

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 at 6:30 p.m. on May 9, 2024

REGULAR SCHEDULED MEETING

- **Invocation & Pledges**
- **Chairman Whitfield will Call to Order the Regular Meeting**
- **Establish a Quorum is present**
- **Approve Agenda**
- **Approve Minutes**
Minutes for the Regular Scheduled Meeting Held on April 11, 2024 at 6:30 p.m.
- **Public Hearing**
Roy & Kimberly Ballard request a variance to divide off less than five acres in an A-1 zone for property located at 255 Windy Meadow Drive, LaFayette, GA 30728. Tax map & parcel number 0-515-1-020C
- **Public Comment**
- **New Business**
Resolution R-018-24 to Enact a Moratorium on Solar Farms

Agreement between the Technical College System of Georgia, Walker County Sheriff's Office and Walker County, Georgia

Agreement between Walker County Sheriff's Office and Healthy MD Clinical, LLC

Purchase Order 2024-00001593 for \$63,240.29 to Southern Emergency Products LLC for Vehicle Equipment for 7 Dodge Durangos. (Funding from 2020 SPLOST)

Roy & Kimberly Ballard request a variance to divide off less than five acres in an A-1 zone for property located at 255 Windy Meadow Drive, LaFayette, GA 30728. Tax map & parcel number 0-515-1-020C

April 2024 Department Statistics
- **Commissioner Comments**
- **Executive Session (if necessary)**
- **Adjourn**

NEXT REGULAR MEETING - Thursday, May 23, 2024 at 6:30 p.m.



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

Minutes of the Regular Meeting
May 09, 2024 - 6:30 PM

- I. Call to Order:
Chairman Shannon Whitfield called to order the Regular Scheduled Board of Commissioners Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 6:30 PM on May 9, 2024.
- II. Attendees:
The following were present: Chairman Shannon Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Legal and Policy Director David Gottlieb, Public Relations Director Joe Legge, Planning Director Jon Pursley, and Deputy County Clerk Jessica Staton. Other guests signed in at the meeting as well. Please see the attached sign in sheet.
- III. Approval of Agenda:
Chairman Whitfield made a motion to approve the agenda with the removal of the agreement between Walker County Sheriff's Office, Technical College Systems of Georgia and Walker County, Georgia, seconded by Commissioner Hart, 4 ayes and 0 nays, motion carried.
- IV. Approval of Minutes:
Commissioner Askew made a motion to table the minutes of the Regular Scheduled Meeting held April 11, 2024 at 6:30 p.m to be amended for review, seconded by Commissioner Stultz, 4 ayes and 0 nays, minutes were tabled.
- V. Public Hearing (Variance- 255 Windy Meadow Dr, LaFayette, GA 30728):
 - A. Chairman Whitfield presented the variance request from Roy and Kimberly Ballard to divide off less than five acres in an A-1 zone for property located at 255 Windy Meadow Dr., LaFayette, GA 30728. Tax map and parcel number 0-515-1-020C.
 - B. Kimberley Ballard came forward to speak about the request. She would like to deed her daughter 2 acres. She expressed that she wants to keep her family close by and live in the same area. She was not aware that she needed to be at the planning and zoning meeting. Commissioners Hart and Askew recommended that she go back through the planning and zoning office at no charge so they can present a recommendation to the board.
- VI. Public Comment
 - A. Stanley Matthews spoke about his disappointment with the Walker County Development Authority. He spent \$4,500 to fertilize fields at the industrial park, but his fall crop was lost due to the 160th Anniversary of the Battle of Chickamauga event using that location.
 - B. Matt Hite, Chairman of Mighty Oaks Warrior Program advisory committee, spoke about the conflicts that a proposed rock quarry might have with his program and ministry. He expressed opposition to the quarry fearing blasting would traumatize veterans. He believes his program and the rock quarry cannot coexist together.
 - C. Ted Needham questioned whether anyone on the Board had received any financial benefits regarding the rock quarry. Mr. Needham also expressed his concern with the roads near the proposed rock quarry and who would pay to improve and maintain them.
 - D. Janice Williams expressed her concern with the forum and with questions not being answered. She requested that the board answer questions during the public comment portion of the meetings.

- E. Gary Williams restated his concerns regarding a grant application to resurface the walking trail at the Civic Center and the county's 30% match, if awarded. He stated it was listed as a 20% match in the agenda packet online. He wants to make sure the commissioners are fully reading and understanding these grants.
- F. Laura Owsley spoke about a letter she sent to Chairman Whitfield, the audit and required signatures for bank transfers. She suggested the commissioners assign a third authorized signature for transfers.
- G. Janice Williams returned to speak about a FOIA request concerning where tax dollars are being spent on particular situations. She questioned if Joe Legge was the person that provides information through the FOIA request.
- H. Nick Bramlett spoke about the proposed rock quarry and how he felt the county or the quarry should have made a call, sent letters, emails, or something to inform the local residents. Mr. Bramlett informed them that he would have appreciated a notice given to people that it would affect.
- I. Jamey Hulseley spoke about how all government activities are open to the public, sometimes referred to as sunshine laws. Hulseley suggested the county create an anonymous public tip line as well as an internal whistleblower hotline so there is not a fear of making things known.
- J. Melissa Hulseley spoke about an anonymous letter her husband received in the mail regarding the Rossville Recreation. She expressed her concerns for the county paying utilities for two recreational sites in Rossville and that county money and time is being spent on these sites.
- K. Karen Stoker came forward to voice her support for Courtney Blakemore (Director of Rossville Athletic Association) and wants her to continue doing the work she is doing. Stoker stated that Blakemore is dedicated and compassionate with children, and under her leadership RAA has flourished.
- L. George Curry stated that he has been associated with all sports and worked with recreations for 50 years. He came forward to voice support for the Blakemores.
- M. Susan Hayes spoke about the many community centers that need attention; Center Post needs wifi, Cedar Grove needs medical equipment, High Point needs facility maintenance.
- N. Kristie Abernathy spoke about Rossville Recreation and voiced her support for the Blakemores.
- O. Rip Perkins spoke about Rossville Recreation. He stated he has been coaching for 29 years and wanted to voice his support for Courtney and Robert Blakemore. He stated they care and we need to keep people that care and are passionate about children.
- P. Gina Pittman voiced her support for Courtney and Robert Blakemore. She stated that they do all the upkeep on the ball fields and bring in positive revenue for the county with the tournaments hosted at the Rossville facilities.
- Q. John Culpepper came forward to thank Walker County for supporting the Battlefield Connector Trail, as well as everyone who supported the Battlefield Connector Trail.
- R. Nole Durant, Tennessee state director for the Trust for Public Land, discussed the collaborative work being done on the Battlefield Connector Trail.
- S. Eric Pullen came forward to express the importance of outdoor recreation. He expressed his gratitude for the commissioners and Walker County in their support for the Battlefield Connector Trail.

V. New Business:

- I. Resolution R-018-24 to enact a 180 day moratorium on solar farms.
 - A. Commissioner Askew stated there are three solar farms currently in operation in the county and they are all in different zones, prompting the need for this to be addressed.
 - B. Pursley stated the county is not against solar energy, however the county does not currently have an ordinance to address solar farms.

- C. Commissioner Askew motioned to approve, Commissioner Stultz seconded. 4 ayes, 0 nays, motion approved.
 - II. Agreement between Walker County Sheriff's office and Healthy MD Clinical, LLC
 - A. Commissioner Hart made a motion to approve the agreement, Commissioner Stultz seconded. 4 ayes, 0 nays. Agreement approved.
 - III. Purchase Order 2024-00001593 for \$63,240.29 to Southern Emergency Products LLC for vehicle equipment for 7 Dodge Durangos for the Sheriff's Office to the funded from the 2020 SPLOST)
 - A. Commissioner Blakemore motioned to approve the purchase order, Commissioner Stultz seconded the motion. 4 ayes, 0 nays, Purchase Order approved.
 - IV. Roy and Kimberly Ballard request to divide off less than five acres in an A-1 zone for property located at 255 Windy Meadow Dr., LaFayette, GA 30728. Tax map and parcel number 0-515-1-020C.
 - A. Commissioner Hart motioned to table this request until the Planning Commission can give the Board a recommendation, seconded by Commissioner Askew. 4 ayes, 0 nays. Request tabled.
 - I. April 2024 Department Statistics
- X. Commissioner Comments:
- I. Commissioner Blakemore thanked everyone for coming out, he publicly thanked his wife, Courtney Blakemore and family. He expressed that both him and his family are dedicated and have a passion to help the children in their Rossville community.
 - II. Commissioner Askew thanked our emergency workers and county workers who helped us get through the storms this past week and congratulated the graduates this year. He also wanted to bring acknowledgement to the new Hwy 27 morning farmers market at the Ag Center set to open June 5th on Wednesdays. Commissioner Askew then addressed the questions that were asked throughout the meeting. He stated he has not received any gratuities regarding the rock quarry and that the board can put in place stipulations on certain things and that he was looking into it.
 - III. Commissioner Hart responded to Ted Needham's question stating he has not received any gift cards, money, trips, or any other compensation for any project since he has been on the Board. He also stated that he does not take any contributions for his campaign. Commissioner Hart also acknowledged that the 27 Farmers Market is going to be opening on the 5th of June. Commissioner Hart also wanted to recognize Catessa Vines as she was awarded the Teresa Parker Dispatcher of the year.
 - IV. Commissioner Stultz said that he appreciated everyone coming out and thanked all the county employees. He mentioned Senior Citizen Day and proclaimed it was a huge success. He wanted to ensure we all remember Bill Brown and his wonderful character. He announced that the Chattanooga Valley Lions Club would have a vidalia onions sale, Saturday May 11 from 8am- 12pm. Commissioner Stultz also commented that Rossville has fallen on hard times. He said it seems Rossville is starting to turn around and that Courtney and Robert Blakemore are a huge part of that and that they are doing a wonderful job up there. Stultz also added that he has not received any gratuities or tips for anything.
 - V. Chairman Whitfield stated that the Board found out about the proposed quarry from citizens. He stated the current owners are willing to tie agreements to the deed to ensure the protection of the community and environment are honored with potential future owners. The quarry developers are under contract for 700 acres pending the approval for the state, however they are preserving 300 acres. Chairman Whitfield stated that he has not had any financial gain with anyone in relation to the rock quarry.

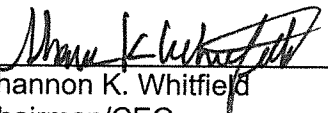
Chairman Whitfield then responded to Gary Williams' questions. He explained that initially they were under the impression that the grant required a 20% match, however found out that it was 30%. He then said that we are obligated to proceed with the match if we want to receive the grant. Chairman Whitfield responded to Melissa Hulseley stating he understands that the many community centers are in need and he is currently working on getting all the centers on fiber optics. He added he wants to establish free wifi at all county office buildings so the community can utilize that. Chairman Whitfield also acknowledged that it was an honor to attend Bill Brown's funeral. He expressed his condolences to Mr. Brown's Family.

XI. Executive Session

- I. Chairman Whitfield made a motion at 8:34 p.m. to enter Executive Session to discuss litigation and personnel matters. The motion was seconded by Commissioner Hart. 4 ayes, 0 nays. The commissioners returned from executive session at 8:50 p.m. There were no action items that came out of the Executive Session.

Adjournment:

Commissioner Hart made a motion to adjourn the meeting, Commissioner Blakemore seconded the motion. Motion carried and the meeting was adjourned at 8:50 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

Date 05-23-2024

Minutes prepared by: Walker County Deputy County Clerk, Jessica Staton

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

May 9, 2024

6:30 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 BOARD OF COMMISSIONERS MEETING

May 9th, 2024 at 6:30 p.m.

Name	Address
CHAD CARSON	GNTC POLICE 159 TIMBERLAND TRAIL KENNESAW
Stanley Matthews	3085 OUBURN RD Chick.
Angie Teems	2147 Old Bethel Rd Chick.
Ruby Allen	
JAMES HOLSEY	6765 - S. Highway 341
Clint Hastering	1229 Arnold Rd
Justin Hastering	1296 Hwy 95
Gary Williams	Chickamauga GA
Maya Moody	Lafayette GA
W. Holsey	6765 S Hwy 341
Pat Galt	LANDFILL
John Ruypper	1133 BROOKVIEW LANE Chick. 30707
Karen Stoker	8773 S. Hwy. 341 Chick. 30707
Wendy Galt	6143 Hwy 157 Roswell
Lindsey Gorman	1412 Kelly St Rosville
Tyler Gorman	1412 Kelly St Roswell
Janet Edgema	151 Wesley Rd LaFayette
James Edgema	" " "
Bimberg Ballant	255 Windy Meadow Dr Lafayette
Landall Pittman	WCSO
Gene Klesau	FAIRFAX
Charlie Barrett	WCSO
Chris Anderson	WCSO
Brandon Wilson	Lafayette
Scott Miller	Roswell
Bill L	Carver
Shan Allen	19013 Hwy 193 30707
Laura Duster	LaFayette

SIGN IN SHEET

REGULAR SCHEDULED BOARD OF COMMISSIONERS MEETING

May 9th, 2024 at 6:30 p.m.

Name

Address

Tracy CURRY

Lafayette

Hunter Reaves

Lafayette

Bobby D. Smith

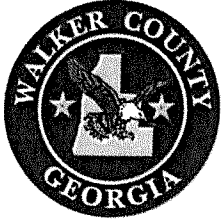
Road Dept

Don Smith

Y. Taylor

Marque Smith

Lafayette, GA

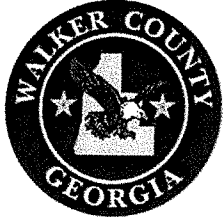


**Walker County
Planning Commission Meeting**

**April 18, 2024
6:00 P.M.
Walker County Civic Center**

AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. READING AND APPROVAL OF MINUTES FOR MARCH 21, 2024 MINUTES**
- IV. MOTION TO OPEN PUBLIC HEARING:**
 - A. VARIANCE:**
 - 1. Roy & Kimberly Ballard:** Requests a variance to divide off less than five acres in an A-1 zone for property located at 255 Windy Meadow Drive LaFayette, GA. 30728. Tax map & parcel number 0-515-1-020C
- V. MOTION TO CLOSE PUBLIC HEARING:**
- VI. MOTION TO GO INTO NEW BUSINESS:**
 - A. Roy & Kimberly Ballard**
- VII. ADJOURNMENT:**



Walker County Planning Commission
Minutes

April 18, 2024
Walker County Civic Center
6:00 PM

ATTENDEES:

Planning Commission Members

Will Ingram
Michael Haney
Jon Hentz
John Morehouse
Stan Porter
Randy Pittman
Cindy Askew
Rob Walthour
Michael Hicks

Walker County Planning Staff

Jon Pursley, Planning Director
Kristy Parker, Planning Commission Secretary

I. CALL TO ORDER:

Chairman Haney called the meeting to order at 6:00 P.M.

II. ROLL CALL

IV. READING & APPROVAL OF THE MARCH 21, 2024 MEETING MINUTES:

Chairman Haney asked if there was a motion to approve or deny the minutes. John Morehouse made a motion to approve. Stan Porter seconded the motion to approve. Michael Hicks abstained. Motion to approve minutes carried.

V. MOTION TO OPEN THE PUBLIC HEARING:

Chairman Haney asked for a motion to open the public hearing. Michael Hicks made a motion to open the public hearing. Randy Pittman seconded the motion. The vote was unanimous. Motion to open the public hearing carried.

VI. PUBLIC HEARING:

Variance:

1. Roy & Kimberly Ballard: Chairman Haney asked if anyone in the audience was apposed to this request. No one came forward or had any questions. Chairman Haney stated that Kristy had called the Ballards and they they woud not be present at the meeting. Kristy explained that they were requesting a variance to place another home on their property for one of their children with less than five acres. Cindy Askew asked if the property beside them was owned by the church and she looked and said yes. There was some discussion on the slope of the land. Jon Hentz asked if there was a survey and Kristy said no. Stan Porter asked how many acres did they have and was told six. Kristy explained that all the lots in the front was also zoned A-1 with all of them only having little over half an acre each. She also said that these were probably required to have the five acres each due to being on a shared driveway at the time. She also stated that if the variance was granted that they could not divide off less than one acre due to having that shared drive. Michael Hicks stated that he had a concern that this property should not even be zoned A-1 but if they do approve it and one more of the neighbors were to request and be granted the same type of variance then the other remaining two property owners would have to be told no if they were to request variances.

VII. MOTION TO CLOSE THE PUBLIC HEARING:

Chairman Haney asked if there was a motion to close the public hearing. Michael Hicks made a motion to close the public hearing. Will Ingram seconded the motion. The vote was unanimous. Motion to close the public hearing carried.

VIII: MOTION TO OPEN NEW BUSINESS:

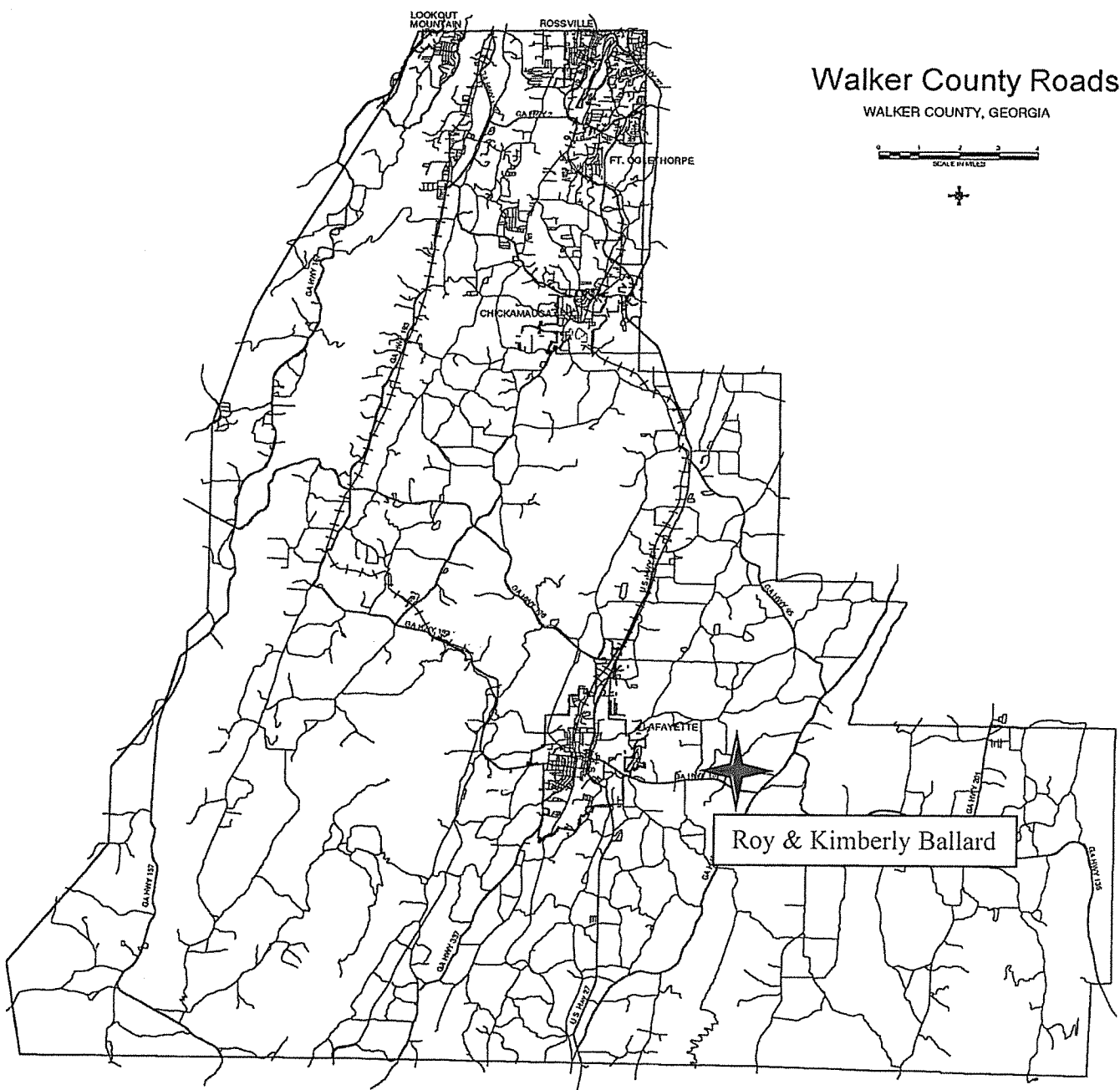
Chairman Haney opened the new business part of the meeting.

IX: NEW BUSINESS:

1. Roy & Kimberly Ballard: Chairman Haney asked if there was a motion to approve or deny and if a deny a reason why. Michael Hicks made a motion to table due to inadequate information. Randy Pittman seconded the motion to table. The vote was unanimous. Motion to table carried.

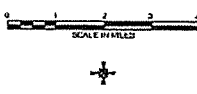
X: ADJOURNMENT:

Chairman Haney asked if there was a motion to adjorn. Stan Porter made a motion to adjorn. Randy Pittman seconded the motion. Vote was unanimous.



Walker County Roads

WALKER COUNTY, GEORGIA



Roy & Kimberly Ballard

WALKER COUNTY
PLANNING & DEVELOPMENT
AGENDA ITEM

Owner: Roy & Kimberly Ballard

Petitioner: same

Location of Property: 255 Windy Meadow Drive
LaFayette, GA. 30728

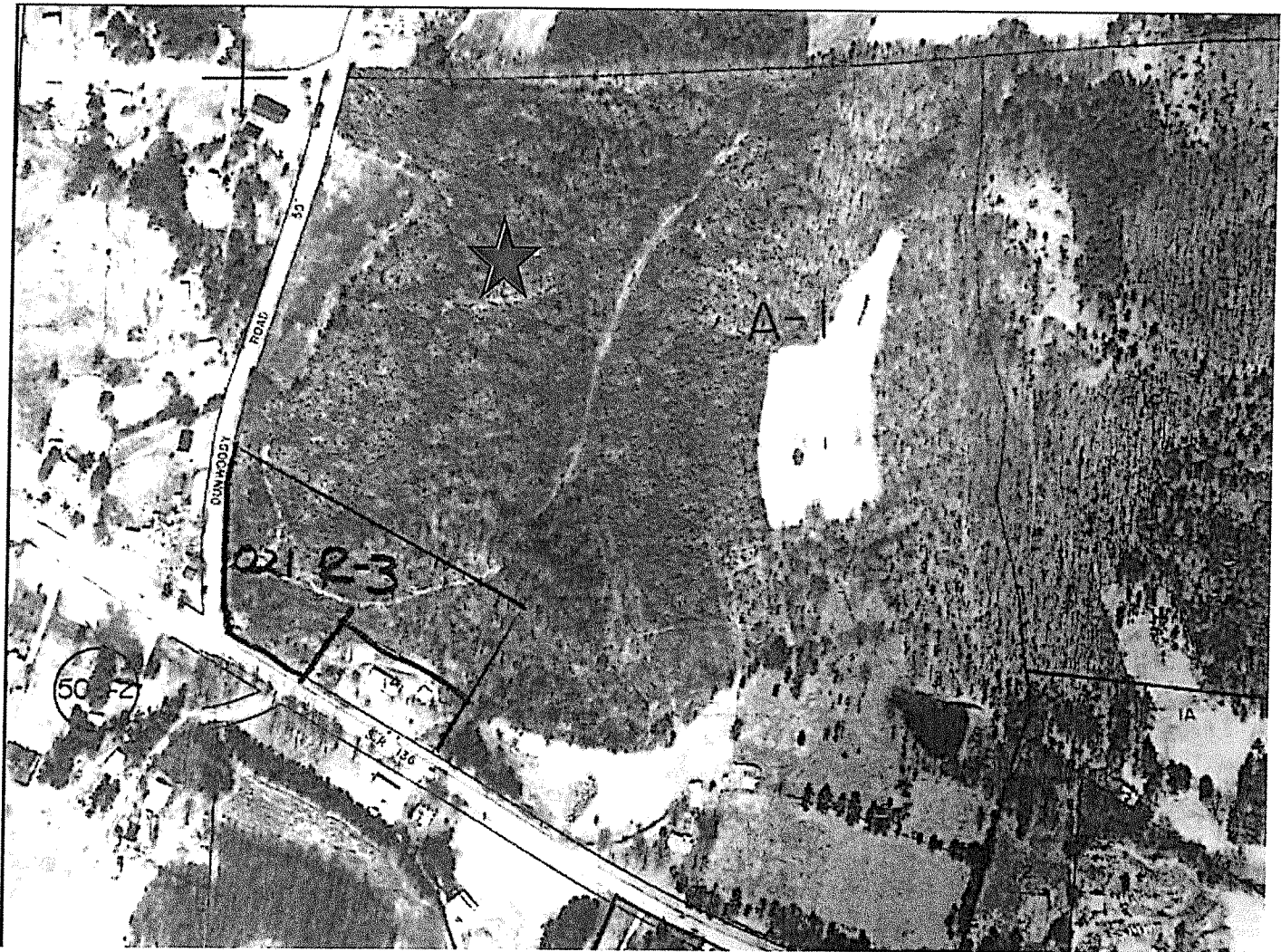
Tax map & parcel number 0-515-1-020C

	PC Meeting Date:	4/18/2024
	Present Zoning:	A-1 (Agricultural)
APPLICANT'S INTENT:	Requesting a variance to divide off less than five acres in an A-1 zone for a child to put a home on.	
DETAILS OF REQUEST:	Same as above	

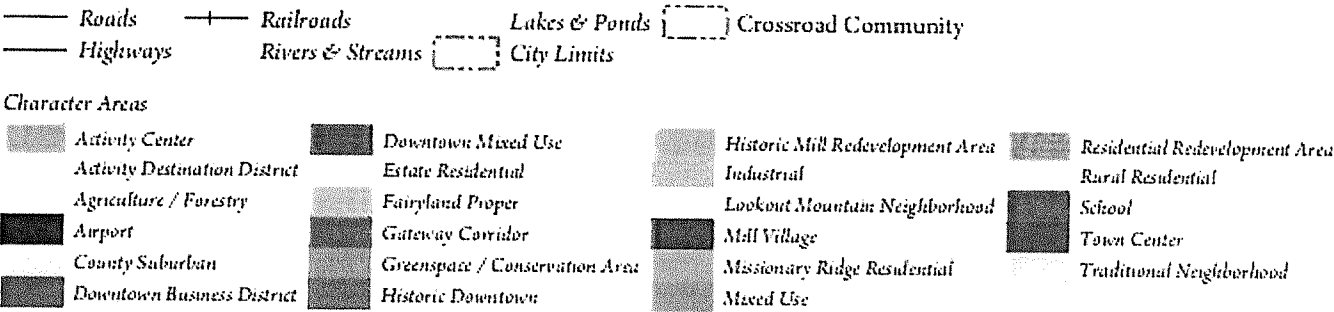
Projected Area:



Zoning Map:



Future Land Use Map:



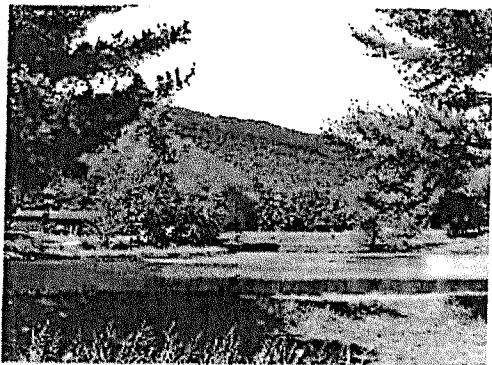


Figure S1. Chamberlain Road, west of LaFayette

Rural Residential: LaFayette, Rossville, and Walker County

***Description:** A rural, mostly undeveloped lands consisting of large lots, open space, pastoral views, low pedestrian orientation, and a high degree of residential building separation. Residential building separation is greater than what exist in County Suburban Charter area. These locations may face development pressure for lower density subdivisions of one unit per one+ acres. Agricultural and forestry operations are more likely to be found dispersed among large lot residential property.*

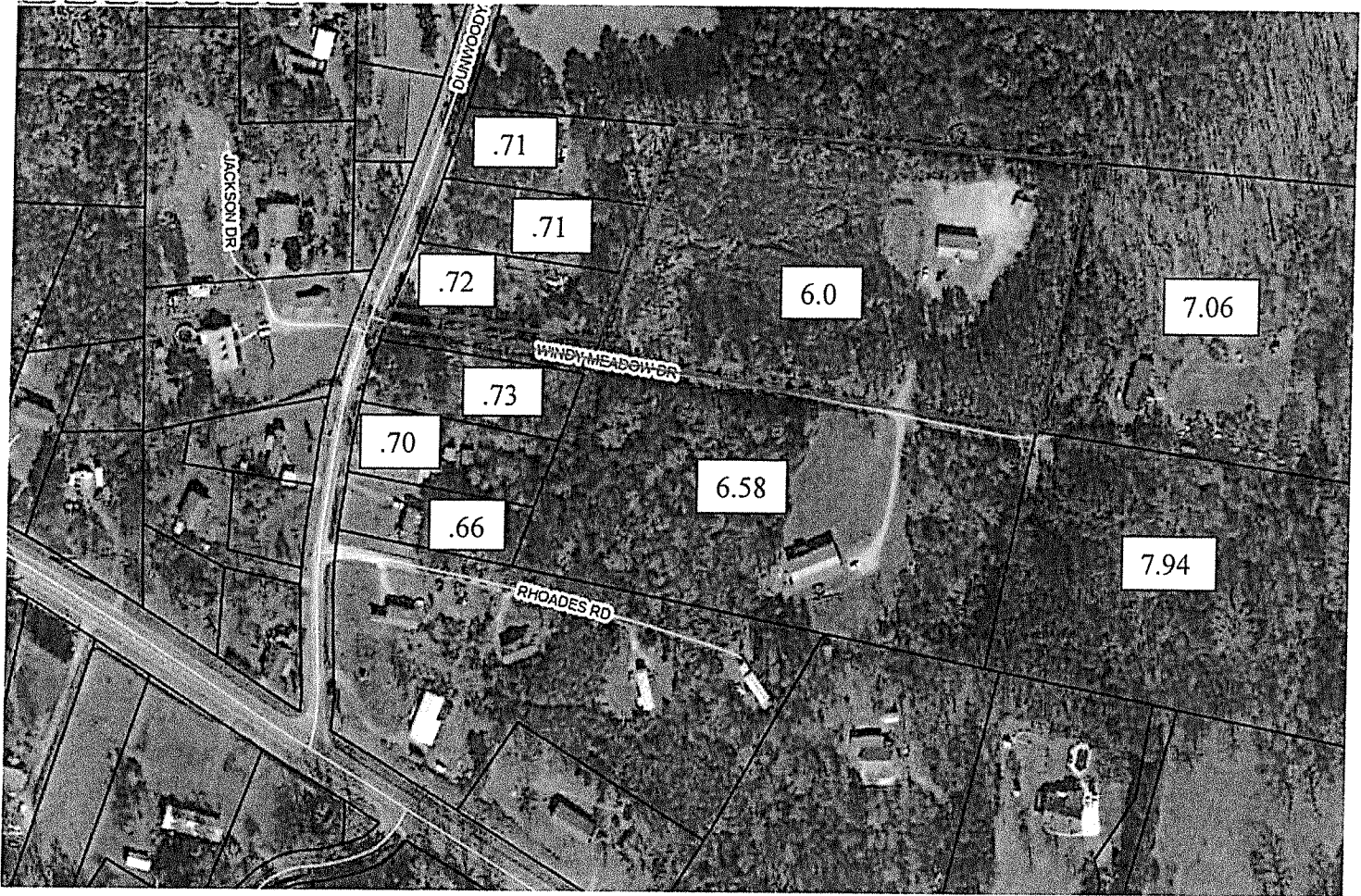
Suggested Development Strategy:

1. Permit and allow variances for conservation subdivisions designed to incorporate large amount of open space.
2. Allow limited commercial activities.
3. Preserve rural features and limit residential development to lot sizes of 1 to 5 acres (often designated as Residential-Agricultural or Agricultural Zoning Districts).
4. Whenever possible, connect to regional network of greenspace and trails available to pedestrians, bicyclists, and other non-vehicular means of transportation.
5. Limit the rate of water and sewer infrastructure expansion in a practical, responsible matter.
6. Resurface and repair roads when needed.

Land uses:

- Residential
- Agriculture/Forestry
- Parks/Recreation/Conservation

Key Word Objectives: Conservation, Agriculture, Forestry, Single family residential, Low-density development, Conservation subdivision, Trails





RESOLUTION R-018-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY FOR THE PURPOSE OF ENACTING A TEMPORARY EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR ZONING APPROVALS, BUILDING PERMITS, LAND DISTURBANCE PERMITS, AND ANY OTHER APPROVALS OR PERMITS, OR PROCESSING OF OR ISSUANCE OF DECISIONS ON ANY SUCH APPLICATIONS, REGARDING NEW SOLAR FARM OPERATIONS OR THE EXPANSION OF EXISTING OPERATIONS THAT PRODUCE SOLAR POWER

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

WHEREAS, the Georgia Constitution and general laws of the State of Georgia grant the local governing authority of each county jurisdiction to control all county property and to further adopt such ordinances and regulations as necessary to protect the public health, public safety, and general welfare of its citizens;

WHEREAS, for the purpose of this Resolution, a solar farm is defined as any structure(s) designed to produce solar energy and occupies ten or more acres of real property;

WHEREAS, solar panel developers and utility scale solar farms require large areas of real property, and the County's current zoning ordinance does not address the appropriate zone or zones for solar farms, as well as necessary buffers and setbacks;

WHEREAS, solar farms also require large areas of primarily flat real property that are currently used for farming purposes; and

WHEREAS, it is in the best interests of the County and its citizens to have zoning ordinances and other ordinances in existence for the orderly operation of Solar Farms; and

WHEREAS, renewable energy generated from Solar Farms is a valuable source of energy for commercial, industrial, and residential use in Walker County; and

WHEREAS, the Board desires to strike an appropriate balance between the use of solar energy and the other issues set forth above; and

WHEREAS, the Georgia Supreme Court has held that a moratorium with response to the application of a zoning ordinance may be put in place for a reasonable period of time without the necessity of complying with the notice requirements of the Georgia Zoning Procedures Law; and

WHEREAS, the Board needs time to review the issues set forth above, to prepare appropriate amendment(s) to the County zoning ordinance and prepare any other necessary ordinances regarding solar farms, to hold public hearings required by law, and to adopt such amendment(s) and other ordinances;

THEREFORE, BE IT RESOLVED that the Board hereby enacts a temporary emergency moratorium as follows:

1. This moratorium is enacted for temporary and emergency purposes only, and shall be in effect immediately upon the adoption of this Resolution and shall continue in existence for a total of 180 days from its adoption, or until it is repealed, whichever event occurs first;
2. This moratorium applies to all applications for any permit approval or issuance required for the construction, expansion, or operation of new or expanded solar farms. For the purpose of this moratorium, a solar farm is defined as any structure(s) designed to produce solar energy and occupies ten or more acres of land;
3. Neither the County nor any of its staff or departments shall accept applications for zoning approval, building permits, land disturbance permits, or any other approvals or permits, or process or issue any decisions on any such applications regarding facilities or structures for new or expanded solar farms;
4. No action taken by any person or entity during this temporary moratorium shall serve to vest any rights to develop or operate any solar farm operation;
5. Previously approved solar farm operations shall not be prevented by this moratorium under and consistent with prior final approval.

SO RESOLVED AND ADOPTED this 9th day of May, 2024.

ATTEST:

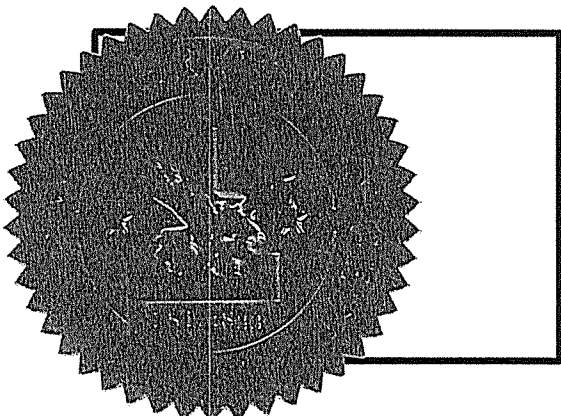
WALKER COUNTY, GEORGIA

Jessica R Staton

JESSICA STATON, Deputy Clerk

Shannon K Whitfield

SHANNON K. WHITFIELD, Chairman



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

**AGREEMENT
BY AND BETWEEN
THE TECHNICAL COLLEGE SYSTEM OF GEORGIA , WALKER
COUNTY SHERIFF'S OFFICE, AND WALKER COUNTY, GEORIGIA**

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of May, 2024, by and between the Technical College System of Georgia ("TCSG"), Georgia Northwestern Technical College (GNTC), Walker County Sheriff's Office (WCSO), and Walker County, Georgia ("County") (each individually a "Party" and collectively the "Parties").

WHEREAS, TCSG is responsible for the oversight and operations of postsecondary technical colleges, adult literacy programs, workforce development, and other programs and services pursuant to O.C.G.A. § 20-4-14 *et seq.*;

WHEREAS, County is responsible for administering the political subdivision of the State of Georgia known as Walker County;

WHEREAS, the Walker County Sheriff's Office is a law enforcement agency with jurisdiction over Walker County, Georgia;

WHEREAS, the Parties desire to establish a joint training facility for law enforcement personnel that serve Walker County and surrounding communities;

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth below, the Parties agree as follows:

1. **Scope of Work**. The Parties agree to the terms of the Scope of Work identified as Exhibit "A," attached hereto and incorporated by reference herein (the "SOW"). TCSG, WCSO, and County shall meet monthly or as needed to review, update, and incorporate added SOW to Exhibit "A".
2. **Written Responses and Documentation**. For any SOW that require a Party to provide written responses or documentation, such responses or documentation shall be provided no later than ten (10) days after the initial request, unless otherwise agreed to by the Parties in writing. Upon receipt of such written responses or documentation, the receiving Party shall have the option to produce a more definitive list of SOW required to meet the obligations of the Agreement.
3. **Term and Amendment**. This Agreement shall become effective upon signature of both Parties, and shall continue in full force and effect until 11:59 p.m. on December 31, 2033. Any changes, modifications, extensions, or amendments to this Agreement will be effective only if reduced to writing and signed by both Parties. Unless this agreement is terminated by any of the parties prior to the original 10-year term, this Agreement shall automatically renew for additional terms of 5 years each, until the agreement is terminated by any of the parties.
4. **Range Development**. WCSO agrees to furnish necessary funding, up to the amount of \$75,000.00 to facilitate the development of the law enforcement training facility on the Georgia Northwestern Technical College Walker County Campus. All parties agree to provide each other reasonable access to the facility.
5. **Termination for Convenience**. Each Party may terminate this Agreement at any time and for any reason by providing written notice to the other no less than ninety (90) days in advance of such termination. If this agreement is terminated within the initial ten-year term by any party without cause and not as a result of the fault of the County or the WCSO, then GNTC shall reimburse the county and the WCSO for all of their expenditures made pursuant to this agreement.
6. **Compliance with Laws**. The Parties agree to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations, and orders of federal, state and local governments, including orders of any court of competent jurisdiction, and standard operating procedures of TCSG. Without limitation to the generality of the

foregoing, the Parties agree to comply with any special conditions, undertakings, or representations attached hereto, all of which form a part hereof.

7. Licenses, Certifications and Insurance. The Parties agree to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services under this Agreement. TCSG and GNTC acknowledge that each is self-insured through the Georgia Department of Administrative Services, and that neither shall be responsible for damages caused by the other. The county and WCSO will maintain insurance to cover any damages that they are a proximate cause of. All parties agree to indemnify and hold harmless the other parties for damages that are caused by the actions of that party.
8. Cooperation. All Parties, their employees, agents, subcontractors, and assigns, agree to cooperate fully in the defense of any litigation brought against any Party or Parties relating to this Agreement, and each Party shall give the other prompt notice of any claim, demand, suit, or proceeding.
9. Assignment. The Parties will not transfer their right, title, or interest hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties.
10. Notices. Any notice under this Agreement shall be deemed duly given if delivered by electronic email with a copy sent through U.S. mail, by hand (against receipt), or by registered or certified mail to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to TCSG:

Technical College System of Georgia
Greg Dozier, Commissioner
1800 Century Pl NE, Suite 400
Atlanta, GA 30345
gdozier@tcsge.edu

With Copy to:

Technical College System of Georgia
Josh McKoon, General Counsel
1800 Century Pl NE, Suite 400
Atlanta, GA 30345
jmckoon@tcsge.edu

If to County:

Walker County Government
Shannon Whitfield, Chairman
Board of Commissioners
101 South Duke Street
LaFayette, GA 30728
commissioner@walkerga.us

With Copy to:

Walker County Government
County Attorney/Legal Policy Director
David Gottlieb
101 South Duke Street
LaFayette, GA 30728
d.gottlieb@walkerga.us

If to WCSO:

Walker County Sheriff's Office
Steve Wilson, Sheriff
105 South Duke Street
LaFayette, GA 30728
swilson@walkerso.com

With Copy to: Walker County Sheriff's Office
Lieutenant Patrick Cook
105 South Duke Street
LaFayette, GA 30728
pcook@walkerso.com

11. Headings. The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.
12. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken herefrom.
13. Legislative Modification. Notwithstanding any other provision of this Agreement to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes this Agreement at any time during the duration of this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the Parties in a manner consistent with any such restriction, prohibition, or modification.
14. Governing Law. This Agreement is executed in the State of Georgia, and the laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Courts of Walker County.
15. Remedies. No remedies or rights herein conferred upon the Parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).
16. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.
17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.
18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the Parties hereto with respect to the subject matter hereof are merged herein. This Agreement may be modified only by mutual consent of the Parties. Any modification must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

WALKER COUNTY, GEORGIA

**TECHNICAL COLLEGE SYSTEM
OF GEORGIA**

By: _____
Shannon Whitfield, Chairman
Board of Commissioners

By: _____
Greg Dozier
Commissioner

Date: _____

Date: _____

WALKER COUNTY SHERIFF’S OFFICE

By: _____
Steve Wilson
Sheriff

Date: _____

GEORGIA NORTHWESTERN TECHNICAL COLLEGE

By: _____
Heidi Popham
President

Date: _____

Scope of Work and Proposed Timeline
Georgia Northwestern Technical College Police Firing Range
Walker County Campus

Purpose & Need

The overall need for the qualification range has several facets. First, Georgia Northwestern Technical College (GNTC) Police has a priority to provide the best quality training for our officers in order to effectively deliver services to our students, staff, and faculty. This requires us to maintain our yearly training requirements through the Georgia Peace Officer Standards and Training Council, the Technical College System of Georgia, the CLERY Center, and beyond. This training includes annual firearms training and requalification, use of force, Crisis Intervention, and active shooter training. GNTC has found it to be a challenge to provide this training to all 40 employees across nine counties at once, so we have to space out that training throughout the year. We have to work around other agency schedules for our part time employees and we have to try to locate other ranges and locations to use. Walker County Sheriff's Office (WCSO) shares the same challenges.

By having a centralized location, we can provide training to our officers, without relying on other agencies to do it for us, or have to borrow their facilities. With less agencies competing for range time, we can train more effectively.

Second, having a centralized training location will allow us to maintain quality control on the curriculum and delivery of the information. The GNTC instructors would be vetted by GNTC's Police Department, and only those instructors would be allowed to provide training to our officers. The WCSO will vet its own officers.

Third, and one of the most important needs, is to provide GNTC's Basic Law Enforcement Program a permanent location to provide the firearms training needed for their course. Just like our department, they have to coordinate their training around the availability of another agency's range. By having a static location, and giving them first booking, they can easily set schedules, allowing the program that has already grown 61 percent, the ability to grown even more, and also provide more courses under economic development. WCSO shall be provided a minimum of 80 hours per month of range time.

The site will be located in Walker County because the Walker County Sheriff's Office has agreed to enter a partnership with GNTC Police, and provide approximately \$75,000 dollars in funding for the range. All Parties shall mutually agree regarding the cost of upkeep and payment of any maintenance.

In addition, this property is not in a defined flood zone area. Since the turning target system requires an electrical connection, it is best to avoid flood areas. The east end of the property provides a natural barrier from the college buildings. This not only makes it a much safer area, but also allows for noise reduction without a lot of construction. It will appear to be hidden from site from the campus.

The primary use of the Georgia Northwestern Technical College Police Firing Range is for law enforcement training for the GNTC Law Enforcement Academy, GNTC Police Department, and the Walker County Sheriff's Office (WCSO).

If any other agency requests the use of the range, it must be approved by the GNTC Police Chief and the Walker County Sheriff's Department's Training Division. No individual or agency will be permitted access on the site without a firearms instructor from GNTC Police, GNTC Law Enforcement Academy, or the WCSO.

The range site will be fenced and secured when not in use. Only firearms instructors approved collectively by GNTC Police, GNTC Law Enforcement Academy, or the WCSO will be allowed to open the site or conduct training at the site.

Most training at the site will be predetermined and an annual training calendar will be published by GNTC Police. A copy of this calendar will be provided to GNTC administration and GNTC's Walker County Campus Manager and WCSO. Any last-minute scheduled training will be heavily scrutinized and must require approval prior to entering the site.

Location

The Georgia Northwestern Technical College Police Firing Range site will encompass a square section of property in the southeast corner behind the parking lot of GNTC's Walker County Campus. The Walker

County Campus (WCC) is located at 265 Bicentennial Trail, Rock Spring, Georgia. This section of property is approximately 180 feet by 180 feet (0.743 acres) on its outer diameters.

The bullet impact location will be on the west wall, firing into the ridge line. This location will allow the rounds fired to avoid any residences, private property, or roadways. Safety berms will be constructed on both the north and south sides of the site, with a minimum height of 15 feet to 20 feet, depending on terrain. Dirt used to construct the berms will be taken from the leveling process for the range and possibly from the eastern end of the range to allow for preparation and staging areas. Estimated total land disturbance is expected to be under two (2) acres. Grass and other foliage will be planted on the berms to assist with aesthetics and sound dampening.

A driveway area will be cut from the rear parking area of the Walker County Campus. There is a trail cut just behind the automotive technology lab that will serve as a prime location to cut the drive. This area will be notated on the provided map area. A parking area will be built on the north side of the range as indicated on the overview picture below. Until this lot can be built, parking will be utilized in the south west parking lot behind the eastern end of the site.

Range Description

The range will consist of 12 lanes with two (2) target stands each. Power will be extended to the site location to operate the target system and to provide power to a utility building that will be used for storage and announcement area. The range site will be fenced with at least a six-foot fence. A planned safety barrier at the firing line will be located in front of the target stands and will be approximately three-feet high.

Timeline & Primary Responsibilities

The primary phase of this project will be completed during 2023. Over the next few years, additional work is requested such as adding coverings at the impact line, along with open coverings at the rear of the range for the preparation area and seating. Exterior lighting is also requested. The extension of GNTC’s security cameras to the range location is expected to be included in the primary phase (2023).

GNTC plans to re-apply for the Law Enforcement Training (LET) Grant in 2023. The addition of modular units to the site are anticipated in the future to add a simulator room and classrooms.

Responsible Party	Funding Source	Action	Timeframe
GNTC	NA	Site location identified	March 2023
GNTC and Walker County	NA	MOU/Agreement signed [to include the responsibility of the maintenance of the grounds; declaration of restricted access/hold harmless language and workers compensation info (GNTC covers GNTC employees/WCSO covers WCSO employees)]	June 2023
Walker County	Walker County	Site preparation and clearing	June-July 2023
Walker County	Walker County	Excavation, range, berms (north & south, 15-20 ft.), driveway construction on northwest corner of property, between the automotive lab and 400 building.	July 2023
Walker County	WCSO General Budget and Grant Funding	Grass, foliage, landscaping	July-August 2023
Walker County	Walker County	Concrete work for target system	July-August 2023
Walker County	Walker County	Range site covering (Astroturf or other soft service)	July- August 2023
GNTC	GNTC	Power at the site	July – August 2023
GNTC	GNTC	Fencing (six-feet)	July – August 2023

Responsible Party	Funding Source	Action	Timeframe
GNTC	Grant - \$85,000	Turning target system and installation	July – August 2023
GNTC	Norfolk Southern/CSX Donations/ WCSO Supplement from Grant funds, we also have some Foundation funds to help.	Safety barrier (three-feet)	July – August 2023
Walker County	Walker County	Portable Storage building and announcement area to include Hold Harmless signage at the entrance to show restricted access and hold harmless	July -August 2023
GNTC	GNTC General budget as allowed	Expand security camera system	July 2023 Ongoing
GNTC Police	NA	Training calendar established	August 2023
		Range opens	September 2023
GNTC and Walker County	Next LET Grant 23-24/WCSO General Budget allotment	Cover the impact line	July 2024
GNTC	Use Existing Bleachers at old cabin site.	Add seating area	July 2024
GNTC and Walker County	LET 23-24/WCSO Funding	Covered space at rear, preparation area, seating	July 2024
GNTC	LET 23-24 grant	Exterior lighting	July 2025
GNTC	LET 23-24 grant	Modular unit – simulator room	July 2026
GNTC	LET 23-24 grant	Modular unit - classroom	July 2026

****Funding sources in the timeline are negotiable between Parties as funding allows.****

Communication

GNTC and WCSO, along with Shannon Whitfield, the Walker County Commission Chairman, have had several meetings over this project, including site visits. GNTC and the WCSO hosted a community meeting about the project on December 7, 2022. There were two inquiries in regard to the meeting. Both were positive. One inquiry came from Tiffany Langston, director of the adjacent head start program, who wrote in an email:

I want to start off by saying it was nice to meet you this morning. I appreciate you answering all my questions about the training site. I really believe this will be a wonderful opportunity for our community. Thank you for considering my school in your plans and adding the extra barriers. It seems as though you all have done a fabulous job planning this and making sure it will be safe.

If there is anything I can ever do, or you need any information from me, always reach out. In addition to my information below my cell number is 423-999-5775.

*Smiles,
Tiffany Langston*

*Center Supervisor
Rock Spring Head Start/Early Head Start
Phone: 706-956-2470 ext. 7500
Email: tlangston@fragahs.com*

All other adjoining property owners had notices posted on their mail boxes and the community meeting was posted on Walker County social media. One property owner called prior to the meeting and was supportive. No other responses came from any others.

Oversight

Officer Brandon Roberson and part-time Officer Chris McDonald, will be GNTC’s Points of Contact for the Range site. Officer Roberson is GNTC Police’s Department Training Officer and Officer McDonald is a well established and experienced Range Master. BLE POC’s are James Pledger, Gary McConathy, and Tom Petty. They will provide their calendar to Officer Roberson so it can be entered into the internal facilities management system. Officer Roberson will be responsible for providing this calendar to the campus managers and the Chief of Police. The Chief of Police will provide the Calendar to the administration of the College. Lieutenant Patrick Cook of the Walker County Sheriff’s Office, will be the point of contact for their agency and will work with our POCs to ensure that all training will be accounted for. Last minute requests and approvals will be routed through Officer Roberson and the Chief of Police. The Chief of Police or his Designee will notify the campus manager as soon as possible if there will be a change. The Range will only be staffed when approved personnel are on site. No one will be allowed to use the site unless a certified firearms instructor from GNTC or WCSO is present. For last minute training, Officer Billy Bridges, who is our Walker Campus Officer, is a certified firearms instructor. As a caveat, GNTC Police employs approximately 10 firearms instructors.

Points of Contact:

PRIMARY:
Brandon Roberson jroberson@gntc.edu
Chris McDonald cmcdonald@gntc.edu

GNTCPD SECONDARY:
Chad Cardin ccardin@gntc.edu
Billy Bridges wbridges@gntc.edu

BLE:
James Pledger jpledger@gntc.edu
Gary McConathy gmconathy@gntc.edu
Tom Petty tpetty@gntc.edu

Walker County Sheriff’s Office:
Patrick Cook pcook@walkerso.com or pcook@gntc.edu

WCC RANGE MAP



DETAINEE CARE AGREEMENT

BETWEEN

WALKER COUNTY, GA
SHERIFF'S OFFICE

AND

HEALTHY MD CLINICAL, LLC.

THIS DETAINEE CARE AGREEMENT ("Agreement") is made and entered into this _____ day of May, _____ by and between the Walker County Sheriff Agency"), and Healthy MD Clinical, LLC. ("HMD Clinical").
Department

WHEREAS, Agency is responsible for the health care of detained individuals ("Detainees") in the custody of the Agency at Agency operated facilities in 105 South Duke Street,, and
LaFayette, GA 30729

WHEREAS, Agency desires for HMD Clinical to provide infectious disease treatment to the Detainees in Agency's custody.

WHEREAS, HMD Clinical has the ability and professional expertise to provide such services;

WHEREAS, HMD Clinical has the ability and expertise to provide pharmacy services to infectious disease populations supported;

WHEREAS, HMD Clinical is duly organized under the laws of the State of Florida with all requisite powers and authority to provide infectious disease services as set forth in this Agreement;

WHEREAS, Agency desires to engage HMD Clinical to provide infectious disease treatment pharmacy services to Agency detainees under the terms and conditions set forth herein, and pursuant to the rules and regulations of the Agency and any other applicable governmental regulatory agencies; and

WHEREAS, HMD Clinical agrees to provide such services based on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are deemed to be a part of this Agreement, and the mutual covenants and Agreements herein contained, it is agreed as follows:

Section I: Definitions

Whenever used in the Agreement, the following terms will have the meanings set out below:

1. "340B program" refers to the federal drug discount program established under Section 340B of the Veterans Health Care Act of 1992, codified at 42 USC § 256b.
2. "Contract Pharmacy" means a pharmacy serving as the agent of HMD Clinical for purposes of ordering and dispensing drugs purchased through the 340B program.
3. "Facility" and "Facilities" means one or more Agency detention centers.
4. "HepC" means the hepatitis C virus.
5. "Health Care Services" means outpatient consultative, diagnostic, treatment, evaluation, testing and other related medical services provided by medical professionals employed by or under contract with HMD Clinical to Patients. Health Care Services are provided through telemedicine technologies in place at Agency and HMD.
6. "HIV" means the human immunodeficiency virus.
7. "Patient" means a person who:
 - a. Is in the custody of an Agency Facility,
 - b. Is infected with HIV and/or HepC, or is at risk of acquiring HIV and suitable for PrEP; and
 - a. Has received Health Care Services from a health care professional employed by or under contract with HMD Clinical such that HMD Clinical maintains medical records for the person and retains responsibility for the care of the person; or
 - b. Meets future patient definition guidelines established by the Health Resources and Services Administration ("HRSA") that amend or supersede the patient definition guidelines published at 61 Fed. Reg. 55,156 (Oct. 24, 1996).

8. "Predisposition" means an individual that is in custody who has not been sentenced.
9. "PrEP" means pre-exposure prophylaxis for HIV.
10. "Telemedicine" refers to the remote diagnosis and treatment of individuals through telecommunications technology that includes secure real-time audio and video interactions.
11. "Treatment Protocol" means a medical protocol for treatment of HIV or HepC or the provision of PrEP.

Section II: Term

The initial term of this Agreement will be for three (3) years, unless terminated earlier as provided in Section IX: Termination. This Agreement will automatically renew for subsequent terms of one (1) year on the anniversary of the effective date of this Agreement, unless this Agreement is terminated as hereinafter set forth.

Section III: Obligations of HMD Clinical

For and in consideration of the opportunity to service patients, HMD Clinical agrees to perform such actions or undertakings necessary or reasonable to carry out its obligations and commitments under this Agreement. HMD Clinical agrees to perform the following duties, obligations, and undertakings:

- a. HMD Clinical shall comply with the requirements of the 340B program or connect patients with a 340B covered entity.
- b. HMD Clinical shall have sole responsibility for ensuring that all participating parties in this program are licensed and/or accredited for their respective areas of practice in accordance with HMD processes, policies and procedures. Upon written request of Agency, documentation of such licensing and/or accreditation will be provided to Agency.
- c. HMD Clinical and/or its Contract Pharmacies shall dispense prescription drugs for Patients, which shall be delivered to the appropriate Facility for administration.
- d. HMD Clinical and/or its Contract Pharmacies shall maintain records of Health Care Services including documentation relating to any Treatment Protocols and pharmacy services provided. HMD Clinical shall provide copies of said records to Agency upon written request.
- e. HMD Clinical and/or its Contract Pharmacies shall provide data reports to Agency containing dispensed prescription drug information and any other data as mutually

agreed upon by HMD Clinical and Agency. Data reports shall be submitted no later than the 10th of the month for the preceding month.

Section IV: Obligations of Agency

For and in consideration of the services provided by HMD Clinical hereunder, Agency agrees to perform the following duties, obligations and undertakings, either itself or through

CONTRACTOR:

- a. Agency shall be responsible for the administration of prescription drugs to Patients and the implementation of any HIV, PrEP, and HepC Treatment Protocols as directed by the treating HMD Clinical infectious disease medical personnel. Agency shall also be responsible for complying with those guidelines and procedures set forth under the Treatment Protocol.
- b. Agency shall be responsible for complying with any applicable federal, state, or local laws or regulations regarding its custody of drugs dispensed by HMD Clinical and/or its Contract Pharmacies for Patients. Agency represents and warrants that it shall not, under any circumstances, take title to 340B program drugs dispensed by HMD Clinical and/or its Contract Pharmacies.
- c. Agency will provide administrative, management, and nursing support services as required on-site at the Facilities.
- d. Agency agrees to pay HMD Clinical fee recited on Exhibit A, if applicable, on a monthly basis by the last day of every month. HMD Clinical may impose interest at the rate equal to the lesser of one and a half percent (1.5%) per month or the maximum amount of interest permitted by law on all sums that are unpaid.

Section V: Mutual Responsibilities

- a. All parties shall develop procedures to facilitate the necessary implementation of the Agreement and to include the procedures in their respective policy manuals and documents.
- b. The parties shall coordinate and cooperate in any state and federal audit requirements applicable to the Agreement, including but not limited to 340B program audits conducted by HRSA, a unit of the United States Department of Health and Human Services ("HHS"), and/or drug manufacturers, in accordance with 42 U.S.C. § 256b(a)(5)(C). Agency shall also cooperate with any internal compliance audits conducted by HMD.

Section VI: Independent Contractor

- a. The relationship between Agency and HMD Clinical is that of independent contractors. HMD Clinical will provide services hereunder through its medical professionals, pharmacists and other staff. Agency shall not control or direct the manner or means in which HMD's medical professionals, pharmacists and staff perform their professional services and render their professional decisions.
- b. It is further agreed and understood by the parties that, except as otherwise stated herein, neither Agency nor its agents will have or exercise any control or direction over the method by which HMD Clinical and/or its agents practice the practice of medicine and the practice of pharmacy; provided, however, that HMD Clinical and its agents will perform its services in accordance with the terms of this Agreement and such standards of professional ethics and best practices as may prevail during the term of this Agreement. Agency and its agents will likewise neither have nor exercise any control or direction over the method chosen by HMD Clinical and its agents in the course of performing the terms of this Agreement. If a dispute of interpretation arises as to what the relationship between the parties is, it is the intent of this Agreement that the interpretation of this document and all its terms and conditions be construed as creating an independent contract, and not an employment relationship.

Section VII: Insurance and Indemnification

- a. HMD Clinical shall maintain for itself and its employees, general liability insurance and workers' compensation insurance, and HMD Clinical agrees to indemnify and hold Agency harmless for any claims against Agency arising from HMD's failure to carry such insurance on behalf of itself and its employees. HMD Clinical shall maintain for itself, its contractors and agents, and its employees, and HMD Clinical shall further ensure that all those providing pharmacy services pursuant to this Agreement maintain, professional liability insurance with a carrier admitted and licensed in the State of Florida – covering the services provided by HMD Clinical hereunder with limits of at least One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. Such coverage will be on an occurrence basis or, if on a claims made basis, HMD Clinical shall purchase all "tail" coverage necessary to ensure that such professional liability coverage is in place to cover any and all claims arising out of the services provided by HMD, its contractors, agents and employees through the expiration of any statute of limitations applicable to such claims under the laws of the state where the terms of this Agreement are undertaken and will include claims arising from the rendering of or failure to render professional services even if those claims are brought under 42 U.S.C. Section 1983 and any other substantially similar federal and/or state statutes. HMD Clinical agrees to provide Agency with current certificates of insurance upon execution of this Agreement and upon request on an annual basis thereafter evidencing the above-required coverage. HMD Clinical will notify Agency as soon as HMD Clinical has received notice of any cancellation, termination, or other changes in said coverage. If Agency has not received evidence of current or renewal insurance coverage to be provided by HMD Clinical within ten (10)

business days following a certified mail return receipt request by Agency, then Agency may terminate this Agreement.

- b. HMD Clinical agrees to and shall indemnify and hold Agency, its parent, subsidiaries, affiliated and related companies, directors, officers, employees and agents harmless from and against any and all liability, claim, lawsuit, demand, settlement, loss, damage, judgment, cost and expense (including but not limited to reasonable attorney's fees as well as cost and expenses incurred prior to commencement of a lawsuit) arising out of or connected with any claims, demands, suits, settlements or judgments against Agency only to the extent arising solely from or solely related to the provision of services by HMD, or its employees, agents or representatives other than Agency based solely from HMD's performance of services under this Agreement.
- C. To the extent permitted by law, Agency agrees to and shall indemnify and hold HMD, its parent, subsidiaries, affiliated and related companies, directors, officers, employees and agents, harmless from and against any and all liability, claim, lawsuit, demand, settlement, loss, damage, judgment, cost and expense (including but not limited to reasonable attorney's fees as well as cost and expenses incurred prior to commencement of a lawsuit) arising out of or connected with any claims, demands, suits, settlements or judgments against HMD Clinical only to the extent arising solely from or solely related to the provision of services by Agency or its employees, agents or representatives other than HMD Clinical based solely from Agency's performance of services under this Agreement.
- d. As long as any such cooperation stated in this Section VII: D does not prejudice HMD Clinical, HMD Clinical shall fully cooperate when requested with Agency and Agency's legal counsel in the litigation or defense of any lawsuits initiated by or against Agency or any of its officers, employees or independent contractors. HMD Clinical shall work with Agency and Agency's legal counsel in the preparation and execution of Affidavits. HMD Clinical shall provide non-confidential records relating to the provision of pharmacy services to inmates as are pertinent to the investigation or defense of any claim related to Agency's conduct as may be requested by Agency or Agency's legal counsel. HMD's officers and/or employees shall be available to testify in Court proceedings and/or depositions when Agency or Agency's legal counsel informs them that their testimony is needed.
- e. If a claim alleges that liability, damages or losses have been caused by the acts or omissions of both parties, each party shall provide for its own defense or settlement of the claim and the respective liability for each party and rights of indemnification shall be determined by applicable statutory of common law. Further, HMD Clinical shall procure an appropriate clause in or endorsement on the insurance policy required by Paragraph A of this Section VII pursuant to which the insurance company waives subrogation or consents to a waiver of recourse as against the other party from their respective insurers and shall provide written documentation thereof to Agency.
- f. The above indemnification agreement provision shall survive the termination of this Agreement, regardless of the cause-giving rise to the termination.

Section VIII: Non-Disclosure of Confidential Information

- a. Patient Privacy and HIPAA Compliance. The parties recognize that they are healthcare providers within the meaning of the federal Health Insurance Portability and Accountability Act ("HIPAA"). The Parties acknowledge that as covered entities under HIPAA, each must comply with HIPAA Rules concerning the confidentiality, privacy, and security of Protected Health Information as defined in 45 CFR 160.103, and the regulations promulgated from time to time thereunder. Failure by either Party to abide by these requirements shall be a basis for immediate termination of this Agreement.
- b. Non-Disclosure of Confidential Information. In the course of performing under this Agreement, a party may receive, be exposed to or acquire confidential information including but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identified as confidential of the other party ("Confidential Information"). Without limiting the foregoing, the parties acknowledge and agree that this Agreement, including the pricing terms of this Agreement, constitutes Confidential Information. For purposes of this Agreement, Confidential Information shall not include Protected Health Information, the security of which is provided for elsewhere. The parties, including their respective employees, agents or representatives shall: (i) not disclose to any third party the Confidential Information except as otherwise permitted by this Agreement, (ii) only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement, and (iii) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. Notwithstanding anything to the contrary herein, each party shall be free to use, for its own business purposes, any ideas, suggestions, concepts, know-how or techniques contained in information received from each other that directly relates to the performance under this Agreement. This provision shall not apply to Confidential Information: (1) after it becomes publicly available through no fault of a party hereto; (2) which is later publicly released by a party hereto in writing; (3) which is lawfully obtained from third parties without restriction; (4) which can be shown to be previously known or developed by a party hereto independently of another Party; or (5) that is legally required by court order, law, or other governmental regulation or authority to be disclosed; provided, that unless prohibited by law, such disclosure may be made only after giving written notice to the party whose Confidential Information is to be disclosed so that it may object to such disclosure and seek a protective order and; provided, further that the disclosure shall be limited to only that portion of the Confidential Information which is legally required to be disclosed.

Section IX: Termination

- a.

Notwithstanding anything to the contrary herein, this Agreement may be terminated early:

- a. Upon prior written notice of a material breach of this Agreement by the non-breaching party to the breaching party, which is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days. The party's waiver or failure to take action with respect to the other party's failure to comply with any term or provision of this Agreement shall not be deemed to be a waiver of the right to insist on future compliance with such term or provision;
- b. The parties intend for their relationship under this Agreement to be in full compliance with all applicable laws and regulations. If a party believes in good faith, as supported by a legal opinion written by competent counsel, that ongoing enforcement of this Agreement would be in violation of such standards, it may request in writing that the terms of this Agreement be modified as necessary to bring it into compliance with such standards. If the parties are unable to agree on appropriate modifications within thirty (30) days after the provision of such request, any party may thereafter terminate this Agreement at any time by providing written notice of termination to the other.
- c. Either party may terminate this Agreement in writing at any time upon cancellation, termination, or failure to renew any insurance coverage that either party is required by this Agreement to maintain, or reduction of coverage below the minimum coverage either party is required to provide under this Agreement;
- d. Notwithstanding the termination of this Agreement, the parties will carry out any provisions hereof which contemplate performance by them subsequent to such termination, and such termination will not affect any liability or other obligation, which has accrued up and to including the date of such termination.
- e. The Agency and HMD Clinical shall each have the right to terminate this Agreement without cause upon providing the other party a minimum 30 day written notice of the termination of this Agreement.

Section X: General Provisions

This Agreement together with the documents attached hereto and incorporated herein constitutes the entire Agreement between the parties and is intended as a complete Agreement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This Agreement supersedes any prior oral or written Agreement, except that the provisions regarding non-disclosure/non-solicitation survive terminations. Amendments or modifications to this Agreement may be made only by written agreement signed by both parties.

Any written notice given under this Agreement by either party will be delivered to the addressee via certified mail, return receipt requested, to the address set forth below unless prior written notice of a change of address has been furnished, in which case such changed address will be used.

If Agency:

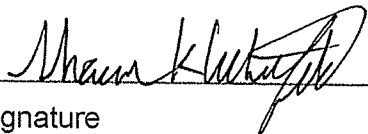
Walker County Sheriff's
105 South Duke Street,
LaFayette, Georgia
30728

If HMD Clinical:

Healthy MD Clinical, LLC
5701 NW 88th Ave., Ste 300
Fort Lauderdale, FL 33321

- a. The captions or headings are for convenience only and are not intended to limit or define the scope or effect any provision of the Agreement.
- b. The invalidity or unenforceability of any particular provisions of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.
- c. The parties do not intend to create in any other individual or entity, including any Patient, the status of third party beneficiary, and this Agreement shall not be construed as to create such status. The rights, duties and obligations contained in this Agreement shall inure solely to the benefit of such parties. The parties further intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or bring an action for the breach of or for damages or relief under this Agreement.
- d. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.
- e. The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach hereof.
- f. Binding upon Authorized Execution: This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. The exclusive jurisdiction and venue for any legal action shall be in the Superior Court of Walker County, Georgia.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed and be dated as of the day and year first above written.


signature

Shannon K Whitfield, Chairman/CEO 5/9/2024
printed name, title date

HEALTHY MD Clinical, LLC

signature

printed name, title date

EXHIBIT A

PRICING AGREEMENT

MEDICATION - PRICING AND PAYMENT SCHEDULE

The below fee schedule only applies to those patients who are not predisposition or do not otherwise qualify to HMD Clinical's predisposition care. It typically takes thirty (30) days for a patient to qualify and enroll in the Predisposition Care Program, during the enrollment period, the Post Disposition Care fee schedule shall apply. There is no Facility or Agency fee for the Predisposition care Program.

POST DISPOSITION CARE FEE SCHEDULE

HIV	Price Per Pill	Dispensing Fee per Blister Pack	Visit Fee	Lab Fee
Biktarvy	\$ 120.47	\$ 10.00	\$100.00	Cost + 10% process and handling fee
Symtuza	\$ 139.75	\$ 10.00	\$100.00	Cost + 10% process and handling fee
Odefsey	\$ 124.50	\$ 10.00	\$100.00	Cost + 10% process and handling fee
Genvoya	\$ 107.39	\$ 10.00	\$100.00	Cost + 10% process and handling fee

PREP	Price Per Pill	Dispensing Fee per Blister Pack	Visit Fee	Lab Fee
Descovy	\$ 42.50	\$ 10.00	\$100.00	Cost + 10% process and handling fee
Truvada	\$ 25.78	\$ 10.00	\$100.00	Cost + 10% process and handling fee
Emtricitabine/Tenofovir (Generic Truvada)	\$ 0.42	\$ 10.00	\$100.00	Cost + 10% process and handling fee

NPEP	Price for 28 Day Supply	Dispensing Fee per 28 Day Supply	Visit Fee	Lab Fee
Tivicay + Generic Truvada	\$ 1,354.62	\$ 10.00	\$100.00	Cost + 10% process and handling fee

HEP C	Price for 30 Day Supply	Dispensing Fee per 30 Day Supply	Visit Fee	Lab Fee
Generic Eplusa	\$ 5,653.85	\$ 10.00	\$100.00	Cost + 10% process and handling fee

MENTAL HEALTH	Price Per Injection	Dispensing Fee per Injection	Visit Fee	Lab Fee
Abilify Maintena (Injection)	\$ 1,717.91	\$ 10.00	\$100.00	Cost + 10% process and handling fee
Invega Sustenna (Injection)	\$ 1,115.50	\$ 10.00	\$100.00	Cost + 10% process and handling fee
Risperidone/Risperdal Consta (Injection)	\$ 619.75	\$ 10.00	\$100.00	Cost + 10% process and handling fee
Haldol (Injection)	\$ 102.13	\$ 10.00	\$100.00	Cost + 10% process and handling fee

NO INDUCEMENT

The compensation being paid to HMD Clinical for the services rendered hereunder is remuneration for specific and actual services rendered by HMD Clinical and such payments are in no way intended to exercise influence over the reason or judgment with respect to referrals or the selection of service providers by any of HMD's officers, directors, owners, employees or agents, and in no way contingent upon, HMD's recommendation, referral or

other form of arrangements by HMD Clinical or others acting on behalf of HMD Clinical of any item or service offered by Provider. Each of the parties expressly represents, warrants, and covenants that no payment shall be made at any time, directly or indirectly, by either party to any physician or other person or entity as inducement or remuneration for referral of a patient to Provider or any other affiliate of Provider and neither party shall take any action in violation of the Anti-Kickback Statute, Section 1128B of the Social Security Act, as amended, and codified at 42 U.S.C. § 1320a-7b, the Stark Law, the Florida Patient Self-Referral Act and all other applicable state or local laws and regulations.

SHIP TO

WALKER COUNTY SHERIFF'S OFFICE
105 S DUKE ST.
LA FAYETTE, GA 30728

BILL TO

WALKER COUNTY SHERIFF'S OFFICE
P.O. BOX 767
LA FAYETTE, GA 30728

PURCHASE ORDER
NO. 2024-00001593

DATE 04/29/2024

VENDOR 56504 SOUTHERN EMERGENCY PRODUCTS LLC

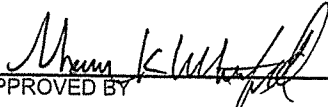
CONTACT

SOUTHERN EMERGENCY PRODUCTS LLC
380 ROY BIRD RD
ROCK SPRING, GA 30739

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR
RESOLUTION #
PAYMENT TERMS

Christopher Anderson

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles - 2024 DODGE DURANGO (7) VEHICLE EQUIPMENT SPLOST	\$63,240.2900	\$63,240.29
			TOTAL DUE	\$63,240.29


APPROVED BY

SPECIAL INSTRUCTIONS



Walker County Planning Office
Rezone, Conditional Use Variance & Variance Application

☐ Rezone ☐ Conditional Use Variance ☒ Variance

Current Zoning:	Requested Change:	
A-1	Variance	
Map & Parcel	Date:	Fee:
D-515-1-020C		\$150.00

Applicant/Owner & Phone: Roy & Kimberly Ballard 706-264-6776

Street Name & Number: 255 Windy Meadow Drive

Mailing Address: Same AS Above

City, State, Zip Code: Lafayette GA 30728

Request: We would like to divide off less than five acres in a A-1 zoning for my child to put a home on.

PLANNING COMMISSION RECOMMENDATION:

☐ APPROVED AS SUBMITTED

☐ APPROVED WITH CONDITIONS

4-18-2024

☒ TABLED

The Planning Commission tabled the request due to inadequate information

☐ DENIAL

BOARD OF COMMISSIONERS FINAL DECISION:

☐ APPROVED AS SUBMITTED

☐ APPROVED WITH CONDITIONS

☒ TABLED 5-9-2024

☐ DENIAL

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

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

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

Signature of Applicant/Owner:

Kimberly Ballard 4-15-24
APPLICANT/OWNER DATE

Walker County Departmental Statistics - April 2024



Department		Monthly Totals				YTD Totals		YTD Totals		Yearly Totals		Yearly Totals		Yearly Totals						
Animal Shelter	March	Cats	Dogs	April	Cats	Dogs	2024	Cats	Dogs	2023	Cats	Dogs	2022	Cats	Dogs	2020	Cats	Dogs	2019	Cats
Intake	114	59	83	93		381	206	1,066	469	1,138	452	1,322	648	1,093	516	1,094	295			
Adopted	72	15	25	8		158	40	252	84	191	150	31	91	33	65	208	152			
Rescued	49	51	27	50		167	190	615	234	720	245	999	494	919	397	766	119			
Returned to Owner	21	2	21	4		59	7	179	21	249	17	238	18	119	6	112	3			
Euthanized	3	1	0	1		20	3	48	16	35	27	17	23	20	6	31	7			
Codes Enforcement & Litter		March	April			2024	2023	2022	2021	2020	2019									
Inspections		109	266			717	1,619	3,553	19,409	6,672	9,309									
Closed Cases		0	1			22	54	73	154	161	58									
Roadside Trash Pounds		15,420	9,540			44,120	26,220	74,000	143,723	143,800	143,330									
Elections						2024	2023	2022	2021	2020	2019									
Active Voters (see YTD total)						42,637	41,961	43,200	43,025	43,719	40,281									
Fire Rescue		March	April			2024	2023	2022	2021	2020	2019									
Calls for Service		617	603			2,416	6,550	6,148	4,173	3,478	6,091									
Units Handling Calls for Service		919	844			3,572	9,429	9,433	7,024	5,705	8,815									
Smoke Alarms Installed		11	8			42	139	190	368	322	781									
SirenGPS Subscribers (6,228 total)		3	105			735	489	645	2,716	391	1,243									
Mountain Cove Farms		March	April			2024	2023	2022	2021	2020	2019									
Total Nights Booked		69	34			139	789	1,016	892	840	1,102									
Planning		March	April			2024	2023	2022	2021	2020	2019									
Single Family New Home Construction		25	28			95	352	142	157	150	128									
Building Inspections		265	332			1,132	4,395	2,291	1,755	1,595	1,424									
Public Relations		March	April			2024	2023	2022	2021	2020	2019									
External Media Impressions (stories)		37	19			101	297	327	460	460	451									
Facebook Followers Added (18,037 total)		152	90			473	2,185	2,722	1,227	2,768	1,880									
Facebook Posts (main page)		29	31			124	372	342	519	888	602									
WalkerCountyGA.gov views		51,722	47,029			182,294	526,068	504,354	568,384	668,051	357,989									
Newsletter Subscribers Added (6,185 total)		2	5			61	219	345	1,376	1,104	971									
Public Works		March	April			2024	2023	2022	2021	2020	2019									
Patching/Potholes		428	629			1,575	4,423	3,124	4,157	5,785	6,148									
Walker Transit		March	April			2024	2023	2022	2021	2020	2019									
Total Trips		2,076	2,400			8,531	30,456	27,869	18,420	17,436	26,535									

Best Friends: Data Matrix

Criteria:

Enter from date: 04/01/2024

Enter to date: 04/30/2024

	Species					
	Canine			Feline		
	Adult	Up to 5 months	Unknown Age	Adult	Up to 5 months	Unknown Age
Beginning Animal Count 2024-04-01	119	33	0	4	4	0
Intakes: Stray/At Large	12	4	0	4	0	0
Intakes: Transferred in from Municipal Shelter	0	0	0	0	0	0
Intakes: Transferred in from Other Rescue Group	0	0	0	0	0	0
Intakes: Owner Requested Euthanasia	0	0	0	0	0	0
Intakes: Relinquished by Owner	50	8	0	52	31	0
Intakes: Returns	6	0	0	1	0	0
Intakes: Other Intakes	4	5	0	1	5	0
Live Outcomes: Adoption	20	5	0	8	0	0
Live Outcomes: Returned to Owner	21	0	0	4	0	0
Live Outcomes: Returned To Field	0	0	0	0	0	0
Live Outcomes: Transferred to Municipal Shelter	0	0	0	0	0	0
Live Outcomes: Transferred to Other Rescue Group	21	6	0	32	18	0
Live Outcomes: Other	1	0	0	0	0	0
Other Outcomes: Died in Care	1	0	0	0	6	0
Other Outcomes: Lost in Care	0	0	0	0	0	0
Other Outcomes: Euthanasia	0	0	0	1	0	0
Other Outcomes: Owner Requested Euthanasia	0	0	0	0	0	0
Ending Animal Counts 2024-04-30	129	36	0	17	16	0
Spays/Neuters: Pre-Adoption	28	6	0	44	2	0
Spays/Neuters: Free for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for General Public	0	0	0	0	0	0
Spays/Neuters: TNR	0	0	0	0	0	0
Spays/Neuters: Other	0	0	0	0	0	0

**WALKER COUNTY BOARD OF COMMISSIONER
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 May 9, 2024.

2.

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

3.

In my capacity as Commission Chair I preside over the executive session. The executive session was called to order at 8:34 p.m. The following Commissioners were present: Blakemore, Hart, Askew, and Stutz

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):

SKW **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);

_____ **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 of 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 9th day of May, 2024.

Shannon K Whitfield

Print Name: Shannon K Whitfield

Print Title: Commission Chairman

Sworn to and subscribed before me this
9th day of May, 2024.

[Signature]
Notary Public

My commission expires: _____

