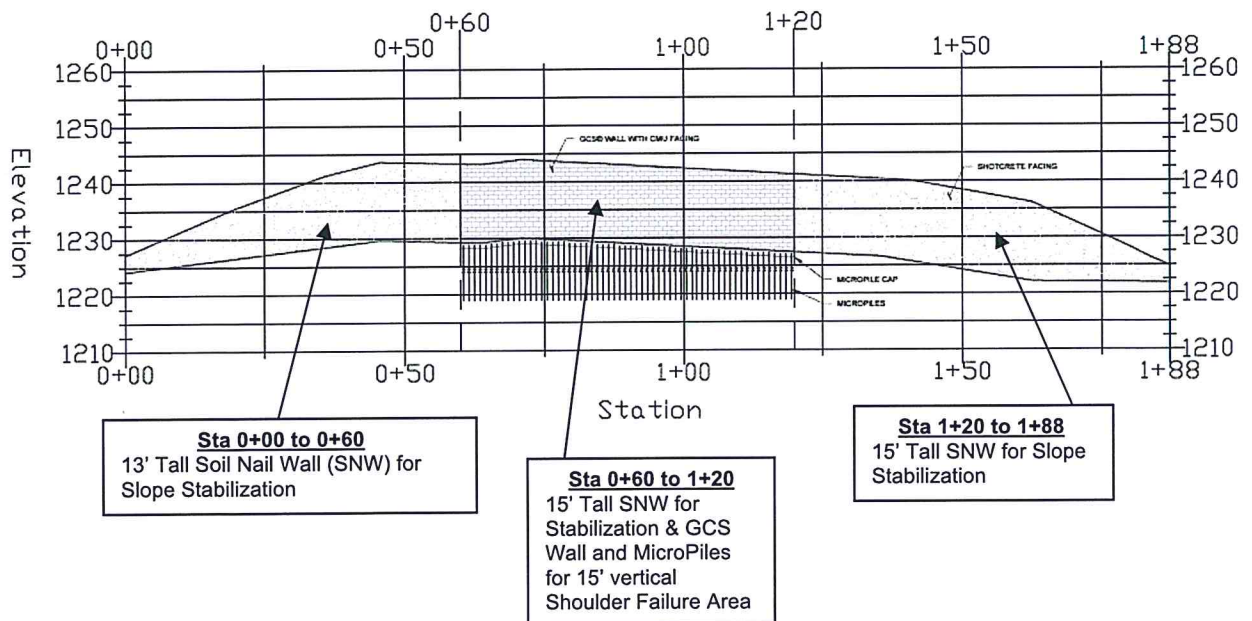
To reduce cost to the project, GSI's scope will accommodate the design and construction of the stabilization and rebuild of the shoulder while guiding and incorporating County Forces for all ancillary items (ie. excavation, guardrail and fencing, riprap, erosion control, etc.).

The items below summarize our approach and scope of work breakdown between GSI and County Forces:

- Maintain one lane of traffic and associated signage and work zone safety measures (by County Forces)
- Set up erosion control Best Management Practices (BMPs) prior to any equipment mobilization and excavation (by County Forces)
- Excavation and grading for below road ramp access and work platform benching (by County Forces). GSI to quantify excavation and haul off quantities
- Construct reinforced soil nail wall with 8" shotcrete face (GSI)
- Install additional drilled, horizontal drains at the base of soil nail wall (GSI)
- Construct GCS® Wall sitting atop an array of micropiles (GSI)
- Ensure final grade of lower bench is graded for positive drainage away from the soil nail wall (by County Forces)
- Install geotextile and rip rap below soil nail wall and at toe of slope, as directed by GSI and shown in submittal drawings (by County Forces)
- Install Turf Reinforcement Mat (TRM) and seed remaining portion of graded slope (by County Forces)
- Install Guardrail and Safety Fence as shown in submittal packet (by County Forces)



**Photo 4:** Plan View showing proposed wall layout



**Figure 1:** Wall Envelope for Proposed Soil Nail and Geosynthetically Confined Soil Walls



**Photo 5: Similar Pickens County GA project with Soil Nail and GSC Walls**



**Photo 6: Finished photos of similar Pickens County GA project showing guardrail and safety fence**

## PROJECT CONDITIONS

GSI's scope of work includes shop drawings, labor, equipment, and materials to stabilize the existing roadway platform and to rebuild the roadway shoulder pursuant to the following conditions:

- a. If the stabilization height exceeds the max height discussed herein then the cost per SF may increase. There will be no credit for under runs.
- b. Provide final design package sealed by a Professional Engineer Registered in the state of Georgia
- c. This design is based on an **8-inch** nominal shotcrete thickness. GSI will stabilize the excavated face provided. If additional shotcrete is required beyond neat line plus **30%**. GSI will charge at the unit rate. This could include over excavation, sloughing, debris, large rocks, request for a more uniform face, and other conditions.
- d. The initial mobilization includes labor, equipment and material capable of installing the soil nail and GCS wall systems. If GSI is required to leave the site as a sole result of improper actions or inactions by Walker County or its employees, the cost is **\$15,000** for each demobilization/remobilization. Work shall be available to GSI prior to GSI mobilizing to the site.
- e. If the stabilization height exceeds the max height of up to **15'** then the cost per SF may increase. There will be no credit for under runs.
- f. GSI will stabilize the excavated face provided. Additional shotcrete required by the Contactor and/or Owner beyond neat line plus 30% will be charged at the unit rate. This could include over excavation, sloughing, debris, large rocks, request for a more uniform face and other conditions.
- g. Grout volumes for soil nails are based on the theoretical volume of the drilled hole plus 50% additional grout volumes for seepage into minor voids and fissures. Grout volumes over 1.5 times the theoretical volume of the drilled hole, at each soil nail location, will be charged at the rate of \$33.50 per cubic foot (CF).
- h. Standby time of up to \$950 per work hour (maximum of \$5,700 per workday) may be charged for delays that are the sole result of improper actions or inactions by Walker County or its employees.

**Cost Table – Emergency Embankment Stabilization and Repair – Nick-A-Jack Road**

Item	Description	Qty	UM	Unit Price	Total Price
1	Mobilization, Design, Preconstruction Expenses	1	LS	\$ 18,200	\$ 18,200
2	Drilled and Grouted Soil Nails (up to 30Ft Long). Includes drilled horizontal drains at base of wall	4,440	LF	\$ 34.40	\$ 152,736
3	Steel Reinforced Shotcrete Face (8" Thick – rough gun finish)	2,275	LF	\$ 37.60	\$ 85,540
4	Geosynthetically Confined Soil (GCS) Wall for primary road reclamation to required typical section	850	SF	\$ 49.30	\$ 41,905
5	Micropiles and Reinforced Concrete Micropile Cap below GCS Wall.	1,200	LF	\$ 50.75	\$ 60,900
<b>Estimated Total:</b>					<b>\$ 359,281</b>

**Pricing Notes:**

1. GSI will notify the Owner immediately of any changing field conditions, slope movement, encountering of early and consistent competent rock, etc. for review and approval of any changes to the project approach outlined in this proposal.
2. If "Work by Others" or "by County Forces" understood by GSI and stated in this proposal is not achievable by County Forces or other existing contractual arrangements, GSI can modify the scope of this proposal as appropriate.
3. GCS® Wall pricing, Item 4, assumes the Owner will provide and place #57 stone for GSI to compact during the construction of the GCS wall. **The required import of #57 stone by the Owner will be approximately 335 CY.**

**WORK HOURS/SCHEDULE**

The project's duration is estimated to be **twenty five (25) working days**. All work is based on a work schedule of Monday through Saturday, 10 hours per day as weather and daylight permits. GSI's standard crew rotation is 10-days on and 4-days off. This is managed by GSI's Operations Manager and may vary for safety purposes based on hours and consecutive days worked. Subject to applicable provisions of this contract, GSI is to be paid a total of \$359,281 for the work set forth in the cost table, and not by the number of days or hours estimated to complete the work. For the Unit Rate pay items in the cost table, GSI shall be compensated only for work actually completed which could be less or more than the "Estimated Total" shown in the cost table.

Additional charges will be assessed if GSI is scheduled and required to work additional hours or shifts if additional work is due solely to the improper actions or inactions of Walker County or its employees. Owner is under a continuing duty to notify GSI in writing of any changes, delays or impacts to the schedule so the parties can mutually agree on all scheduling for the Project notwithstanding anything contained in any document to the contrary.



## **EXCLUSIONS**

The following terms, conditions and exclusions shall apply and are specifically excluded from GSI's scope of work and shall be provided to GSI at no cost to GSI, notwithstanding anything in any document to the contrary:

- a. Permits – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirement
- b. Provide Construction Water – A clean (potable) supply of water for construction available on-site or in close proximity to work. (~1,000 gallons per day).
- c. Excavation – Major lift excavation, which will be excavated in an expedited manner once an area of work (phase/bench) is complete. Excavation includes all drill tailing removal, clearing, grubbing, grading, backfill, temporary stabilization berms, and hauling materials off site. Delays in this sequence due to excavation will be compensated at a standby rate. GSI will stabilize the excavated face provided. If additional work is required that could require additional facing measures and time it will be separately negotiated. This could include over excavation, sloughing, debris, large rocks, ground water, etc. Contractor and/or Owner shall ensure that excavation lifts of approximately 5 feet will stand unsupported for approximately 48 hours and during nail installation. Any increase in scope of work due to site differences shall be separately negotiated.
- d. Surveying – Any and all surveying including but not limited to layout survey, as-built survey, and tolerances as required.
- e. Traffic Control – All required pedestrian and vehicle traffic control. GSI will require at least one lane of traffic to be closed during GSI's access to and from the work area.
- f. Sanitary Facilities – On-site facilities within reasonable proximity for the use of GSI employees.
- g. The cost of a bond premium is not included in the GSI's price. If desired by and paid by the Owner, GSI will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- h. Prevailing wages are not included in GSI's price.
- i. Buy American/American Material Requirements are not included in GSI's price.
- j. Owner shall ensure that all utilities are properly located before GSI mobilizes to the site. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in GSI's scope of work.
- k. Drainage – Installation and maintenance of drainage measures to direct water away from the top and bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc. If groundwater is encountered the Owner will provide dewatering. Owner is responsible for all erosion and storm water management permitting, installation, inspection, and removal. Any and all work related to storm water compliance and/or best management practices "BMPs" is excluded from GSI's scope of work.
- l. Hazardous Materials – GSI will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. GSI's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- m. Access – All weather working access shall be provided to GSI at all times with at least a 12-ft wide, level, and unobstructed bench at the face of the wall for a 10-ft wide drill rig with a 20-ft horizontal mast, and access shall be provided to GSI at all times for concrete trucks, material/equipment deliveries, and on-site area for material/equipment storage. Contractor and/or Owner shall obtain any and all right of way, licenses, or easements for GSI to perform its work.

- n. Any and all work, including but not limited to design work, is excluded unless specifically included herein.

#### **ADDITIONAL TERMS AND CONDITIONS**

Notwithstanding anything contained in any document to the contrary, the following additional terms and conditions shall apply, control and govern:

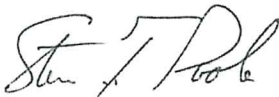
- a) Retainage, if any, is to be released to GSI within **30 days** after the completion of GSI's work.
- b) GSI will employ open shop labor. In the event that union labor must be used Owner shall pay for any additional cost differential.
- c) Owner agrees that GSI shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside GSI's control.
- d) Walker County is only responsible for payment of additional costs or damages incurred by GSI if the costs or damages are due solely to the improper actions or inactions of Walker County, or its employees.
- e) All invoices are due, in their entirety, upon receipt from GSI. All payments received for GSI's work shall be held in trust for the benefit of GSI. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Owner shall be liable to GSI for all costs of collecting amounts due and unpaid, including, but not limited to, reasonable attorneys' fees and/or legal fees.
- f) This agreement/Proposal is subject to and governed by Georgia law under all circumstances and venue for any dispute shall be filed in the Superior Court of Walker County, Georgia notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
- g) The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- h) Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- i) Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.
- j) The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the Owner not fully accept or modify this proposal, the pricing and/or the scope of work will likely be subject to modification by GSI.
- k) Should Owner provide GSI with verbal direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
- l) GSI's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of GSI or for those whom GSI is legally responsible.
- m) GSI retains all ownership rights it in its proprietary and/or patented information and no such rights are transferred in any way.

- n) Increased Costs. If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to GSI of providing the materials, goods and/or services under this Agreement, then Owner shall from time to time, upon demand by GSI, immediately pay to GSI additional amounts sufficient to compensate GSI for such increased cost. GSI shall submit to Owner a certificate as to the amount of such increased cost and detailing the calculation of such cost.
- o) This offer expires 30 days from the date transmitted.
- p) **Warranty Statement:** GeoStabilization International's ("GSI") work and associated labor carries a **five-year** warranty commencing upon the GSI scope of work's completion date. If at any point within the warranty period the repaired sections become unstable due to the acts or omissions of GSI, GSI will, in a timely manner, remedy the situation with a design/construction solution. This warranty does not cover and specifically excludes work not caused and/or necessitated by the acts or omissions of GSI, work completed by others, minor erosional problems, or issues that develop in the future due to lack of overall maintenance, lack of proper drainage measures, or lack of drainage maintenance. GSI also excludes from warranty coverage catastrophic seismic, weather or other events outside reasonable accounting in design, and further construction, acts, or omissions by others that destabilize the repair (including utility trenches dug into the soil nails, excavations in the lower slide toe areas, addition of fill materials above or on the repair, detrimental drainage changes, or failure to complete required project drainage improvements, etc.). This warranty does not apply to any future performance of any utilities or structures located at or near the site. Global stability and the stability of areas adjacent to or beyond GSI's actual work area(s) are not covered and are excluded from warranty. GSI's warranty obligations, if any, are void absent GSI receiving full and mutually agreed project payment. GSI's warranty duties, if any, not include costs related to items outside of GSI's original scope of work. The above referenced warranty is the only warranty provided by GSI and GSI does not provide any other express or implied warranties of any kind as all such other warranties are specifically excluded notwithstanding anything contained in any document to the contrary.

- q) This contract is contingent upon GSI providing to Waker County a copy of GSI's commercial liability insurance policy, the declaration page stating that GSI has a minimum of \$1,000,000.00 liability insurance coverage, and Walker County, Georgia is listed as an additional insured for the work GSI is to perform on this project.
- r) **Walker County shall pay the total dollar amount for work performed on this project by GSI within 15 days of the completion of the work and Walker County's receipt of GSI's invoice.**

If you have any questions please feel free to contact me at the 470-733-2059 or via e-mail at [steve@gsi.us](mailto:steve@gsi.us).

**GeoStabilization International**



Steve Poole, P.E.  
Senior Engineer  
[steve@gsi.us](mailto:steve@gsi.us) | 470-733-2059

Accepted by: Shannon K Whitfield  
(Signature)

Accepted by: Shannon K Whitfield  
(Printed name/title)

Date: 08-26-2020



**RESOLUTION R-023-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO  
APPOINT A CODE OFFICIAL AND DEPUTY CODE OFFICIAL**

**WHEREAS**, the Sole Commissioner of Walker County is the governing authority for Walker County, Georgia; and

**WHEREAS**, Walker County adopted the International Property Maintenance Code (IPMC) on February 19, 2015; and

**WHEREAS**, Section 103.2 of the IPMC states the Code Official shall be appointed by the chief appointing authority of the jurisdiction; and

**WHEREAS**, there exists a vacancy in the Code Official position; and

**WHEREAS**, David A. Brown has served the County as Deputy Code Official since receiving that designation on May 25, 2017;

**WHEREAS**, Jeff Parker currently serves the County as Building Inspector;

**NOW, THEREFORE BE IT RESOLVED** that the Sole Commissioner of Walker County hereby appoints David A. Brown to serve as Code Official and Jeff Parker to serve as Deputy Code Official effective immediately.

**SO RESOLVED AND ADOPTED** this 27<sup>th</sup> day of August, 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, GA30728

**BILL TO**

WALKER CO COMMISSIONER'S OFFICE  
PO BOX 445  
LA FAYETTE, GA30728

**REPRINT PURCHASE  
ORDER  
NO. 2020-00001486**

**DATE 07/27/2020**

**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
3.0000	EA	Capital - Vehicles - 2020 Ford F-150 4x4 Pickup SuperCab	\$26,277.4800	\$78,832.44
<b>TOTAL DUE</b>				<b>\$78,832.44</b>

APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS



Go Further  
ford.com

# F-150

2020 F-150 4X4 SUPER CAB  
1451 WHEELBASE  
3.5L V6 PFD  
ELEC 8-SPEED AUTO W/TOW MOD

# LF C49170

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

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DAYTIME RUNNING LIGHTS
  - 17" ALUMINUM WHEELS
  - FULLY BODIED STEEL FRAME
  - HEADLAMP HEADLAMPS
  - HEADLAMPS - AUTO HIGH BEAM
  - HEADLAMPS - AUTO LAMP (XUO/PF)
  - LOCKING REMOVABLE TAILGATE
  - PICKUP BOX TIE DOWN HOOKS
  - REAR, 170-DEGREE DOOR
  - TRAILER SWAY CONTROL
  - WIPERS - INTERMITTENT

- INTERIOR**
- 10" FOLD-DOWN REAR BENCH SEAT
  - AAC/VINYL ANNUAL CLIMATE CONTROL - SINGLE ZONE
  - DUAL SUNVISORS
  - OUTSIDE TEMP DISPLAY
  - POWERPOINT - 12V (FRONT)
  - TILT/TELESCOPE STR COLUMN

- FUNCTIONAL**
- CURVED START STOP TECH
  - DYNAMIC HITCH ASSIST
  - ELECT 4X4 SHIF-ON-FLY
  - ELECTRIC-ASSIST PARK BRAKE
  - FADE-TO-OFF INTERIOR LIGHT
  - FAIL-SAFE COOLING SYSTEM
  - GAS-CHARGED SHOCKS
  - HILL START ASSIST
  - MANUAL FOLD MIRRORS
  - OUTBOARD MIND REAR SHOCKS
  - PRE-COLLISION ASSIST W/AB
  - PWR RACK AND PINION STEER
  - REAR VIEW CAMERA
  - SELECTSHIF™

- SAFETY/SECURITY**
- 3-POINT SEATBELT WITH PSC®
  - AIRBAGS - FRONT SEAT
  - MOUNTED SIDE IMPACT
  - AIRBAGS - SAFETY CANOPY®
  - CTR HIGH MOUNT STOP LAMP
  - SECURILOCK® ANTI-THIEF SYS
  - SOS POST-CRASH ALERT SYS™
  - TIRE PRESSURE MONIT SYS

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

**INCLUDED ON THIS VEHICLE**

EQUIPMENT GROUP 100A  
-XL SERIES

(MSRP)

**PRICE INFORMATION**

(MSRP)

OPTIONAL EQUIPMENT/OTHER			
1007-1018D/1919GA			
265 SILVER STEEL WHEELS & 373 RATIO REGULAR AXLE			
6500# GVWR PACKAGE			
SYNCH	420.00		
FORDPASS CONNECT 4G WIFI MODEM	225.00		
FRONT LICENSE PLATE BRACKET	250.00		
BLACK PLATFORM RUNNING BOARDS	225.00		
CRUISE CONTROL	595.00		
TRAILER TOW PACKAGE	1,170.00		
XL POWER EQUIPMENT GROUP			
VINYL 40/20/40 FRONT SEAT			
FLEX FUEL VEHICLE			NO CHARGE
<b>TOTAL VEHICLE &amp; DELIVERY DESTINATION</b>		39,895.00	
<b>TOTAL OPTIONS/OTHER</b>		2,895.00	
<b>BASE PRICE</b>		\$39,010.00	
<b>TOTAL VEHICLE &amp; DELIVERY DESTINATION &amp; OPTIONS/OTHER</b>		39,895.00	
<b>TOTAL BEFORE DISCOUNTS</b>		40,490.00	
<b>XL BASE DISCT PEG &amp; TT</b>		500.00	
<b>TOTAL SAVINGS</b>		500.00	

RAVP ONE	CA02	CONVOY	21-1799 O/T 5B	1G271 N RB 2X 015 002873 07 27 20
<b>TOTAL MSRP \$39,990.00</b>				
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 <a href="http://www.ford.com/finance">www.ford.com/finance</a> .				
<b>SPECIAL ORDER</b>				

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

## EPA Fuel Economy and Environment DOT

Fuel Economy

**20** MPG  
combined city/hwy

18 city 23 highway

Standard Pickup Trucks range from 14 to 27 MPG. The best vehicle rates 135 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

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

Driving Range  
ESTIMATE 478 miles  
EPA ESTIMATE 338 miles

Fuel Economy & Greenhouse Gas Rating (multiple only)

Smog Rating (single only)

Annual fuel cost **\$2,000**

This vehicle emits 439 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (single only). Producing and distributing fuel also create emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

**fuelconomy.gov**  
Detailed federal standardized estimates and complete vehicles

### GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of front, 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 frontal impact.

Should ONLY be compared to other vehicles of similar size and weight.

Based on the risk of injury in a side impact.

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](http://www.safercar.gov) or 1-888-327-4236



**WARNING:** Opening, 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.661harmings.ca.gov/passenger-vehicle](http://www.661harmings.ca.gov/passenger-vehicle).



For equipped vehicle, the FordPass Connect™ modern is active and sends vehicle data (e.g., diagnostics) to Ford. See In-Vehicle Settings for connectivity options.

FordPass Connect, Sync3 and Sync3 MyFord™ require for certain vehicle features that are not included in the base price. Government safety ratings are based on a standard production of 2019 Ford F-Series. Availability, features and price may vary. See your local Ford website for our privacy policy.

**FORD PROTECT™**  
Insist on Ford Protect. The only advanced 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](http://www.FordProtect.com).

Scan QR code to see more information. [www.ford.com/lf/c49170](http://www.ford.com/lf/c49170)

VEHICLE INVOICE / BILL OF SALE

**PRATER FORD, INC.**

Nº 12598 \*

704 South Wall Street  
706-629-2883  
CALHOUN, GEORGIA 30701

CUSTOMER ID# WALD39462 SOLD TO: WALKER COUNTY COMMISSIONER DATE 08/25/2020  
SALESMAN JERRY R HICKS ADDRESS: PO BOX 445 H: (706) 375-5601  
LAFAYETTE, GA 30728

MAKE	MODEL	NEW OR USED	VIN	YEAR	KEY NO.
FORD	F-150	N	1FTEX1E8LFC49170	20	

**INSURANCE COVERAGE INCLUDES:**

- FIRE AND THEFT
- COLLISION - AMT. DEDUCT.
- PUBLIC LIABILITY - AMT.
- PROPERTY DAMAGE - AMT.

**OPTIONAL EQUIPMENT AND ACCESSORIES**

GROUP	DESCRIPTION	PRICE

Stock # : F1799

PRICE OF VEHICLE	26,274.48
OPTIONAL EQUIP. & ACCESS.	N/A

TAX	N/A
LICENSE AND TITLE	3.00
TOTAL CASH PRICE	26,277.48

FINANCING INSURANCE  
TOTAL TIME PRICE

**SETTLEMENT:**

DEPOSIT  
CASH ON DELIVERY  
TRADE-IN  
LESS LIEN  
TYPE  
VIN  
PAYMENTS

N/A  
N/A  
N/A

TOTAL

No Trade-In

PO# 2020-00001486





VEHICLE INVOICE / BILL OF SALE

**PRATER FORD, INC.**

№ 12600 ✱

704 South Wall Street  
706-629-2883  
CALHOUN, GEORGIA 30701

**SOLD TO:** WALKER COUNTY COMMISSIONER  
PO BOX 445  
LAFAYETTE, GA 30729

DATE 08/25/2020

H: (706) 375-5601

CUSTOMER ID# WALD39462 SALESMAN JERRY R HICKS

MAKE	MODEL	NEW OR USED	VIN	YEAR	KEY NO.
FORD	F-150	N	1FTEX1E7LFC49172	20	

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

**OPTIONAL EQUIPMENT AND ACCESSORIES**

GROUP	DESCRIPTION	PRICE
No Trade-In		
PO# 2020-00001486		

<p>STOCK # : F1801</p> <p>PRICE OF VEHICLE</p> <p>OPTIONAL EQUIP. &amp; ACCESS.</p>	<p>26,274.48</p> <p>N/A</p>
<p>TAX</p> <p>LICENSE AND TITLE</p> <p>TOTAL CASH PRICE</p>	<p>N/A</p> <p>3.00</p> <p>26,277.48</p>
<p>FINANCING INSURANCE</p> <p>TOTAL TIME PRICE</p> <p>SETTLEMENT:</p> <p>DEPOSIT</p> <p>CASH ON DELIVERY</p> <p>TRADE-IN</p> <p>LESS LIEN</p> <p>TYPE</p> <p>VIN</p> <p>PAYMENTS</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
TOTAL	