

AGENDA
WALKER COUNTY
BOARD OF COMMISSIONERS
WALKER COUNTY COURTHOUSE ANNEX III, 201 S MAIN STREET
LAFAYETTE, GEORGIA 30728

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held on January 13, 2022 at 7:00 p.m.

REGULAR SCHEDULED MEETING

- **Invocation**
Given by Chairman Shannon Whitfield
- **Pledge**
United States and Georgia Flag
- **Chairman Whitfield will Call to Order the Regular Scheduled Meeting**
Clerk establishes a Quorum is present
- **Approve Agenda**
- **Approve Minutes**
Approval of the Minutes for the Regular Scheduled Meeting Held December 30, 2021 at 7:00 p.m.
- **New Business**
Resolution R-001-22 to Elect a Vice Chairperson for the Board of Commissioners

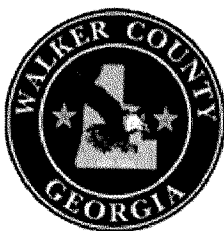
Resolution R-002-22 to Establish a Regular Meeting Calendar for 2022

Resolution R-003-22 to Set Qualifying Fees for the 2022 General Primary and General Election

Resolution R-004-22 to Appoint a Chairperson to the Walker County Alcoholic Beverage Commission

Approval of Intergovernmental Agreement between Walker County and the Prosecuting Attorneys' Council of Georgia for Coronavirus Emergency Supplemental Funding Program

December 2021 Departmental Statistics
- **Public Comment**
- **Commissioner Comments**
- **Executive Session**
- **Adjourn**



Walker County Governmental Authority

101 South Duke Street, P.O. Box 445

LaFayette, GA 30728

706-638-1437

Minutes of the Regular Scheduled Meeting

January 13, 2022

I. Call to Order:

Chairman Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 7:00 PM on January 13, 2022.

II. Attendees:

The following were present: Chairman Shannon Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Public Relations Director Joe Legge, Legal and Policy Director David Gottlieb, Communications Specialist Dakiya Porter, Public Works Director Carlen Bowers, Landfill Manager Payne Gilly, Chief of Police Mitchell Moore, Board Clerk Whitney Summey and County Clerk Rebecca Wooden. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

III. Approval of Agenda:

Commissioner Hart made a motion to approve the agenda, seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion was approved.

IV. Approval of Minutes:

Commissioner Askew made a motion to approve the minutes for the Regular Scheduled Meeting held December 30, 2021 at 7:00 PM, seconded by Commissioner Stultz, 4 ayes and 0 nays, motion was approved.

V. New Business:

- I. Chairman Whitfield read Resolution R-001-22 to elect a Vice Chairperson for the Board of Commissioners. Commissioner Askew said he has enjoyed his time as Vice Chairperson and made a motion to appoint Commissioner Blakemore. Seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- II. Chairman Whitfield read Resolution R-002-22 to establish a regular meeting calendar for 2022. Commissioner Stultz made a motion to have the meetings at 7:00 p.m. on the second and fourth Thursday of the month at Walker County Courthouse Annex III 201 S. Main St. LaFayette, GA 30728. Seconded by Commissioner Blakemore, 4 ayes and 0 nays, motion carried.
- III. Chairman Whitfield read Resolution R-003-22 to set qualifying fees for the 2022 General Primary and General Election and acknowledged a typo. Commissioner Askew made a motion to approve with revision of the typo from 2020 to 2022. Seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- IV. Chairman Whitfield read Resolution R-004-22 to appoint a Chairperson to the Walker County Alcoholic Beverage Commission. Commissioner Stultz said he would like to meet with Harold Hughes to talk about his plans for the Commission and then report back to the Board with his recommendation. Commissioner Stultz made a motion to table Resolution R-004-22, seconded by Commissioner Askew, 4 ayes and 0 nays, motion carried.
- V. Chairman Whitfield read the Intergovernmental Agreement between Walker County and the Prosecuting Attorneys' Council of Georgia for Coronavirus Emergency Supplemental Funding Program. Chairman Whitfield said this is supplemental funds for their office with no matching funds from the County. Commissioner Blakemore made a motion to approve, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.

- VI. Chairman Whitfield read the December 2021 Departmental Statistics. He read some of the 2021 statistics from the volunteer organization P-52.

VI. Public Comment

Sharon Nicholson came forward and expressed some concerns about her neighborhood in Rossville. Commissioner Askew said he was aware of some of the issues and said he would look into reaching out to the Sheriff's Department. Commissioner Blakemore said he had spoken with Public Works Director Carlen Bowers about purchasing speed trailers for different areas within the County. Commissioner Askew said the trailers would be a great idea and asked Carlen Bowers about looking into pricing for them. Carlen Bowers said he will look into different options next week.

Charles Wooten said this was his first time visiting Walker County and it has exceeded his expectations. He said he had a great visit at the airport and wanted to complement the gentlemen on the Board.

VII. Commissioner Comments:

Commissioner Blakemore thanked everyone for coming out and encouraged them to reach out with any concerns or questions.

Commissioner Askew thanked everyone for coming out and being involved. He said that Covid cases were up and encouraged everyone to take precautions.

Commissioner Hart agreed with Commissioner Askew concerning Covid cases. He said the new Dairy Queen restaurant in District 3 is now open. He also gave a shout out to Sheriff Steve Wilson for twenty five years of service.

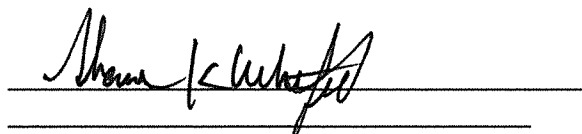
Commissioner Stultz said Sheriff Wilson has done a great job and thanked everyone for coming out. He said everyone needs to be washing their hands frequently and social distancing to help slow the spread of Covid. He also extended his condolences to the Burse Family.

VIII. Executive Session:

Chairman Whitfield made a motion to go into Executive Session to discuss personnel, real estate, and legal matters. Seconded by Commissioner Blakemore, 4 ayes and 0 nays, Executive Session began at 7:32 P.M. Chairman Whitfield called the regular scheduled meeting back to order at 9:14 P.M. and stated there was no action to be taken from the Executive Session.

Adjournment:

Commissioner Stultz made a motion to adjourn the meeting, Commissioner Hart seconded the motion, motion carried and the meeting was adjourned at 9:15 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

1-27-2022

Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Commissioners Meeting

Walker County Annex III

January 13, 2022

7:00 PM

<u>Roll Call</u>	<u>Present/Absent</u>
Commissioner Blakemore	Present
Commissioner Askew	Present
Chairman Whitfield	Present
Commissioner Hart	Present
Commissioner Stultz	Present

Sign In Sheet

Regular Scheduled Commissioners Meeting

January 13, 2022

7:00 PM

Name

Address

PAINE GILY	LAWSFIRE
Charles Lutin	Rome GA
Coalen Downes	
Kurt Bralley	
Rape	
Sharon Jensen Lehn	Rickelard Rd



RESOLUTION R-001-22

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO
ELECT A VICE CHAIRPERSON FROM ITS MEMBERS**

WHEREAS, the Board of Commissioners of Walker County is the governing authority of Walker County, Georgia, as set forth by Act No. 165 ("Act") passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

WHEREAS, Part I, Section 8 of the Act states that at the first meeting of each year, the board shall elect from its members a vice chairperson. In the event of death, disqualification, or resignation of the chairperson, the vice chairperson shall perform the duties and exercise the authority of the chairperson until a new chairperson is chosen as provided in the Act; and

WHEREAS, the Act further states the vice chairperson shall preside at meetings of the board in the absence of the chairperson and shall serve for the calendar year in which he or she is elected;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that Commissioner Robert Blakemore is elected from its members to serve as vice chairperson for the remainder of the calendar year.

SO RESOLVED AND ADOPTED this 13th day of January 2022.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for passage from Commissioner Aspen, second by Commissioner Hart, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.



RESOLUTION R-002-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ESTABLISH A REGULAR MEETING CALENDAR FOR 2022

WHEREAS, the Board of Commissioners of Walker County is the governing authority of Walker County, Georgia, as set forth by Act No. 165 ("Act") passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

WHEREAS, Part I, Section 9 of the Act states the Board of Commissioners shall hold a minimum of two regular meetings each month at the county seat; and

WHEREAS, the Act further states the Board, at its first meeting of the year, shall determine the time, date and place of its regular meetings;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that regular meetings will be held at 7:00 a.m. / (p.m.), on the second and fourth Thursday (day) each month, at Walker County Courthouse, 201 S. Main Street, Douglas, GA 30723 (location) for the remainder of the calendar year.

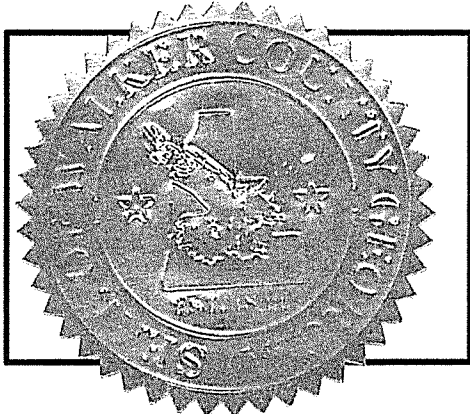
SO RESOLVED AND ADOPTED this 13th day of January 2022.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for passage from Commissioner Stultz, second by Commissioner Stahmore, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.



RESOLUTION R-003-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO SET QUALIFYING FEES FOR THE 2022 GENERAL PRIMARY AND GENERAL ELECTION

WHEREAS, the Board of Commissioners of Walker County is the governing authority of Walker County, Georgia, as set forth by Act No. 165 ("Act") passed by the Georgia General Assembly during the 2017-2018 session and subsequently approved by the Governor; and

WHEREAS, pursuant to O.C.G.A. § 21-2-131(a)(1)(A), the governing authority is required to fix and publish the qualifying fee for each county office to be filled in the 202~~0~~² General Primary and General Election; and

WHEREAS, except as otherwise provided by O.C.G.A. § 21-2-131(a)(1)(B), such fees shall be three-percent (3%) of the minimum salary of the county offices;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the qualifying fees for the following county offices for the 2022 Primary and General Election shall be as follows:

<u>POSITION</u>	<u>QUALIFYING FEE</u>
District Member, Board of Commissioners	\$360.00
District Member, Board of Education	\$42.00

SO RESOLVED AND ADOPTED this 13th day of January 2022.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for passage from Commissioner Aspew, second by Commissioner Hart, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.



RESOLUTION R-004-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A CHAIRPERSON OF THE WALKER COUNTY ALCOHOLIC BEVERAGE COMMISSION

WHEREAS, the Board of Commissioners of Walker County (“Board”) is the governing authority of Walker County, Georgia; and

WHEREAS, one of the duties delegated to the Chairman of the Board is to appoint members and chairpersons to all committees of the Board with the approval of the Board; and

WHEREAS, Chairman Shannon K. Whitfield submits the following appointment to serve as the Chairperson of the Walker County ~~Historic Preservation Commission~~: 

Harold Hughes - for a term ending on December 31, 2023

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Harold Hughes to serve as Chairperson of the Walker County Alcoholic Beverage Commission is approved.

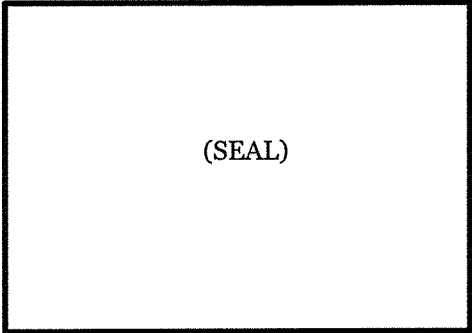
SO RESOLVED AND ADOPTED this 13th day of January 2022.

ATTEST:

WALKER COUNTY, GEORGIA

REBECCA WOODEN, County Clerk

SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for passage from Commissioner _____, second by Commissioner _____, and upon the question the vote is _____ ayes, _____ nays to adopt the Resolution.

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VWAP Program
CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING Program (CESF)
FY2020 Coronavirus Aid Relief and Economic Security Act (CARES)
Supplemental Award

County: Walker

Implementing Prosecuting Attorney: Lookout Mountain Judicial Circuit District Attorney's Office

CESF Funding (Comp Advocates): CJCC Grant No: B50-8-128

A. CESF (Comp Advocate) Federal Funds: \$ 55,062

Initial Grant Period: October 1, 2021 to September 30, 2022

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, 2021 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 Coronavirus Emergency Supplemental Funding (CESF) FY20 Coronavirus Aid Relief and Economic Security Act (CARES) Grant Program (hereinafter referred to as “CESF”). The CESF 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) and provides funding to assist prosecution-based VWAP programs in preventing, preparing for, and responding to the coronavirus.

The Bureau of Justice Assistance (BJA), U.S. Department of Justice (USDOJ) is the federal agency that administers the CESF Program. The CESF program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. The CESF program provides onetime funding in fiscal year (FY) 2020 to support preventing, preparing for, and responding to the coronavirus COVID-19 public health emergency including funding personnel essential to prevent, prepare for and/or respond to the coronavirus pandemic (i.e. personnel assisting with an increase in caseloads, increase in service needs resulting from the pandemic, etc.).

- (b) Effective October 1, 2013, PACGA has been awarded a Victims of Crime Act (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. Due to a 20% reduction in VOCA funding at the Federal level for the Federal Fiscal Year beginning October 1, 2021, CJCC applied for, and was awarded CESF Program funding through the CARES Act. This funding is being distributed in place of a portion of VOCA funding. CESF funding under this award should be used to prevent, prepare for, and respond to the coronavirus. Specifically, funds are being awarded to support Comp Advocates who will assist in addressing the needs of victims including in those cases that have been backlogged due to the pandemic.
- (c) The CFDA number for this grant program is 16.034.
- (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 CESF 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 CESF advocates;
 - (2) Identify areas where victims are un-served and/or underserved and redirect CESF funds accordingly.
- (d) Victims Comp Services: For offices that accept funding in addition to VOCA continuation funding for the Federal Fiscal Year beginning 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. Funding designated for Comp Advocates shall be used for this purpose in any year in which funding is continued.
- (e) 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.

7. 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.

8. 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, 2021	Due: January 15, 2022
Quarter 2	January 1 – March 31, 2022	Due: April 15, 2022
Quarter 3	April 1 – June 30, 2022	Due: July 15, 2022
Quarter 4	July 1 – September 30, 2022	Due: October 15, 2022

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

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

Annually	Oct. 1, 2021 -Sept. 30, 2022	Due: October 30, 2022

- (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>.

- (c) Funded offices may be required to provide additional programmatic data as specified by CJCC during the grant year. Information on additional requirements will be communicated to offices immediately upon receiving requests from CJCC

9. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than October 1, 2021. 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. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2021	Due: January 15, 2022
Quarter 2	January 1 – March 31, 2022	Due: April 15, 2022
Quarter 3	April 1 – June 30, 2022	Due: July 15, 2022
Quarter 4	July 1 – September 30, 2022	Due: October 15, 2022

- (c) 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.).
- (d) All program staff, 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.
10. 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.
11. 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.
12. 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 shall be reported separate from other funds.
13. 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.

14. 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.
15. 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.
16. 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.

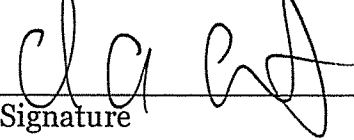
17. Coronavirus Emergency Supplemental Funding Program (CESF) Coronavirus Aid Relieve and Economic Security Act (CARES Act) - Funding Conditions:

- (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 CESF and CARES 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. Special Conditions may be updated during the grant year.
- (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.
18. 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.
19. 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.
20. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

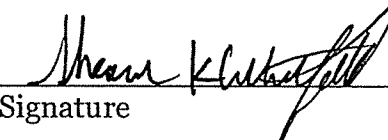
PROSECUTING ATTORNEY EXECUTION:

	<u>1/4/22</u>
Signature	Date signed by Prosecuting Attorney

Chris A. Arnt
Printed Name

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

COUNTY EXECUTION:

	<u>01/13/2022</u>
Signature	Date signed by County

Shannon K. Whitfield
Printed Name

Chairman, Walker County Board of Commissioners
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

Walker County Departmental Statistics - December 2021



Department	Monthly Totals						YTD Totals		YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals	
Animal Shelter	November		December		2021		2020		2019		2018		2017		2016	
	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Intake	97	20	108	16	1,322	648	1,093	516	1,094	295	1,176	25	1,628	979	1,301	1,004
Outake (Adopted, Rescued, Returned)	79	20	109	26	1,281	624	1,091	474	1,099	279	1,012	47	1,134	444	817	195
Adopted	5	14	4	10	31	91	33	65	208	152	138	34	217	147	304	94
Rescued	60	6	79	16	999	494	919	397	766	119	749	13	686	295	513	101
Returned to Owner	12	0	25	0	238	18	119	6	112	3	125	0	231	2	n/a	n/a
Euthanized	2	0	1	0	17	23	20	6	31	7	56	2	336	396	436	630
Codes Enforcement	November		December		2021		2020		2019		2018		2017		2016	
In Compliance	754		992		19,409		6,672		9,309		5,124		4,745		no data	
Violations	14		18		402		343		435		857		1,469		221	
Closed Cases	5		3		154		161		58		339		480		no data	
Elections	November		December		2021		2020		2019		2018		2017		2016	
Registered Voters	178		179		43,025		43,719		40,281		38,202		35,842		34,206	
Fire Department	November		December		2021		2020		2019		2018		2017		2016	
Calls for Service	287		528		4,173		3,478		6,091		5,670		4,441		3,492	
Units Handling Calls for Service	452		752		7,024		5,705		8,815		6,359		4,742		no data	
Smoke Alarms Installed	27		14		368		322		781		228		21		no data	
Litter	November		December		2021		2020		2019		2018		2017		2016	
Roadside Trash Pounds	7,360		12,923		143,723		143,800		143,330		122,912		123,020		no data	
Mountain Cove Farms	November		December		2021		2020		2019		2018		2017		2016	
Total Nights Booked	131		47		892		840		1,102		908		525		162	
Planning	November		December		2021		2020		2019		2018		2017		2016	
Single Family New Home Construction	17		17		157		150		128		124		135		123	
Public Relations	November		December		2021		2020		2019		2018		2017		2016	
Media Impressions (stories)	13		55		460		460		451		509		603		no data	
Facebook Followers Added	49		80		1,227		2,768		1,880		2,182		4,615		no data	
Facebook Posts	29		32		519		888		602		487		594		no data	
WalkerCountyGA.gov visitor views	40,830		41,780		568,384		668,051		357,989		316,285		399,087		173,745	
Newsletter Subscribers Added	45		28		1,376		1,104		971		925		1,184		no data	
Public Works	November		December		2021		2020		2019		2018		2017		2016	
Patching/Potholes	92		86		4,157		5,785		6,148		4,798		no data		no data	
Walker Transit	November		December		2021		2020		2019		2018		2017		2016	
Total Trips	1,851		1,868		18,420		17,436		26,535		21,551		24,938		no data	

**WALKER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SESSION
AFFIDAVIT**

The undersigned, having been duly sworn, states under oath that the following is true and accurate:

1.

The Walker County Board of Commissioners met in an open and duly advertised meeting on January 13, 2021.

2.

During the meeting, the Walker County Board of Commissioners voted to enter into executive session.

3.

In my capacity as Commission Chairman, I presided over the executive session. The executive session was called to order at 7:35 p.m. The following Commissioners were present: Blakemore, Askew, Whitfield, Hart, Stultz

Also in attendance: County Attorney Gottlieb

4.

The subject matter of the executive session was devoted to the following matter(s) within the exceptions provided in the open meeting law: (Initial all that are applicable):

☐ **Litigation Matters:** Consultation with the Walker County government attorney to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought, or to be brought, by or against Walker County government or any officer or employee in which Walker County government or any officer or employee may be directly involved; as provided in O.C.G.A. 50-14-2(1);

SKW ☒ **Real Estate Matters:** Discussion regarding the future purchase or acquisition, disposal, or leasing of real estate; as provided by O.C.G.A. 50-14-3(b)(1);

SKW ☒ **Personnel Matters:** Discussion or deliberation upon the appointment, employment, compensation, hiring, disciplinary action or dismissal of a Walker County government officer or employee; as provided in O.C.G.A. 50-14-3(6);

____ Other (describe exemption to the open meeting law) _____
_____ as provided in O.C.G.A. _____.

SKW No other matters were discussed during the executive session.

____ Discussion occurred on a topic not authorized by law. The meeting was declared out of order, immediately ceased and was adjourned.

This 13th day of January, 2022

Shannon K. Whitfield

Print Name: Shannon K. Whitfield

Print Title: Commission Chairman

Sworn to and subscribed before me this
13th day of January, 2022

[Signature]

Notary Public

My commission expires: _____

