

## 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, November 12, 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 and Commissioner Meeting that was held on October 22, 2020

Old Business:

- I. Marion Hutcheson Estate requests a partial rezone from A-1/C to R-2 for property located at Tax Parcel Map 0-102-002 (***First Public Hearing was on February 20, 2020 at the Planning Commission Meeting, the second Public Hearing was on February 27, 2020 prior to the Regular Scheduled Commissioner's Meeting where this request was tabled by Commissioner Whitfield.***)

New Business:

- II. Resolution R-029-20 to Declare Property From Various Departments as Unserviceable Surplus and Removed from the County Inventory
- III. Resolution R-030-20 to Modify a Promissory Note, numbered Loan No. 2014L19SW between the Georgia Environmental Finance Authority and Walker County
- IV. Hunger Free Month Proclamation
- V. Fire Services Agreement between Walker County Fire Rescue and Catoosa County Fire Department for the Provision of Automatic Aid on Certain County Roads

**NOVEMBER 12, 2020 AGENDA CONTINUED**

- VI. Agreement of Funding for Prosecution Based VOCA program for District Attorney's Office, per CJCC Grants C19-8-102 & C19-8-103
- VII. Walker County Departmental Statistics – October 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 19, 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 22, 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 22, 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 reviewed a request from Hagman Construction requesting a rezone from C1 to Planned Unit Development (PUD) property located at 180 Hutcheson Drive, Rossville, Georgia 30741 Tax Map Parcel # 0119-002. Commissioner Whitfield included that item number two was for the same Hagman Construction and he would be

reviewing both during this time. The second is requesting R-2 to PUD for property located at Hixson Drive in Flintstone. Tax map and parcel number is 0101-001. Commissioner Whitfield asked if anyone was present either for or against these requests. Mr. Ben Hagaman spoke and presented briefly the development regarding the homes, amenities, and target price low to mid \$200,000.00 up to low \$300,000.00. Jeff Wells spoke regarding the property that adjoins the buffer zone. The rules state 25' but he is asking for a 50' buffer.

- II. Commissioner Whitfield reviewed a request from Tyler and Angela Anderson for a rezone from R-1 to A-1 for property located at 1581 Chattanooga Valley Road, Flintstone, Georgia 30725 . Tax Map and Parcel # 0-064-007 from the minutes from that meeting. They had talked to you about no more than five large animals. No more than 12 chickens, no more than five goats in those swines at all. Commissioner Whitfield discussed with Mr. Anderson in which Mr. Anderson has agreed to no more than three large animals. Commissioner Whitfield asked if this was correct and Mr. Anderson stated, "Yes, that was correct." Commissioner Whitfield thanked Mr. Anderson and asked if anyone would like to speak about this rezone in Chattanooga Valley at 1581 Chattanooga Valley Road. Hearing none Commissioner Whitfield moved to the next item on the Agenda
  
- III. Commissioner Whitfield read Ordinance number O-02-20 an ordinance amending Title 27, Article 5, Chapter 30 of the code of Walker County, Georgia regarding the international property maintenance code. As indicated, the main change here is that if you're going to have a couple of vehicles that you don't have an insured license on. Cars that are inoperable, project cars, historic cars or something that you're holding on to that you want to keep. We're just asking you to move them behind your house, your structure, your barn, or basically out of the view of the front of your road, and then tarp those vehicles or buy a car cover that fits it. You've had those vehicles to cover which is the clarification that we're trying to make right now. A person can have two vehicles in the front yard, sitting on blocks and it meets the current standards. It's not a positive look for home values if you've got a vehicle that's dismantled, sitting on blocks, or jacked up in the front yard. One reason for the covering is sometimes people will have vehicles that don't have an engine or it might not have a hood on it. We've got cases where there are trees growing through the car. Which is another reason for the car cover. If you've got it covered it will be hard for vegetation to grow up through the vehicle. Commissioner Whitfield asked if anyone had any comments and Michael Keys came forward. Mr. Keys stated that this shouldn't be put into place because it wasn't fair. If someone wanted to have inoperable cars in their yard and the neighbors didn't complain that should be fine. The next comment was from Robert Blakemore. Mr. Blakemore has been very hard against this. We're three months from a new form of government. I asked that you table this. You've had four

years and you wait until now. I've talked to some of the other candidates. I won't call her name, and they have felt the same way. I've been very hard against it and I'm not against the coach particularly, but I am against Ron and the County as HOA, and I feel like that's why we're done. I've been boots on the ground and I've heard the same thing in cities. I have strict codes, and there's HOA's they have strict codes. People moved to the rural County so they can have two cars because in Rossville a lot of the public is their income \$17,000. So, theoretically they could have a couple of cars. They tinker around all year to buy their kids Christmas. Do you want to put them out of that? I'm going to give you something to think about. I asked you to table this.

- IV. Commissioner Whitfield explained the Special Event Permit, the term special event or event shall mean any organized activity, having its purpose, entertainment or recreation. Which includes a festival celebration, foot race, vehicle race, horse race, barrel race, rodeo, concert, parade, march tour, rally, or assembly. In which takes place on the public streets, sidewalks, roadways, or curves on private property and impacts government services on public right away, or may impact the health, safety, and 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 its purpose or proposed entertainment, recreation, or education. Which occurs on County or school board property, or is in the County public use buildings, and then there are on the, toward the end of this there's exclusion sections, 14-1-16. 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, members, guests of civic clubs, organizations, nonprofits, or nonprofit corporations. Which hold C3 status, but shall apply to any organized activity of such club or organization having as its purpose fundraising into which the general public is invited, individuals or community yard sales are exempt from a permit: A) If they do not exceed four days, B) children's events such as lemonade stands are exempt from the permit. Private parties hosted by individuals are exempt provided. There are no monies in exchange. This is something that has been in collaboration, and been requested by our sheriff to have a permitting process that does have language in there or a fee schedule. Right now the fee schedules are going to be zero. There's not going to be any calls for an application or a permit. This is mainly to give a notice to the County. As an example, someone's going to have a 5k race as a fundraiser, which are great events. They're going to have 500 people, and they're going to do it on July 4th weekend. It's predicted to be 95 degrees and 95% humidity. The part of that communication is to make sure that the proper emergency services ambulance vendors make sure you have proper sanitation for restrooms. Also for the fact of if there's insurance that's needed. One of our neighboring counties, Dade County, not long ago implemented such a thing because they had had a death and one person paralyzed. There

was a public event and there weren't any insurance requirements. Therefore, there was no insurance by the event planner. So again, this is more about communication. This is not trying to limit anyone from assembling. This doesn't preclude anyone that wants to have a protest, a March, freedom of speech, or any of those types of things. This is really set to communicate from a public safety standpoint to make sure all proper entities within the County are notified, especially when there's events that may host food vendors. Part of the notification process would be to the environmental health, so make sure that they are notified. It is all about repeated public safety which includes people having fun events and people being able to enjoy the community and our natural beauty and be able to, to do things that are in public space. So we're not saying they can't use public space, we just need to coordinate the use of the public space. Commissioner Whitfield asked if anyone that would like to speak on this topic tonight? Eric Bruce came forward and asked if this would affect his business of music lessons. They play music/concerts in their store. There are around 30 people and they park off the road. Commissioner Whitfield answered, in your situation where you're located in a business district, as long as you've got adequate parking within your provided space and that you're not out into the public right away. And if you come up and you're going to have 300 people and they're going to be parked down the sides of the roads and people walking, that would impact their services. If you're out of the nature business and you've got adequate space, adequate parking, and square footage, as far as the number of people allowed in the business by Fire Marshall and things of that nature, and you're just conducting your everyday business. So, this is really for large scale types of events. There are no specific guidelines in this ordinance about a number of people or where it cuts off determined the size of the venue of what you're dealing with. So it would be determined after you apply for the permit. There will probably be some people that will come and inquire about a permit and in which may determine that that one's not needed.

- V. Legal and Policy Director, David Gottlieb, reminded Commissioner Whitfield that before we adjourn the Public Hearing he would make the following suggestion with regard to ordinance number 0-02-20. This one was regarding the motor vehicles, but there was a second part of that which involves the disposal and garbage just for clarification purposes, to anybody in opportunity who would like to speak on that segment of that. Commissioner Whitfield replied, Thank you. I had missed that, but you're right. That is on the next page. This one is pretty simple. This is disposal of rubbish or your trash. What the ordinance says now is that every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in a unit approved container. What we would be changing, we'd be taking that line out and adding every occupant of a structure to dispose of all rubbish in a clean and sanitary matter by placing rubbish and a plastic or galvanized trash

container with a lid. The key part of that is with a lid until removed from the structure and disposed of, of all rubbish storage facilities or garbage facilities. We're running to try to keep Walker County beautiful and to keep our natural wild animals and dogs and cats and things from getting into people's garbage and strolling it across the property. This is basically just clarifying that if you have household garbage, you need a lid on it. That's really the purpose of what we're trying to accomplish there. Are there any questions, comments on this and thank you for keeping me on track. Yes, sir. Come on up. I'm James Strickland. Okay. You brought up the dogs and the cats. Have we not got a city ordinance or a County ordinance against dogs and cats? They are running loose in my neighborhood. I know their gun lists and I have called and they said, well, we can't pick them up. We do have an animal care ordinance that in summary States that if a person has a dog on their property, they don't have to have it on a lease as long as it's contained to their property. Once it leaves their property, it has to have a proper inoculation for the shots that's required, and then also it has to be on the leash. If you have dogs that are running at large in your subdivision, you'll call my office tomorrow morning and report that to log that into the database for animal control to come out. I know in time part of our issue has been capacity at our shelter, not having enough capacity to get all the animals in, but they've been working hard and finding homes for these animals that are stray. They're currently picking up stray animals on a daily basis. Well, the problem is that I have two of my neighbors, one of them lives on the road and the other one lives off the road. A little ways with her brothers were catchers or animal control. They ran them through their yard too. They don't do nothing or say nothing. Well, if you report it, it's already two or three different times the last time you said it. It's probably about seven months ago, but I've said I've reported it about five times in the last two years.

**VII. Adjournment:**

The Public Hearing was adjourned at 6:59 PM

**VIII. Public Comment**

{Audio Recording of Public Hearing and comments are on file in Commissioner's Office – 20-10-22}

**IX. Commissioner Comments**

{Audio Recording of Public Hearing and comments are on file in Commissioner's Office – 20-10-22}

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 22, 2020**

**I. Call to order**

Commissioner Whitfield called to order the Regular Scheduled Commissioners Meeting held at Annex III, 201 S. Main Street, Lafayette, Georgia at 6:59 PM on October 22, 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 discussed 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. This Ordinance was approved and adopted.
- II. Commissioner Whitfield discussed 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. This Ordinance was approved and adopted.

III. Commissioner Whitfield welcomed the guests from CHI Memorial. Paul Feaster introduced himself and stated that he is the Director of EMS for CHI Memorial. We look forward to building partnerships and relationships with the citizens of Walker County. We are excited about what this will bring, thank you very much. Commissioner Whitfield explained we are currently with Puckett EMS. Their contract has matured based on the five years that was agreed to the current contract with Puckett. We paid them an annual subsidy of \$250,000 per year, and that provides for four 24/7 ambulances staffed with an EMT and a paramedic. In that agreement with those four ambulances, there were some zones with some response times that are measured and evaluated and tracked on a monthly basis. There were some of those areas that had 15 minutes response time and a little more out into the rural area with 25 minutes response time, and the super rural areas were as much as 40 minutes of response time. In our RFP, what we asked all of the vendors to do was to give us a proposal of adding a fifth ambulance, adding one additional ambulance to that, which would get us a total of five that would allow us to be in a position where those response times could be lowered. Also, to break this up into a couple of different districts. By doing that and working with Chi Memorial, our EMA director this agreement states that in both districts North and South, would have an urban response time of 12 minutes or less, and the rural would be 18 minutes or less. This gets response times down to 18 minutes average because we're adding that additional truck. Also, part of our request is that a full-time staff supervisor be added to the program, which we did not have. So, there would be a person in another response vehicle that would supervise on a 24/7 basis. They would be able to respond to those situations as well. This agreement with this contract took the request for proposal. David and Liberty County attorneys put a lot of time into this. Thank you for what you've done. I know you've taken a lot of focus on this week, but also this has the performance requirements and insurance requirements of this agreement. This agreement is for four years, the previous agreement was for five years. The agreement will start February 1st of 2021. There's also a copy of the map of the zones. The reason for that would give a new service provider at the time. It gives them time to get the equipment that they need because new ambulances are usually on a design build basis. They don't normally have a lot of ambulances just sitting on a for sale lot. It'd be 44 staff people that will be dedicated to Walker County for EMS services. They've got to hire those additional people. At this time I will sign two copies of this to execute this agreement. One thing that I forgot to mention in this agreement, with

us getting the additional truck and additional supervision, the better response times and the enhancements in here we are front-loading this and paying a million dollars after this execution of this contract. So that equals \$250,000 per year, but allows them to take and make those capital purchases for us to renew with Puckett at EMS. For those enhanced items that we asked for their proposal was a little over \$1.1 million per year, over a four year period. It was close to \$4.5 million dollars where this agreement is \$1 million versus \$4.5 million dollars. We're very appreciative for St. John Memorial, working with us and being our local hospital and stepping up and providing this higher level of care and service.

- IV. Commissioner Whitfield read and signed the Proclamation for Veterans Day 2020.
- V. Commissioner Whitfield read and signed the Proclamation for James Cross Day
- VI. Commissioner Whitfield discussed the request 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 and also his request for a rezone from R2 to PUD for property located at Hixson Drive in Flintstone, Tax map & parcel number 0101-001. Commissioner asked Planning Commission Chairman Phillip Cantrell if he had anything he would like to add to this request. Mr. Cantrell stated the Planning Commission Board went forward with no hesitation and he believes Walker County will see more of this type of development. Commissioner Whitfield approved both of these requests.

Commissioner Whitfield discussed the request 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 O-064-007. Commissioner Whitfield approved this, but with the restrictions that were presented with a modification of instead of up to five large animals, this would be what the owner of the property owners agreed to is three. So we'll approve this with those conditions.

**IV. Adjournment:** The Regular Scheduled meeting was adjourned at 7:18 PM

**VIII. Public Comment**

{Audio Recording of Regular Scheduled meeting and comments are on file in Commissioner's Office – 20-10-22}

**IX. Commissioner Comments**

{Audio Recording of Regular Scheduled meeting comments are on file in  
Commissioner’s Office – 20-10-22}

Minutes approved by:

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

\_\_\_\_\_  
Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden

Applicant: Marion Hatcheson Estate / Gateway Development

Map & Parcel: 0102-002 Rezone from: C-1 to: R-2

**PLANNING COMMISSION RECOMMENDATION:**

\_\_\_\_\_  
APPROVED AS SUBMITTED  
\_\_\_\_\_  
APPROVED WITH CONDITIONS  
\_\_\_\_\_  
TABLED  
2-20-2020 DENIAL

**COMMISSIONER'S FINAL DECISION:**

\_\_\_\_\_  
APPROVED AS SUBMITTED  
\_\_\_\_\_  
APPROVED WITH CONDITIONS  
2-27-20 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.

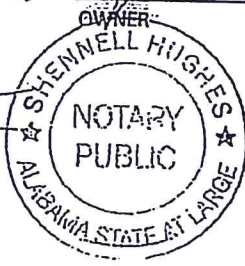
Within the past two years, have you made either campaign contributions totaling \$250.00 or more and/or given gifts having value of \$250.00 or more to a local government official who will be responsible for making a recommendation or decision on the application? YES ( ) NO (X). If so, then on a separate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

[Signature] 1-14-2020 John W. Beard, Executor 1/14/2020  
PETITIONER DATE OWNER DATE

[Signature]  
Notary - Exp. 1/28/23





**RESOLUTION R-029-20**

**A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY TO DECLARE PROPERTY FROM VARIOUS DEPARTMENTS AS UNSERVICEABLE SURPLUS AND REMOVED FROM THE COUNTY INVENTORY**

**WHEREAS**, O.C.G.A. § 36-9-2 provides that the county governing authority shall have the control of all property belonging to the county and may, by order entered on its minutes, direct the disposal of any real property which may lawfully be disposed of and make and execute good and sufficient title thereof on behalf of the county; and

**WHEREAS**, various departments within Walker County Government have requested the property listed on Exhibit A be deemed unserviceable surplus and further requests that the property be removed from the County inventory; and

**WHEREAS**, notice of a public auction of Walker County Government surplus was published on November 11, 2020, in the Walker County Messenger, the legal organ of Walker County;

**THEREFORE, BE IT RESOLVED** by the Sole Commissioner of Walker County, Georgia that the property listed in Exhibit A attached hereto, and made a part hereof, be hereby declared unserviceable surplus and removed from the County inventory. Items listed in Exhibit A shall be sold at public auction at the Walker County Road Department, 91 Industrial Boulevard in Chickamauga, GA at 10:00 a.m. on Saturday, November 21, 2020.

**SO RESOLVED AND ADOPTED** this 12<sup>th</sup> day of November, 2020.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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

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

# EXHIBIT A

## 2020 SALE LIST

UNIT #	DEPARTMENT	YEAR	MAKE	MODEL	MILEAGE	DESCRIPTION	RUN/DRIVE	LOCATION	VIN
10F06	SHERIFF DEPT	2010	FORD	CROWN VIC		WRECKED/UNDERCARRIAGE	NO	SHOP/SPARE LOT	2FABP7BV2AX129999
10F07	SHERIFF DEPT	2010	FORD	CROWN VIC	172316		YES	SHOP/SPARE LOT	2FABP7BV3AX130000
04D06	SHERIFF DEPT	2004	DODGE	INTREPID	73772			SHOP/SPARE LOT	2B3HD46VX4H702492
05F07	SHERIFF DEPT	2005	FORD	CROWN VIC		BAD TRANSMISSION	NO	SHOP/SPARE LOT	1FMZU72K35ZA48934
10F10	SHERIFF DEPT	2010	FORD	CROWN VIC	214081	BAD TRANS/REAREND	NO	SHOP/SPARE LOT	2FABP7BV9AX130003
10F09	SHERIFF DEPT	2010	FORD	CROWN VIC				SHOP/SPARE LOT	2FABP7BV7AX130002
223	ANIMAL CONTROL	2007	FORD	F150	337900			SHOP	1FTRX14W97KD31665
169	ANIMAL CONTROL	2003	FORD	F150				SHOP	1FTRX18W03NA33718
39	CODES ENFORCEMENT	2008	FORD	F150	2068333			SHOP	1FTRX14WX8KC86608
225	ANIMAL CONTROL	2008	FORD	F150	332987			SHOP	1FTRX14W68KB43607
130	CODES ENFORCEMENT	1998	FORD	E350	202861			SHOP	1FBSS31L7WHB89399
171	CIVIC CENTER	1995	FORD	F250	217760	BAD ENGINE	NO	SHOP	1FTEF25Y1SNB17994
150	ANIMAL CONTROL	1995	FORD	F150	163672	BAD TRANSMISSION	NO	SHOP	1FTEF15Y0SNA84674
418	FIRE DEPT	2003	FORD	CROWN VIC				SHOP	2FAF973W23X144059
254	D/A OFFICE	2008	FORD	CROWN VIC		ELECTRICAL ISSUE	23	SHOP	2FAHP71V68152756
old 312	FIRE DEPT	2001	INTERNATIONA	4900		OLD PRISON TRUCK	YES	SHOP	1HTSDADR21H354202
300	911	2005	CHEVY	TRAILBLAZER		WRECKED/NO REAREND	NO	SHOP	1GNDDT135X52247380
333	FIRE DEPT	1990	CHEVY	C3500		ENGINE BAD	NO	SHOP	1GBHC34K3LE223670
252	D/A OFFICE	2011	CHEVY	IMPALA		bad trans		SHOP	2G1WB5EK9B1247688
10F09	SHERIFF DEPT	2009	FORD	CROWN VIC		WRECKED		SHOP	2FABP7BV7AX130002
244	FLEET MAINT	1999	CHEVY	2500		OLD 244		SHOP	1GCGK24U4XE145038
413	FIRE DEPT	2003	FORD	Ranger	119816		YES	SHOP	1FTZR15E83PA14098
414	FIRE DEPT	2003	FORD	Ranger	138742		YES	SHOP	1FTZR15EX3PA14099
415	FIRE DEPT	2003	FORD	Ranger	99462		YES	SHOP	1FTZR15E23PA14100

## 2020 SALE LIST

UNIT #	DEPARTMENT	YEAR	MAKE	MODEL	MILEAGE	DESCRIPTION	RUN/DRIVE	LOCATION	VIN
416	FIRE DEPT	2003	FORD	Ranger	158985		YES	SHOP	1FTZR15E43PA14101
126	SHERIFF DEPT	1994	DODGE	B250	105425	No start	NO	SHOP	2B4HB25YXRK126835
10C03	SHERIFF DEPT	2010	CHEVY	Tahoe		damaged hood	YES	SHOP	1GNMCAE03AR209213
06C01	SHERIFF DEPT	2006	CHEVY	Impala		no rear axle no trans		SHOP	2G1WB58K569369502
95I01	SHERIFF DEPT	1995	International	4700		Black ambulance	YES	SHOP	1HTSLAAM0SH214971
7	FLEET MAINT	1998	DODGE	Stratus	146493	Dead Batt	YES	SHOP	1B3EJ56H1WN192457
10F05	SHERIFF DEPT	2010	FORD	CROWN VIC		no rear axle no trans		SHOP	2FABP7BV0AX129998
11F04	SHERIFF DEPT	2011	FORD	CROWN VIC		bad trans			2FABP7BV7BX172526
10F08	SHERIFF DEPT	2010	FORD	CROWN VIC		Dead Batt		SHOP	2FABP7BV5AX130001
11F03	SHERIFF DEPT	2011	FORD	CROWN VIC		no rear axle no trans		SHOP	2FABP7BV9BX135557
09F07	SHERIFF DEPT	2009	FORD	CROWN VIC		bad trans		SHOP	2FAHP71V49X136493
10F12	SHERIFF DEPT	2012	FORD	CROWN VIC		Bad Engine		SHOP	2FABP7BV2AX130005
11F01	SHERIFF DEPT	2011	FORD	CROWN VIC		no trans/no r.f. door		SHOP	2FABP7BV5BX135555
10F04	SHERIFF DEPT	2010	FORD	EXPLORER		Bad Trans		SHOP	1FMEU7DE0AUA57863
08F06	SHERIFF DEPT	2008	FORD	CROWN VIC		Bad Engine		SHOP	2FAFP71V88X100617
10F03	SHERIFF DEPT	2010	FORD	EXPLORER		no battery		SHOP	1FMEU7DE9AUA57862
05F08	SHERIFF DEPT	2005	FORD	EXPLORER		Bad Engine		SHOP	1FMZU72K55ZA48935
08F07	SHERIFF DEPT	2008	FORD	CROWN VIC		Bad Engine		SHOP	2FAFP71VX8X100618
09F03	SHERIFF DEPT	2009	FORD	CROWN VIC		no battery		SHOP	2FAHP71V89X126256
09F08	SHERIFF DEPT	2009	FORD	CROWN VIC		Bad Engine		SHOP	2FAFP71V89X136494
10F11	SHERIFF DEPT	2010	FORD	CROWN VIC		Bad Engine		SHOP	2FABP7BV0AX130004
195	D/A OFFICE	2007	FORD	CROWN VIC		bad trans		SHOP	2FAFP71W67X117892
06F01	SHERIFF DEPT	2006	FORD	CROWN VIC				SHOP	2FAFP71W36X154185
10F02	SHERIFF DEPT	2010	FORD	EXPLORER		Bad Engine		SHOP	1FMEU7DE3AUA46999



2020 SALE LIST

UNIT #	DEPARTMENT	YEAR	MAKE	MODEL	MILEAGE	DESCRIPTION	RUN/DRIVE	LOCATION	VIN
11	Landfill	1988	GMC	6000				Landfill	1GTG6D1FXJV521965
200	FLEET MAINT	2004	Freightliner	M2BusinessClas		Roll Back		SHOP	1FVHCYDA94HN30796
242	FLEET MAINT	0	Silent Hoist	Fork Lift				SHOP	16545A-15-HA
17	ROAD DEPT	2005	CHEVY	Suburban 2500				SHOP	3GNGK26G35G200776
14	Landfill	1985	CHEVY	M1028		1 ton w/service bed		Landfill	1GGCHD34J6FF302782
140	Landfill	2001	KAWASAKI	LAF950-A2		side beside		Landfill	JK1AFDA171B506622
147	Landfill	2007	EAGLE	SUPER SLICER		Tire Slicer		Landfill	11072350-11070760
414	FIRE DEPT	2003	FORD	Ranger	141660	Pick up	Yes	Shop	1FTZR15EX3PA14099
	Landfill		Lincoln	300		Welder		Shop	585950
?	Landfill		ALLIS CHALMERS	FPO50-24-2PS		Forklift		Landfill	61675
?	Landfill		WARREN	EAC-2420A-10	6.3 yard	Spreader		Landfill	SC10172
?	Landfill		ROOT SPRING SCRA	T521088		snow plow blade		Landfill	24472
?	Landfill	2005	LESCO	720602		zero turn mower		Landfill	2000602
65	DATA PROCESSING	2010	FORD	EXPLORER	200256	Bad engine		SHOP	1FMEU7DE1AU64725
122	ROAD DEPT	2015	TORO	Zmaster		Zero turn mower		SHOP	_74933314000109
245	Mtn Cove Farm	2009	Dixie Chopper	Xcaliber		Mower		SHOP	9091323
?	Fire Dept		Extenda bed	EB1266		Slide out bed tray		SHOP	E2246
?	FIRE DEPT		Extenda bed	EB1272		Slide out bed tray		SHOP	E6626
?	FIRE DEPT		Extenda bed	EB1266		Slide out bed tray		SHOP	E2248
?	FIRE DEPT		Extenda bed	EB1242		Slide out bed tray		SHOP	E5543
?	FLEET MAINT		Coats	5050A		Tire changer		SHOP	496104400
?	FLEET MAINT		Norco	72400B		Transmission jack		SHOP	J1000477
?	ROAD DEPT		Highway equip co	P8		Spreader		Shop	101882
?	FLEET MAINT		Ingersol Rand	506842		Air Compressor		Shop	584653

2020 SALE LIST

UNIT #	DEPARTMENT	YEAR	MAKE	MODEL	MILEAGE	DESCRIPTION	RUN/DRIVE	LOCATION	VIN
?	FLEET MAINT		GRAY	CAT350		pneumatic bumper jack		Shop	
?	FLEET MAINT		Hunter	R611 Aligner		Alignment machine		Shop	R611M19
185	ROAD DEPT	2004	Kenworth	T300	179820	Tandem Dump	Burned	Shop	2NKMLZ9XX4M068746
277	Mtn Cove Farm	2015	Kubota	ZD331		Zero turn mower	Burned	Shop	39467
250	ROAD DEPT	2009	Massey Ferguson	5455		Tractor		Shop	T036020
220	ROAD DEPT	2007	Massey Ferguson	5455		Tractor		Shop	R289051
	ROAD DEPT					Brush Guard		Shop	
706	Water Company	2001	Chevy	Astro Van		van		Water Co	1GCDM19W71B127479
710	Water Company	2002	FORD	F150		Truck		Water Co	1FTRF17232NA26956
705	Water Company	1994	GMC	C7500		TOPKICK		Shop	1GDM7H1P0RJ503134
708	Water Company	2002	FORD	F150		Pick up		Water Co	1FTRF17212NA26955
703	Water Company	2004	FORD	F150		Pick up		Water Co	2FTRF17204CA68669
767	Water Company	2009	FORD	F550		Truck		Water Co	1FDAX57R19EA42027
	FLEET MAINT		Robinair	34788		A/C Machine		Shop	234565
	FLEET MAINT		Karcher	HDS1000		Pressure Washer		Shop	145606
	Mtn Cove Farm		Karcher			Pressure Washer		Shop	49102
	FIRE DEPT		North Star			Generator		Shop	1028983
	FIRE DEPT		Dayton	3w093b		Generator		Shop	F773262083
	FLEET MAINT		Troybilt	xp3000		Pressure Washer		Shop	
	ROAD DEPT					Misc Tires and Wheels		Shop	
09F05	SHERIFF DEPT		FORD	CROWN VIC				Shop	2FAHP71V19X126258

---

---

**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**WALKER COUNTY**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

---

**MODIFICATION OF PROMISSORY NOTE**

---

## MODIFICATION OF PROMISSORY NOTE

**THIS MODIFICATION OF PROMISSORY NOTE** (this "**Modification**") is made as of **JULY 1, 2020**, by and between **WALKER COUNTY** a Georgia public body corporate and politic (the "**Borrower**"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **2014L19SW**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **2014L19SW**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

### Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall recommence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

**WALKER COUNTY**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

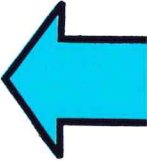
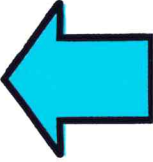
(SEAL) \_\_\_\_\_

Attest Signature: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Approved as to Form:

\_\_\_\_\_  
Borrower's Attorney

**Please Note:**  
Attester must be  
the same as  
attester on  
Resolution

**ENVIRONMENTAL  
FINANCE AUTHORITY**

Signature: \_\_\_\_\_

Kevin Clark  
Executive Director

(SEAL)

EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY

Recipient: WALKER COUNTY  
Loan Number: 2014L19SW

Date

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the \_\_\_\_ day of \_\_\_\_\_ 2020, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed \$1,000,000.00 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **2014L19SW** (the "Loan Agreement"), between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **2014L19SW** (the "Note"), of the Borrower; and

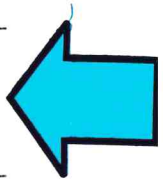
**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

\_\_\_\_\_  
(Name of Person to Execute Documents)

\_\_\_\_\_  
(Title)



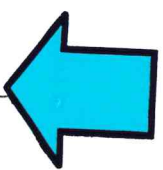
\_\_\_\_\_  
(Name of Person to Attest Documents)

\_\_\_\_\_  
(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary/Clerk



(SEAL)  
Date : Seal

**OPINION OF BORROWER'S COUNSEL**  
(Please furnish this form on Attorney's Letterhead)

\_\_\_\_\_, 2020

Georgia Environmental Finance Authority  
233 Peachtree Street, N.E.  
Harris Tower, Suite 900  
Atlanta, Georgia 30303

Ladies and Gentlemen:

A legal opinion of [LAW FIRM] was delivered to you, dated [LEGAL LETTER DATE] (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **2014L19SW** (the "**Loan Agreement**"), between **WALKER COUNTY** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. **2014L19SW** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

\_\_\_\_\_  
[Attorney Name]





BY THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA

**A PROCLAMATION**

**HUNGER FREE MONTH 2020**

- WHEREAS: Hunger remains a persistent problem that impacts our community; and
- WHEREAS: Nearly 70% of children in Walker County live in a food insecure environment and face the risk of hunger each day; and
- WHEREAS: Hunger affects a child's ability to grow and learn. Studies have revealed a connection between hunger and depression, anxiety, behavior and other obstructions to a child's school performance; and
- WHEREAS: 650 students from nine Walker County and two Chickamauga City Schools currently receive a brown bag packed with seven nutritious, non-perishable food items each Friday to reduce weekend hunger; and
- WHEREAS: North Georgia Community YMCA served 35,542 meals last year through Backpack Blessings and the Summer Food program, and must raise roughly \$30,000 a year to support their efforts to address hunger; and
- WHEREAS: The third Sunday in November has been established as a "Giving Day Among Churches" to support Backpack Blessings, and many local schools will participate in a spare change donation campaign to "Kiss Hunger Goodbye" prior to Thanksgiving;
- THEREFORE: I, Shannon K. Whitfield, Sole Commissioner of Walker County, Georgia, do hereby proclaim November to be observed as HUNGER FREE MONTH in Walker County and encourage all citizens, churches and other non-profit organizations to make our community stronger by combating hunger.

Signed and sealed this 12<sup>th</sup> day of November in the year 2020.

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

**FIRE SERVICES AGREEMENT**  
**FOR THE PROVISION OF AUTOMATIC AID FOR THE PROTECTION OF CERTAIN**  
**COUNTY ROADS OF CATOOSA COUNTY, GEORGIA AREA**  
**BY WALKER COUNTY FIRE RESCUE**  
**AND**  
**FOR THE PROVISION OF AUTOMATIC AID FOR THE PROTECTION**  
**OF CERTAIN COUNTY ROADS OF WALKER COUNTY, GEORGIA AREA**  
**BY THE CATOOSA COUNTY FIRE DEPARTMENT**

THIS AGREEMENT is made, effective as of January 1, 2021 by and between, Walker County, Georgia, for and on behalf of Walker County Fire Rescue and Catoosa County, Georgia, for and on behalf of the Catoosa County Fire Department.

For the consideration specified in this Fire Service Agreement ("Agreement") and in order to provide supplemental fire protection services for the benefit of the citizens in Catoosa County, Georgia and for the benefit of the citizens of Walker County, Georgia, both of these parties agree that it is considered in the best interest of both the County departments participating herein that an automatic mutual aid agreement be established to cover automatic response on the first alarm of a structure fire to the specified service area in either department's service area as defined herein. Both parties hereto therefore agree as follows:

**SECTION 1: SERVICE AREA**

Pursuant to this Agreement, Walker County Fire Rescue shall provide supplemental fire protection services for those areas of Catoosa County, Georgia, as specified in this Agreement and shown on the service area map which is attached hereto and made a part hereof as Exhibit 1. The Walker County Fire Rescue shall provide initial fire protection services as described in Section 2 of this Agreement to be supplemented by personnel and resources of the Catoosa County Fire Department for the entire service area contained within the service area map which is attached hereto and made a part hereof as Exhibit 2.

## **SECTION 2: FIRE SERVICES TO BE PROVIDED**

Fire services to be provided to the Catoosa County Fire Department by Walker County Fire Rescue pursuant to this Agreement are as follows:

A. Walker County Fire Rescue shall provide adequate firefighting personnel for initial response to all fire emergencies in residential or commercial buildings within the specified service area, Exhibit 1 hereto. Specified service area shall be approximately five (5) road miles within Catoosa County from the Walker County and Catoosa County line.

a. Fire Suppression

1. Walker County Fire Rescue will respond one (1) engine company to all reported residential fire alarms or residential fires in the specified service area, Exhibit 1 hereto. Residential fire alarms or residential fires shall have a timely response. Walker County Fire Rescue will respond a minimum of four (4) personnel. Responding personnel to all residential fire alarms or residential fires shall be trained to the minimum of Georgia Certified Firefighter.
2. Walker County Fire Rescue will respond one (1) engine company to all reported commercial fire alarms or commercial fires in the specified service area, Exhibit 1 hereto. Commercial fire alarms or commercial fires shall have a timely response. Walker County Fire Rescue will respond a minimum of four (4) personnel. Responding personnel to all commercial fire alarms or commercial fires shall be trained to the minimum of Georgia Certified Firefighter.
3. The ranking officer or his/her assistant for the department whose district the automatic aid alarms occurs will act as the incident commander.
4. Catoosa County Fire Main and/or Catoosa County Fire ground channels 9, 10, and/or 11.
5. Chief Officers from both departments will make every effort to either cancel while enroute or return back to service from the scene, any automatic aid companies not needed.
6. Chief Officers from either department may respond into the other department's automatic aid service area for assistance.

7. Assistance shall be rendered to each department providing the personnel, apparatus, and equipment of the fire department called to assist which are not engaged in another alarm incident. It is further agreed that neither county fire department shall have any liability to the other for failure to respond.
8. All conditions, procedures and liability protection found in the Tri-State Mutual Aid Agreement are extended to this Agreement.
9. All requests for assistance beyond the automatic aid on the first alarm, other than special exceptions noted, will be handled as any other mutual aid on the first alarm by the Tri-State Mutual Aid Association.

b. Fire Investigation

1. The Fire Investigator and/or Fire Marshal for Catoosa County shall be notified by Walker County Fire Rescue in the event of any fire related injury or fire related death.
2. All investigations in the Catoosa County Fire Department area shall be provided by the Catoosa County Fire Department and its investigative personnel.

c. Fire Code Enforcement

1. All Fire Code Enforcement Services in the Catoosa County Fire Department area shall be provide by the Catoosa County Fire Department and its enforcement personnel.

Fire Services to be provided to Walker County Fire Rescue by the Catoosa County Fire Department pursuant to this Agreement are as follows:

- B. Catoosa County Fire Department shall provide adequate firefighting personnel for initial responses to all fire emergencies in residential or commercial buildings within the specified service area Exhibit 2 hereto. Specified service area shall be approximately five (5) road miles within Walker County from the Walker County and Catoosa County line.

a. Fire Suppression

1. The Catoosa County Fire Department will respond one (1) engine company to all reported residential fire alarms or residential fires in the specified service area, Exhibit 2 hereto. Residential fire alarms or residential fires shall have a timely response. Catoosa County Fire Department will respond a minimum of four (4) personnel. Responding personnel to all residential fire alarms or residential fires shall be trained to the minimum of Georgia Certified Firefighter.
2. The Catoosa County Fire Department will respond one (1) engine company to all reported commercial fire alarms or commercial fires in the specified service area, Exhibit 2 hereto. Commercial fire alarms or commercial fires shall have a timely response. Catoosa County Fire Department will respond a minimum of four (4) personnel. Responding personnel to all residential fire alarms or residential fires shall be trained to the minimum of Georgia Certified Firefighter.
3. The ranking officer or his/her assistant for the department whose district the automatic aid alarms occurs will act as the incident commander.
4. Walker Fire Main and/or Walker County Fire Ground Channels 12, 13, and/or 14.
5. Chief Officers from both departments will make every effort to either cancel while enroute or return back to service from the scene, any automatic aid companies not needed.
6. Chief Officers from either department may respond into the other department's automatic aid service area for assistance.
7. Assistance shall be rendered to each department providing the personnel, apparatus, and equipment of the fire department called to assist which are not engaged in another alarm incident. It is further agreed that neither the County fire department shall have any liability to the other for failure to respond.
8. All conditions, procedures and liability protection found in the Tri-State Mutual Aid Agreement are extended to this Agreement.
9. All requests for assistance beyond the automatic aid on the first alarm, other than special exceptions noted, will be handled as any other mutual aid on the first alarm by the Tri-State Mutual Aid Association.

b. Fire Investigation

1. The Fire Investigator and/or Fire Marshal for Walker County Fire Rescue shall be notified by the Catoosa County Fire Department in the event of any fire related injury or fire related death.
2. All investigations in the Walker County Fire Rescue area shall be provided by the Walker County Fire Rescue and its investigative personnel.

c. Fire Code Enforcement

1. All Fire Code Enforcement Services in the Walker County Fire Rescue area shall be provide by the Walker County Fire Rescue and its enforcement personnel.

**SECTION 3: AUTOMATIC AID BY WALKER COUNTY FIRE RESCUE PERSONNEL**

The Walker County Fire Rescue shall respond to all structure fire alarms and structure fires within its service area, Exhibit 1 hereto, with its existing personnel during the term of this Agreement in the same manner as any other fire emergency dispatch in Walker County, Georgia.

**SECTION 4: AUTOMATIC AID BY CATOOSA COUNTY FIRE DEPARTMENT PERSONNEL**

The Catoosa County Fire Department shall respond to all structure fire alarms and structure fires within its service area, Exhibit 2 hereto, with its existing personnel during the term of this Agreement in the same manner as any other fire emergency dispatch in Catoosa County, Georgia.

**SECTION 5: AUTOMATIC AID DISPATCH PROCEDURES**

Upon the receipt of a fire emergency in a building within the Catoosa County Fire Department automatic aid service area (Exhibit 1), the Catoosa County 911 Communications Center shall immediately notify the Walker County 911 Communications Center to request One (1) engine company to respond for automatic aid to the address included in the service area in Exhibit 1, The Walker County 911 Communications Center will immediately dispatch Walker County Fire Rescue to the fire location for the automatic aid.

Upon the receipt of a fire emergency in a building within the Walker County Fire Rescue automatic aid Service area (Exhibit 2), the Walker County 911 Communications Center shall immediately

notify the Catoosa County 911 Communications Center to request one (1) engine company to respond for automatic aid to the address included in the service area in Exhibit 2. The Catoosa County 911 Communications Center will immediately dispatch the Catoosa County Fire Department to the fire location for the automatic aid.

Responding apparatus will operate on the day to day radio frequency of the department in whose district the incident has occurred or the mutual aid frequency if needed.

## **SECTION 6: TRAINING**

As a requirement of this Agreement, both Walker County Fire Rescue and the Catoosa County Fire Department will participate in joint training sessions and drills at least quarterly each year.

## **SECTION 7: AGREEMENT TERMS AND FEES**

The term of this Agreement shall be for a period of two (2) years beginning January 1, 2021 and continuing through December 31, 2022, unless terminated sooner pursuant to the Out Clause provision set forth in Section 8 of this Agreement. During this term, no fee will be paid by either party to the other for fire services rendered pursuant to this Agreement.

At the end of the term of this Agreement on December 31, 2022, the parties further agree that this Agreement shall be automatically renewed for additional twelve (12) month term consistent with the provisions of this Agreement unless either party provides 90 days prior written notice that it desires not to renew this Agreement.

## **SECTION 8: OUT CLAUSE**

Both parties reserve the right to cancel this Agreement at any time for convenience by providing 180 days prior written notice to the other party.

## **SECTION 9: INSURANCE**

Walker County shall provide the County Manager of Catoosa County with a certificate of insurance covering all acts and omissions of employees of Walker County, Georgia, for fire services pursuant to this Agreement during its term.

This certificate of insurance shall be in a form acceptable to Catoosa County and shall name Catoosa County as an additional insured.

Catoosa County shall provide the Sole Commissioner or Chair of the Governing Authority of Walker County with a certificate of insurance covering all acts and omissions of employees of Catoosa County, Georgia for fire services pursuant to this Agreement during its term.

This certificate of insurance shall be in a form acceptable to the Walker County, Georgia, and shall name Walker County, Georgia, as an additional insured.

#### **SECTION 10: ADDITIONAL SERVICE AREA**

Additional Services by either party to this Agreement shall be provided for other areas requested by Walker County Fire Rescue or the Catoosa County Fire Department when and if such additional fire services are mutually desired and written addendums to this Agreement are approved by both parties hereto.

#### **SECTION 11: NOTICES**

During the term of this Agreement and any renewal, notifications and written notices shall be provided to the parties at the following addresses:

Walker County Fire Rescue  
107 Alex Drive  
Chickamauga, GA 30707

and

Catoosa County Fire Department  
201 Forrest Road  
Fort Oglethorpe, GA 30742

#### **SECTION 12: ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

#### **SECTION 13: MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

#### **SECTION 14: GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

#### **SECTION 15: NO WAIVER**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but



the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**SECTION 16: AFFECT OF PARTIAL INVALIDITY**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

**IN WITNESS WHEREOF, the parties hereto have each executed this Agreement effective as of the date contained in the caption hereof:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Shannon Whitfield, Sole Commissioner  
Walker County, Georgia

Attest:

\_\_\_\_\_

Walker County Clerk

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Steve Henry, Commission Chairman  
Catoosa County, Georgia

Attest:

\_\_\_\_\_

Catoosa County Clerk

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary, Seal

## EXHIBIT 1

### Catoosa County Road Inventory

#### ***Catoosa Fire District 2***

Temperance Hall Rd	28-1068
Colbert Ln	24-98
Hudgins Ln	1-107
Coyote Trl	1-383
Russ Ln	20-274
Deer Run Ln	1-300
Bliss Ln	1-61
Boxer Ln	4-200
Green Valley Dr	1-190
Catlett Rd	159-770
Heartwell Ln	1-150
Hollow Rock Ln	1-250
McConnell Circle	1-45
McIntire Rd	1-178
Mountain Meadow Ln	1-400
Springvale Ln	50-200
Van Horn Rd	181-266
Panda Ln	1-60
Hinton Ln	1-650
Side Kick Ln	1-90
Swan Dr	1-80
Galloping Pass Ln	1-380
Dimple Ln	1-120
Jays Way	1-1365
Spring Meadows Dr	1-1600
Old Field Ln	1-150
Farrow Ln	1-212
Hullander Hollow Rd	1-410
Kelley Ln	88-145
Kenny Ln	80-624
Adrienne Ln	80-135
Cattail Dr	1-211
Colbert Hollow Rd	36-4120
County Line Rd	1758-1758
County Line Rd	2000-2300
Dalrymple Ln	98-238
East Nickajack Rd	1-1074

Lane Rd	32-234
Larkspur Dr	1-142
Temperance Hall Rd	1069-3312
West Nickajack Rd	27-3520
Yates Springs Rd	30-2714
Azalea Dr	1-209
Chickadee Dr	1-100
Hidden Ridge Dr	12-99
Ridgeview Ln	1-100
Summerfield Trl	12-112
Brutis Dr	1-90
Meadowlark Dr	208-582
North Beaumont Rd	64-1140
North Beaumont Rd	1141-1286
Beauview Ln	39-80
Logan Ln	1-164
Safeway Ln	1-81
Destiny Ln	46-580
Henry Dr	1-333
Henry Dr	516-516
King View Ln	1-115
Smith Templeton Rd	1-450
Carrie Ln	1-245
Laurel Trace	19-196
Malachi Ln	21-112
Trimble Ln	41-80
Kristy Ct	2-154
Concord Dr	17-38
Signal Hill Ct	15-40
Songbird Dr	19-65
Crosswinds Dr	1-120
Crosswinds Dr	1-120
Lone Crest Dr	1-85
Lost Creek Dr	1-85
Spring Wind Cir	1-425
Stillwater Dr	1-160
West Lake Rd	1-165
Windhaven Dr	1-180
Spring Water Dr	1-78
Whitestick Dr	1-60
West Watts Rd	200-1030
Ash Ln	41-228
Briarhill Ln	31-160
Holly Mate Ln	1-88

Hooper Rd	20-1244
Mchill Ln	34-364
Millsap Ln	18-214
Mull Ln	81-196
Rodeo Dr	60-380
Whisper Ln	34-194
Wood Yates Rd	50-1384
Habitat Way	60-88
Sylvia Ln	1-140
Hullender Rd	26-1004
Isaiah Ln	40-128
Pineywood Dr	33-900
Waters Dr	1-1025
Watts Ln	53-170
Westbrook Rd	500-1332
Wildfire Dr	16-205
Winston Ln	85-139
Bishop Ln	1-130
Carol Ct	37-270
Farm View Ln	24-100
Hixson Rd	1-230
East Teems Rd	1-1714
Lerch Ln	1-100
Nannie Ln	47-78
Wood Terr	1-325
Clear Water Ln	1-135
Cub Ln	23-138
Doe Ln	1-205
Lazy Ln	34-98
Quiet Hollow Ln	1-225
Torino Ln	12-55
Alabama Hwy	8501-8699
Alabama Hwy	10682-13725
Alabama Hwy	13726-15826
Farm View Circle	

***Catoosa Fire District 6***

Trouble Ln	1-100
Believer Ln	45-284
Baxter Ln	45-198
Cross Creek Dr	1-250
Potts Rd	1351-2856
Colyco Farm Ln	94-220
Boot Hill Ln	312-585

Lee Clarkson Rd	400-450
Quartz Dr	25-480
Cedarstone Ln	1-175
Farming Rock Rd	1161-1734
Twin Cedars Rd	800-1980
Bending Oak Dr	10-155
Cobblestone Trl	7-45
Fallen Leaf Dr	11-49
Slate Dr	8-350
Stones Throw Ln	1-50
Sycamore Dr	8-190
Breckinridge Dr	15-250
Smith Liner Rd	117-774
Tom Hunt Rd	98-1241
Red Belt Rd	501-2600
Red Oak Ln	1-200
Bradford Ct	1-308
LaFayette Rd	9197-9800
Three Notch Rd	3844-4551
Three Notch Rd	6001-7776
Harvest Ln	1-550
Lones Ln	135-190
Twin Cedars Rd	46-799
Watoosa Ridge	204-492
Deena Ln	1-240
Peavine Rd	3926-4600
Earl Garner Dr	26-542
Napier Ln	135-250
Paul Ln	1-200
Pinion Ln	108-262
Pinion Ln	1-107
Wilson Cove Ln	9-300
Will Potts Rd	23-1050
Long Hollow Rd	4323-4750
Long Hollow Rd	4751-5474
Mel McDaniel Rd	1-1074
Old Three Notch Rd	40-2203
Old Three Notch Rd	2204-2364
Red Belt Rd	1-500
Barefield Rd	1-553
Cedar Farm Ln	1-251
Bean Ln	1-260
Cascade Ln	1-260
Easy St	1-190

Gunny St	1-90
Jessica Ln	1-52
Mag Williams Rd	1-1581
Old Hickory Ln	398-543
Miracle Ln	74-150
Parkview Dr	54-233
Abbey Rd	1-300
Alexander Bridge Rd	1-1214
Battleview Dr	8-336
Carlock Ln	1-526
Country Ln	26-572
Magnolia Pl	1-580
Overlook Dr	105-367
Pedigo Ln	1-200
Poplar Springs Rd	5311-5716
Tarpon Ln	17-98
Ford Pl	20-132
Clear Springs Dr	20-284
Country Squire Ln	130-424
Frontier Ln	65-82
Rock Bluff Dr	23-35
Ivy Ln	1-380
Parkview Cir	20-50
Bernice Ln	57-80
Burning Bush Rd	1426-1970
Peggy Sue Dr	17-207
Mag Williams Rd	1582-2400
Burning Bush Rd	1971-3402
Burning Bush Rd	3403-4320
Carriage Dr	17-270
Hidden Lakes Dr	9-265

***Catoosa Fire District 7***

Emerson Dr	1-50
Kevin Ln	1-100
Zackery Ln	1-60
Auguste Ln	17-54
Arms Ln	14-56
Meghan Heatherly Ln	10-90
Cambridge Cir	38-372
Great Oaks Cir	10-42
Green Oak Cir	10-42
Lincoln Dr	18-62
James Ln	1-92

Elizabeth St	41-410
Lillian Dr	30-300
Miller Dr	22-64
Sloan Ln	30-96
Janet Dr	1-294
Kimberly Ln	35-90
Mitchell Ln	1-350
Falcon Dr	1-150
Garden Ln	1-999
Tin Can Ln	13-40
Backdraft Ln	3-204
Edsel Dr	1-298
Fairlane Dr	1-294
Princess Ln	8-223
Trace Ln	1-400
Oxford Way Ln	5-18
Becky Dr	1-260
Clara Lee Dr	1-230
Edison Dr	1-202
Mack Smith Rd	1-1157
Mack Smith Rd	1158-2112
Reynolds Dr	23-284
Roy Ave	21-226
Allie Ln	1-80
Empire Ave	1-100
Leeanne Ln	1-68
Terraplane Ln	1-200
Warehouse Way	25-82
Heather St	1709-1709
Harrington Ln	6-38
Ota Kay Ln	1-100
A E Burnside Ln	9-62
Braxton Bragg Rd	6-108
Bull Run Rd	1-300
James Longstreet Ln	6-92
Jeb Stuart Dr	4-86
Joe Hooker Rd	5-62
Nathan Bedford Forrest Dr	1-200
Robert E Lee Rd	4-80
Stonewall Jackson St	6-100
Trussler Dr	1-75
Vicksburg Dr	10-166
W.T. Sherman Ln	3-62
Stancil Rd	270-568

Lynn Ln	1-27
Katie Ln	5-32
Janet Ln	1-90
Mitchell Cir	3--80
Ann Dr	16-262
Direct Connection Dr	1-402
Gettysburg Rd	26-170
Hope Ln	24-36
Hunt Dr	1-275
Katherine Ln	13-32
Marlene Ln	20-58
May St	10-176
National Blvd	19-456
Nina Ln	1-30
Noel Ln	1-175
North Ave	365-848
Plantation Ln	6-278
Prater Rd	45-1300
Steele Rd	802-1285
Steele Rd	801-1285
Susan Ln	16-100
Sutton Ave	209-410
Tootie Ln	203-232
American Blvd	1-400
Constitution Cir	22-34
Green Acres Cir	4-317
Independence Cir	13-30
Terri Ln	18-118
Anderson Ln	50-160
Bible Rd	36-202
East State Line Rd	1206-2720
Good Ln	14-68
Ida Ln	32-78
Marshall Ln	20-84
Mason Ln	28-222
Samantha Ln	23-36
State Line Rd	510-510
Sunset Cove Dr	1-35
Lamar Rd	1-66
Biscayne Blvd	10-510
Everglades Blvd	1-340
Fisher St	1-230
Glowmont Ave	9-82
Hollywood Dr	10-285



Key West Ave	10-284
Palm Beach Ave	12-260
Vero Beach Ave	1-285
Applebrook Dr	101-2604
Avaition Dr	129-295
Aviation Dr	34-308
Briarstone Dr	1-300
Henegar Ln	10-156
Walker Rd	18-402
Horizon Dr	1-25
Adams Run Ln	58-200
Cloud Springs Rd	2383-2662
Cloud Springs Rd	2663-2850
Cloud Springs Rd	2851-3412
Cloud Springs Rd	3413-3924
Julie Dr	1-350
North Brent Dr	20-244
South Brent Dr	23-144
Sandra Dr	14-368
Brent Dr	20-250
Jan Dr	1-138
Linda Ln	1-185
Nancy Ln	40-46
Cindrella Dr	17-230
Dietz Rd	10-549
Park Industrial Blvd	1-200
Shadow Ln	123-256
Timber Ridge Trl	46-440
Grant Dr	26-428
Hidden Creek Ln	49-408
Hillman Ln	1-100
Poppy Ln	1-100
Richard Dr	49-526
Jack Ln	14-66
Patricia Cir	14-66
Cindy Cir	7-656
Old World Dr	14-46
Rustic Ln	14-98
Timber Ridge Ct	14-112
Cloud Springs Ln	101-1252
Oglethorpe Ridge Ln	100-1500
Village Dr	12-70
Spring Lake Rd	58-94
Littlejohn Ln	1-170

Ramble Ln	11-56
Blossom Ln	15-47
Blansit Ln	72-234
Danny Ln	55-110
Kayla Ln	1-120
Augusta Dr	1-200
Fort Town Dr	1-350
Honeysuckle Ln	1801-1808
Cordell Dr	14-222
Green St	1-100
Osceola Ave	12-80
Barker St	8-164
Sage Brush Ln	1-18
Sage Brush Ln	19-19
Sage Brush Ln	24-24
Sage Brush Ln	39-39
Sage Brush Ln	20-23
Sage Brush Ln	25-38
Sage Brush Ln	40-377
Outpost Dr	1-76
Bunker Dr	13-205
Century Dr	1-525
Holli Ln	1-180
Beaver Rd	1-600
Colony Cir	1-1150
Linda Ln	1-470
McDonald Dr	1-460
Mineral Ave	1-620
Park Lake Rd	1-1008
Red Bud Ave	36-614
Savannah Way	1-125
Tulip Ln	1-60
West Side Dr	3001-3021
Westside Country Dr	3002-3415
Spring Place Dr	1-150
Tradewind Dr	10-645
Joy Ann Cir	12-34
Brookvale Terr	1-254
East Lakeview Dr	1-140
Limestone Dr	40-80
Yellow Brick Rd	1-350
Acorn Ln	101-308
Amherst Ln	101-404
Fargo Ln	101-606

Hampton Rd	101-206
Mayfair Ln	101-106
Newport Ln	101-404
Prospect St	101-206
Redstone Dr	100-304
Sommerville Ln	101-206
Wells Ln	12-64
Bell Ave	2-160
Greenslake Cir	22-538
Nituna Ave	10-226
Woodland Dr	56-96
Oakwood Place Dr	1-140
Sweet Birch Dr	5-615
Belmeade Dr	14-190
Loach Dr	17-342
Milford Dr	15-280
Allison Terr	17-134
Braves Ln	1-150
Castleberry St	17-386
Cedar Creek Dr	101-2600
Dickert Ln	89-204
Enterprise Dr	1-350
Farrahs Village Rd	1-130
Flagstone Dr	1-730
Gem Dr	12-195
Greenslake Rd	1-590
McCay Dr	1-121
Morrow Ln	16-108
Nawaka Ave	21-406
North Ave	41-363
North Center St	55-114
North Lake Terrace	27-166
Oak View Dr	16-146
Old Lakeview Dr	20-510
Page Rd	50-570
South Center St	11-342
South Lake Terrace	17-315
Steele Rd	17-800
West Side Dr	20-300
Woody Terr	18-242
Anchor Dr	13-185
Austin Cir	1-272
Elizabeth Terr	1-92
First Ave	1-100

Teresa Dr	1-66
Angela Cir	42-186
Gene Autry Ln	1-50
Roy Rogers Ln	1-40
Flamingo Ln	31-74
Ponderosa Dr	15-52
Copper Ln	12-30
Century Station Dr	1-455
Farmland Dr	234-366
Magdabend Ln	1-460
Parkwood Dr	8-120
Sutton Ave	38-208
Bryan Ln	13-62
Wolf St	21-86
Bluegrass Cir	1-210
Alder Cir	31-258
Peachgrove Ln	1-20
Peachstone Ln	1-100
Bishkoko Ave	14-350
Chess Ln	63-164
Collette Ave	13-64
Corley Ave	9-100
Kelsey Dr	16-476
Lynnwood Ln	33-54
Monanaw Rd	12-232
Orchard Ln	1-150
Toth Ln	29-36
West State Line Rd	1-1200
Gala Dr	3-133
Bruin Ln	1101-1405
Emming Ln	1501-1705
Butterfly Dr	101-1004
Canyon Dr	101-604
Granite Dr	101-504
Wayside Dr	101-1004
Lilac Ln	1-142
Dahlia Ln	1-100
Amelia Dr	1-100
Ashton Ln	1-50
Jefferson Ln	1-50
Madison Ave	1-75
Fantasy Ln	17-40
Kilgore Dr	21-78
Stone Edge Ct	1-50

Cedar Tree Ln	15-157
Cedar Tree Ln	159-210
Cedar Tree Ln	158-158
Courtney Ln	78-196
Honeyberry Ln	14-310
Patsy Ln	41-74
Rathbun Cir	1-138
Wofford St	12-130
Caramel Ln	7-108
Royal Oak Dr	8-200
Jimmie Ln	1-107
North Peppercorn Ln	500-899
Peppercorn Ln	1-400
Sunrise Dr	9-350
South Shore Dr	
Christian Way	30-118
Hosta Ln	31-92
Meadowdew Ln	51-870
Mineola Ave	15-246
South Prigmore Dr	7-202
Tanforan Dr	24-180
Yucca Dr	9-200
Cedargrove Ln	100-133
Dandelion Trl	1-150
Dogwood Ln	301-305
Evergreen Ln	103-117
Farmland Dr	1-233
Fern Way Ln	14-29
Goldenrod Ln	100-415
Mockingbird Ln	312-335
Pinewood Ln	139-149
Primrose Ln	1-715
Ivy Nook	13-24
Brandywine Dr	1-65
Battlefield Pkwy	2215-2403
Cloud Springs Rd	1074-1555
Cloud Springs Rd	1561-1652
Cloud Springs Rd	1658-1943
Cloud Springs Rd	2017-2027
Cloud Springs Rd	2028-2382
Cloud Springs Rd	1556-1560
Cloud Springs Rd	1653-1657
Cloud Springs Rd	1944-2016
Lakview Dr	1013-1322

Lakview Dr	1323-2303
Lakview Dr	2304-3570
Lakview Dr	2613-2613
Yukon Ln	1-50

***Catoosa Fire District 8***

Mallard Ln	97-158
Burning Bush Rd	737-1425
Battlefield Station Dr	1-120
Kellerhals Ln	1-131
Crye-Leike Dr	65-107
Dietz Rd	550-1440
Dailey Hills Rd	40-532
Ed Winters Ln	20-434
Pierce Dr	37-558
Thistlewood Dr	1-214
Crest Dr	20-546
Windsor Way	1-204
Battlefield Pkwy	2405-2881
Battlefield Pkwy	2883-3640
Transit Ln	69-98
Battlefield Ct	17-66
Dietz Rd	1441-1782
Dietz Rd	1783-2261
Burning Bush Rd	1-736
Buran Ln	26-112
Maddie Ln	23-132
Wise Ln	30-79
Battlefield Ln	20-132
Walker St	34-210
Gibson Dr	49-218
Reed's Bridge Rd	5567-6052

***Catoosa Fire District 9***

Clinton Ln	67-142
Trails End Rd	45-338
LaFayette Rd	6531-6659
Jericho Ln	1-86
Kile Ln	1-65
Regiment Ct	1-37
Hartford Ln	6-20
Club View Ct	100-320
North Elmwood St	1-194
Harrison Dr	16-130

Lookout Dr	32-106
Baylor Ln	1-412
Brown Cir	1-140
Fernwood Dr	170-384
Fernwood Dr	1-169
Glade Rd	30-514
Greenway Dr	1-60
Harrison Ave	16-130
Oklawaha Ave	45-380
Proctor Rd	38-530
Sierra Ln	31-64
Smith Ln	25-392
Edgewood Cir	1-120
Ekiss Ave	17-192
Fountain Brook Dr	1-1300
Greenfield Dr	18-550
Hayes St	1-300
Hillsboro Rd	1-354
Joy St	304-306
Lawrence Dr	17-508
Logan Charge	9-66
McAfee Rd	16-474
Midway Ave	27-330
Park St	27-404
Patterson Ave	409-428
Patterson Ave	1-408
Patterson Ave	429-700
Pinewood Cir	499-600
Warren St	18-506
Rosemart Cir	39-44
Roswell Rd	22-240
Dogwood Dr	1-22
Pinewood Dr	1-16
Shamrock Cir	1-9
Mullis St	64-86
Evelyn Dr	1-210
Maple Dr	1-56
Maple Dr	57-57
Maple Dr	58-164
Neal Dr	511-1000
Brookhaven Cir	100-825
Clearbrook Ct	1001-1428
East Rebel Rd	1700-1730
Geora Ln	46-70

Pine Hill Dr	23-23
Pine Hill Dr	82-300
Pine Hill Dr	24-81
Millport Dr	1-184
Waverly Dr	17-170
Townhouse Dr	1-100
Daphne Ln	1-120
Huntington Rd	25-114
Lynn Grove Dr	1-80
Chestnut St	1-296
Windish Cir	1-208
Windish St	1-40
E Huntington Rd	1-316
Johnson Dr	27-134
Thelma St	26-84
Beaver Ave	22-114
Herron St	1-150
McCraw St	19-200
Nativity Place	100-105
Oak St	1-210
Oak St	211-494
Parkett St	37-130
Riddle St	1-116
Schimtt Rd	99-99
Schimtt Rd	127-127
W Cloud Springs Rd	300-702
West Patterson Ave	1-100
Old Lafayette Rd	610-1899
Old Lafayette Rd	1900-2065
Cross St	1-415
East Cirlice Dr	38-418
Rosa St	14-260
Shatara Ln	45-70
West Circle Dr	430-624
Nason St	9-406
Biltford Ave	70-110
Shuler Ln	19-82
Helen Ave	29-154
Hudson St	10-670
Mary Ln	1-150
Sharon Cir	2-360
Carline Rd	1367-1371
Grove St	19-310
Ivy St	308-308



Runnels Ln	7-38
South Elmwood St	1-314
Christ St	1-120
French St	307-604
Hargrave Rd	23-206
Kinsey St	600-1134
Ranger Ln	13-48
School St	1-450
Block Rd	40-193
Cynthia Dr	1790-1810
Gerald Ln	1-45
McOtis Dr	1-226
Patterson Pl	1-215
Winifred Dr	22-1807
Cone Dr	507-536
Resin Ln	1201-1307
Corey Cir	100-704
Artillery Ct	1-50
Battle Bluff Dr	1-410
Calvary Ct	1-80
Dragon Ct	1-39
Infantry Dr	1-45
Ordinance Ct	1-37
Bumblebee Ln	1-60
Florence St	16-100
Roberta St	78-112
Snowy Ln	33-74
Rifleman Dr	1-235
East Pine St	1-200
Magnolia St	1-220
Topper Ln	1-50
Haven Ln	12-110
Jenna Ln	15-37
Round Tree Dr	7-212
T J Ln	1-30
Perkins Ln	1-84
Blanche St	54-310
Claire St	500-824
Recker Ln	13-34
Yankee Ln	30-78
Frieda St	500-505
Thomas Dr	499-510
Cloud Springs Rd	1-212
Cloud Springs Rd	492-605

Cloud Springs Rd	607-687
Cloud Springs Rd	689-822
Cloud Springs Rd	827-1073
Cloud Springs Rd	213-337
Cloud Springs Rd	338-491
Cloud Springs Rd	606-606
Cloud Springs Rd	688-688
Cloud Springs Rd	823-826
Cross St	417-1097
Cross St	416-416
Cross St	417-1097
Cross St	1098-1489
Hickory St	500-806
Lafayette Rd	1300-1781
Lafayette Rd	1782-2336
Lakview Dr	500-1012
Glen Viniard Rd	1-1083
Viniard Alexander Rd	1-1991
Battle Line Rd	1-819
Glen Kelly Rd	1-1307
Alexander Bridge Rd	1215-3990
Brotherton Rd	1-1957
Dyer Rd	1-297
Poe Rd	1-332
Jays Mill Rd	1-1093
Frank Ln	1-129
Brown St	1-30
Ida St	1-30
South Gate St	1-100
Cindy Cir	7-19
Alamar St	1-300
Cedar Ln	1-2009
City Hall Dr	1-1000
Fant Dr	1830-1875
Hill St	1-999
Lakeshore Dr	496-2650
South Cedar Ln	415-417
South Cedar Ln	177-414
South Cedar Ln	2212-2212
Van Cleve St	1-300
Jackson Way	30-46
Stovall St	1-81
Musket Trl	1200-1218
South Cedar Ln	1-176

Barrett Dr	1900-1946
East Elaine Cir	19-27
Gaddis Dr	35-60
Danielle Cir	1-250
Quartermaster Cir	11-85
Gracie Ave	2-320
Martin Rd	1-323
Morgan Cir	1-29
Pegram Cir	2-67
Robert E Lee St	102-221
Shelby St	1-217
Stephenson Dr	101-201
Walker Ave	1-20
Crawford Ln	1-110
General Davis Rd	1-50
General Hayes Rd	122-149
Fort St	1-50
Gilbert Cir	104-108
Roberts Dr	4-206
Gray Ln	70-150
Maple Ln	1-16
Park Dr	131-166
Lee Cir	1-55
Polk Cir	1-63
Barnhardt Cir	1-550
Chickamauga St	1-11
Hedekin Rd	1-221
Clinic Rd	1-50
Emily Dr	108-108
Hathaway Rd	1-235
Wildwood Trl	1501-1713
Talley Cir	1-38
Glenn St	3-6
Howard Cir	2-6
Semmes Dr	102-107
Enscore St	1-75
Forrest Rd	1-810
Gilbert Dr	100-209
Harker Rd	6-319
McFarland Rd	8786-8942
Thomas Rd	1-514
West Forrest Rd	104-112
White St	1-75
Ridgelake Cir	1-600

Ridgelake Trl	1-90
Shoreline Trace	1-255
Lakeshore Cove Dr	300-650
Lakeshore Pl	40-2906
Nextel Ln	151-153
Park City Rd	110-110
Nautical Way Trl	1-405
Coffman Dr	104-152
Diane Ln	105-185
Cannon Dr	1501-2011
Hickory Ln	6-19
Eaton Cir	1-57
Delores Dr	4-41
Inlet Aisle Dr	1-90
N Catamaran Ct	1-130
S Catamaran Ct	1-175
Flint Cir	3-6
General Hood Rd	83-84
General Johnson Rd	61-84
Cleburn St	3-20
Polk Ln	1-6
Spinnaker Dr	10-210
Cedar Village Cir	17-32
Park Forrest Dr	1100-1311
Rocky Ford Rd	203-203
Rocky Ford Rd	371-371
Rocky Ford Rd	403-403
Rocky Ford Rd	1-202
Rocky Ford Rd	204-370
Rocky Ford Rd	380-394
Rocky Ford Rd	404-470
Donna Lee Dr	88-93
Elaine Cir	11-92
Robin Ann Ln	49-93
Sarah Lynn Ln	49-91
South Stovall St	100-120
First St	93-225
Gross Crescent Cir	1-250
Mitchell Rd	100-300
North Thomas Rd	500-514
Second St	201-212
Third St	1-100
Howard Dr	112-225
Norris St	1-118

Phillips Dr	1-39
Battlefield Pkwy	1-857
Battlefield Pkwy	858-2214
Battlefield Pkwy	2216-2882
Battlewood Dr	88-243
East Gate Dr	1-2
Glade Rd	1-82
LaFayette Rd	2337-3305
LaFayette Rd	3306-6530
South Glade Rd	30-94
Stuart Dr	1-399
Stuart Rd	36-142
Cannonball Ln	57-362
Powder Horn Ln	3-440
Reed's Bridge Rd	6053-7208
Reed's Bridge Rd	7209-8639
Sabre Cir	158-788
Alverson Ln	141-270
Cannon Dr	285-950
Hook Ln	23-214
Rock Haven Ln	39-126
Shoemake Ln	15-204
Lanier Ln	13-328
Paradise Ln	1-135
Musket Trl	37-112

## EXHIBIT 2

### Walker County Road Inventory

#### *Walker Fire District 3/ Catoosa Station 2 Response*

<u>Road Name:</u>	<u>Low</u>	<u>High</u>
BANDIT CIR	1	100
BARBARA LN	1	276
BOWMAN LN	1	58
BURKETT DR	1	162
CHAPMAN CT	1	312
CHAPMAN RD	1	338
CHESHIRE CROSSING DR	1	276
CLINE DR	1	192
COLBERT HOLLOW RD	1	424
CONFEDERATE DR	1	55
COOPER RD	1	1112
COUNTY LINE RD	1	1810
DESDA LN	1	122
EVANS HILL LN	1	280
FAMLEE CIR	1	280
FOX CREEK TRL	1	366
GANN DR	1	230
HOLLYHOCK LN	1	430
HUDSON BEND DR	1	182
HUFFMAN RD	1	1790
HWY 151	1	2896
HWY 95	2137	7824
KINGSBURY NOTCH	1	28
LEARNING TO LEAN	1	132
LEXINGTON STOP DR	1	236
MAPLE LEAF DR	1	200
MCCLURE LN	1	280
MCINTIRE RD	1	1608
MEADOW OAK DR	1	110
MISTY MOUNTAIN TRL	1	265
MORNING DOVE DR	1	136
OAK MEADOW DR	1	208
OAK RUN	1	61
PINEWOOD DR	1	450
POWELL CT	1	238

SOUTHERLAND DR	1	184
SWEET BRIAR LN	1	304
TAMMY LN	1	292
THOMPSON CIR	1	76
VAN DELL DR	1	2000
VAN HORN RD	1	552
WOOD STATION RD	1	992
WOODS MEADOW DR	1	117

***Walker Fire District 6 & 1/ Catoosa Station 6 Response***

<u>Road Name:</u>	<u>Low</u>	<u>High</u>
ADAM GAGE CT	1	50
ARNOLD DR	1	138
ARNOLD RD	1	1486
AUTUMN CREST TRL	1	212
AVENUE OF OAKS	1	324
AVERY DR	1	71
BARFIELD RD	1	466
BATTLE FARM CT	1	96
BEAUMONT RD	1	1686
CEDAR CREEK CT	1	116
CEDAR CREEK MANOR	1	70
COOPER RD	1	1226
CREST DR	1	270
DEER RIDGE LN	1	103
DOGWOOD CIR	1	342
DRAGON TRL	1	218
DUNN CT	1	126
E LONG HOLLOW RD	1	700
E TURNIPSEED RD	1	304
EAST ACORN DR	1	56
ENDEAVOR POINTE WAY	1	151
FIELDSTONE COMMONS	1	130
FIELDSTONE PKWY	1	340
FIELDSTONE VILLAGE DR	1	149
GUFFEY LN	1	92
HARRIS SPRINGS LN	1	176
HENRY DR	393	581
HOLT RD	1	100
HONEYSUCKLE DR	1	208

HOPE DR	1	200
HUNTING RIDGE CIR	1	273
HWY 95	67	2136
INDUSTRIAL DR	1	244
JORDAN CIR	1	346
KAY CONLEY RD	87	2644
LONG HOLLOW RD	1	2114
MARVIN DR	1	124
MEADOW BROOK DR	1	318
N HWY 27	7991	10460
OLD LAFAYETTE RD	1	1082
PAYTN LN	1	263
PEAVINE RD	1	3518
PHEONIX CIR	1	106
PIERCE RD	1	356
PLEASANT RIDGE CIR	1	206
PRUETT LN	1	760
ROY BIRD RD	1	1062
SADDLE BROOK LN	1	50
SCOTTY MAC DR	1	99
SHADOW SPRINGS TRL	1	462
SHIPP LAKE CT	1	72
SHIPP LAKE DR	1	356
SINGER TRL	1	104
SMITH TEMPLETON RD	1	98
SNOW DR	1	374
TEEMS RD	1	424
THREE NOTCH RD	1	1066
TRINITY LN	1	170
TWELVE OAKS DR	1	432
W TURNIPSEED RD	1	266
WEST ACORN DR	1	52
WILL POTTS RD	1	192
WINDING RIDGE RD	1	584
WINDY OAK DR	1	106



*Walker Fire District 7/ Catoosa Station 9 & 7 Response*

<u>Road Name:</u>	<u>Low</u>	<u>High</u>
ADAMS ALLEY	700	799
ADAMS RD	700	799
ALABAMA ST	300	399
ALABAMA ST	200	299
ALLGOOD ST	207	402
ALPINE DR	100	325
AMBER LN	1	68
ANDERSON RD	102	122
ANN ST	1400	1499
ARKILLOUS CIR	800	1113
ASTERWOOD DR	800	899
AUTUMN AVE	300	399
BAKER AVE	1	121
BAKER ST	520	523
BATTLE BLUFF DR	1	468
BEAVER LN	3	34
BENTLEY DR	100	121
BETSY LN	1	278
BEVERLY DR	100	199
BEVERLY ST	400	499
BLOSSOM LN	1900	1999
BREEZY TRL	1	127
BROADWAY ST	1	99
BURMA RD	1900	2223
CALDONIA ST	800	899
CALDWELL ST	1410	1431
CALLAN DR	100	333
CALVARY CT	1	80
CARLINE RD	800	1299
CAROL ST	1900	2029
CATHY LN	1	99
CATLETT ST	200	211
CATOOSA ST	100	399
CHAMBERS ST	100	499
CHARLSIE TRL	1	54
CHATTAM TRL	1	200
CHELSEA DR	100	110
CHEROKEE TRL	700	831
CHRIS LN	924	936
CLAIRE ST	100	316

CLEVELAND RD	101	213
COCHRAN DR	1	59
COOPER ST	1101	1299
CORBLEY RD	600	629
CRESTVIEW	1200	1299
CROSS ROAD ST	1	37
CROWN ST	800	849
DENNY LEE AVE	1	100
DINAH BLVD	1	92
DOROTHY ST	704	730
DRAGON CT	1	40
E CRANE ST	1500	1599
E PEACHTREE ST	200	498
E REBEL RD	1700	1799
E SHERRY DR	1300	1399
EMMERSON ST	1100	1109
ENSIGN RD	1	299
ESCALON ST	1001	1199
EVANS RD	400	499
EVERGREEN TRL	900	999
FAIR OAKS MOBIL HOME PARK	2	105
FLEETWOOD DR	301	600
FLEGAL LN	36	46
FORREST RD	800	899
FOSTER ST	1100	1211
FRENCH ST	200	273
FRICKS LN	702	730
FRONTIER DR	1	500
GAIL CIR	1	11
GAIL ST	2005	2113
GARDEN ST	900	999
GEORGIA CIR	2	6
GEORGIA ST	200	299
GILBERT ST	200	299
GLENTANA ST	1000	1199
GRAYSON ST	100	349
HANNAH WAY	1	71
HAPPY VALLEY RD	1400	2352
HARRISON DR	1	100
HAWKINS LN	1	336
HAYNES ST	100	199
HEGGIE ST	100	202
HICKORY LN	60	654

HICKORY ST	400	499
HILLCREST DR	1	99
HILLSIDE DR	1400	1499
HOGAN CIR	330	499
HOGAN RD	206	940
HOLLY DR	601	621
HOLLYWOOD DR	400	415
HOMEPLACE RD	1	80
HULANA ST	900	934
HUNTER CIR	30	57
HUNTER DR	1	59
HUTCHESON DR	1	342
HWY 2	1	2989
INFANTRY DR	1	50
IVY ST	100	399
JAKE DR	1	91
JAMES ST	400	615
JEFFERSON ST	600	754
JOMAH DR	200	299
JOYCE LN	800	899
KAY ST	16	24
KEITH ST	1	10
KELLY ST	1200	1499
KINSEY ST	100	341
KRISWOOD DR	1	98
LAFAYETTE DR	800	899
LAFAYETTE RD	900	1299
LAKEVIEW DR	100	490
LANCE LN	1	99
LANE DR	100	199
LARRY ST	100	199
LOMENICK DR	1	40
LONGVIEW DR	200	435
LUKE DR	1	91
LUWANA DR	700	799
LYNN LN	800	817
MAGNOLIA ST	800	1099
MANOR LN	2	29
MARGRET LN	640	646
MARION ST	902	937
MARY AGNES DR	700	746
MATTHEWS ST	600	801
MCCAMY LN	1	260
MCFARLAND AVE	1666	1838

MIAMI AVE	400	499
MISSING LINK ST	4	5
MOHAWK ST	500	699
MOHAWK TRL	504	513
MONTCLAIR DR	1	510
MONTYNE DR	5	14
MTN VIEW DR	100	199
MYRT ST	1525	1545
N HWY 27	17870	18759
N OAKWOOD ST	800	899
N SHERRY DR	600	649
NILE ST	1000	1113
NIPPER DR	744	806
OAK ST	100	199
ORCHARD TER	600	899
PARK CITY RD	600	1399
PAT DR	1	63
PAT WEBB CIR	1	250
PEACH ST	1940	1954
PERRIN AVE	100	199
PIERCE DR	1	26
PINERIDGE CIR	67	92
POOLE ST	1200	1299
RASALIN RD	102	105
RAYDINE LN	1300	1399
REBECCA DR	1	40
REDWOOD ST	105	108
REGIMENT CT	1	38
RIDGE HOLLOW LN	100	299
RIDGECREST CIR	100	199
RIDGEWOOD ST	1000	1199
RIFLEMAN DR	1	100
ROBERTA DR	700	746
ROGERS RD	1000	2135
ROSA ST	230	411
ROSS ST	200	499
ROYSTON ST	1100	1109
S CREST RD	1000	1399
S MOHAWK ST	700	799
S OAKWOOD ST	900	999
SALEM RD	1	791
SANDRA DR	4	12
SCHMIDT RD	100	921
SCHMITT LN	102	117

SHADY OAK CIR	1	23
SHEILA GAIL LN	1	75
SHELLY LN	702	726
SHORT ST	1200	1250
SIGNAL DR	300	399
SIOUX TRL	400	415
SOUTH ST	400	499
SPENCER RD	1400	1499
STONE DR	1400	1499
STRAUB ST	100	112
SUMMER ST	200	299
SUMMITT ST	116	299
SYLVIA DR	6	13
TAYLOR ST	1	8
TENNESSEE AVE	190	399
TERRACE ST	800	899
TERRY ST	2	10
UNION AVE	590	633
VALENTINE DR	2	23
VILLARD DR	600	611
VILLARD ST	600	699
W CLOUD SPRINGS RD	211	299
W CRANE ST	1400	1499
W CRESTVIEW	1300	1399
W JAMES ST	700	793
W PINE ST	900	999
W REBEL RD	1600	1699
W SHERRY DR	1300	1399
WASHINGTON RD	100	299
WENDY LIEGH CIR	1	205
WHITE OAK ST	100	199
WILSON RD	1014	1647
WOODLAND AVE	800	899
WOODLAWN DR	100	318
WOODY LN	1406	1416
WYNOGENE DR	1200	1210
YOUNGBLOOD DR	3	28

**STATE OF GEORGIA**  
**PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA**  
**Agreement for Funding of Prosecution Based VOCA Program**

County: Walker

Implementing Prosecuting Attorney: Lookout Mountain Judicial Circuit

**Allocation 1 (Base Funding): CJCC Grant No: C19-8-103**

A. Base Federal Funds:	\$ <u>183,831</u>
B. Matching Funds (waived for all offices):	\$ <u>45,958</u>

**Allocation 2 (Comp Advocate Funding): CJCC Grant No: C19-8-102**

A. Comp Advocate Federal Funds:	\$ <u>55,062</u>
B. Matching Funds (waived for all offices):	\$ <u>13,766</u>

Initial Grant Period: October 1, 2020 to September 30, 2021

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

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2020 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.

- (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.
- (b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.
- (c) The CFDA number for this grant program is 16.575.
- (d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

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

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

5. Scope of Project:

- (a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.
- (b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting

Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit “B”)

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



- (b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.
- (c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.
- (d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at \$15 per hour. There is no minimum volunteer hour requirement.

8. Use of Volunteers:

- (a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are not required to be included in the budget.

9. Programmatic Reporting Requirements:

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

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

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

Quarter 1	October 1 – December 31, 2020	Due: <b>January 15, 2021</b>
Quarter 2	January 1 – March 31, 2021	Due: <b>April 15, 2021</b>
Quarter 3	April 1 – June 30, 2021	Due: <b>July 15, 2021</b>
Quarter 4	July 1 – September 30, 2021	Due: <b>October 15, 2021</b>

- (b) Outcome Performance Measurement Surveys (Annual).

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

Annually	Oct. 1, 2010 -Sept. 30, 2021	Due: <b>October 30, 2021</b>

- (2) NOTE: OPM Survey reports are to be submitted directly to CJCC following the instructions as provided at the following website:  
<http://cjcc.georgia.gov/outcome-performance-tools-1>.

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than October 1, 2020. Separate budget worksheets are required for Base funding and Victims Comp Advocate funding. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.
- (b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2020	Due: <b>January 15, 2021</b>
Quarter 2	January 1 – March 31, 2021	Due: <b>April 15, 2021</b>
Quarter 3	April 1 – June 30, 2021	Due: <b>July 15, 2021</b>
Quarter 4	July 1 – September 30, 2021	Due: <b>October 15, 2021</b>

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

11. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.

12. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth by CJCC and in PACGA Policy 11.2 and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.
13. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other funds.
14. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.
15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.
17. Termination:
  - (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
    - (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.

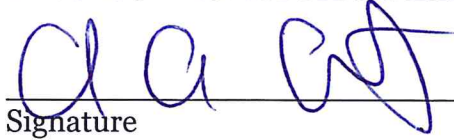
- (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
  - (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
- (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
  - (2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.
  - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.
  - (4) An assignment is made by the County for the benefit of creditors.
  - (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

18. Victims of Crime Act - Funding Conditions:

- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.

- (c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at:  
<https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources>
  - (d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.
  - (e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: <https://ojp.gov/financialguide/index.htm>
  - (f) The County and Prosecuting Attorney hereby assure and certify that it:
    - (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;
    - (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
    - (3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
19. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.
20. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.
21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:



6/21/20  
Date signed by Prosecuting Attorney

Chris A. Arnt

Printed Name

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

COUNTY EXECUTION:

Signature

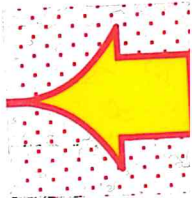
Date signed by County

Shannon K. Whitfield

Printed Name

Sole Commissioner

Title \_\_\_\_\_  
Official for Walker County



PACGA EXECUTION:

Signature

Date signed by Council

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

EXHIBIT A

**PACGA, County and Prosecuting Attorney Contact Information**

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

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

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

District Attorney's Office Lookout Mountain Judicial Circuit  
Attention: Chris A. Arnt, Amy Brown, Amy Reed  
P.O. Box 1025  
LaFayette, GA 30728  
Telephone No.: 706-638-1437  
Email: [g.mcconnell@walkerga.us](mailto:g.mcconnell@walkerga.us)

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

District Attorney's Office Lookout Mountain Judicial Circuit  
Attention: Chris A. Arnt, Amy Brown, Amy Reed  
P.O. Box 1025  
LaFayette, GA 30728  
Telephone No.: 706-638-2121  
Email: [carnt@pacga.org](mailto:carnt@pacga.org); [abrown@pacga.org](mailto:abrown@pacga.org); [areed@pacga.org](mailto:areed@pacga.org)

Walker County Departmental Statistics - October 2020



Department	Monthly Totals				YTD Totals		2019		2018		2017		2016	
	September		October		2020		Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
<b>Animal Shelter</b>														
	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Intake	150	7	122	80	903	418	1,094	295	1,176	25	1,628	979	1,301	1,004
Outtake (Adopted, Rescued, Returned)	115	20	159	73	894	378	1,099	279	1,012	47	1,134	444	817	195
Adopted	1	5	1	11	33	53	208	152	138	34	217	147	304	94
Rescued	98	14	143	62	755	314	766	119	749	13	686	295	513	101
Returned to Owner	8	0	14	0	91	6	112	3	125	0	231	2	n/a	n/a
Euthanized	8	1	1	0	17	5	31	7	56	2	336	396	436	630

Department	September	October	2020	2019	2018	2017	2016
<b>Codes Enforcement</b>							
In Compliance	895	1,098	4,350	9,309	5,124	4,745	no data
Violations	39	28	299	435	857	1,469	221
Closed Cases	27	11	149	58	339	480	no data

Department	September	October	2020	2019	2018	2017	2016
<b>Fire Department</b>							
Calls for Service	187	352	2,878	6,091	5,670	4,441	3,492
Units Handling Calls for Service	326	527	4,608	8,815	6,359	4,742	no data
Smoke Alarms Installed	14	29	250	781	228	21	no data

Department	September	October	2020	2019	2018	2017	2016
<b>Litter</b>							
Roadside Trash Pounds	19,480	11,040	116,940	143,330	122,912	123,020	no data

Department	September	October	2020	2019	2018	2017	2016
<b>Mountain Cove Farms</b>							
Total Nights Booked	86	151	709	1,102	908	525	162

Department	September	October	2020	2019	2018	2017	2016
<b>Planning</b>							
Single Family New Home Construction	9	14	131	128	124	135	123

Department	September	October	2020	2019	2018	2017	2016
<b>Public Relations</b>							
Media Impressions (stories)	14	36	358	451	509	603	no data
Facebook Followers Added	84	97	2,530	1,880	2,182	4,615	no data
Facebook Posts	71	64	764	602	487	594	no data
WalkerCountyGA.gov visitor views	43,041	47,662	557,174	357,989	316,285	399,087	173,745
Newsletter Subscribers Added	60	60	975	971	925	1,184	no data

Department	September	October	2020	2019	2018	2017	2016
<b>Public Works</b>							
Patching/Potholes	495	587	5,131	6,148	4,798	no data	no data

Department	September	October	2020	2019	2018	2017	2016
<b>Walker Transit</b>							
Total Trips	1,293	1,413	15,132	26,535	21,551	24,938	no data

\*some operations impacted by COVID-19