

AGENDA

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

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

Date: Thursday, October 22, 2020

Time: Immediately following the Public Hearing

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

Open of the Regular Meeting

Minutes: Approval of the minutes from the Public Hearing on October 8, 2020 and the Regular Meeting on October 8, 2020.

New Business:

- I. Ordinance No. O-02-20, An Ordinance Amending Title 27, Article V, Chapter 30 of the Code of Walker County, Georgia Regarding the International Property Maintenance Code; Repeal of any and All Conflicting Ordinances and Parts of Ordinances; Provide for Severability; and Provide For Other Purposes
- II. Ordinance O-03-20, An Ordinance Adding Article VI to Chapter 14 of the Code of Walker County, Georgia Regarding the Walker County Business Code; Establishing a Special Events Permit
- III. Ambulance Service Contract with CHI Memorial
- IV. Proclamation for Veterans Day 2020
- V. Proclamation for James Cross Day
- VI. Consideration of application from Hagaman Construction requesting a rezone from C1 to PUD for property located at 180 Hutcheson Drive in Flintstone. Tax map & parcel number 0119-002. ***(Recommended for approval by the Planning Commission at first hearing on October 15, 2020)***

OCTOBER 22, 2020 REGULAR MEETING
AGENDA CONTINUED

- VII. Consideration of application from Hagaman Construction requesting a rezone from R2 to PUD for property located at Hixson Drive in Flintstone. Tax map & parcel number 0101-001. ***(Recommended for approval by the Planning Commission at first hearing on October 15, 2020)***
- VIII. Consideration of application from Tyler and Angela Anderson requesting a rezone from R1 to A1 for property located at 1581 Chattanooga Valley Road in Flintstone. Tax map & parcel number 0-064-007. ***(Recommended for approval with restrictions by the Planning Commission at first hearing on October 15, 2020)***

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, November 12, 2020 at 6:00 PM.



Walker County Governmental Authority
Office of the Commissioner
101 S. Duke Street
LaFayette, GA 30728
706-638-1437

Minutes of the Scheduled Public Hearing

October 8, 2020

I. Call to order

Commissioner Whitfield called to order the Public Hearing held at Walker County Courthouse Annex III, 201 S Main Street, LaFayette, Georgia at 6:00 PM on October 8, 2020.

II. Attendees

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

III. Invocation:

Given by Commissioner Shannon Whitfield

IV. Pledges :

United States Flag and Georgia Flag

V. Open of Public Hearing:

- I. Commissioner Whitfield read Ordinance No. O-02-20, An Ordinance Amending Title 27, Article V, Chapter 30 of the Code of Walker County, Georgia Regarding the International Property Maintenance Code; Repeal of any and All Conflicting Ordinances and Parts of Ordinances; Provide for Severability; and Provide For

Other Purposes. He explained we aren't out to just fine citizens but stated this was only to help people to get into compliance.

- II. Commissioner Whitfield discussed Ordinance O-03-20, An Ordinance Adding Article VI to Chapter 14 of the Code of Walker County, Georgia Regarding the Walker County Business Code; Establishing a Special Events Permit. He explained the term special event or advanced does not include organized activity, purpose entertainment, recreation, or education, which occurs on County or school board property, or is, or in the county's public use buildings. So this is something that we've been working with Sheriff Wilson on that he has asked us to take up. The main purpose is for the health and safety.

VII. Adjournment: The Public Hearing was adjourned at 6:38PM

VIII. Public Comment

{Audio Recording of Public Hearing and comments are on file in Commissioner's Office – 20-10-08}

IX. Commissioner Comments

{Audio Recording of Public Hearing and comments are on file in Commissioner's Office – 20-10-08}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden



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

Minutes of the Regular Scheduled Meeting

October 8, 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 6:38 PM on October 8, 2020.

II. Attendees:

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

III. New Business

- I.** Commissioner Whitfield welcomed everyone for attending. He asked if anyone had any comments or questions concerning the minutes from September 24, 2020 and September 30, 2020, there were none and he signed the minutes into record.
- II.** Commissioner Whitfield discussed Resolution R-028-20 to Support the Submission of a Pre-Application for a Land and Water Conservation Fund Grant to Benefit the Citizens of Walker County. There was a playground that was put in place that was considered a handicap accessible playground. Technology has come so far over the last couple of decades when it comes to engineering and designing playgrounds, they don't, and they don't classify them as handicap accessible. They now classify and take it to the next level are all inclusive. So people of all abilities can play and have fun in a safe play environment. These

playground designs are really neat, but they're really, really expensive. What we we're trying to do here is to take our \$200,000 that we have in our Splost and double our money with a grant and get another 200,000 and put that money together to build this playground. As you can see they're expensive, so part of the process of the grant is that it has to go before the governing body and the commissioner's meeting to have a resolution that is saying that if we are awarded this grant that the governing body has allocated and is agreeable to that 50/50 match. This will be part of the documentation that goes with the application. These things are very competitive and we may not get it this first time, but we're going to keep applying every year to see if we can get this funding.

III. Commissioner Whitfield discussed the Acceptance of OneGeorgia special Purpose Award for Saddle Ridge School. Explaining we worked in collaboration with our school system and also with Senator Mullis. This is a letter that I received back on September 23rd of 2020 to the Commissioner's Office. This is like OneGeorgia Purpose Award says congratulations on the selection of your project as a recipient of a one Georgia's Special Purpose Award. These funds in the amount of \$75,000 are budgeted to assist with the construction of a partially enclosed pavilion for the Walker County Board of Education, Saddle Ridge School, Rock Spring, outdoor learning lab. This award grant is to the County government but is to construct an outdoor learning lab at the Saddle Ridge School. Commissioner Whitfield introduced Ms. Betts Berry, Agriculture Teacher at Saddle Ridge School who introduced Ms. Wendy Ingram, Principal at Saddle Ridge School. They both thanked Commissioner Whitfield and Walker County.

IV. Commissioner Whitfield reviewed the Walker County Departmental Statistics – September 2020

V. Commissioner Whitfield discussed the remainder of the Commissioner meeting dates which have changed due to the holidays. We are going to move the second meeting in November to the 19th and we'll be moving our last meeting of the year to December 29th. Meetings will still be held here at six o'clock in Annex III, 201 South Main Street in Lafayette and as always the public's welcome.

IV. Adjournment: The Regular Scheduled meeting was adjourned at 6:55 PM

VIII. Public Comment

{Audio Recording of Regular Scheduled meeting and comments are on file in Commissioner's Office – 20-10-08}

IX. Commissioner Comments

{Audio Recording of Regular Scheduled meeting comments are on file in Commissioner's Office – 20-10-08}

Minutes approved by:

Shannon K. Whitfield
Sole Commissioner
Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

LOCAL COLUMNIST ■ ELIZABETH CRUMBLY

Lost in grief

Second of three articles
After Reece's death, I was lost in grief. I would pull over on the way to work because I was crying too hard to drive. Her departure was so hard to accept that there were times it felt like she was actually still here. A bay horse in a roadside paddock or even the sunlight on my back as I worked with one of my trainer's horses would lure me into thinking I'd see her just around the next bend. But then, I'd jolt back into my unwelcome new reality.



Crumbly

I became obsessed with identifying my role in her death. The night before I found her colicking was a hot one. Sometimes horses roll when they're hot. Sometimes rolling can cause nephrosplenic entrapment. Should I have hosed her down one more time before bedtime?

In reality, this wasn't Reece's first bout with health issues. She had coliced the previous year not long after I'd bought her, and her former owner had mentioned that she'd had some problems with her ovaries that were never clearly defined. When it came down to it, there may not have been much I could have changed to prevent Reece's death, but the doubt lingered.

The summer drew to a close, and I began to feel fall in the air. I had the sudden realization one day that the rest of the world was moving forward, but I was still stuck in that moment when I made the decision to put Reece down.

"The seasons will change," I remember saying to myself. "Everyone will move on."

Family and horse friends expressed their condolences, but they stopped talking about Reece after a while. In my mind, though, losing her was the only thing that mattered, and I couldn't figure out how I would be able to continue owning horses or to get back to life's normal routines.

And then it hit me one morning as I was driving. Reece's mother, Cheyenne, was still alive and of reproductive age. It became my sole mission to track her down — I felt if I could find her, I had a chance of moving on.

I didn't know if I would be able to purchase her, but I had to try. I got in touch with the woman I had purchased Reece from, and she told me Chey belonged to a man who was using her in his breeding

program. The man graciously allowed my mother and me to visit his Florida farm, and I almost could not breathe as he called his broodmares up. I had never laid eyes on Chey, and I didn't know what to expect.

The mares came chuffing up to us from between huge oaks where they had been grazing. Chey's owner pointed her out to us, and she showed her way through the small herd, bossy and eager to socialize. She was bay like Reece, but a lighter shade, and she had a lot more chrome. Her wide blaze

wrapped around her face in a mask, and white frothed up her legs like spilled milk. She whuffed into my hand with her pink muzzle and regarded us with shining brown eyes. She had none of Reece's delicate fairy horse build. Her sturdy, 14-year-old body had already born several babies, and she was pregnant now with another.

Hallingly, I told her owner that I would like to buy her after she had this baby. It had been two months since Reece's death, and I was still raw. I did not know what his answer would be. He had known Reece and had seen her potential. I held my breath waiting for his response. Incredibly, it was a "yes."

We decided we would breed Chey on her foal heat — a standard practice for breeders as mares cycle a couple of weeks after giving birth. I spent the next few months caught up in the choice between two stallions. It would be either Reece's sire, a fine stallion who was double registered, or another sire who was known to produce incredible paint horse hunters. In the end, I chose the second sire. Chey checked pregnant in Florida, and after her foal was weaned, I shipped her up to my home in North Georgia. She was only just bred, so I was able to ride her at first.

Reece's trok had been her most distinctive trait. She would be suspended for a split second as the diagonal pairs of feet switched, and it gave her a breathtaking, almost surreal appearance. More than once, people had stopped to stare in busy show warmup rings. The suspension brought a distinctive lurch for her rider, and I had ridden many horses since her death searching obsessively and futilely for that feeling. I guess I was looking for

a sign that she was still here in some way. When I asked Chey for the trot, she sprang forward, and finally, finally, I felt that distinctive hesitation in the middle of the stride. I closed my eyes, and I was back on Reece.

Chase was born on a windy April morning almost two years after Reece's death. He was white with two blue eyes and a chestnut war bonnet, which he shed once his foal hair was gone. Because of his underlying pink skin, his coat had a glistening sheen in the sun. He was stunning to look at, and his movement was what I had hoped for — huge trot, flat knee. Again, I had high hopes.

While I waited for Chase to mature and be started under saddle, I started showing Chey in dressage. Despite being in her teens, her previous show career and babies, she was willing to embark on this new journey. Tears spilled down my cheeks, and I threw my arms around her neck as we exited the arena after presenting a beautiful training level test at a recognized dressage show. It was apparent in Chey's focus and responsiveness every time we showed that she was there not just to do a job but to perform to the fullest of her capabilities. I knew Reece would have been the same way.

Meanwhile, Chase was finally old enough to start under saddle, but the more I worked with him, the more apparent it became that he was not Reece.

He did not seem to want the job I was asking him to do. He began balking under saddle, and the balking turned to aggressive bucking. I worked with him and got help from some area cowboys. He got pretty consistent under saddle with a firm hand, but I never really knew when he might go off script and do something unpredictable. In the back of my mind, I knew I had failed to replace Reece, but I was not ready to admit that fact even to myself.

Elizabeth Crumbly is a newspaper veteran and freelance writer. She lives in rural Northwest Georgia where she teaches riding lessons, writes and raises her family. She is a former editor of The Catoosa County News. You can correspond with her at www.collectiveink.com.



Georgia Power customers to see \$17 reduction on October bills

By Dave Williams
Capital Beat News Service

ATLANTA — Georgia Power residential customers will receive an estimated \$12 credit on their bills next month under a resolution the state Public Service Commission (PSC) approved unanimously Tuesday, Sept. 1.

The credit, based on the typical customer's monthly use of 1,000-kilowatt hours, reflects a one-time refund of \$61.6 million in earnings the Atlanta-based utility realized last year above its allowable return on equity (ROE) range. A rate increase the PSC approved last December set the ROE range at between 9% and 12%.

Paired with lower fuel rates Georgia Power implemented the beginning of the summer, the typical residential customer will see a reduction of more than \$17 in October. Georgia Power customers

have received several credits this year. In June, the commission approved an \$11.29 credit resulting from \$51.5 million in earnings above the allowable ROE band during 2018.

The utility rolled back its fuel rates in May, saving customers \$10.26 per month, part of which came from an interim reduction the utility provided to help customers weather the economic impact of the coronavirus pandemic.

And back in February, Georgia Power passed on savings the company realized from the tax cut legislation Congress passed in late 2017, which came to about \$22 a month for the typical residential customer.

The February savings came from the last installment of three reductions made possible by the federal tax cuts, which totaled \$106 million.

Georgia's college fintech curriculum expanding into high schools

By Dave Williams
Capital Beat News Service

ATLANTA — A new partnership between the state agencies in charge of higher education and K-12 will expand the University System of Georgia's fintech curriculum into high schools.

The new program will build on the success of the Georgia FinTech Academy, which has provided at least one fintech course to more than 1,900 college students at 23 of the

university system's 26 institutions since it was launched two years ago.

These college courses will now be available to students attending Georgia's 481 public high schools, allowing them to earn college credit and credentials valued by employers in a fast-growing industry.

"Fintech is a high-demand career field, and we are committed to preparing the state's workforce to meet that demand," said Tristan Denley, the university system's ex-

ecutive vice chancellor for academic affairs.

Georgia is a global financial technology and payments hub, so much so it is home to America's payments processing "Transaction Alley." In fact, 70% of all U.S. financial transactions pass through Georgia companies each year.

The new partnership between the university system, the Georgia Department of Education and the American Transaction Processors Coalition is aimed at maintain-

ing that momentum.

"Offering an on-ramp at the high school level makes this a first-of-its-kind initiative that can potentially inspire similar programs across the country to feed our growing industry's workforce demand," said West Richards, the coalition's executive director.

The high-school fintech program will include three courses modeled after those offered by the Georgia FinTech Academy at the college level.

The courses may be provided as a standard high school pathway or for dual high school and college credit. Students

interested in the dual-enrollment program should contact their academic advisor or guidance counselor.

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LOCAL COLUMNIST ■ DAVID CARROLL

A teacher's new job description

In my job as an education reporter, I frequently hear from parents and teachers complaining about overcrowded classrooms. These days, that usually means 25 or more students at a time. I don't argue the point. The smaller the class size, the better, in every way.

I think back to my 6th grade class at Bryant (Alabama) School. Due to a construction project, we were relocated to a small building on campus. There were 44 kids in my class. About half were girls, and of course they were angels. Of the 22 boys, at least half were rowdy, to put it kindly. So how's this for a recipe: put 44 kids in a crowded room, with maybe 30 attempting to learn, while the others were setting the trash can on fire.

At the same time, my 6th grade teacher, the only male on the faculty, was suddenly promoted to principal. He replaced a young man who was new to the community. The new guy had been threatened by an angry parent, so he left one day and never returned. (He may still be hiding out, and I wouldn't blame him.)

So my 43 classmates and I were in the hands of a substitute until a qualified replacement could be found. That would take a while, and in the meantime, the inmates ran the asylum. The sub teacher was overwhelmed. She had not signed up for combat duty.

I share that story to say that in my school career, it never got any worse than that. Learning conditions were not ideal, but most of us made it to 7th grade with no permanent scars.

Fast forward to the notorious year of 2020. Many teachers and students have horror stories that put mine to shame. These teachers had envisioned a career of dreams. They would find a grade level

or subject they love, prepare lesson plans, nurture bright-eyed, eager children, and then do it again tomorrow.

Our new reality doesn't quite work like that. The job description for "teacher" should now include sanitation expert, mask enforcer, distance compliance officer, disinfection specialist, nurse, computer technician, and remote learning guru. So yes, my 6th grade sub had her hands full, but at least she wasn't coping with a pandemic.

Recently, I asked my Facebook teacher friends a couple of quick questions: "How's it going, in this crazy new world? What's working, and what's not?"

I told them they could reply publicly, for everyone to see. Or they could send me a confidential message, so that only I could see it.

The public responses were mostly positive, and I am sure they were truthful. Every school is different, and in some cases the school leadership and parents are working together to ensure a clean environment, considering the masks, the distancing, and other COVID-19 distractions.

But the ones who communicated with me privately painted a different picture. As with most of us, their summer vacation was not very restful. Teachers were reluctant to travel, so they spent their summer planning how to approach their new challenges. Would they continue to conduct class remotely, while coping with spotty internet connections? Or would they venture into the potentially dangerous world of crowded school hallways?

When some of the teachers returned to school, they were promised ample supplies of wipes, tissues, paper towels, disinfectants, and cleaners. They were assured that extra cleaning crews would

be on hand around the clock, making sure surfaces would be scrubbed, trash cans would be emptied, and risks would be minimized.

Sadly, that has not always been the case. In my home county, after a few weeks of phased-in attendance, the doors were finally opened to all five days a week. Almost immediately, several buildings were closed again for sanitization and contact tracing. When a positive case was reported, it was back to the home computer. Entire cheerleading squads and sports teams were under 14-day quarantine, with lucrative, rivalry football games canceled for the first time ever.

Our innocent optimism of six months ago is gradually giving way to the grim possibility that we could be living under these conditions for several more months, and maybe even a year or more.

Successful schools have always been about building relationships. This year, that is happening like never before. Out of necessity, teachers are reinventing the wheel, one day at a time. School buildings have come alive, with a vibrant heartbeat. Kids are adapting, because that's what they do.

Let's salute our teachers, aides, staff members, cafeteria workers, cleaning crews, bus drivers, and administrators. You are making the best of a bad situation, and yes, we see you.

Ordinarily, I would say, "Hug a teacher." We can't do that, but we can offer our appreciation, our prayers, and our support.

David Carroll, a Chattanooga news anchor, is the author of "Volunteer Borna Deuy," available on his website. ChattanoogaRadioTV.com. You may contact him at radio@2020@yahoo.com, or 900 Whitehall Road, Chattanooga, TN 37405.

NOTICE OF PUBLIC HEARING

The Governing Authority of Walker County, Georgia proposes to amend the county code of ordinances. O-02-20 amends language in the existing International Property Maintenance Code (Chapter 30) addressing inoperable vehicles and the storage of trash. O-03-20 adds a Special Events Permit to the existing Walker County Business Code (Chapter 14).

Public hearings on the proposed ordinances will be held on Thursday, October 8, 2020 and Thursday, October 22, 2020 at 6 p.m. at the Walker County Courthouse Annex II, 201 S Main Street in Lafayette, GA. Copies of the proposed ordinances are available for review at the Commissioner's Office (101 S Duke St, Lafayette) and online at walkercountyga.gov.

Walker County Brownfield Program Request for Qualifications

The Walker County Development Authority (WCDA) is issuing a Request for Qualifications (RFQ) to provide environmental and engineering consulting services on a task order basis for a Brownfield program in Walker County, Georgia.

Specifications for this RFQ are available to download on the WCDA website (walkergada.us) and County's website (walkercountyga.gov) or at the Walker County Commissioner's Office (101 S. Duke Street, LaFayette, GA) during regular business hours.

Proposals will be accepted until 5:00 p.m. on Wednesday, October 7, 2020 at the Commissioner's Office or via email at ewells@lafga.org. Oral presentations to WCDA, the County and cities of Chickamauga, LaFayette and Rossville may be requested.

WCDA reserves the right to reject any and all responses.

Ringgold cancels Haunted Depot

From staff reports

Ringgold's Haunted Depot, the city's popular Halloween event for 13 years, has been cancelled for 2020 due to COVID-19. "With the pandemic requirements, community events must follow, the DDA (Downtown Development Authority) board of directors reviewed the three main activities featured at the annual event — the Haunted Depot, the Ghost Tour and the Hayride," said Randall Franks, DDA chairman. "All of the activities require groups of people to be very close together while partici-

pating, so the board members concluded the best course was not to produce this year's event for the health and safety of our guests and volunteers.

"This is a disappointment to all of us," Franks said. "We look forward and plan months ahead to entertain the thousands who come to Ringgold for a fright while creating a family memory. However, I know our downtown will still be dressed in its finest fall colors come October as our merchants and restaurants anxiously strive to create fun times for all



Randall Franks

the folks who visit Ringgold."

The DDA and the Convention and Visitors Bureau co-host the Haunted Depot. The Haunted Depot, one of the city's most popular events, with thousands turning out for a trip through the decked-out train station, generally opens for three weekends in October.

The Haunted Depot offers Halloween-themed family-oriented entertainment for all ages by not only turning the Depot into a haunted house, but also offering live entertainment, haunted ghost

rides, hay rides with a bonfire, and great food for everyone.

Getting the Depot ready for a fright is the duty of city's Parks and Recreation, which generally spends two weeks building the haunted house inside the Depot, and even begins the design process months prior to the build.

Sponsorships from local businesses play a huge role in bringing the event to life each year.

While the Haunted Depot offers plenty of spooky fun, the purpose of the event is to raise funds for the DDA in order to assist in making improvements throughout the community.



For the first time in 13 years, the city's Haunted Depot, as well as live entertainment, haunted ghost rides, and hay rides, won't take place this Halloween due to COVID-19.

Department of Driver Services expands options for proof of school enrollment

From Georgia Department of Driver Services

To accommodate teenage drivers affected by COVID-19 School Closures, the Georgia Department of Driver Services (DDS) has expanded the list of acceptable documents for mandatory proof of school enrollment.

DDS Commissioner Spencer R. Moore said, "To reduce an unnecessary bur-

den on teens, parents and school administrators during this pandemic, DDS has expanded the options for proof of school enrollment when teens age 15-18 apply for a driver license."

Typically, only a DDS Certificate of Enrollment form was acceptable and needed to be signed and notarized from the student's school and presented at the time of applying for a permit or Class D driver's license. The form is valid

for one month or over summer vacation.

With schools closing or opting for virtual classes, DDS now accepts one of the following:

- A Georgia DDS Certificate of School Enrollment (DS-1). The form must be completed and dated within the past six months.
- Transcript provided by the customer's most recent



Spencer R. Moore

school of attendance (Transcript does not have to be certified.) (Transcripts can be printed online in most school districts.)

• Most recent progress or grade report (report card).

• A current school identification card issued by the school or school system.

• Other forms of school identification.

contain the student's first and last name.

For home schoolers one of the following is acceptable:

- A Certificate of Enrollment from the Georgia Department of Education.
- A "Declaration of Intent To Utilize a Home Study Program" filed with the Georgia

Department of Education. • Teens should have all required documents printed prior to arriving for their scheduled appointment.

For complete information on driver licensing and testing, visit dds.georgia.gov or download the free Mobile App, DDS 2 GO.

Year-end school tests poised to count 'essentially zero' in Georgia amid pandemic

By Beau Evans
Capitol Beat News Service

Georgia's top school official aims to make year-end standardized tests count "essentially zero" toward students' final grades in the 2020-21 school year amid the COVID-19 pandemic.

State Superintendent Richard Woods is also poised to recommend waiving performance



Betsy DeVos

consequences for teachers tied to the annual Georgia Milestones exams and let local schools decide when to administer the year-end tests.

The proposed changes follow the refusal earlier this month by federal education officials to grant Georgia a waiver to scrap standardized tests this year during the pandemic.

Woods immediately pledged to

water down the tests in defiance and urged that students and teachers "not worry about the tests."

Next week (week of Sept. 27), Woods plans to recommend the state Board of Education approve lowering the 20% course grade weight that the tests normally carry to 0.01% — or "essentially zero" since state law prevents the tests' weight from being 0%, according to a news release from the state Department of Education.

Find the latest breaking news online at catoosawalkernews.com.

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<p>PORK SPARE RIBS 2 Pack Previously Frozen</p> <p>\$1.75 Lb.</p>	<p>FRANKS OR BOLOGNA 12 Oz. Pkg. Bar-S</p> <p>88¢ Ea.</p>	<p>CHICKEN TENDERS 2 Lb. Bag Top Chick</p> <p>\$4.65 Ea.</p>	<p>SLICED BACON 10 Lb. Box Covered Wagon</p> <p>\$14.21 Ea.</p>	<p>ITALIAN SAUSAGE 18 Oz. Swagerty Brats or</p> <p>2 For \$5</p>

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QUALITY GROCERY EVERYTHING AT COST + 10% AT CHECKOUT

<p>NIAGARA WATER 24 Pack 16.9 Oz.</p> <p>5 For \$10</p>	<p>POTATO CHIPS 4.5 Oz. Uncle Rays</p> <p>78¢ Ea.</p>	<p>COCA-COLA PRODUCTS 24 Pack</p> <p>\$6.75 Ea.</p>	<p>DOUBLE LUCK VEGETABLES 13.15 Oz. Cans</p> <p>47¢ Ea.</p>	<p>GOLDEN DONUTS 12 Ct. Cello Pack</p> <p>\$1.88 Ea.</p>
<p>PROGRESSO SOUPS 18 Oz. (Selvar)</p> <p>4 For \$5</p>	<p>KIBBLES & BITS DOG FOOD 16-18 Lb.</p> <p>\$8.88 Ea.</p>	<p>LAUNDRY DETERGENT 46 Oz. Tide 2X</p> <p>\$6.27 Ea.</p>	<p>FLOUR OR MEAL 4 Lb. Bag Sunflower</p> <p>\$1.83 Ea.</p>	<p>MAYFIELD ICE CREAM 56 Oz. Classic</p> <p>\$2.62 Ea.</p>

These Items Represent Only A Small Portion of Sale Items • Look Throughout Our Store For Many More Great Deals!

COUNTY OF WALKER
STATE OF GEORGIA

ORDINANCE NO. O-02-20

AN ORDINANCE AMENDING TITLE 27, ARTICLE V, CHAPTER 30 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING THE INTERNATIONAL PROPERTY MAINTENANCE CODE; REPEAL OF ANY AND ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES; PROVIDE FOR SEVERABILITY; AND PROVIDE FOR OTHER PURPOSES

WHEREAS, Walker County, Georgia desires to amend its ordinances regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use, and the demolition of such existing structures in the unincorporated areas of Walker County, Georgia; providing for the issuance of permits and collection of fees therefor; repealing all other ordinances and parts of the ordinances in conflict therewith.

THEREFORE BE IT HEREBY ORDAINED by the Walker County Sole Commissioner that the Code of Walker County Georgia is amended as follows:

1.

Sec. 302.8 of the International Property Maintenance Code adopted by Walker County is deleted in its entirety and replaced with the following:

Sec. 302.8 – Motor Vehicles.

~~Motor vehicles. Except as provided for in other regulations, no more than 2 inoperative or unlicensed motor vehicles shall be parked, kept or stored outside on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.~~

~~Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.~~

Motor vehicles. Except as provided for in other regulations, no more than two (2) inoperable or unlicensed motor vehicles shall be parked, kept or stored outside on any premises; such vehicles must be covered with a tarp or vehicle covering and parked behind a building, home or other structure obstructing the view from the road. All vehicles of any type are permitted to undergo major overhaul, including mechanical and body work, provided that such work is performed inside a structure, such as a garage, or similarly enclosed area designed and approved for such

purposes. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

2.

Sec. 308.2 of the International Property Maintenance Code adopted by Walker County is deleted in its entirety and replaced with the following:

Sec. 308.2 – Disposal of rubbish.

~~Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.~~

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in a plastic or galvanized trash container with a lid until removed from the structure and disposed of at a rubbish storage facility or garbage facility.

3.

Sec. 308.3 of the International Property Maintenance Code adopted by Walker County is deleted in its entirety and replaced with the following:

Sec. 308.3 – Disposal of garbage.

~~Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.~~

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in a plastic or galvanized trash container with a lid until removed from the premises for disposal at a garbage disposal facility.

4.

Upon its adoption, this ordinance is effective December 1, 2020. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

5.

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

APPROVED AND ADOPTED THIS 22nd DAY OF OCTOBER, 2020.

Shannon K. Whitfield
Sole Commissioner
Walker County, Georgia

ATTEST:

Rebecca Wooden
Clerk of Walker County, Georgia

**COUNTY OF WALKER
STATE OF GEORGIA**

ORDINANCE NO. O-03-20

AN ORDINANCE ADDING ARTICLE VI TO CHAPTER 14 OF THE CODE OF WALKER COUNTY, GEORGIA REGARDING THE WALKER COUNTY BUSINESS CODE; ESTABLISHING A SPECIAL EVENTS PERMIT

WHEREAS, special event permits are in place across the state of Georgia and the United States, and there is in existence in counties neighboring Walker County a permitting system for special events; and

WHEREAS, consistent practice with communities of similar size lessens confusion for event planners and entrepreneurs; and

WHEREAS, information about the existence of special events occurring in unincorporated Walker County is necessary to safeguard public health and safety by providing for effective emergency preparedness and response;

THEREFORE BE IT HEREBY ORDAINED by the Walker County Sole Commissioner that the Code of Walker County Georgia is amended, effective December 1, 2020, as follows:

ARTICLE VI: SPECIAL EVENTS PERMIT

Sec. 14-90. - Definitions:

The following definitions shall apply to the interpretation and enforcement of this article:

Director: The Governing authority of Walker County, Georgia, or a designee for the administration of this article.

Producer: Any person, group of persons, organizations, association, club, or other entity responsible for planning, producing and conducting an event. See also section on Identification of Producer.

Sheriff: The Sheriff of Walker County, Georgia.

Special Event: The term “special event” or “event” shall mean any organized activity having as its purpose entertainment or recreation, such as a festival, celebration, foot race, vehicle race, horse race, barrel race, rodeo, concert, parade or march, tour, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way or may impact the health, safety or welfare of the public generally because of the nature of the assembly or the size of the assembly. The term “special event” or “event” does not include an

organized activity having as its purpose entertainment, recreation or education which occurs on county or school board property or in the county public use buildings.

Vendor: Any person or persons or entity engaging in the sale to the public of any food or food products, including beverages, goods, services, or merchandise of whatever nature from any location, either mobile or stationary, on a temporary itinerant basis in connection with a special event. The definition of vendor, as used in this ordinance, shall not be construed to include or prohibit a permanent business, operating under the provisions of business license ordinances and other applicable laws, from displaying goods or merchandise on a public sidewalk immediately in front of and adjacent to the permanent business structure so long as such displays do not impede the normal flow of pedestrian traffic and so long as other laws and ordinances pertaining to such business or displays are complied with.

Sec. 14-91. - Permits.

- (a) *Required.* It shall be unlawful for any person, group, organization, association, club or other entity to conduct or cause to be conducted any special event in unincorporated Walker County without having obtained a valid permit for such event.
- (b) *Geographic limitation; responsibility for police and sanitation service.* A special event shall be limited to the specific geographic area(s) within which the event is to take place and the producer of a special event shall be responsible for the provision of security and sanitation services within the boundaries of the event for a period of two hours past the conclusion of the event or until the area is cleared of all activities and structures related to such event.
- (c) *Time limitation.* Except for the clearing of the area, no special event shall be allowed to continue beyond the time approved on the permit for the event. All permits issued pursuant to this article shall be temporary and shall not vest in the holder any permanent property rights in a permit. 24 hours is permitted for clean-up. Exceptions may be considered by the director, or designee, on a case by case basis prior to the event.
- (d) *Site plan and delineation of boundaries; preservation of areas for circulation.* The outermost boundaries of the special event shall be fully and clearly delineated on a map, which shall be no smaller than 8.5 inches x 11 inches in size, and attached to the application for a permit.

Sketches must include traffic patterns, curb cuts, proposed parking plan and entrance/exit points for emergency vehicles. All public streets and/or sidewalks within and adjacent to such area(s) or public rights-of-way on which government services are impacted shall be

clearly identified. The Fire Marshal requires that all entries, exits and fire lanes be maintained.

The director, or designee, shall require, as part of the approval for the event, that areas no less than five feet in width shall be designated and preserved for public circulation and access to adjoining business establishments outside the area(s) delineated for the event.

- (e) *Maps for walks, runs, rides or races.* The producer of a special event such as a walk, run, ride or race, as to which the provisions of subsection (d) above would not be practicable, shall submit with the application for a permit a map, which shall be no smaller than 8.5 inches x 11 inches in size, showing the exact route of the course for the event.

Sec. 14-92. - Application; fee.

- (a) A producer of a special event shall make an application for a permit for such event at the Walker County Planning Office on a form prescribed by the director. Application forms may be obtained from the Planning Office.
- (b) An application for a special event shall be filed with the director at least 60 days prior to the date the event is scheduled to occur. However, no application shall be accepted earlier than one year prior to the date of the event.
- (c) A nonrefundable *application* fee, as set in the Planning Office fee schedule, shall be paid at the time the application for a permit is filed. Such fee shall be payable to Walker County Planning Office.

Sec. 14-93. - Identification of producer.

The producer of an event, if a group or organization, shall be fully identified on the application. However, a special event permit shall be issued only to an individual person, who may be the actual producer or a designated agent of the producer, and such individual person shall be solely and fully responsible for compliance with all provisions, including all financial requirements, of this article and other applicable laws.

Sec. 14-94. - Administrative review.

The director shall cause the application to be circulated to each government department and/or other agency whose services the director determines would be affected by the nature and activities of the proposed event. Each such department or agency shall review the application and

note the services which it will be required to perform, the number of personnel to perform such services, the length of time to perform such services, the cost to perform such services, and any other information which would assist the director in facilitating the event and services required.

Sec. 14-95. - Special conditions on permit.

Each department of the government reviewing an application may recommend in writing certain conditions or restrictions as deemed necessary to facilitate the event, to comply with other laws or regulations, and/or to ensure the safety, health and welfare of the community. In reviewing the recommendations of the departments, the director may impose such conditions or restrictions as part of the permit and such special conditions so imposed shall be construed to have the full force and effect of law as a provision of this article. A violation of such conditions or restrictions shall be deemed a violation of this article.

Sec. 14-96. - Final approval of permit; minimum review period.

- (a) The director is authorized to approve and issue a permit for a special event after considering all comments and conditions of the reviewing departments and agencies as well as other information pertaining to the proposed event as described on the application, and after the payment of all applicable fees and costs.
- (b) A minimum of 30 working days shall be allowed for the administrative review of an application and the issuance of a permit.
- (c) The government shall either issue or deny the permit no later than 30 working days following the date the completed application is filed. If the permit is denied, the producer shall be notified of the denial; on a written request by the producer for the reason(s) for the denial, the reason(s) for the denial shall be given in writing.
- (d) A special events permit is not transferable. The producer identified on the application is the responsible party for any event. Should the producer of record no longer have an affiliation with a permitted event, a new permit with a new producer must be sought.

Sec. 14-97. - Emergency issuance of permit.

In extraordinary circumstances, the director shall be authorized to waive or otherwise expedite any or all of the review process and to issue a special event permit upon payment by the producer of all applicable fees and costs for such event.

Sec. 14-98. - Permit fees.

- (a) The fee for a permit to conduct a special event shall be based on all services to be provided by the government for such an event and shall be equal to the estimated actual cost to the government to provide such services. The initial permit fee shall be aggregate of the estimated costs of such services calculated by each government department. The director may require a security bond be provided by a producer or a cash deposit, if he determines that a security bond or deposit is necessary to provide for unanticipated expenses in connection with the event. If, at the conclusion of the event, the cost of government services is greater than the initial payment, the producer of the event shall be billed for the difference. Failure to pay the outstanding amount within 30 days of the billing date shall be a violation of this article.
- (b) The initial permit fee must be paid in full at least five (5) business days prior to the date of the event.
- (c) The fees required in this section shall be in addition to the *application* fee and any other fees which may be required by any other ordinances or regulations that might be applicable.
- (d) No producer of any special event, except as otherwise provided for, shall be exempt from the payment of the appropriate fees and charges required under this article. The Board of Commissioners may exempt all or a portion of the fee upon petition of the producer.

Sec. 14-99. - Liability.

The producer of any special event shall indemnify and hold harmless the government of Walker County, Georgia, its officers, departments, constitutional officers, employees and agents from liability of damages arising from any acts or omissions emanating from a special event. An indemnification and hold harmless agreement shall be filed with, and made a part of, the application form. The producer shall be responsible for providing liability insurance that may be necessary for any special event. The insurance requirement is a minimum of \$300,000.00 personal injury per person, \$1,000,000.00 maximum, and \$100,000.00 property damage against all claims arising from permits issued pursuant to this article. The county shall be designated as an additional insured.

Sec. 14-100. - Vendors.

- (a) *Sales permitted.* The sale of food or any merchandise or services of any type by a vendor shall be allowed as a component of a special event provided such vendor is approved and authorized in writing by the producer of the event and shall be conducted in accordance with such conditions and limitations as shall be imposed in writing by the producer and submitted as part for the application for a permit and in accordance with such conditions and limitations as shall be imposed by county, state and federal laws, rules, and regulations.
- (b) *Authorization of vendors.* The producer of a special event shall have sole responsibility and authority to allow or disallow sidewalk or street vending as a component of an event and to designate the location and activities of such vendors. It shall be unlawful for any vendor to engage in such business at any location or in any manner not authorized by the producer of the event. A list of authorized vendors should be provided to the Walker County Planning Office at least three (3) days prior to the event.
- (c) *Identification required.* Any vendor authorized by the event producer shall be required to prominently display on his or her person a badge identifying the vendor as an authorized participant in the event. Such identification shall be not less than three inches by three inches, shall state that the bearer is an official participant in the event, and shall bear the signature of the producer of the event. The producer is responsible for providing all badges to vendors.
- (d) *Permit not required.* Vendors authorized by the producer of an event as a component of the event shall not be required to obtain any separate business license or vendor permit to operate during the period of the event, with the exception of vendors selling or serving beer, wine or distilled spirits. All other vendors, of whatever nature, not authorized as a participant in the special event shall obtain the appropriate licenses and permits as required under other applicable ordinances.
- (e) *Unauthorized vending prohibited.* It shall be unlawful for any vendor not authorized by the producer of a special event as provided under this section to engage in such business within a distance of 25 yards of such event from one hour before until one hour after the event.
- (f) *Exemption.* Whether or not approved by an event producer, a vendor that has been assigned a fixed location for the purpose of conducting business within Walker County may continue to engage in such business at that assigned location during any special event in accordance with other applicable laws.

- (g) *Food sales.* The vendor of any food, whether hot or cold, as a part of a special event shall be subject to all rules and regulations of the Walker County Health Department. It shall be the responsibility of the producer of an event to assure compliance with this section by any such vendors.

Sec. 14-101. - Glass containers prohibited.

The use of glass containers for consumption of food or beverage by attendees within the delineated boundaries of a special event shall be prohibited.

Sec. 14-102. - Law Enforcement Services.

Traffic and crowd control shall be provided by the Walker County Sheriff's Office and the number of officers and/or special arrangements shall be determined by the sheriff. The sheriff and his lawful deputies, and other law enforcement agencies including deputies not assigned to the special event, shall be allowed access to the special event property at all times.

Sec. 14-103. - Emergency Medical Services.

At the discretion of law enforcement and emergency services, an ambulance(s) may be required on site. If required, the producer is responsible for contracting with an ambulance service to provide this public safety provision.

Sec. 14-104. - Toilet facilities.

The director of the Walker County Planning Office, upon consideration of the health safety, and welfare of the attendees of the special event and the community, may require the producer of a special event to provide temporary outdoor toilet facilities at any event. The number of toilets and their locations shall be determined by the director of the Walker County Planning Office.

Sec. 14-105. - Entertainment.

Musical entertainment shall be provided in a manner consistent with the peace and good order of the community. Musical entertainment shall not commence before 10 a.m. and must cease before 11:30 p.m., unless granted a special exception by the director, or designee.

Sec. 14-106. - Fireworks.

Any producer of an event desiring to conduct a public exhibition or display of fireworks shall first obtain a permit from the judge of Probate Court in accordance with the provisions set forth under state law and county ordinances.

Sec. 14-107. - Tents, stages, etc.

Tents, arbors, stages, grandstands or other temporary facilities constructed or erected as a part of a special event shall be approved by the director of the Walker County Planning Office and the Fire Marshal's Office.

Sec. 14-108. - Street closing.

The complete or partial closure of any street, sidewalk or public way of a special event shall be approved by the director in consultation with the sheriff and emergency services. As part of the application, the producer must submit a list of all closures being requested for their event.

Sec. 14-109. - Banners, signs, etc.

Temporary, non commercial banners or signs may be permitted overhead across public streets for the purpose of designating starting and finish lines for a race. Small banners, pennants, signs or other decorations which do not interfere with vehicular or pedestrian traffic, and which do not damage or deface any tree or public structure, may be allowed as part of a special event. Approval of the Walker County Planning Office shall be obtained by the event producer for any banners or signs permitted in this section. The producer of the event shall be responsible for the removal of such banners, pennants or decorations within 24 hours after the close of the event.

Sec. 14-110. - Duration of permit.

No permit issued under this article shall be valid prior to or past the date of the special event for which it is issued.

Sec. 14-111. - Cessation of activities.

The safety, health, welfare and good order of all citizens and the community shall be first and foremost and every special event shall be conducted in such a manner, The sheriff or his lawful deputies may terminate any activity, whether a part of or the entire event, which does not meet this community standard. Upon notification of the event producer in person by the sheriff or his lawful deputies to cease any activity, it shall be unlawful for such producer and/or participant to permit such activity to continue.

Sec. 14-112. - Picketing and demonstrations, etc.

Any person, group or organization engaged in any picketing, demonstrations, assembly, gathering procession or other activity protected by the U.S. Constitution shall be prohibited from blocking the ingress of any public or private place. Any person, group or organization engaged in such activities are required to make an application as set forth in this ordinance. However, any such person, group, or organization shall be exempt from the permit requirements in section 14-91 and the fees set forth in section 14-92.

Sec. 14-113. - Funeral processions.

The provisions of this article shall not apply to any parade or procession conducted under the supervision and direction of a funeral director in conjunction with any funeral.

Sec. 14-114. - Sidewalk cafes; displays.

The provisions of this article shall not apply to any sidewalk cafes or displays as regulated by other laws or ordinances.

Sec. 14-115. - Punishment.

Any violation of the provisions of this article shall be punished as provided in the Official Code of Walker County, Georgia. In addition to the aforementioned fines, the court may impose court costs for each offense.

Sec. 14-116. - Special exclusions.

This article shall not apply to meetings or events of church or religious services or assemblies or county sponsored events. This article shall not apply to regular meetings of the members and guests of civic clubs or organizations or non-profit corporations which hold 501(c)(3) status, but shall apply to any organized activity of such club or organization having as its purpose fundraising and to which the general public is invited to attend.

- (a) Individual or community yard sales are exempt from the permit if they do not exceed four (4) days.
- (b) Children's events such as lemonade stands, etc. are exempt from the permit.
- (c) Private parties hosted by an individual are exempt provided that no monies are exchanged.

APPROVED AND ADOPTED THIS 22nd DAY OF OCTOBER, 2020.

Shannon K. Whitfield
Sole Commissioner
Walker County, Georgia

ATTEST:

Rebecca Wooden
Clerk of Walker County, Georgia

AMBULANCE SERVICES CONTRACT

This Ambulance Services Contract ("Contract") is entered into between Walker County, Georgia, a political subdivision of the State of Georgia ("County"), and CHI Memorial Hospital – Georgia, a Georgia non-profit corporation ("Contractor").

Whereas the County desires to provide 911 emergency and non-emergency ambulance services ("Ambulance Services") within the entire geographical boundaries of the County; and

Whereas the County issued RFP #2020-EMSI ("RFP") requesting proposals from vendors to contract the Ambulance Services; and

Whereas the County reviewed all of the proposals submitted by the vendors, and the County on September 24, 2020 approved Resolution R-024-20 accepting the proposal from the Contractor contingent upon the Contractor executing a contract pursuant to the provisions of the RFP;

Therefore, for and in consideration of the provisions of the Contract, the parties agree as follows:

DEFINITIONS

The following terms shall be defined as follows in this Contract:

The term "EMS Coordinator" shall refer to the Walker County Fire Chief and Emergency Management Director.

The term "EMT" shall refer to a Georgia licensed Emergency Medical Technician, Emergency Medical Technician- Intermediate, or Advanced Emergency Medical Technician.

The term "Paramedic" shall refer to a Georgia licensed Emergency Medical Technician-Paramedic.

The term "ALS Ambulance" shall refer to a Georgia licensed and equipped ambulance staffed by a minimum of one Georgia licensed EMT (basic, intermediate, or advanced) and one Georgia licensed Paramedic.

The term "911 Center" refers to the Walker County Emergency Communication Center (911 Dispatch Center), a state-recognized Public Safety Answering Point, a/k/a PSAP.

DURATION OF CONTRACT

This Contract shall commence on February 1, 2021 at 12:00 am. and shall expire at 11:59 p.m. on January 31, 2025.

RENEWAL OPTION

This Contract may be renewed at the sole discretion of the County for up to two (2) additional one (1) year terms upon written agreement of the parties.

PAYMENTS TO CONTRACTOR

In consideration of services to be provided by Contractor, Contractor shall receive the following payments:

Payment by County:

County shall pay Contractor one lump sum payment of \$1,000,000.00 no later than five (5) days after both parties execute this Contract. This amount replaces the annual \$250,000.00 subsidy that County has paid to the previous ambulance service provider. Said lump sum payment is County's entire financial obligation under this Contract. The sole purpose of the lump sum payment is to fund the Contractor's purchase of the specified ambulance and equipment as set forth in this Contract.

Payment by Patients of Contractor:

Contractor will provide round-trip transport of inmates at the Walker County Detention Center to the closest appropriate hospital or other health care facility at no charge.

Contractor will provide round-trip transport of any municipal or County law enforcement or fire/rescue department personnel who are injured in the line of duty, at no charge.

Upon request of the County Coroner or his/her designee, Contractor agrees to transport deceased persons. County agrees to reimburse Contractor at the current Medicare BLS base rate and mileage.

Contractor's fees to patients are subject to annual rate increases at the beginning of Contractor's fiscal year (July 1).). Contractor agrees that the maximum yearly increase on all patient fees shall be capped at 5% aggregate per fiscal year. The current fee schedule at the time of execution of this contract is as follows:

HCCP Code (Medicare code)	Charge Type	Rate
A0425	Mileage	\$32.00 (per loaded mile to nearest tenth of a mile)
A0426	ALS (Non-emergent)	\$1,066.00
A0427	ALS (Emergent)	\$1,691.00
A0428	BLS (Non-emergent)	\$893.00
A0429	BLS (Emergent)	\$1,423.00
A0433	ASL 2 (Emergent)	\$2,447.00

Contractor shall not charge any fees to County or patients other than as set forth herein.

A. Medicare Patient Fees:

Contractor shall charge Medicare patients who use Contractor's ambulance services fees based on the fee schedule in place at the time of transport and patient acuity level.

Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

B. Non-Medicare Patient Fees:

If the non-Medicare patient has health insurance, Contractor shall bill the insurance company fees based on the fee schedule in place at the time of transport first, and shall exhaust all collection efforts from the insurance company prior to billing the patient personally.

If the non-Medicare patient does not have health insurance, Contractor shall offer said patient the standard CHI Memorial self-pay discount. The current CHI Memorial fiscal year self-pay discount is 61.4%.

SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall be responsible for providing 911 emergency and non-emergency ambulance service to all persons located in Walker County, Georgia, including the incorporated and unincorporated areas of the County.

Contractor must provide emergency services from the scene to the appropriate health facility or other location for all persons in the service area. If a patient requires advanced care beyond the capabilities of area facilities, the patient will be transported to the closest appropriate facility, as long as in doing so does not jeopardize the patient's health.

All ambulances and crews are to be dispatched and monitored by Walker County Emergency Communication Center (911 dispatch center).

Contractor shall provide five (5) ALS ambulances and crews (1-EMT-Intermediate or Advanced EMT and 1 Paramedic per ambulance) twenty-four (24) hours a day. All ambulances will operate seven (7) days a week in the coverage area of Walker County while this Contract is in effect.

County shall allow Contractor six (6) months from February 1, 2021 to transition EMTs to Advanced EMTs.

Contractor shall provide one (1) EMS supervisor (Georgia licensed EMT-Intermediate, Advanced EMT, or Paramedic) and a Georgia EMS licensed vehicle with appropriate equipment for the supervisor to respond to calls for service and perform daily operational tasks. The EMS Supervisor will operate twenty-four (24) hours a day, seven (7) days a week in the coverage area of Walker County while this Contract is in effect. The supervisor will not be assigned to an ambulance at any time, nor float to supervise other coverage areas (other counties) unless requested for a mutual aid response.

The services provided by Contractor shall include, but not be limited to, the management and operation of all ambulances, including Advanced and Critical Care Units; additionally, the service shall include medical supply purchasing, stocking and restocking of all medical supplies for fire department first-responder units (including municipal and County), all fleet maintenance, and public education.

Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the County EMS Coordinator, County Sheriff, Fire Chief or Police Chief of any municipality located within the County, at no additional charge to the County, when there is reason to believe a life-threatening public emergency presently exists or is imminent in the County, which includes standing-by at a fire, rescue and hazardous materials response incidents. This shall be within the guidelines approved by the County.

When an ambulance is taken out of service due to mechanical failure or accident, Contractor shall make available a replacement ambulance within thirty {30} minutes, unless there are extenuating circumstances approved by the EMS Coordinator, or his/her designee.

When an ambulance is to be taken out of service for preventative or routine maintenance that requires more than one hour of time, Contractor must put in place another ambulance, until such time as the other ambulance is returned to service.

Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, fuel, medical supplies, vehicles, equipment, license and permit fees, and compliance costs and fees.

Any change to the aforementioned staffing plan requires written approval of the EMS Coordinator.

Contractor shall participate in the Walker County 911 Quarterly Board Meetings. Contractor must comply with all of the County Emergency Operations Plans, or successor plans adopted and approved by Walker County and/or Emergency Management whenever the provisions of such plan or plans are in effect.

Contractor shall participate in at least one (1) community disaster drill per calendar year, as directed by Walker County Emergency Management.

Scheduled non-emergency transports (NET) calls will not be covered under this Contract.

LOCATION OF AMBULANCES

The EMS Coordinator and Contractor shall mutually determine the locations where the ambulances are to be stationed. These locations may be changed by mutual agreement during the term of the Contract.

AMBULANCE RESPONSE TIME AND DAMAGES

The term "emergency request" includes any emergency service request, within the coverage area of Walker County, received by Contractor from 911 Dispatch.

Response to emergency requests shall be determined the moment Contractor's ambulance is notified of the emergency service request. Contractor has a duty to immediately notify 911 Dispatch that they are responding to an emergency service request.

As set forth in the map attached hereto as Exhibit "A", County has designated and divided the County into two divisions: Division 1 (North) and Division 2 (South). In each division, the map also designates Urban and Rural areas. Contractor shall maintain equal response times for the north and south divisions of the County. Within each division, average response times will be outlined for areas identified as urban and rural.

For purposes of determining Contractor's compliance with the response time standards, and for calculating damages, every emergency request for ambulance service shall be counted, except as follows:

- Requests during a disaster, locally or in a neighboring jurisdiction, that a Contractor's ambulance is dispatched
- When inclement weather conditions exist
- Other exception requested and approved by the EMS Coordinator

Failure of Contractor to meet response time requirements over the course of a calendar month may result in a charge of penalty fees based on the following:

Divisions are calculated separately

Division 1 (North):

- Areas Designated Urban less than 12 minutes
- Areas Designated Rural less than 18 minutes

Division 2 (South):

- Areas Designated Urban less than 12 minutes
- Areas Designated Rural less than 18 minutes

Failure of the Contractor to meet response time requirements over the course of a calendar month may result in a charge of penalty fees based on the following: Damages per monthly period, per area: ALS Responses= \$2,500 penalty. Penalties are only assessed if response times exceed response time requirements on a monthly average.

Division 1 (North):

- Areas Designated Urban less than 12 minutes
- Areas Designated Rural less than 18 minutes

Division 2 (South):

- Areas Designated Urban less than 12 minutes
- Areas Designated Rural less than 18 minutes

EXAMPLE: Division 1 Urban has a 14 minute average response time Division 1 Rural has a 17 minute average response time Division 2 Urban has an 11 minute average response time Division 2 Rural has a 20 minute average response time There are two areas where the provider failed to meet the require response time (Division 1 Urban and Division 2 Rural), resulting in a penalty totaling \$5,000.00 Any penalty assessed is considered a breach of contract and is subject to contract termination.

NOTIFICATION

The EMS Coordinator must be notified immediately by Contractor whenever the following occurs: Any single incident or accident requiring the response of two (2) or more ambulances; mass casualty incidents; or motor vehicle incidents involving a Contractor operated ambulance.

Contractor must provide the EMS Coordinator the ability to log on to GEMSIS for the purpose of monitoring activity reports, with no ability to change reports or access to patient identification information.

COORDINATION WITH FIRST RESPONDERS

Contractor shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation. The Contractor shall provide an on-scene exchange of disposable medical supplies used by the fire departments at no charge. Should there be an inability to exchange medical supplies on scene, the Contractor's County supervisor will exchange the utilized medical supplies immediately following the incident.

The first agency on the scene shall have primary responsibility for patient care until such time as care is turned over to Contractor. The highest-ranking fire department officer on the scene shall have scene control as Incident Commander.

Contractor will make available to all Walker County First Responders (to include Walker County FD, LaFayette FD, Rossville FD, and Lookout Mountain FD personnel) the NAEMT cadre of classes (as referenced above) for the cost of certification only when they are holding them for the Contractor's personnel. Separate classes for first responder departments will be on a request basis and scheduled with the Contractor as time permits.

COMPLIANCE REQUIREMENTS BY CONTRACTOR

Contractor must obtain and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. Contractor must provide copies of all licenses and renewals to the EMS Coordinator. Contractor must immediately notify the EMS Coordinator if any of the Contractor's licenses, permits certificates or other approvals are modified, suspended, or revoked.

Contractor must maintain compliance with the Official Code of Georgia Annotated, Title 31, Chapter 11, Article 1. The Contractor shall have an established EMS accredited service with all established Emergency and Non-Emergency operations in close proximity to the County or who otherwise demonstrate an ability to "float" additional ALS ambulances and crew to the County during periods of high volumes.

County will maintain the Georgia Ambulance Service License for Walker County.

Contractor must maintain compliance with the Georgia Department of Human Resources, Division of Public Health, and the current Office of EMS/Trauma Procedure Manual. Contractor has provided County a copy of its State of Georgia EMS certificate, and Contractor shall provide a copy of any renewals of the certificate that occur during the term of the Contract. Contractor shall immediately notify County if for any reason its certificate is modified, suspended or revoked.

Contractor must maintain compliance with the Northwest Georgia Region 1 EMS Council Emergency Medical Services System Zoning Plan.

AMBULANCE SPECIFICATIONS

All ambulances shall be in good working condition and physical appearance.

Each ambulance must be equipped with all items required by the Georgia Department of Human Resources, Division of Public Health, Office of EMS/Trauma.

Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

Each ambulance must permanently display the name of or other suitable corporate identification or logo on the outside of the vehicle along with that vehicle's state identification number.

Every ambulance shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

EMS Coordinator, or his/her designee, shall have the right to inspect the ambulances stationed within the coverage area.

Contractor will be responsible for supplying vehicles, equipment and supplies, radios that meet or exceed standards for inter-operable communications with the Walker County Emergency Communication Center. County will install and maintain AVL (Automatic Vehicle Locator) hardware manufactured by CAD Contractor to be used by County 911 Dispatch to track and locate the closest appropriate ambulances for emergency calls that will be located in the County. All vehicles shall be equipped with a compatible transponder to be tracked by 911 Dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the Contract for response to public needs.

Each ambulance and any other vehicle supplied for operation within the County must be equipped with an in-vehicle video recording device such as Drive Cam, Digital Ally or similar system to insure the safe operation of emergency vehicles.

Contractor shall supply and maintain fully operational vehicle (mobile) and portable radios as required for it to perform hereunder. All radios shall operate on frequencies required in the Georgia Region One EMS Communications Plan, all HEAR frequencies, and those used by the County.

HEAR: 155.340 MHz

Chattanooga Regional Hospital Communications: 155.280 MHz

CONTRACTOR PERSONNEL

Clinical performance must be consistent with approved medical standards and protocols and guidelines set forth by the State of Georgia.

Contractor shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than 36 consecutive hours followed by a minimum of 12 hours off-duty. Contractor shall provide working conditions that assist in attracting and retaining highly qualified personnel.

Contractor shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

It shall be of the utmost importance that employees of Contractor strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

The parties understand that training and educational requirements change from time to time for EMT-Is or Advanced EMTs and Paramedics as new protocols and medical treatments are approved by the Georgia Department of Human Resources, Division of Public Health, Office of EMS/Trauma and/or the Medical Director. Contractor agrees that County may require

additional training or education for EMT-Is, EMT-As and Paramedics for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of Contractor.

Each ambulance will be staffed with a minimum of an EMT-Intermediate or Advanced EMT and Paramedic licensed in both Georgia and Tennessee. Each staff member will have additional education in the following disciplines:

- American Heart Association - BLS (Basic Life Support for Healthcare Providers)
- National Association of EMT's cadre of classes to include
 - o PHTLS (Pre Hospital Trauma Life Support)
 - o EPC (Emergency Pediatric Care)
 - o EVOS (Emergency Vehicle Operator Safety)
 - o GEMS (Geriatric Education for Emergency Medical Services)
 - o AHDR (All Hazards Disaster Response)

Paramedics will have additional credentialing in the following disciplines:

- American Heart Association - ACLS (Advanced Cardiac Life Support)
- National Association of EMTs-AMLS (Advanced Medical Life Support)

Each ambulance will be equipped with all equipment required by the Georgia Department of Health, Division of EMS and Trauma as well as some additional equipment to include LUCAS device for the treatment of cardiac arrest patients. Contractor's pharmaceutical formulary shall meet or exceed the State of Georgia's minimum requirements.

All of Contractor's personnel must be trained and receive certification as being NIMS (National Incident Management System) compliant.

Contractor must have in place a program for random drug screening of all personnel providing services under the Contract. Further, Contractor will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

Contractor shall provide to the EMS Coordinator an approved method for monitoring driver performance for all ambulances providing service under the Contract. County is to be provided with reports on driver performance as requested by the EMS Coordinator.

County requires professional and courteous conduct at all times from Contractor's field personnel, middle management, and top executives. Contractor shall employ highly trained paramedics, EMT-Is, Advanced EMT's, and support staff to provide patient care and to operate Contractor's vehicles and equipment.

Each EMT-I, AEMT and Paramedic shall be physically capable of performing the tasks assigned by Contractor, shall be clean in dress and person, and shall display their name and certification

on a photo identification badge in an appropriate manner visible to the patient. Contractor's employees shall conform to Contractor's dress code.

Contractor shall make effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

Should complaints arise regarding a patient's level of care, response time, or Contractor's employee action or inaction, such concerns from the EMS Coordinator must be responded to within 48 hours and include actions to be taken, including disciplinary action and other corrective measures.

Contractor will have local staff available or a toll-free phone number, capable of discussing and resolving billing questions.

Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to its employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

Contractor shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the County prior to commencement of this Contract. This shall include a weather mitigation plan to maximize response times and decrease injuries when threatening weather is approaching.

County shall provide for housing accommodations of Contractor personnel at existing fire stations or designated County buildings.

CONTRACTOR'S USE OF OWN EXPERTISE AND JUDGMENT

Contractor is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise Contractor's own strategies and tactics for performing the services.

PERFORMANCE REVIEW

County shall conduct a monthly evaluation of the performance of Contractor during the first six (6) months of this Contract, and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, County may conduct intermittent evaluations, or at such times specified by the County. This will include, but not be limited to, issues of compliance with the terms of this Contract.

INDEMNIFICATION

Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, employees, and representatives, from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of Contractor and to the extent arising out of the performance by Contractor, its employees, or agents in providing ambulance services under this Contract.

Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

County has no obligation to provide legal counsel or defense to Contractor in the event that a suit, claim or action of any character is brought by any third party that is not a party to the Contract against Contractor as a result of or relating to performance or obligations of the services under this Contract.

Except as expressly provided herein, County has no obligation for the payment of any judgment or the settlement of any claims against Contractor as a result of or relating to obligations under the Contract.

Contractor shall immediately notify County, c/o Governing Authority of Walker County, of any claim or suit made or filed against Contractor regarding any matter resulting from or relating to Contractor's obligations under the Contract, and will cooperate, assist and consult with the County in the defense or investigation thereof.

MINIMUM INSURANCE REQUIREMENTS

Before the date Contractor begins to provide service in the County, Contractor shall purchase and provide, in a company or companies licensed to do business in the State of Georgia, such insurance as will protect the County from claims which may arise or result from the Contractor's operations under the contract, or by anyone for whose acts the Contractor may be liable.

The insurance required shall be written for not less than any limits or liability specified below or required by law, whichever is greater. All policies shall provide for 60-day notice to the County of cancellation or alteration in coverage. Certificate of coverage should be provided to County upon Contractor's annual insurance policy renewal. County shall be listed as an additional insured on each insurance policy. Contractor shall maintain through the life of the Contract, insurance through insurers rated A- or better by A.M. Best, in the following minimal limits:

- Commercial general liability insurance - \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- Professional medical malpractice insurance - \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- Worker's compensation coverage to statutory limits as required by law;

- Employers' liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee.
- Personal injury protection (PIP) or medical payment coverage as required by law.
- "Umbrella" coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a "Form Following Excess" policy.

PERFORMANCE BOND. Contractor must supply a Performance Bond, or irrevocable letter of credit, in the amount of \$250,000 for each year that this Contract is in effect. County reserves the right to adjust bonding requirements. Contractor shall pay for all costs associated with this bond.

DEFAULT. If either party materially breaches the provisions of this Contract, the non-breaching party shall provide written notice to the breaching party. The written notice shall set forth the breach. If the breaching party does not cure the breach within 20 days of the date that the breaching party receives notice of the breach, the non-breaching party may declare this Contract to be in default, and the non-breaching party may pursue all remedies and seek recovery of all damages permitted by law.

For example, if the Contractor breaches this Contract by materially failing to provide the ambulance services pursuant to the provisions of this Contract, then among other remedies and damages, County may seek recovery of the prorated portion of the \$1,000,000 that County paid to Contractor promptly after the execution of this Contract. Following is an example of the calculation of the prorated portion of the damages: The daily per diem of the Contract is \$684.93 (\$1,000,000 divided by 365 days per year times 4 years). If the date of default is the 365th day of the Contract, then there are 1095 days remaining in the four year Contract. 1095 days times \$684.93 per day equals prorated damages in the amount of \$749,998.35.

All provisions of the RFP, the proposal, and other documents a part thereof are incorporated herein by reference as if set out fully in this Contract. If there are any conflicts between the provisions of the above referenced documents and this Contract, the provisions of this Contract shall control.

The parties shall comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act, as amended and as applicable.

NON-DISCRIMINATION AND NON-CONFLICT STATEMENT. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor states that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and all other federal and state employment laws as applicable. Contractor states that it does not, and will not, engage in any illegal employment practices.

Contractor shall execute the following affidavits, which shall be a part of this Contract: (1) compliance with Georgia Security and immigration Compliance Act; and (2) a non-collusion affidavit.

Contractor states that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with its performance of this Contract. Contractor warrants that it shall not, directly or indirectly, provide to any County officer or employee any compensation, or gifts related to this Contract.

Contractor shall not violate the requirements of the Anti-Kickback Statute. Contractor shall comply with the statute's policies regarding pricing and discounts.

This Contract shall be binding and inure to the benefit of the parties and their permitted successors and assigns. Neither party shall, without the prior written consent of the other party, assign or subcontract this Contract, or any rights or obligations hereunder, to a third party.

This Contract shall be enforced and construed in accordance with the laws of the State of Georgia, irrespective of any conflict of law provisions thereof. In addition, in the event of any dispute concerning the terms and conditions of this Contract, or the performance thereof, the parties agree that the sole and exclusive jurisdiction and venue of any claim arising out of such dispute shall lie in the Walker County Superior Court.

This Agreement shall be enforced and construed in accordance with the laws of the State of Georgia, irrespective of any conflict of law provisions thereof. In addition, in the event of any dispute concerning the terms and conditions of this Agreement, or the performance thereof, the parties agree that the sole and exclusive jurisdiction and venue for the initiative of any claim arising out of such dispute shall lie in the Walker County Superior Court.

Any notice or other communication required or permitted to be delivered hereunder shall be deemed delivered or hand delivered or mailed to the part in interest as follows:

If to County: Walker County, Georgia
County Commissioner
101 South Duke Street
LaFayette, GA. 30728

If to Contractor: CHI Memorial Hospital – Georgia
Emergency Medical Services
2525 DeSales Avenue
Chattanooga, TN 37404
Attn: Director of EMS

This Contract is executed as follows:

WALKER COUNTY GEORGIA

By: _____

Date:-----

Shannon K. Whitfield, Sole Commissioner

Attest:

Rebecca Wooden, County Clerk

AFFIX COUNTY SEAL

CHI MEMORIAL HOSPITAL - GEORGIA

By: _____

Date:-----

Print Name and Title:----- Attest:

Print Name and Title:----- AFFIX

CORPORATE SEAL

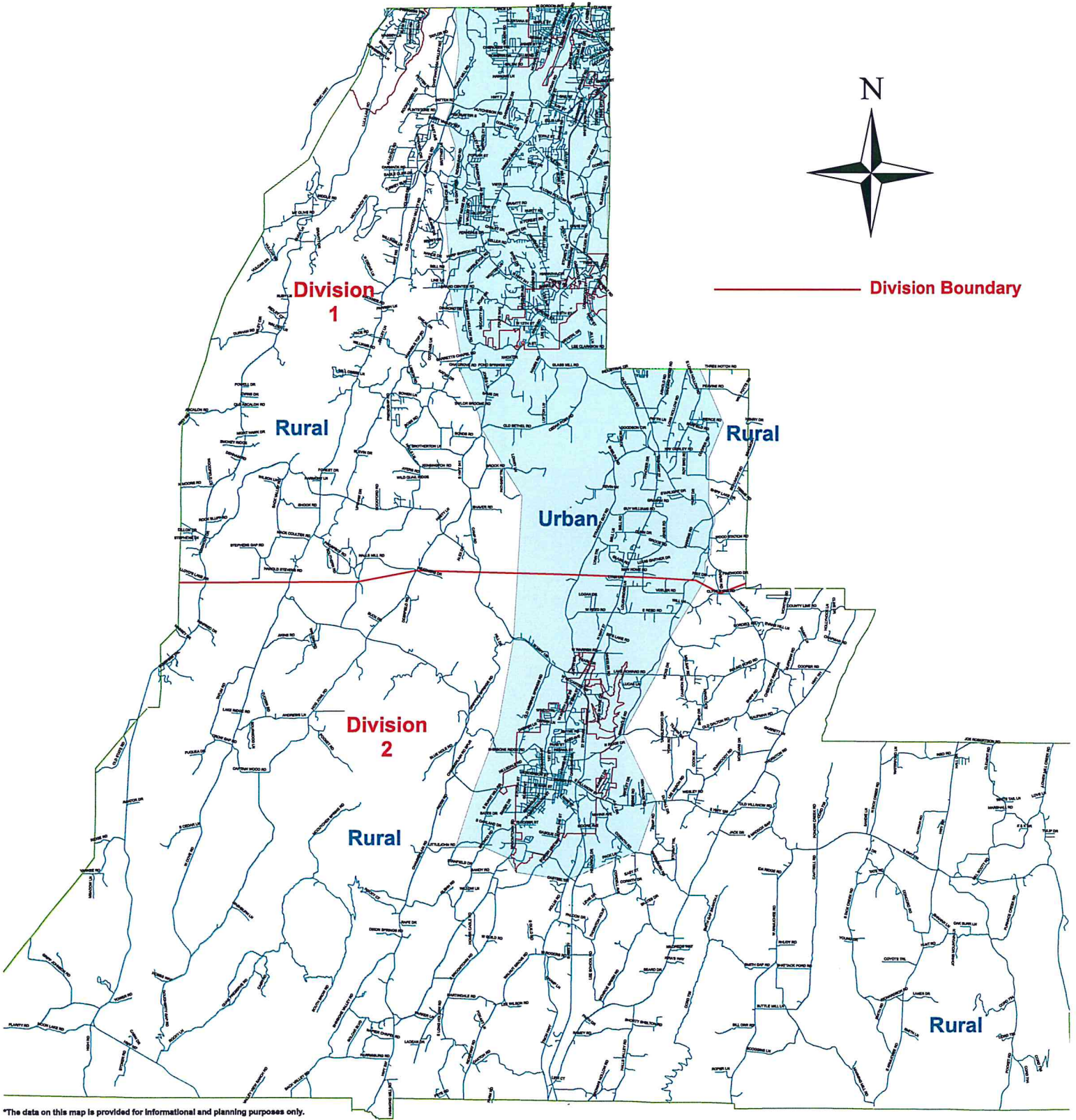
CHI CONTRACTOR ADDITIONAL PROVISIONS ADDENDUM

This Additional Provisions Addendum (“Addendum”) is part of that certain Ambulance Services Contract as of February 1, 2021 (the “Underlying Agreement”), by and between CHI Memorial Hospital – Georgia (referred to in this Addendum as “Memorial”) and Walker County, Georgia (referred to in this Addendum as “County”). In the event any provision of this Addendum conflicts with one or more provisions of the Underlying Agreement, then the terms of this Addendum shall apply.

1. **Compliance with CHI Standards of Conduct.** Each party shall comply with the CommonSpirit Health Initiatives (“CSHI”) *Standards of Conduct* as set forth in the *Our Values & Ethics at Work Reference Guide*, available at <http://www.catholichealthinitiatives.org/corporate-responsibility>. Specifically, in performance of this Agreement, each party shall:
 - i. Exercise good faith and honesty in all dealings and transactions;
 - ii. Create a workplace that fosters community and honors and cares for the dignity, safety and well-being of all persons in mind, body and spirit;
 - iii. Maintain a high level of knowledge and skill among all who serve in order to provide high quality care and safety;
 - iv. Observe all applicable laws and regulations that govern the Agreement;
 - v. Maintain the integrity and protect the confidentiality of patient, resident, employee and organizational information;
 - vi. Avoid conflicts of interest and/or the appearance of conflicts; and
 - vii. Use resources responsibly.
2. **Ethical and Religious Directives.** COUNTY recognizes that MEMORIAL is subject to the United States Conference of Catholic Bishops’ *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/> (“ERDs”). Nothing in this Agreement shall cause MEMORIAL to violate the ERDs. As of the Effective Date, MEMORIAL represents that this Agreement complies with the ERDs.
3. **Legal Compliance.** COUNTY shall comply with all applicable laws, rules, and regulations.
4. **Insurance.** COUNTY shall maintain usual and customary insurance in sufficient amounts to cover COUNTY’s obligations under the Agreement. Upon reasonable request, COUNTY shall provide proof of applicable insurance policies to MEMORIAL.
5. **Access to Records.** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, COUNTY shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of the Underlying Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by COUNTY under the Underlying Agreement. If COUNTY carries out any of its duties under the Underlying Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.
6. **[Intentionally Omitted]**
7. **No Exclusion.** Neither party is or has been excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded program (“Exclusion”). Each party shall immediately notify the other of any threatened or actual Exclusion. If a party is so debarred, suspended, or excluded, this Agreement may be terminated upon thirty (30) days’ notice, unless the excluded, debarred or suspended party is able to be removed from the provision of services under this Agreement.
8. **[Intentionally Omitted]**

9. **Confidentiality.** COUNTY shall treat all non-public information obtained as part of the Underlying Agreement as confidential and shall not, without written authorization from MEMORIAL, release or share such information with any third party, except as may be required by law. COUNTY agrees that, before reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, it will first discuss any potential legal or compliance matter with MEMORIAL's Corporate Responsibility Officer and CHI Legal Counsel and, unless otherwise required by law, provide CONTRACTOR an opportunity to investigate and appropriately report any compliance matter brought to its attention by COUNTY. COUNTY agree that all information related to the Underlying Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent the CONTRACTOR except: To the extent necessary to comply with any law, rule, or regulation, including without limitation any rule or regulation promulgated by the SEC or valid order of any governmental agency or any court of competent jurisdiction; as part of its normal reporting or review procedure, to its auditors and its attorneys; to the extent necessary to obtain appropriate insurance, to its insurance agent; or as necessary to enforce its rights and perform its obligations under the Underlying Agreement. Notwithstanding the foregoing, the parties understand COUNTY is subject to the Georgia Open Records Act, which means a copy of this Agreement will be made available upon appropriate request and at the COUNTY commissioner's meeting (including on the COUNTY's website).
10. **No Kickback.** Nothing in the Underlying Agreement shall be construed as an offer for payment by one party to the other of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.
11. **Responsibility for Own Acts.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under the Underlying Agreement.
12. **Independent Contractors.** The parties are independent contractors. Neither is authorized or permitted to act as an agent or employee of the other. Nothing in the Underlying Agreement shall in any way alter the freedom enjoyed by either party, nor shall it in any way alter control of the management, assets, and affairs of either party. Neither party, by virtue of the Underlying Agreement, assumes any liability for any debts or obligations of a financial or legal nature incurred by the other party.
13. **PHI.** To the extent COUNTY inadvertently receives or has access to any "protected health information" ("PHI") through performance of the Underlying Agreement, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, and as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), COUNTY agrees to hold such PHI in confidence. COUNTY will ensure that all employees, agents, contractors, representatives, other third-parties that access PHI on COUNTY's behalf are obligated (a) to maintain the confidentiality of all PHI to which it may have access; and (b) to use PHI solely as permitted by applicable law or regulation.

Exhibit "A"



*The data on this map is provided for informational and planning purposes only.



BY THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA
A PROCLAMATION
VETERANS DAY 2020

- WHEREAS: President Dwight D. Eisenhower signed the first Veterans Day proclamation in 1954 and called on our nation to “solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom”; and
- WHEREAS: Since the dawn of this nation, veterans have defended our way of life with integrity, dedication and distinction; and
- WHEREAS: We are proud to honor all veterans for their service, sacrifice and devotion, and wish to extend the appreciation of our citizens to those who have worn the uniform of the United States Armed Forces; and
- WHEREAS: Walker County citizens have a rich history of celebrating service members by participating in events like the LaFayette Woman’s Club Veterans Day Program at LaFayette High School and the Tribute to America for Catoosa and Walker County at the Colonnade; and
- WHEREAS: Over 4,200 Walker County residents devoted their talents to assist our country through military service;
- THEREFORE: I, Shannon K. Whitfield, Sole Commissioner of Walker County, Georgia, do hereby proclaim November 11, 2020 to be observed as VETERANS DAY in Walker County, Georgia in honor of our local veterans, and in remembrance of those who devoted their lives to protect our freedoms. I call upon our citizens to extend their gratitude and unending support to our many heroes.

Signed and sealed this 22nd day of October in the year 2020.

Shannon K. Whitfield, Sole Commissioner
Walker County, Georgia





BY THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA


A PROCLAMATION

JAMES CROSS DAY

- WHEREAS: James Ulysses Cross has resided in the McLemore Cove area of Walker County for over 80 years; and
- WHEREAS: During World War II, Mr. Cross joined the Army at the age of 21, serving as a member of the 66th Infantry Division, commissioned into the European Theatre; and
- WHEREAS: In combat, Mr. Cross held the rank of Private First Class, serving on a nine-man gun crew as a cannoneer, performing duties including loading, firing, cleaning, maintaining and operating a 105 MM gun during the Northern France Campaign; and
- WHEREAS: After the war, Mr. Cross returned to the Cove, married, had two daughters and purchased his own farm and dairy; and
- WHEREAS: We are proud to honor Mr. Cross and all veterans for their service and sacrifice, and wish to extend the appreciation of our citizens to those who have worn the uniform of the United States Armed Forces; and
- WHEREAS: We honor all service members on Veterans Day on November 11th, and a few weeks later, Mr. Cross will celebrate his 97th birthday on November 30th;
- THEREFORE: I, Shannon K. Whitfield, Sole Commissioner of Walker County, Georgia, do hereby proclaim November 30, 2020 to be JAMES ULYSSES CROSS DAY in Walker County, Georgia in honor of Mr. Cross' years of service to our country and community. I urge all citizens to thank Mr. Cross for his loyalty, dedication and meritorious service.

Signed and sealed this 19nd day of October in the year 2020.




Shannon K. Whitfield, Sole Commissioner
Walker County, Georgia

Applicant: Hagaman Construction

Map & Parcel: 0119 002 **Rezone from:** C-1 **to:** Residential PUD

PLANNING COMMISSION RECOMMENDATION:

10-15-2020 APPROVED AS SUBMITTED
_____APPROVED WITH CONDITIONS
_____TABLED
_____DENIAL

COMMISSIONERS FINAL DECISION:


_____APPROVED AS SUBMITTED
_____APPROVED WITH CONDITIONS
_____TABLED
_____DENIAL


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

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

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

Signature of Petitioner/Owner:

 09/16/2020
OWNER **DATE**

 09/16/20
PETITIONER **DATE**

Applicant: Hagaman Construction

Map & Parcel: 0101 001 **Rezone from:** R-2 **to:** Residential PUD

PLANNING COMMISSION RECOMMENDATION:

10-15-2020

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

DENIAL

COMMISSIONERS FINAL DECISION:

APPROVED AS SUBMITTED

APPROVED WITH CONDITIONS

TABLED

DENIAL

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

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

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

Signature of Petitioner/Owner:

 09/16/2020
OWNER **DATE**

 09/16/20
PETITIONER **DATE**

Applicant: Tyler and Angela Anderson

Map & Parcel: D-064-007 Rezone from: R1 to: A1

PLANNING COMMISSION RECOMMENDATION:

10-15-2020 APPROVED AS SUBMITTED
APPROVED WITH CONDITIONS
TABLED
DENIAL

COMMISSIONER'S FINAL DECISION:

APPROVED AS SUBMITTED
APPROVED WITH CONDITIONS
TABLED
DENIAL

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

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

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

Signature of Petitioner / Owner:

Angela Anderson
PETITIONER DATE

Tyler and Angela Anderson 09/09/2020
OWNER DATE