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 July 13, 2023 at 7:00 p.m.

REGULAR SCHEDULED MEETING

- **Invocation & Pledges**

- **Chairman Whitfield will Call to Order the Regular Meeting**

- **Clerk establishes a Quorum is present**

- **Approve Agenda**

- **Approve Minutes**
  Approval of the Minutes for the Regular Scheduled Meeting Held on June 22, 2023 at 7:00 p.m.

- **Public Comment**

- **Unfinished Business**
  James Lyon requests seven variances for more than six on a private drive for property located at 0 Gilley Lane, Chickamauga, GA 30707. Tax map & parcel number 0-041-025. (*Item was withdrawn*)

- **New Business**
  Resolution R-025-23 to Appoint a Member of the LaFayette-Walker County Library Board

  Resolution R-026-23 to Declare Property as Unserviceable Surplus

  Resolution R-027-23 to Transfer an Employee of the Lookout Mountain Judicial Circuit District Attorney's Office To A State Paid County Reimbursed Employee

  Resolution R-028-23 to Accept the Terms and Conditions of the American Rescue Plan Act Improving Neighborhood Outcomes in Disproportionately Impacted Communities Grant Program

  R-029-23 Amend Fiscal 2023 Budget to Expend Funds for Personal Services

  Purchase Order 2023-00002222 for $406,518.76 to Play & Park Structures for Walker Rocks Playground Phase 1 (Funding from 2020 SPLOST and Tourism Product Development fund)

  Approval of Office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project Name: Adult Felony Drug Court, Subgrant Number: J24-8-032

  Approval of Office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project Name: Mental Health Court, Subgrant Number: J24-8-073

  Memorandum of Understanding with the Family Crisis Center

  Purchase Order 2023-00002161 for $32,945.50 to Southern Emergency Products LLC for new equipment for the Sheriff's Office.

- **Commissioner Comments**

- **Adjourn**

NEXT REGULAR MEETING - Thursday, July 27, 2023

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

Minutes of the Regular Meeting

July 13, 2023 - 7:00 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 7:00 PM on July 13, 2023.

II. Attendees:

The following were present: Chairman Whitfield, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Legal and Policy Director David Gottlieb, Public Relations Director Joe Legge and Board Clerk Whitney Summey. 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 add Resolution R-029-23 and Purchase Order 2023-00002161 to the agenda, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried to approve the agenda.

IV. Approval of Minutes:

Commissioner Stultz made a motion to approve the minutes of the Regular Scheduled Meeting held June 22, 2023 at 7:00 p.m., seconded by Commissioner Hart, 3 ayes and 0 nays, motion was approved.

V. Public Comment:

I. Jim Pope asked Commissioner Stultz what benefit citizens had from the meeting with Ken Jarrard. Commissioner Stultz said Ken Jarrard gave an overview of how the county could transition with a county manager. He said the Jarrard firm is a specialist in county government and it gave the Board an insightful second opinion.

II. Gary Williams asked why the City of Rossville did not apply for a grant for the $2.2 million park project since the property was in the city. Commissioner Whitfield said the city also applied for grants for another property. He explained the county surrounds the property and said the county had a good opportunity for grant approval. Mr. Williams asked about the verbage difference in Resolution R-028-23. Chairman Whitfield explained the verbage difference is because this is an electronically signed document and may have supporting documents to carry out the resolution later, usually a resolution is a one and done document.

VI. Unfinished Business:

I. Chairman Whitfield said the request from James Lyon for seven variances for more than six on a private drive for property located at 0 Gilley Lane, Chickamauga, GA 30707, tax map and parcel number 0-041-025, had been withdrawn.

VII. New Business:

I. Chairman Whitfield read Resolution R-025-23 to appoint a member of the LaFayette-Walker County Library Board. Chairman Whitfield made a motion to appoint Jeff Potts, seconded by Commissioner Hart, 3 ayes and 0 nays, motion carried.

II. Chairman Whitfield read Resolution R-026-23 to declare property as unserviceable surplus. Commissioner Stultz made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

III. Chairman Whitfield read Resolution R-027-23 to transfer an employee of the Lookout Mountain Judicial Circuit District Attorney's Office to a state paid county reimbursed employee. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 3 ayes and 0 nays, motion carried.

IV. Chairman Whitfield read Resolution R-028-23 to accept the terms and conditions of the American Rescue Plan Act Improving Neighborhood Outcomes in Disproportionately Impacted Communities grant program. Commissioner Stultz asked if there was additional funding if the grant falls short. Chairman Whitfield said the $500,000 requested in the resolution would comes from county ARPA funding. Commissioner Stultz asked the time frame for the project and said he has citizens that would like to see how the money is being spent from an accounting standpoint. Chairman Whitfield said there is still a lot of engineering work that needs to be done to get the full scope of work and approval from the grant but the project is expected to be completed by the fourth quarter of 2024. Commissioner Askew made a motion to approve, seconded by Commissioner Stultz, 3 ayes and 0 nays, motion carried.

V. Chairman Whitfield read Resolution R-029-23 to amend the fiscal year 2023 budget to expend funds for professional services. He said this will allow a third party to review and give an evaluation on unfreezing the pension fund that was frozen in 2008. He said the Board and Trustees of the pension plan have worked hard and this will allow them to take the next steps. Commissioner Askew made a motion to approve, seconded by Commissioner Hart, 3 ayes and 0 nays, motion carried.

VI. Chairman Whitfield read Purchase Order 2023-00002222 for $406,518.76 to Play and Park Structures for Walker Rocks Playground Phase 1. He said the playground will be at the Civic Center Campus by the pavilion. He said it will be a national demonstration site for inclusive play. Commissioner Askew said his wife works at Play and Park Structures parent company Playcore. He said in order to keep transparency with citizens he would like to recuse himself from the vote to avoid a conflict of interest. Chairman Whitfield asked for a roll call for the vote since Commissioner Blakemore was absent and Commissioner Askew recused himself from the vote. Commissioner Stultz made a motion to approve, seconded by Commissioner Hart. Chairman Whitfield, Commissioner Hart, and Commissioner Stultz voted in favor to approve. 3 ayes and 0 nays, motion carried.

VII. Chairman Whitfield reviewed the approval of the office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project name: Adult Felony Drug Court, Subgrant Number: J24-8-032. He said this is a yearly subgrant that comes before the Board because they are the fiscal agent. Commissioner Stultz made a motion to approve, seconded by Commissioner Hart, 3 ayes and 0 nays, motion carried.

VIII. Chairman Whitfield reviewed the approval of the office of the Governor Criminal Justice Coordinating Council Subgrant Award, Project name: Mental Health Court, Subgrant Number: J24-8-073. He said this is a yearly subgrant that comes before the Board because they are the fiscal agent. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

IX. Chairman Whitfield read the Memorandum of Understanding with the Family Crisis Center. He said this comes before the Board every year to show ongoing support for the organization. Commissioner Hart made a motion to approve, seconded by Commissioner Stultz, 3 ayes and 0 nays, motion carried.

X. Chairman Whitfield read Purchase Order 2023-00002161 for $32.945.50 to Southern Emergency Products LLC. He said this request will equip new vehicles at the Sheriff's Office with the equipment they need to be fully operational. Commissioner Stultz made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.

VIII. Commissioner Comments:

I. Commissioner Askew said the Down Home Days event in Chickamauga had a great turnout. He gave information on the Gordon Lee FFA Cattlemen's event coming up. He encouraged everyone to check on neighbors and animals in the extreme heat.

II. Commissioner Hart gave a shout out to Jennifer Martin at the Chamber of Commerce for the great job she has been doing. He said the Chamber will be hosting Tyler Harper, the new Georgia Agriculture Commissioner, next week and encouraged everyone to come out. He said the new community update went out and he was very proud to see the County's new credit rating. He said there has been a lot of work the last six years to improve the rating.

III. Commissioner Stultz thanked all of the county employees for their hard work and dedication and working through the extreme heat. He thanked Randy Pittman for his work on the Historic Preservation Committee and encouraged everyone to come out to their meetings to learn about the history of Walker County.

IV. Chairman Whitfield said the new credit rating has been a team effort over the years. He said the County is in a better financial standing and was re-rated because the position has changed so significantly. He said the recreation projects have been a vision of the county since 2019 and he is excited to see these projects begin. He said phase two will be an expansion and the goal is to make the Civic Center a destination site in the county. He said these two projects are just the start of many over the next few years.

IX. Adjournment:

I. Commissioner Hart made a motion to adjourn the meeting, Commissioner Askew seconded the motion. Motion carried and the meeting was adjourned at 7:54 PM.

Shannon K. Whitfield   07/27/2023
Chairman/CEO   Date
Walker County Georgia

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

July 13, 2023

7:00 PM

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

Sign In Sheet

Regular Scheduled Board of Commissioners Meeting

July 13, 2023

7:00 PM

Name	Address
Bill Browne	Rock Spring, GA
[illegible]	LaFayette GA
Jim Pope	Villanow, GA
Randy Pittman	Rossville
Jon Pursley	Planning
Carlos Bones	Road
Nathan Gibson	Flintstone, GA

RESOLUTION R-025-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPOINT A MEMBER OF THE LAFAYETTE-WALKER COUNTY PUBLIC LIBRARY BOARD

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 to all committees of the board with the approval of the board; and

WHEREAS, O.C.G.A § 20-5-42 (a) provides that a county board of trustees shall consist of at least one appointee from each governmental agency financially supporting the library on a regular basis; and

WHEREAS, O.C.G.A. § 20-5-42 (b) provides that a regional board of library trustees shall consist of trustees serving on members county boards who are appointed to the regional board by each county board for a term specified in writing pursuant to the constitution and bylaws of the library system; and

WHEREAS, a vacancy exists on the LaFayette-Walker County Public Library Board due to the expiration of the term for Jeff Potts; and

WHEREAS, Chairman Whitfield submits the following appointment to serve on the LaFayette-Walker County Public Library Board:

Jeff Potts - for a term beginning July 1, 2023 and ending June 30, 2026

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the appointment of Jeff Potts is approved.

SO RESOLVED AND ADOPTED this 13th day of July, 2023.

ATTEST:

Whitney Summey

Whitney Summey, Deputy Clerk

WALKER COUNTY, GEORGIA

Shannon K Whitfield

SHANNON K. WHITFIELD, Chairman

The foregoing Resolution received a motion for Passage from Commissioner Whitfield, second by Commissioner Hart, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.

Cherokee Regional Library System

DADE | CHICKAMAUGA | LAFAYETTE-WALKER | ROSSVILLE

SINCE 1942

Mr. Shannon Whitfield
Walker County Executive Commissioner
PO Box 445
LaFayette, GA 30728

May 18, 2023

Dear Commissioner Whitfield:

As a governmental funding agency that supports the LaFayette-Walker County Public Library, the Rossville Public Library, and the Chickamauga Public Library, the Walker County Commission makes a total of six appointments to the local Library Boards of Trustees. According to law, these appointments are set up on a rotating basis. The Constitutions of these Boards of Trustees states that

1. The term of office is three years, starting July 1
2. No member may serve on this board for more than four successive three-year terms of office.

There are two re-appointments we are asking you to make at your next meeting.

Re-Appointee	**Library Board**	**Term**
Jeff Potts PO Box 1 Rock Spring, GA 30739	LaFayette-Walker Public Library Board	July 1, 2023 – June 30, 2026

We ask that you make this re-appointments during the month of June, and that you notify the appointee and the library, in writing, in accordance with law. The next meeting of the LaFayette-Walker County Public Library is on July 24, 2023. For your convenience, I am attaching a form letter you may wish to use in notifying the appointee and the library of these appointments.

Thank you for your thoughtful attention to these important appointments to represent the citizens of Walker County on the public library boards of trustees.

Sincerely,

Lecia Eubanks

Lecia Eubanks, Director
Cherokee Regional Library System

Jeff Potts
PO Box 1
Rock Spring, GA 30739

Dear Mr. Potts,:

As a funding agency of the three Walker County Public Libraries, the Walker County Commission is responsible for appointing members to the local Boards of Trustees. The term of office is three years, with the possibility of re-appointment for a total of four three-year terms.

I have reappointed you to a term on the LaFayette-Walker County Public Library Board of Trustees. This term is for a term beginning July 1, 2023, and ending June 30, 2026.

The next meeting will be at 4:00 p.m. on July 24 at the LaFayette-Walker County Public Library.

We appreciate your willingness to serve as a library board member. If you have questions, you may call Lecia Eubanks, Director, at 706-638-7557.

Sincerely,

Shannon K. Whitfield

Lecia Eubanks, Director
Cherokee Regional Library
305 South Duke Street
LaFayette, GA 30728

Dear Mrs. Eubanks:

The following person has been re-appointed to the LaFayette-Walker County Public Library Board of Trustees on July 13, 2023:

Jeff Potts, PO Box 1, Rock Spring, GA 30739

Sincerely,

Shannon K Whitfield

P.O. Box 445
LaFayette, GA 30728
walkercountyga.gov

Office: 706.638.1437
commissioner@walkerga.us

Shannon K. Whitfield
Chairman/CEO
Walker County, GA

July 13, 2023

Mr. Jeff Potts,
P.O. Box 1
Rock Spring, GA 30739

Dear Mr. Potts,

It is with great pleasure that I appoint you to the LaFayette- Walker Public Library Board. Your term will begin immediately and expire on June 30, 2026.

Thank you for your willingness to serve the citizens of Walker County and we look forward to working with you in the future.

Sincerely,

Shannon K. Whitfield
Shannon K. Whitfield
Chairman, Walker County Board of Commissioners

RESOLUTION R-026-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO DECLARE PROPERTY FROM THE WALKER COUNTY SHERIFF'S OFFICE AS UNSERVICEABLE SURPLUS AND REMOVED FROM THE COUNTY INVENTORY

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

WHEREAS, the Walker County Sheriff's Office has requested the property listed on **Exhibit A** be deemed unserviceable surplus and further requests that the property be removed from the County inventory;

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the property listed in **Exhibit A** attached hereto, and made a part hereof, be hereby declared unserviceable surplus and removed from the County.

SO RESOLVED AND ADOPTED this 13th day of July, 2023.

ATTEST:

Whitney Summey, Deputy Clerk

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman

The foregoing Resolution received a motion for passage from Commissioner Shultz, second by Commissioner Askew, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.

EXHIBIT A

MEMORANDUM

TO : WALKER COUNTY BOARD OF COMMISSIONERS
FROM : SHERIFF STEVE WILSON
DATE : JUNE 23, 2023
SUBECT : SURPLUS EQUIPMENT

Please add this to the agenda for the next commissioner's meeting.

Declare the following equipment as surplus and remove from county inventory. Eleven (11) Mossberg M-590 12 Gauge Shotguns shall be disposed of, as they are unserviceable and have surpassed their service life.

1) Mossberg M-590 12 Gauge Shotgun P868272
2) Mossberg M-590 12 Gauge Shotgun T179269
3) Mossberg M-590 12 Gauge Shotgun T179712
4) Mossberg M-590 12 Gauge Shotgun T182388
5) Mossberg M-590 12 Gauge Shotgun T182398
6) Mossberg M-590 12 Gauge Shotgun T182457
7) Mossberg M-590 12 Gauge Shotgun T182545
8) Mossberg M-590 12 Gauge Shotgun T182564
9) Mossberg M-590 12 Gauge Shotgun T182624
10) Mossberg M-590 12 Gauge Shotgun T182927
11) Mossberg M-590 12 Gauge Shotgun T183042

1- Lt. Patrick Cook, Training
1- Shannon Whitfield, Commissioner
1- Joe Legge
1- Angie Teems

RESOLUTION R-027-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO TRANSFER AN EMPLOYEE OF THE LOOKOUT MOUNTAIN JUDICIAL CIRCUIT DISTRICT ATTORNEY'S OFFICE TO A STATE PAID COUNTY REIMBURSED EMPLOYEE

WHEREAS, the District Attorney's Office of the Lookout Mountain Judicial Circuit serves the four counties of Catoosa, Chattooga, Dade and Walker and is jointly funded by appropriations from the State Legislature, appropriations from the four counties and federal grants; and

WHEREAS, certain employees of the District Attorney's office are funded by the State of Georgia with all of the benefits of State employees, including medical, dental and life insurance options; and

WHEREAS, the 1997 session of the Georgia General Assembly, at O.C.G.A. §15-18-20.1 allows the counties to contract with the State in order to allow non-State paid District Attorney employees to be processed through the State payroll system, thereby entitling said employees to the same employee benefits as other State employees;

THEREFORE BE IT RESOLVED, that the Walker County Board of Commissioners authorizes and designates the District Attorney of the Lookout Mountain Judicial Circuit as its designee for the purpose of contracting with the State of Georgia, Prosecuting Attorneys' Council of Georgia, in compliance with the provisions of O.C.G.A. § 15-18-20.1, to transfer District Attorney's Office Assistant District Attorney Lynsay Chapman to become a State Paid County Reimbursed employee.

BE IT FURTHER RESOLVED the District Attorney shall be responsible for transferring to the State the required funds necessary to cover the contracted compensation and benefits for such designated personnel provided such funds are available within the approved county budget for the District Attorney's Office.

SO APPROVED AND ADOPTED, this 13th day of July, 2023.

ATTEST:

Whitney Summey, Deputy Clerk

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman

The foregoing Resolution received a motion for passage from Commissioner Hart, second by Commissioner Stultz, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.

RESOLUTION R-028-23

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO ACCEPT THE TERMS AND CONDITIONS OF THE AMERICAN RESCUE PLAN ACT IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT PROGRAM; AND FOR OTHER LAWFUL PURPOSES

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

WHEREAS, Walker County applied for grant funding for a project to construct a playground, splash pad, pavilion with restrooms, and walking trail within the Rossville Recreation areas; and

WHEREAS, Walker County has been awarded two-million two-hundred thousand dollars ($2,200,000) for the project from the Georgia Governor's Office of Planning and Budget; and

WHEREAS, the funding remains an offer until Walker County accepts and executes the terms and conditions of the grant agreement;

THEREFORE BE IT RESOLVED, that the Board of Commissioners of Walker County, Georgia does hereby authorize the Chair or his designee to sign and execute the grant agreement and take the necessary steps to implement and perform the purposes of this recreational project;

BE IT FURTHER RESOLVED, the Board authorizes a local expenditure of up to $500,000 to cover additional project expenses.

SO RESOLVED AND ADOPTED this 13th day of July, 2023.

ATTEST:	**WALKER COUNTY, GEORGIA**
Whitney Summey, Deputy Clerk	SHANNON K. WHITFIELD, Chairman

The foregoing Resolution received a motion for passage from Commissioner Askew, second by Commissioner Stultz, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.

AMERICAN RESCUE PLAN ACT IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

The Rec at Rossville

About This Document

This agreement (the "Grant Agreement" or "Agreement") is entered into between the Governor's Office of Planning and Budget ("OPB") on behalf of the State of Georgia (the "State") and the undersigned grantee ("Grantee") (hereinafter collectively referred to as the "Parties"). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Walker County, GA Government ,
from the State of Georgia's allocation of funds from the State Fiscal Recovery Fund ("SFRF") established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as "Grant"). The Grantee's official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

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

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

1. Definitions

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

1. **"ARPA"** means the federal American Rescue Plan Act of 2021.

2. **"SFRF"** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.

3. **"GeorgiaGrants"** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.

4. **"Grant"** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund ("SFRF").

5. **"Grant Project" or "Project"** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.

6. **"Grant Agreement"** or **"Agreement"** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.

7. **"Grantee"** means the undersigned
   Walker County, GA Government

8. **"OPB"** means the Governor's Office of Planning and Budget.

9. **"Parties"** means collectively the parties to this Agreement, namely, the State and the Grantee.

10. **"State"** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

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

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

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project as approved by OPB and described in this Agreement.

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

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance ("funding announcement") to the Grantee through Grantee's representative listed in "Exhibit A" attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier ("performance period"). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

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

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

2.7 Public Information and Meetings

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

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

2.8 Remedies for Non-Compliance

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

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;

2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;

3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;

5. Wholly or partially suspending or terminating the Grant;

6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or

7. Taking other remedies or appropriate actions as determined solely by OPB.

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

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

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

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

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

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

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

2.11 Fraud, Waste and Abuse

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

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

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

2.12 Termination of the Agreement

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

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

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

2.13 Limitation of Liability

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

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

2.14 Dispute Resolution

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

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

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

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

2.15 Liability for Taxes

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

2.16 Required Assurances

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

2.17 System for Award Management (SAM) Requirements

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

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require "a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

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

2.18 No Obligation by Federal Government

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

2.19 Notice

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

If to Grantee:

NAME	Shannon Whitfield
ADDRESS	101 South Duke Street, LaFayette, GA 30728
EMAIL	commissioner@walkerga.us
PHONE	706-638-1437

If to OPB:

Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

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

3. Warranties

3.1 E-Verify

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

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

3.2 Compliance with Federal Law, Regulations and Executive Orders

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

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds $165,000.

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

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

3. Grantee represents and warrants to include these requirements in each subcontract exceeding $165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

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

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

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding $165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

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

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal

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

3.7 Copyright, Patents and Intellectual Property Rights

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

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

3.8 Federal Debt Status

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

3.9 Terminated Contracts

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

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 **[Reserved]**

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

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

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

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

5.3 Requirement to Address Audit Findings

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

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

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

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

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;

2. Damages covered by insurance;

3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;

4. Reimbursement to donors for donated items or services;

5. Severance pay; and

6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

[2] SLFRF-Final-Rule.pdf (treasury.gov)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.

4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer of employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

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

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 **[Reserved]**

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

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

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

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

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

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the Grant award following the performance period.

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

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

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of $2,200,000.00 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

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

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

First Name: Shannon
Last Name: Whitfield
Title: Chairman/CEO
Email: commissioner@walkerga.us
Phone: 706-638-1437

2. Authorized User Two (Optional)

First Name: Joe
Last Name: Legge
Title: Public Relations Director
Email: j.legge@walkerga.us
Phone: 706-638-1437

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

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

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.

2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.

3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.

5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.

11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).

12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C.§ 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.

13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.

17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).

18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.

25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.

27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Shannon Whitfield
(Authorized Representative of Grantee)

Name: Shannon Whitfield

Title: Chairman/CEO

Date: Jul 14, 2023

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

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. **LOBBYING**

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

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

A. The Grantee certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1
200 Ellis Road

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
Rossville	Georgia	30741	2203

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

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

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Shannon Whitfield

(Authorized Representative of Grantee)

Name: Shannon Whitfield

Title: Chairman/CEO

Date: Jul 14, 2023

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Shannon Whitfield (Print Name),
am the Chairman/CEO (Title)
of Walker County, GA Government ("Grantee")
Unique Entity Identifier 58-6000901 and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.

2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.

3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.

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

5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.

7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.

8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

a. Are expenditures made in accordance with the terms of this Agreement

b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Shannon Whitfield
(Authorized Representative of Grantee)

Name: Shannon Whitfield

Title: Chairman/CEO

Date: Jul 14, 2023

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

SW
SW Exhibit A – Grantee Assurances

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

SW
SW Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

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

By:

Signature: Shannon Whitfield

(Authorized Representative of Grantee)

Name: Shannon Whitfield

Title: Chairman/CEO

Date: Jul 14, 2023

SIGNATURE PAGE

RESOLUTION R-029-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO AMEND THE FISCAL YEAR 2023 BUDGET TO EXPEND FUNDS FOR PROFESSIONAL SERVICES

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

WHEREAS, O.C.G.A § 36-81-3 provides for a County to adopt a "summary line item" legal level of budgetary control, whereby the governing authority controls county spending; and

WHEREAS, Resolution R-019-17 established the legal level of budgetary control for Walker County at the summarized object classification level (e.g. Personnel Expenses, Operating Expenses, Capital Outlay); and

WHEREAS, Walker County Government is in need of professional services to review the county's defined pension plan;

THEREFORE, BE IT RESOLVED that the Board of Commissioners of Walker County, Georgia hereby amends the budget to add an additional expenditure of $5,250.00 in 100.1110.521200.90 (Professional Services) in the FY2023 budget.

SO RESOLVED AND ADOPTED this 13th day of July, 2023.

ATTEST:

Whitney Summey, Deputy Clerk

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman

The foregoing Resolution received a motion for passage from Commissioner Askew, second by Commissioner Hart, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.

SHIP TO
WALKER COUNTY CIVIC CENTER
10052 N HWY 27
BLDG 1
ROCK SPRING, GA 30739

BILL TO
WALKER COUNTY CIVIC CENTER
10052 N HWY 27
BLDG 1
ROCK SPRING, GA 30739

PURCHASE ORDER
NO. 2023-00002222

DATE 07/05/2023

VENDOR 2471 PLAYCORE GROUP INC & SUBSIDIARIES

CONTACT
PLAYCORE GROUP INC & SUBSIDIARIES
544 CHESTNUT ST
CHATTANOOGA, TN 37402

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Whitfield, Shannon
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Other Equipment - All Inclusive Play Ground - Civic Center - SPLOST Project	$406,518.7600	$406,518.76

TOTAL DUE $406,518.76

APPROVED BY

PAGE 1 OF 1

SPECIAL INSTRUCTIONS

play&park structures
A PLAYCORE company

Bliss Products
6831 S. Sweetwater Rd
LithiaSprings, Georgia, 30122
Phone: 770.944.8290
Fax:
Email:
Contact: Adam Schmansky

Walker County Rocks - Phase 1

Walker County
Attn:
10052 N Highway 27
Rock Spring, GA 30739
Phone: 706-375-7705

Quote Number: 645-160823A
Quote Date: 6/27/2023

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	CUSTOM SUPERMAX RAMP STRUCTURE	1	14710.74	$292,418.00	$292,418.00
OMNIA	OMNIA DISCOUNT - -	1	0	($146,209.00)	($146,209.00)
CSTM	CUSTOM ROCK N WAVE ARTWORK UPCHARGE	1	0	$2,083.00	$2,083.00
OMNIA	OMNIA DISCOUNT - -	1	0	($1,041.50)	($1,041.50)
65156	WHIRL & TWIRL	1	39	$897.00	$897.00
OMNIA	OMNIA DISCOUNT - -	1	0	($448.50)	($448.50)
SF-126	6' BENCH INGROUND	3	339	$978.00	$2,934.00
OMNIA	OMNIA DISCOUNT - -	3	0	($489.00)	($1,467.00)
YP321	MERIDIAN EVERGREEN SPINNER	1	0	$13,227.00	$13,227.00
OMNIA	OMNIA DISCOUNT - -	1	0	($661.35)	($661.35)
65193	NDS INCLUSIVE PLAY SIGN PKG	1	62	$0.00	$0.00
INSTALL	INSTALLATION	1	0	$109,045.65	$109,045.65
PIP	3,794 SF OF PIP *- COLOR IS 100% PREMIUM. 3.75" THICKNESS FOR 8' CFH. 5.25" THICKNESS FOR 12' CFH. INCLUDES GRAPHICS AS SUBMITTED. OMNIA PRICING INCLUDED*	1	0	$100,835.00	$100,835.00
BASE	4" THICK STONE BASE	1	0	$20,955.00	$20,955.00
DUMPSTER	DUMPSTER	2	0	$1,020.00	$2,040.00

Total Weight: 15150.74

SubTotal: $394,607.30
Freight: $11,911.46
Total Amount: $406,518.76

Ultraplay products included in the design are not included on this quote. _____ Pricing per National IPA / OMNIA Partners Public Sector Contract #R220202.__________ Please reference contract number on your purchase order made out to Play and Park Structures. _____________Taxes not included. If the customer is not exempt, taxes will be added to the total.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Bliss Products.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): Shannon K. Whitfield

Signature: Shannon K Whitfield

Title: Chairman/CEO

Purchase Amount: $406,518.76

P.O. No:

Date:

Phone:

E-mail:

Order Information

Bill to:

Company:

Attn:

Address:

City/State/Zip:

Billing Contact:

Billing Phone:

Billing Fax:

Ship to:

Company:

Attn:

Address:

City/State/Zip:

Jobsite Contact:

Jobsite Phone:

Jobsite Fax:

Enter desired color palette name: OR

Enter desired color: Uprights ( ) Decks ( )

Accents ( ) Roofs/Tubes ( ) Slides/Panels ( )

Bliss Products

By:

Salesperson's signature

Salesman's Signature

Shannon K Whitfield

Customer's Signature

PLAY

play&park structures

A PLAYCORE Company

ultraPLAY

A PLAYCORE Company

SITE FURNISHINGS

ultrasite

A PLAYCORE Company

Shade, Shelter, Dog Agility Equipment, Outdoor Fitness Equipment

SPECTATOR SEATING

NRS National Recreation Systems

A PLAYCORE Company

GT GRANDSTANDS

A PLAYCORE Company

SURFACING

SurfaceMax

surface sure

FRONT SIDE

LIMESTONE (GRY/BLK HDPE)

WALKER COUNTY ROCKS - PHASE 1
ROCK SPRING, GEORGIA
645-160823A

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

BLISS PRODUCTS

play&park structures

544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM

LIMESTONE (GRY/BLK HDPE)

WALKER COUNTY ROCKS - PHASE 1
ROCK SPRING, GEORGIA
645-160823A

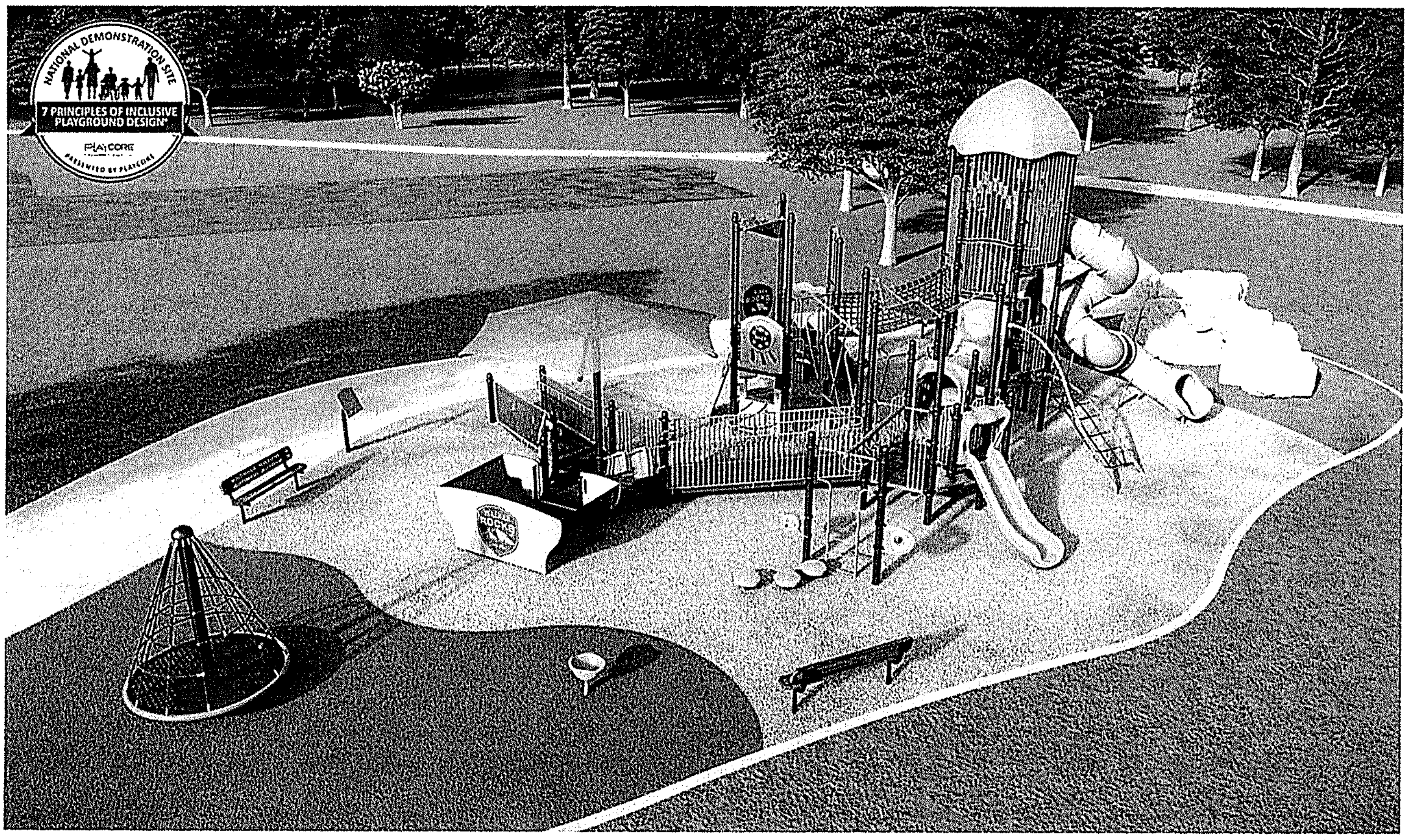
PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

BLISS PRODUCTS

play&park structures

544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM

BACK SIDE



LIMESTONE (GRY/BLK HDPE)

WALKER COUNTY ROCKS - PHASE 1
ROCK SPRING, GEORGIA
645-160823A

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

BLISS PRODUCTS | play&park structures | 544 CHESTNUT ST. CHATTANOOGA, TN 37402 | 800.727.1907 | PLAYANDPARK.COM

LIMESTONE (GRY/BLK HDPE)

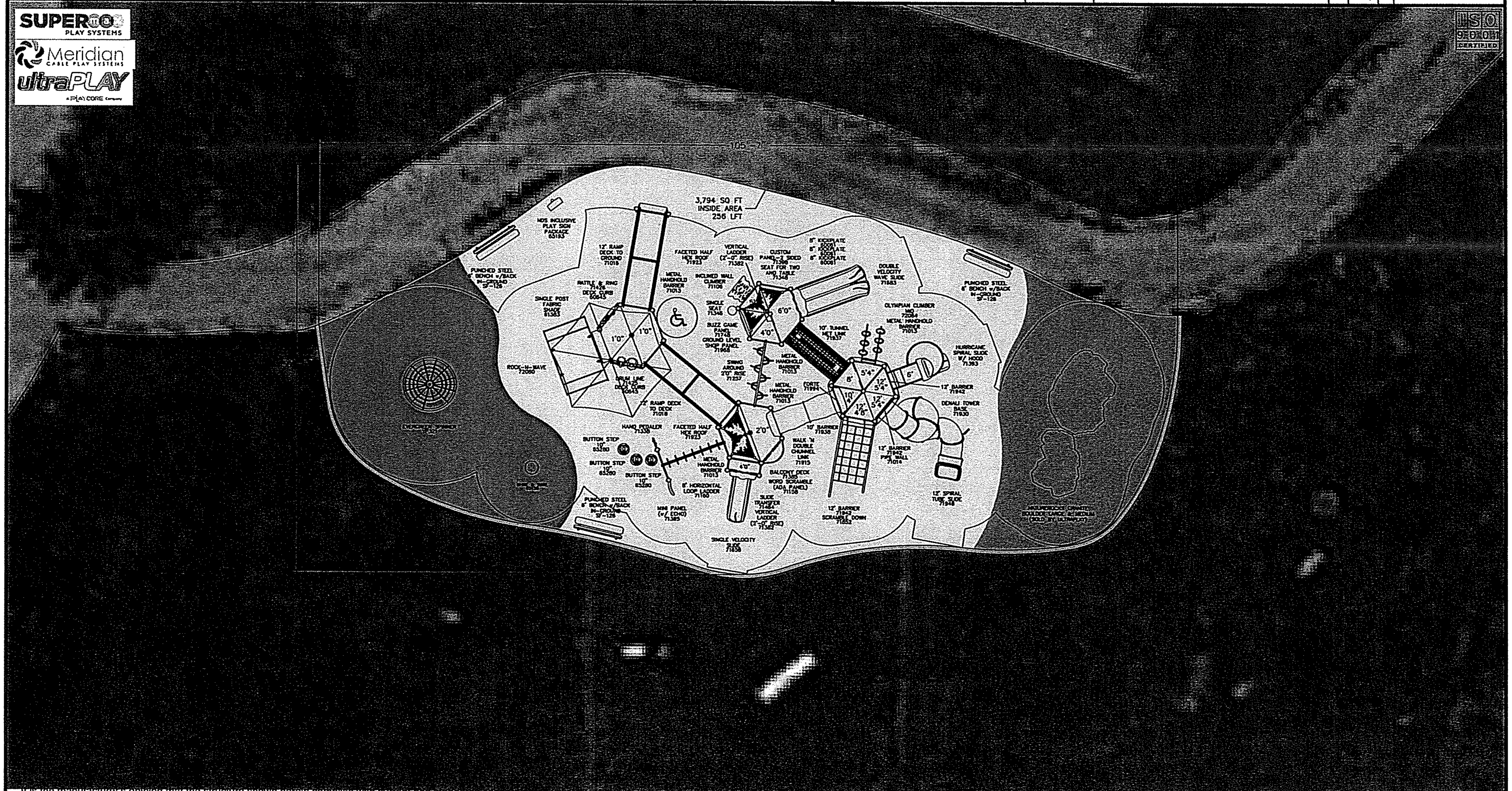
WALKER COUNTY ROCKS - PHASE 1
ROCK SPRING, GEORGIA
645-160823A

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

BLISS PRODUCTS | play&park structures | 544 CHESTNUT ST. CHATTANOOGA, TN 37402 | 800.727.1907 | PLAYANDPARK.COM

Walker County Rocks - Phase 1 10053 US Highway 27 Rock Spring, Georgia Bliss Productd and Services	This play equipment is recommended for children ages: 5-12 Minimum Area Required: 105'-7" x 50'-5"	Scale: 3/16" = 1'-0" This drawing can be scaled only when in an 24" x 36" format	Drawn By: Chris Yates Date: 6/7/23 Quote Number: 645-160823A	play&park structures A PLAYCORE Company 544 Chestnut Street Chattanooga, TN 37402 800-727-1907 / www.playandpark.com		User Capacity 200-220 Critical Fall Height 12'-0"

Total Play Components	28		
Elevated Play Components	16		
Elevated Play Components Accessible by Ramp	7	Req.	4
Elevated Components Accessible by Transfer	9	Req.	4
Accessible Ground Level Components Shown	12	Req.	5
Different Types of Ground Level Components	6	Req.	3



It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.
Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction.
IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

REFERENCE NO.: 01

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Walker County Commission

IMPLEMENTING AGENCY: Walker County

PROJECT NAME: Adult Felony Drug Courts

SUBGRANT NUMBER: J24-8-032

FEDERAL FUNDS: $ 326,673

MATCHING FUNDS: $ 44,546

TOTAL FUNDS: $ 371,219

GRANT PERIOD: 07/01/23-06/30/24

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2023.

AGENCY APPROVAL

Steven Hatfield

Steven Hatfield, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/23

SUBGRANTEE APPROVAL

Shannon K Whitfield 07/13/2023

Signature of Authorized Official Date

Shannon K Whitfield CEO

Typed Name & Title of Authorized Official

58-6000901-001

Employer Tax Identification Number (EIN)

****

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/23	9		**	J24-8-032
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Adult Felony Drug Courts	624.41	$ 326,673

J24-8-032

CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia – Accountability Courts

FY24 SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
   Initials SKW

2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
   Initials SKW

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.
   Initials SKW

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.
   Initials SKW

5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.
   Initials SKW

6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.
   Initials SKW

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACL Rules may subject a court to recission of a grant award as outlined in Article 4 of the Rules.
   Initials SKW

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.
   Initials SKW

9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the proscribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other

subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.
Initials SKW

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.
Initials SKW

11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.
Initials SKW

12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.
Initials SKW

13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the Evidence-Based Training MOU upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.
Initials SKW

14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.
Initials SKW

15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs
Initials SKW

16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit an evidence-based MOU for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.
Initials SKW

17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.
Initials SKW

18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.
Initials SKW

19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.
Initials SKW

20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.
Initials SKW

21. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing recission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.
Initials SKW

22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2024. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2024 or risk losing access to those funds.
Initials SKW

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.
Initials SKW

24. Subgrantees must comply with the training attendance requirements as determined by the Council of Accountability Court Judges and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.
Initials SKW

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Shannon K Whitfield
Authorized Official Signature

07/13/2023
Date

Shannon K Whitfield
Print Authorized Official Name

Chairman/CEO
Title

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 6/26/23

SUBGRANTEE: Walker County Commission

SUBGRANT #: J24-8-032

PROJECT NAME: Lookout Mountain Drug Court

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type shown should be entered in the section indicated.

___ REVISED BUDGET . . . . Go To . . . . SECTION I
___ PROJECT PERIOD AND/OR EXTENSION. Go To . . . . SECTION II
___ PROJECT OFFICIALS/ADDRESSES. . . Go To . . . . SECTION III
___ PROJECT PERSONNEL. . . . . Go To . . . . SECTION III
___ GOALS AND OBJECTIVES . . . . . . Go To . . . . SECTION III
___ OTHER. . . . . Go To . . . . SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	$ 371,219	-136,561	234,658
EQUIPMENT	0		
SUPPLIES	0		
TRAVEL	0	+5,961	5,961
PRINTING	0		
OTHER	0	+130,600	130,600
TOTAL	$ 371,219		371,219
Federal	$ 326,673		326,673
Match	$ 44,546		44,546

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD
Start Date: 07/01/23
End Date: 06/30/24

REQUESTED GRANT PERIOD
Start Date: ______
End Date: ______

FOR EXTENSION,
OF MONTHS: ______

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

CONTINUED ON NEXT PAGE

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 6/26/23

SUBGRANTEE: Walker County Commission

SUBGRANT #: J24-8-032

PROJECT NAME: Lookout Mountain Drug Court

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

Match is in personnel paid through BJA Grant.

1). Request to change DCS description to Surveillance under Contract Services
2). Request to move funds in the amount of $26K from DCS (surveillance), and $17K from Lab Tech/Collector to Personnel to fund a position that will serve a dual role as lab manager /collector and surveillance officer.

As a matter of information regarding this request. We have been using the 7th District Lab to process our samples since our program started in 2017. It is not feasible for a team member to travel the 124 mile round trip to Cartersville to deliver samples and these are shipped via UPS. The 7th District Lab operates 2 days per week and if the shipment arrives late our samples are not tested within the 48 best practices guidelines. We feel that it will be a more efficient process to operate an in house lab so that samples can be tested on a daily basis if needed.

Walker County has graciously agreed to build out a space for our in house lab in the Walker Annex Building that houses the DC offices.

SUBMITTED BY:

Signature of Financial Officer or Project Director	Title	Date

CJCC ROUTING AND APPROVALS:

	Approval	Disapproval	Reviewer Signature
Reviewed By:			
Authorized By:			

DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address, and phone number for the project director, the financial officer, and the authorized for the grant. No two officials can be the same person.

A. Project Director
This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

B. Financial Officer
This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer/controller, or the board treasurer.

C. Authorized Official
This person is the official who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This must be the executive director of a state agency, chairperson of the county Board of Commissioners, city mayor, chairperson of the city council, or the chairman/president of the board of directors. All correspondence regarding the grant application must be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to CJCC.

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: Walker County Commission

PROJECT TITLE: Lookout Mountain Drug Court

GRANT NUMBER: J24-8-032

- ☐ Mr.
- ☐ Ms.

Gretchen Neal
PROJECT DIRECTOR NAME (Type or Print)

Coordinator for LMJC Drug Court
Title and Agency

PO Box 1726	LaFayette, Ga	30728
Official Agency Mailing Address	City	Zip: 30728
706-639-0899	706-639-1755	
Daytime Telephone Number:	Fax Number	

gneal.lmjcdc@gmail.com
E-Mail Address

- ☐ Mr.
- ☐ Ms.

Greg McConnell
FINANCIAL OFFICER (Type or Print)

Finance Officer Walker County
Title and Agency

PO Box 445	LaFayette, Ga	30728
Official Agency Mailing Address	City	Zip
706-638-1437	706-638-1453	
Daytime Telephone Number	Fax Number	

g.mcconnell@walkerga.us
E-Mail Address

- ☐ Mr.
- ☐ Ms.

Shannon Whitfield
AUTHORIZED OFFICIAL (Type or Print)

Chairman/CEO Walker County
Title and Agency

PO Box 445	LaFayette, Ga 30728	30728
Official Agency Mailing Address	City	Zip
706-638-1437	706-638-1453	
Daytime Telephone Number	Fax Number	

commissioner@walkerga.us
E-Mail Address

CRIMINAL JUSTICE COORDINATING COUNCIL
REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: J24-8-032

AGENCY NAME: Walker County Commission

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)
   - ☐ MONTHLY (Requests for reimbursement are due 15 days after the end of the month)
   - ☑ QUARTERLY (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)
   - ☐ ELECTRONIC FUNDS TRANSFER (Reimbursements will be deposited into the bank account listed below. **A voided check must be attached to ensure proper routing of funds.**)

     BANK NAME: Bank of LaFayette

     BANK ROUTING NUMBER: 061103182

     BANK ACCOUNT NUMBER: 030619

     AGENCY CONTACT NAME: Greg McConnell

     AGENCY CONTACT TELEPHONE NUMBER: 706-638-1437

     AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: Shannon K. Whitfield

     AGENCY AUTHORIZED OFFICIAL SIGNATURE: Shannon K Whitfield

   - ☐ CHECK (Reimbursements will be mailed in the form of a check to the address listed below)

     MAILING ADDRESS:

     CITY, STATE & ZIP:

     ATTENTION:

     AGENCY AUTHORIZED OFFICIAL SIGNATURE:

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	

SUPPLIER (VENDOR) MANAGEMENT FORM

Agency Vendor Liaisons MUST review this form to ensure the supplier has completed the appropriate highlighted sections 2-5.
Agency Vendor Liaisons MUST complete Section 1 the "AGENCY LIAISON USE ONLY" section prior to submission to SAO.

SECTION 1 – *STATE OF GEORGIA-AGENCY LIAISON USE ONLY*

CHECK ONE AND ENTER ID NUMBER

☐	Newly Assigned Supplier ID	
☐	*Existing* TeamWorks Supplier ID	

SPECIFY THE TYPE OF ACTION(S) REQUESTED BY THE SUPPLIER (VENDOR)

☐	Change Bank Acct - Enter Loc#	☐ *(Required for Bank Changes)*
☐	Change Address – Enter Addr ID#	☐ *(Required for Address Changes)*
☐	Replace Invoicing Address Loc# ☐ Addr ID# ☐	☐ Replace Remittance Address Loc# ☐ Addr ID# ☐
☐	HCM Vendor	
☐	Statewide Contract **(DOAS Use Only)**	
☐	Classification Change **(circle one)** Attorney, Gov Non-State of GA, HCM, Non-Supplier, Student, Supplier Minority, Supplier Non-minority	
☐	Other (***Provide Details in Section 6 and Initial***)	

SECTION 2 – SUPPLIER IDENTIFICATION (Complete all applicable fields) *SUPPLIER USE ONLY*

FEI/SSN/TIN NUMBER: 586000901

SUPPLIER NAME: Walker County Commissioner

PAYMENT ALT NAME: (IF PAYABLE TO A DIFFERENT NAME)

ADDRESS: PO Box 445

CITY: LaFayette STATE: Ga ZIP CODE: 30728

COUNTRY: USA- Walker County DRIVERS LICENSE #: n/a DL STATE:

PRIMARY#: 706-638-1437 EXT: SECONDARY#: EXT:

LANDLINE ☑ CELL ☑ (USED FOR IDENTITY VERIFICATION) LANDLINE ☑ ☑ CELL (USED FOR IDENTITY VERIFICATION)

CONTACT EMAIL: g.mcconnell@walkerga.us

SECTION 3 – BANK ACCOUNT INFORMATION (REQUIRED FOR ALL NEW SUPPLIERS OR BANKING CHANGES/ADDS FOR EXISTING SUPPLIERS) *SUPPLIER USE ONLY*

ROUTING # 0 6 1 1 0 3 1 8 2 ACCOUNT # 030619

☐ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

☐ Check here if this account can only be used for a SPECIFIC PURPOSE. ______

Describe specific purpose

ACCOUNTS RECEIVABLE NOTIFICATION

PYMT REMIT EMAIL: g.mcconnell@walkerga.us

PYMT REMIT EMAIL:

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Greg McConnell

Printed Name of Company Officer | Signature of Company Officer | Date

SECTION 4 – SPECIFY TYPE OF ACTION(S). CHECK ALL THAT APPLY TO THIS REQUEST.

☐	Deactivate Supplier Profile ***(Enter justification in Section 6)***			
☐	Reactivate Supplier Profile			
☐	Add ***New*** Bank Account **(Must complete Section 3)**			
☐	Change ***Existing*** Bank Account **(Must complete Sections 1 & 3)**			
☐	FEI/TIN Change **(Cannot be changed if 1099 applicable)**			
☐	Supplier (Business) Name Change			
☐	Add ***Additional*** Business Address **(Must complete Section 2)**			
☐	Change **Existing** Business Address **(Must complete Sections 1 & 2)**			
☐	Non- 1099 Applicable	☐ 1099 Applicable		
☐	1099-M	Enter Code	☐	***(Required for Form 1099-M)***
☐	1099-N	Code	01	***(01 is the only code available for the 1099-NEC)***
1099 ADDR ID#	☐	***(Enter Address ID # where to mail 1099)***		
☐	Other (***Provide Details in Section 6)***			

SECTION 5 – TYPE OF BUSINESS (Check All That Apply)

BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY

☐ *Small Business ☐ Women Owned
☐ GA Resident Business ☐ Minority Business Certified

MINORITY BUSINESS ENTERPRISE (51% Owned):

☐ Hispanic – Latino ☐ African American ☐ Native American
☐ Asian American ☐ Pacific Islander ☐ Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR $30 million or less in gross receipts per year.

SECTION 6 – ADDITIONAL SUPPLIER COMMENTS (Required if the "Other" or "Deactivate" boxes are checked in Section 1

By my signature, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed below.

Liaison Name: ______________________ **Agency BU#:** __________

Signature: ______________________ **Date:** __________

Email: ______________________ **Phone:** __________

PERSONNEL ACTION FORM

Date 7/1/23

Effective Date 6/30/24

Location __Walker County__

Please check correct category

___ Regular
_X_ Grant
___ Part-time
___ Seasonal
___ Temporary
___ Instructor

NAME __Neal__________Gretchen______________________ (Last) (First) (M.I.)

Employee I.D. ____________

ADDRESS ____
(City) (State) (Zip) (County)

MAILING ADDRESS ______________________________________
(Leave blank if same as above)

ORGANIZATION _____Walker County ______________ Drug Court Coordinator_____________
(Department name) (Project)

DATE OF EMPLOYMENT ____ RE-HIRE DATE __________ DATE OF BIRTH __________ PHONE# __________

Check for change of
___Name/Address/Zip Code
___ Telephone/Location
___ Organization

Previous ______________________________________
New ______________________________________

_X_ Appointment
___ Re-hire

POSITION TITLE __Drug Court Coordinator_______________ GRADE ________

State Grant

ANNUAL & HOURLY PAY RATE____56,805________ PREVIOUSLY EMPLOYED __YES ___NO

___RATE CHANGE
___ FUND CHANGE
___ TITLE CHANGE
___ PROMOTION
___ TRANSFER
___ DEMOTION
___ PT/TEMP to FULL-TIME

ORG NO. & DEPT. NAME from______________ to ______________

POSITION TITLE from______________ to ______________

ANNUAL & HOURLY PAY RATE from ______________ to ______________

EXPLANATION ______________________________________

Releasing Dept. Signature______________________ (transfers only)
(forward to receiving department for approval below)

___ RESIGNATION
___ TERMINATION
___ DECEASED
___ RETIREMENT

POSITION TITLE______________________ PENSION VESTED ___YES ___NO
ANNUAL & HOURLY PAY RATE ____________ AL DUE_______ COMP DUE ______
REASON ______________________________________
DID EMPLOYEE GIVE NOTICE? ___YES ___ NO How much notice? __________
WOULD YOU REHIRE? ___YES ___NO If no, explain? ______________

FOR HUMAN RESOURCES/PAYROLL USE ONLY:

EMPLOYEE# ______________
INCUMBENT ______________
EEOC FUNCTION__________
CLASS CODE#__________
PROBATION __ YES __ NO
LEAVE BENEFITS __YES __NO OTHER RETIREMENT_______ FICA/MEDICARE_______

PENSION DATE ______________
REVIEW DATE ______________
EEOC CATEGORY ______________
OVERTIME ______________
INSURANCE NOTIFIED _____

____
(DEPARTMENT HEAD)

____
(HUMAN RESOURCES DIRECTOR)

____
(FINANCE DIRECTOR)

PERSONNEL ACTION FORM

Date _7/1/23_______

Effective Date _6/30/24_______

Location __Walker County____

Please check correct category

___ Regular __X_ Grant

___ Part-time ___ Seasonal

___ Temporary ___ Instructor

NAME __Gottlieb___________Sherin___________________________ Employee I.D. ______________

(Last) (First) (M.I.)

ADDRESS ____

(City) (State) (Zip) (County)

MAILING ADDRESS ____

(Leave blank if same as above)

ORGANIZATION _____Walker County ____________________Drug Court Case Manager______________

(Department name) (Project)

DATE OF EMPLOYMENT ____ RE-HIRE DATE __________ DATE OF BIRTH ___________ PHONE# ___________

Check for change of

___Name/Address/Zip Code

___ Telephone/Location

___ Organization

Previous ____

New ____

_X_ Appointment

___ Re-hire

POSITION TITLE __Drug Court Coordinator_______________ GRADE ________

ANNUAL & HOURLY PAY RATE____44,125_____________ PREVIOUSLY EMPLOYED __YES ___NO

__RATE CHANGE

__ FUND CHANGE

__ TITLE CHANGE

__ PROMOTION

__ TRANSFER

__ DEMOTION

__ PT/TEMP to FULL-TIME

ORG NO. & DEPT. NAME from_______________ to ______________

POSITION TITLE from_______________ to ______________

ANNUAL & HOURLY PAY RATE from _______________ to ______________

EXPLANATION ____

Releasing Dept. Signature_______________________________(transfers only)

(forward to receiving department for approval below)

__ RESIGNATION

__ TERMINATION

__ DECEASED

__ RETIREMENT

POSITION TITLE______________________ PENSION VESTED ___YES ___NO

ANNUAL & HOURLY PAY RATE ___________ AL DUE_______ COMP DUE ______

REASON ____

DID EMPLOYEE GIVE NOTICE? ___YES ___ NO How much notice? __________

WOULD YOU REHIRE? ___YES ___NO If no, explain? ________________

FOR HUMAN RESOURCES/PAYROLL USE ONLY:

EMPLOYEE# ______________

INCUMBENT ______________

EEOC FUNCTION __________

CLASS CODE# ____________

PROBATION __ YES __ NO

LEAVE BENEFITS __YES __NO **OTHER RETIREMENT**_______ **FICA/MEDICARE**_______

PENSION DATE ____________

REVIEW DATE _____________

EEOC CATEGORY ___________

OVERTIME ________________

INSURANCE NOTIFIED ______

____

(DEPARTMENT HEAD)

____

(HUMAN RESOURCES DIRECTOR)

____

(FINANCE DIRECTOR)

FY24 Accountability Courts Award Packets

Instructions for Activating your Subgrant Award

This **Accountability Court Sub-grant Award package** consists of six (6) separate documents. These documents include:

1. Sub-grant Award
2. Special Conditions
3. Sub-grant Adjustment Request #1
4. Designation of Grant Officials Form
5. Reimbursement Selection Form
6. Vendor Management Form

Below are instructions for completing each of these documents.

Document #1: Sub-grant Award

This document constitutes the operative document obligating and reserving State funds for use by the Grantee in executing the project covered by the Sub-grant Award.

In order to execute the document, the Sub-grantee must do the following:

- enter the name of the **Authorized Official (this person must be the chairperson of the county Board of Commissioners or Mayor**
- have the **Authorized Official** sign and date this document; and
- make a copy of the Sub-grant Award for your project file and return the **signed original** to the Criminal Justice Coordinating Council (CJCC).

Document #2: Special Conditions

The Special Conditions are the "strings" attached to the Sub-grant Award. By signing these conditions, the Sub-grantee is agreeing to comply with each requirement imposed upon the Sub-grant by CJCC. In order to execute this document, the Sub-grantee must do the following:

- carefully review each condition listed on this document;
- **have the Project Director initial the space provided after each special condition;**
- indicate the name and title of the **Authorized Official** executing the document;
- have the **Authorized Official** sign and date this document; and

- make a copy of the Special Conditions for your project file and return the **signed original** to CJCC.

Document #3: Sub-grant adjustment request #1

This document is a "turnaround" document and should be utilized to establish the project budget as well as to request any changes to the project throughout the grant year. **In order to activate your sub-grant, this document must be completed.** The Sub-grant Adjustment Request document must be completed (with **"no changes"** indicated in section IV) and **signed by the Authorized Official**. All documents must be returned to CJCC in order for the Award Package to be accepted and the budget approved. Instructions for completing the adjustment request form are as follows:

- enter the date the request is being made;
- indicate the "Nature of Adjustment" then go to the particular section listed (Section I);
- review the amounts by budget category, listed under the column "Current Approved," as these are the budget amounts currently approved for the project;
- enter any revisions (if none, then enter $0) in the column "Revisions+/-" (negative adjustments should be denoted by either () or <>);
- add or subtract the revisions from the current approved amounts, then enter the revised amounts in the column "Revised Budget";
- if any project officials have changed since the application, complete Section III;
- have the appropriate official sign and date the request;
- make a copy of the adjustment request for your project file; and

When CJCC receives this request, it will be reviewed and authorized for further processing. If approved, the requested revisions will be made and the Sub-grantee will be sent the next Sub-grant Adjustment Request form showing the requested revisions

***Please Note: SAR's are not accepted during the 1st quarter. SAR's will be processed from Oct 1- May 31**

Document #4: Designation of Grant Officials Form

Please complete the Designation of Grant Officials form as explained below.

- **PROJECT DIRECTOR NAME**: Enter the name and applicable data of the **Project Director**. This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

- **FINANCIAL OFFICER**: Enter the name and applicable data of the **Financial Officer**. This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer or comptroller or the Board Treasurer of the non-profit agency.

- **AUTHORIZED OFFICIAL**: Enter the name and applicable data of the **Authorized Official**. This person is the official who is authorized to apply for, accept, decline or cancel the grant for the applicant agency. **This person must be the chairperson of the county Board of Commissioners or Mayor.** All official correspondence regarding the grant award (sub-grant expenditure reports) **must** be signed by the authorized official. Once an award has been made, **the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to the Council.**

***This document acknowledges key officials within your agency related to the funded project. No two officials should be the same person.**

Document #5: Reimbursement Selection Form

This form is used to indicate the frequency of reimbursement requests and how sub-grant payments will be made.

- Check the applicable reimbursement schedule, monthly or quarterly.
- Check the applicable process for receiving reimbursement payments:
  - "Electronic Funds Transfer" box if you prefer to receive payments by direct deposit, complete the requested information, ***attach a voided check to the form***, and have the **Authorized Official** sign where indicated.

OR

  - Check the "Check" box if you prefer a mailed check, complete the requested information and have the **Authorized Official** sign where indicated.

Document #6: Vendor Management Bank Account Form

This form is used to indicate an addition or change of bank account information. An instruction sheet is included in this award packet.

- vendor information is your agency information.
- complete all applicable fields.
- make a copy of this form for your project file and return the original to CJCC.

***Two Additional documents are required to be submitted if applicable from your court.**

1. Personnel Action Forms/Salary Authorization Letters (for each employee paid with grant funds)
2. All Contracts/MOU'S Between Treatment Providers, Contractors and Transportation Providers (Only if the court applied for transportation funds)

Below are instructions for completing each of these documents.

Document #1: Personnel Action Forms/ Salary Authorization Letter

This form is used to identify any employee of the court that receives any compensation with grant funds (Example, Coordinators and Case Managers).

- There is a sample **Personnel Action Form** located on CJCC's website under the **Forms & Publications** tab. http://cjcc.georgia.gov/grant-forms-publications
- A **Personnel Action Form** will need to be filled out for **each employee** that is **paid** under the Grant Award.
- Required information on all Personnel Action Form's include:
    - Employee Name
    - Job Title
    - Salary/Pay Rate
    - Hire Date

Document #2: All Contracts/MOU's between Treatment Providers, Contractors, Transportation Providers

A contract is required between the agency and treatment providers who receive Grant funds.

- The **Contract** between treatment providers, contractors, transportation providers and the agency will detail the **service provided** for the agency
- The **Contract** between the treatment providers, contractors, transportation providers and the agency will detail the **Rate the agency will be charged** for the service provided.

REFERENCE NO.: 01

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: Walker County Commission

IMPLEMENTING AGENCY: Walker County

PROJECT NAME: Mental Health Court

SUBGRANT NUMBER: J24-8-073

FEDERAL FUNDS: $ 155,417

MATCHING FUNDS: $ 21,193

TOTAL FUNDS: $ 176,610

GRANT PERIOD: 07/01/23-06/30/24

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2023.

AGENCY APPROVAL

Steven Hatfield

Steven Hatfield, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/23

SUBGRANTEE APPROVAL

Shannon K Whitfield 07/13/2023

Signature of Authorized Official Date

Shannon K Whitfield CEO

Typed Name & Title of Authorized Official

58-6000901-001

Employer Tax Identification Number (EIN)

****

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/23	9		**	J24-8-073
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Mental Health Court	624.41	$ 155,417

IS DOCUMENT 3A

SUBGRANT ADJUSTMENT REQUEST

FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 7/1/2023

UBGRANTEE: Walker County Commission

SUBGRANT #: J24-8-073

ROJECT NAME: LOOKOUT MOUNTAIN JUDICIAL CIRCUIT

'ATURE OF ADJUSTMENT:

ark all that apply.

djustments of each type
hown should be entered
n the section indicated.

___ REVISED BUDGET . . . . Go To . . . . SECTION I
___ PROJECT PERIOD AND/OR EXTENSION. Go To . . . . SECTION II
___ PROJECT OFFICIALS/ADDRESSES. . . Go To . . . . SECTION III
___ PROJECT PERSONNEL. . . . . Go To . . . . SECTION III
___ GOALS AND OBJECTIVES . . . . . . Go To . . . . SECTION III
___ OTHER. . . . . Go To . . . . SECTION III

UST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	$ 176,610	- 93,216	83,394
EQUIPMENT	0		
SUPPLIES	0		
TRAVEL	0	+ 4,641	+ 4,641
PRINTING	0		
OTHER	0	+ 88,515	88,575
TOTAL	$ 176,610		176,610
Federal	$ 155,417		
Match	$ 21,193		

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD
Start Date: 07/01/23
End Date: 06/30/24

REQUESTED GRANT PERIOD
Start Date: ______
End Date: ______

FOR EXTENSION,
OF MONTHS: ____

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

CONTINUED ON NEXT PAGE

SUBGRANT ADJUSTMENT REQUEST

FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: 7/1/2023

JBGRANTEE: Walker County Commission

SUBGRANT #: J24-8-073

ROJECT NAME: LOOKOUT MOUNTAIN JUDICIAL CIRCUIT

ECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

ll requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

Match is in other

BMITTED BY:

gnature of Financial Officer or Project Director	Title	Date

CC ROUTING AND APPROVALS:	Approval	Disapproval	Reviewer Signature
Reviewed By:			
Authorized By:			

PROJECT TITLE: Mental Health Court

GRANT NUMBER: J24-8-073

☐ Mr.
☒ Ms.

Kelsey Topolski
PROJECT DIRECTOR NAME (Type or Print)

Coordinator, Lookout Mountain Mental Health Court
Title and Agency

101 Napier St. | Lafayette | 30728
Official Agency Mailing Address | City | Zip

678-986-0118 |
Daytime Telephone Number | Fax Number

lookoutmountainMHC@gmail.com
E-Mail Address

☒ Mr.
☐ Ms.

Greg McConnell
FINANCIAL OFFICER (Type or Print)

Finance Officer - Walker County Gov
Title and Agency

PO Box 445 | Lafayette | 30728
Official Agency Mailing Address | City | Zip

706-638-1437 | 706-638-1453
Daytime Telephone Number | Fax Number

g.mcconnell@walkerga.us
E-Mail Address

☒ Mr.
☐ Ms.

Shannon Whitfield
AUTHORIZED OFFICIAL (Type or Print)

Chairman / CEO of the Board of Commissioners
Title and Agency

PO Box 445 | Lafayette | 30728
Official Agency Mailing Address | City | Zip

706-638-1437 or 706-670-1702 | 706-638-1453
Daytime Telephone Number | Fax Number

Commissioner@walkerga.us
E-Mail Address

DESIGNATION OF GRANT OFFICIALS

CRIMINAL JUSTICE COORDINATING COUNCIL
REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: J24-8-073

AGENCY NAME: Lookout Mountain Mental Health Court

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)
   - ☐ MONTHLY (Requests for reimbursement are due 15 days after the end of the month)
   - ☒ QUARTERLY (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)
   - ☐ ELECTRONIC FUNDS TRANSFER (Reimbursements will be deposited into the bank account listed below. **A voided check must be attached to ensure proper routing of funds.**)

     BANK NAME: Bank of Lafayette

     BANK ROUTING NUMBER: 061103182

     BANK ACCOUNT NUMBER: 195021

     AGENCY CONTACT NAME: Greg McConnell

     AGENCY CONTACT TELEPHONE NUMBER: 706-638-1437

     AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: Greg McConnell - financial officer

     AGENCY AUTHORIZED OFFICIAL SIGNATURE: Greg McConnell

   - ☐ CHECK (Reimbursements will be mailed in the form of a check to the address listed below)

     MAILING ADDRESS:

     CITY, STATE & ZIP:

     ATTENTION:

     AGENCY AUTHORIZED OFFICIAL SIGNATURE:

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	

SUPPLIER (VENDOR) MANAGEMENT FORM

Agency Vendor Liaisons MUST review this form to ensure the supplier has completed the appropriate highlighted sections 2-5.
Agency Vendor Liaisons MUST complete Section 1 the "AGENCY LIAISON USE ONLY" section prior to submission to SAO.

SECTION 1 – *STATE OF GEORGIA-AGENCY LIAISON USE ONLY*

CHECK ONE AND ENTER ID NUMBER

☐	Newly Assigned Supplier ID	
☐	*Existing* TeamWorks Supplier ID	

SPECIFY THE TYPE OF ACTION(S) REQUESTED BY THE SUPPLIER (VENDOR)

☐	Change Bank Acct - Enter Loc#	*(Required for Bank Changes)*
☐	Change Address – Enter Addr ID#	*(Required for Address Changes)*
☐	Replace Invoicing Address Loc# Addr ID#	☐ Replace Remittance Address Loc# Addr ID#
☐	HCM Vendor	
☐	Statewide Contract (DOAS Use Only)	
☐	Classification Change (circle one) Attorney, Gov Non-State of GA, HCM, Non-Supplier, Student, Supplier Minority, Supplier Non-minority	
☐	Other (*Provide Details in Section 6 and Initial)*	

SECTION 2 – SUPPLIER IDENTIFICATION (Complete all applicable fields) *SUPPLIER USE ONLY*

FEI/SSN/TIN NUMBER:

SUPPLIER NAME: Walker County

PAYMENT ALT NAME: (IF PAYABLE TO A DIFFERENT NAME)

ADDRESS: PO Box 445

CITY: Lafayette STATE: GA ZIP CODE: 30728

COUNTRY: USA DRIVERS LICENSE #: DL STATE:

PRIMARY#: 706-638-1437 EXT: SECONDARY#: EXT:

LANDLINE ☐ CELL ☐ (USED FOR IDENTITY VERIFICATION) LANDLINE ☐ ☐ CELL (USED FOR IDENTITY VERIFICATION)

CONTACT EMAIL: g.mcconnell@walkerga.us

SECTION 3 – BANK ACCOUNT INFORMATION (REQUIRED FOR ALL NEW SUPPLIERS OR BANKING CHANGES/ADDS FOR EXISTING SUPPLIERS) *SUPPLIER USE ONLY*

ROUTING # 061103182 ACCOUNT # 195021

☑ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

☐ Check here if this account can only be used for a SPECIFIC PURPOSE. ______________

Describe specific purpose

ACCOUNTS RECEIVABLE NOTIFICATION

PYMT REMIT EMAIL: g.mcconnell@walkerga.us

PYMT REMIT EMAIL:

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer | Signature of Company Officer | Date

SECTION 4 – SPECIFY TYPE OF ACTION(S). CHECK ALL THAT APPLY TO THIS REQUEST.

☐	Deactivate Supplier Profile *(Enter justification in Section 6)*			
☐	Reactivate Supplier Profile			
☐	Add ***New*** Bank Account (Must complete Section 3)			
☐	Change ***Existing*** Bank Account (Must complete Sections 1 & 3)			
☐	FEI/TIN Change (Cannot be changed if 1099 applicable)			
☐	Supplier (Business) Name Change			
☐	Add ***Additional*** Business Address (Must complete Section 2)			
☐	Change **Existing** Business Address (Must complete Sections 1 & 2)			
☐	Non- 1099 Applicable	☐ 1099 Applicable		
☐	1099-M	Enter Code		*(Required for Form 1099-M)*
☐	1099-N	Code	01	*(01 is the only code available for the 1099-NEC)*
1099 ADDR ID#		*(Enter Address ID # where to mail 1099)*		
☐	Other *(Provide Details in Section 6)*			

SECTION 5 – TYPE OF BUSINESS (Check All That Apply)

BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY

☐ *Small Business
☐ GA Resident Business
☐ Women Owned
☐ Minority Business Certified

MINORITY BUSINESS ENTERPRISE (51% Owned):

☐ Hispanic – Latino
☐ African American
☐ Native American
☐ Asian American
☐ Pacific Islander
☐ Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR $30 million or less in gross receipts per year.

SECTION 6 – ADDITIONAL SUPPLIER COMMENTS (Required if the "Other" or "Deactivate" boxes are checked in Section 1

By my signature, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed below.

Liaison Name: ______________________ Agency BU#: __________

Signature: ______________________ Date: __________

Email: ______________________ Phone: __________

CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia – Accountability Courts

FY24 SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
   Initials SKW

2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
   Initials SKW

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.
   Initials SKW

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.
   Initials SKW

5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.
   Initials SKW

6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.
   Initials SKW

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACL Rules may subject a court to recission of a grant award as outlined in Article 4 of the Rules.
   Initials SKW

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.
   Initials SKW

9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the proscribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other

subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.
Initials SKW

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.
Initials SKW

11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.
Initials SKW

12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.
Initials SKW

13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the Evidence-Based Training MOU upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.
Initials SKW

14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.
Initials SKW

15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs
Initials SKW

16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit an evidence-based MOU for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.
Initials SKW

17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with whicl the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreement for designated products or services or be required to justify that their purchases are less costly.
Initials SKW

18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.
Initials SKW

19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.
Initials SKW

20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.
Initials SKW

21. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing recission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.
Initials SKW

22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2024. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2024 or risk losing access to those funds.
Initials SKW

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.
Initials SKW

24. Subgrantees must comply with the training attendance requirements as determined by the Council of Accountability Court Judges and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.
Initials SKW

Family Crisis Center
of Walker, Dade, Catoosa and Chattooga Counties

REBUILDING LIVES

Nonprofit Domestic Violence Shelter
Residential Home for Fostered Youth

MEMORANDUM OF UNDERSTANDING

The Family Crisis Center of Walker, Dade, Catoosa & Chattooga Counties, Inc., a non-profit, tax-exempt organization under the laws of the State of Georgia and the rules and regulations of the Internal Revenue Code (hereinafter "Family Crisis Center"),

AND

Walker County Sheriff's Dept.
Catoosa County Sheriff's Dept.
Dade County Sheriff's Dept.
Chattooga County Sherriff's Dept.
City of Fort Oglethorpe Police Dept.
City of Ringgold Police Dept.
City of Rossville Police Dept.
City of Chickamauga Police Dept.
Walker County DFCS
Catoosa County DFCS
Chattooga County DFCS

Dade County DFCS
LMJC Superior Court
Sexual Assault Victim's Advocacy Center
Four Points, Inc.
Bridge Health
GA Legal Services
Ahimsa House
Walker County Board of Commissioners
Dade County Board of Commissioners
Catoosa County Board of Commissioners
Chattooga County Commissioner

(Hereinafter referred to "Partners")

WHEREAS, Family Crisis Center and Partners all provide services to victims of domestic violence, both adults and children;

WHEREAS, Family Crisis Center and Partners all seek to provide services to insure the health, safety and welfare of the victims served;

WHEREAS, Family Crisis Center and Partners all believe that all victims involved in domestic violence should have a safe and secure location to rebuild their lives;

WHEREAS, Family Crisis Center and Partners are committed to collaborate together to insure domestic violence victims receive any and all needed services, they enter into this agreement.

This Memorandum of Understanding shall be effective from July 1, 2023 – June 30, 2024.
Family Crisis Center agrees to the following:

1. To provide a 24-Hour Crisis Line.
2. Provide all services free of discrimination on the basis of political affiliation, religion, race, sex, ethnicity, gender, handicap, or age.
3. To serve as a liaison to victims of participants of the Family Violence Intervention Program.
4. Provide emergency shelter for victims of domestic violence.
5. Assist in completion of Temporary Protective Orders (TPO) and court accompaniment.
6. Provide victims of domestic violence appropriate referral(s) based on need.
7. Provide domestic violence support groups for victims of domestic violence.
8. Provide financial assistance as funding allows to victims of domestic violence.
9. Provide follow-up service and support.
10. Provide community education.
11. Confidentiality for all clients served through the Family Crisis Center.
12. Provide safety planning for residential and non-residential victims of domestic violence.
13. To work in cooperation with each signed party to the Memorandum of Understanding in carrying out the duties of the agency.

The Partners agree to the following:

1. To make appropriate referrals to the Family Crisis Center as needed.
2. To cooperate with Family Crisis Center staff and volunteers in the performance of their duties.
3. Partners participating with Family Crisis Center shall maintain all information regarding domestic violence program cases confidential as required by all state and federal laws, rules and regulations.

Family Crisis Center
of Walker, Dade, Catoosa and Chattooga Counties

REBUILDING LIVES
Nonprofit Domestic Violence Shelter
Residential Home for Fostered Youth

Signature

07\13\2023
Date

Chairman | CEO
Title

Walker County Government
Agency

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. 2023-00002161

DATE 07/13/2023

VENDOR 56504 SOUTHERN EMERGENCY PRODUCTS LLC

CONTACT
SOUTHERN EMERGENCY PRODUCTS LLC
368 J D DRIVE
CHICKAMAUGA, GA 30707

DELIVER BY
SHIP VIA
FREIGHT TERMS
ORIGINATOR Christopher Anderson
RESOLUTION #
PAYMENT TERMS

QUANTITY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EA	Capital - Vehicles - 2022 VEHICLE EQUIPMENT AND INSTALLATION	$32,945.5000	$32,945.50

TOTAL DUE $32,945.50

APPROVED BY

PAGE 1 OF 1

SPECIAL INSTRUCTIONS

Invoice

Southern Emergency Products, LLC

380 Roy Bird Rd
Rock Spring, GA 30739

Phone # 423-593-0614   admin@southernemergency.com
Fax #

Date	Invoice #
6/19/2023	IN-6454

Bill To
WALKER COUNTY SHERIFFS DEPARTMENT ATTN: CAPT. CHRIS ANDERSON 105 SOUTH DUKE STREET LAFAYETTE, GA 30728

Ship To
WALKER COUNTY ROAD DEPARTMENT ATTN: CAPTAIN CHRIS ANDERSON 91 INDUSTRIAL DRIVE CHICKAMAUGA, GA 30707

REMIT PAYMENT TO:

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

P.O. Number	Terms	Rep	Ship	Via
	Net 15		6/19/2023	GROUND

Quantity	Description	Price Each	Amount
	2022 FORD PIUV EQUIPMENT - (2) ADMIN		
2	SOI NFORCE 12-LED DUO INTERIOR LIGHTBAR - BLUE/WHITE 2020 PI SUV	1,047.67	2,095.34
2	SOI 4-MOD MPOWER 12-LED REAR SPOILER EXTERIOR LIGHT - BLUE / AMBER - FORD PIUV 2020	1,232.98	2,465.96
2	NERGY 400 MULTI FUNCTION SIREN W/ BUTTON CONTROL, 100WATT	455.60	911.20
2	FENIEX TRITON 100 WATT SPEAKER W/ BRACKET	109.00	218.00
4	INTERSECTOR UNDER MIRROR / SURFACE MOUNT LIGHT - BLUE / WHITE	169.39	677.56
4	CURVED SURFACE ADAPTERS FOR INTERSECTOR - FORD PIUV013-2017	8.50	34.00
4	FENIEX COBRA T-3 3 DIODE LIGHT HEAD - BLUE - FRONT GRILLE	39.00	156.00
4	CANNON HIDE-AWAY LED STROBE - BLUE - HEADLIGHT	69.00	276.00
4	CANNON HIDE-AWAY LED STROBE - BLUE / WHITE - TAIL / REVERSE	69.00	276.00
4	FUSION S-200 STICK - BLUE / BLUE	119.00	476.00
4	FENIEX END CAP MOUNT FOR FUSION LIGHTSTICK SERIES	17.50	70.00
2	HAVIS UNIVERSAL COMPUTER MOUNT, 14"	162.70	325.40
2	HAVIS UT-1000 SERIES ADAPTER KIT	61.65	123.30
2	HAVIS LAPTOP SCREEN SUPPORT	53.75	107.50
2	PRINTER MOUNT - VS CONSOLE, FORD PIUV	144.75	289.50
2	LIND DC/DC 100W USB-C POWER ADAPTER - BARE WIRE	156.00	312.00
2	FORD PIUV VS CONSOLE - 24" MOUNTING SPACE	337.12	674.24
2	PRINTER MOUNT - VS CONSOLE, FORD PIUV	144.75	289.50
2	HAVIS 1PC MOUNTING BRACKET FOR MOTOROLA APX 6500, XTL2500 REMOTE	19.60	39.20
2	HAVIS 1-PIECE MOUNTING BRACKET - SOI SIREN, ETSA481RSP	0.00	0.00
2	HAVIS IN CONSOLE DUAL CUP HOLDER	29.40	58.80
2	HAVIS CONSOLE 6" INTERNAL MNT ACCESS POCKET	46.45	92.90
2	SMC 10XL COATED POLY PARTITION TALL - 22 FORD PIUV	692.16	1,384.32
2	12 VS REAR SCREEN WITH REPLACEMENT SEAT - FORD PIUV	1,132.75	2,265.50
2	SETINA STL WINDOW BAR SUV INT (PR)	230.15	460.30
1	SETINA DUAL T-RAIL, 1SM, 1UNIV, LOCK W/ HC KEY OVERRIDE (1 NEW, 1 USED)	367.70	367.70
1	CARGO BOX TRANSFER KIT - 2021 FORD EXPLORER PIUV	135.59	135.59
2	SHOP SUPPLIES - WIRE, LOOM, FUSES, FUSE BLOCK, BREAKERS / RELAYS	85.00	170.00
2	EMERGENCY EQUIPMENT INSTALLATION - INCLUDES NEW EQUIPMENT LISTED ABOVE WITH CUSTOMER SUPPLIED BUMPERS, RADIO, AND RADAR UNIT	1,000.00	2,000.00

Subtotal	
Sales Tax (0.0%)	
Total	
Payments/Credits	
Balance Due	

Invoice

Southern Emergency Products, LLC

380 Roy Bird Rd
Rock Spring, GA 30739

Phone # 423-593-0614 admin@southernemergency.com
Fax #

Date	Invoice #
6/19/2023	IN-6454

Bill To	Ship To
WALKER COUNTY SHERIFFS DEPARTMENT ATTN: CAPT. CHRIS ANDERSON 105 SOUTH DUKE STREET LAFAYETTE, GA 30728	WALKER COUNTY ROAD DEPARTMENT ATTN: CAPTAIN CHRIS ANDERSON 91 INDUSTRIAL DRIVE CHICKAMAUGA, GA 30707

REMIT PAYMENT TO:

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

P.O. Number	Terms	Rep	Ship	Via
	Net 15		6/19/2023	GROUND

Quantity	Description	Price Each	Amount
	2022 FORD PIUV - COURT SERVICES		
2	SOI NFUSE LIGHTBAR, 48", B/W FRONT, B/A REAR	1,680.00	3,360.00
2	NERGY 400 MULTI FUNCTION SIREN W/ BUTTON CONTROL, 100WATT	455.60	911.20
2	FENIEX TRITON 100 WATT SPEAKER W/ BRACKET	109.00	218.00
4	FENIEX COBRA T-3 3 DIODE LIGHT HEAD - BLUE	39.00	156.00
8	CANNON HIDE-AWAY LED STROBE - BLUE - HEADLIGHT / TAIL LIGHT	69.00	552.00
4	FUSION S-200 STICK - BLUE / BLUE	119.00	476.00
4	FENIEX END CAP MOUNT FOR FUSION LIGHTSTICK SERIES	17.50	70.00
1	8.5" HEAVY DUTY TELESCOPING POLE, SIDE MOUNT (WC39)	87.30	87.30
1	HAVIS UNIVERSAL COMPUTER MOUNT, 14" (WC39)	162.70	162.70
1	HAVIS UT-1000 SERIES ADAPTER KIT (WC39)	61.65	61.65
1	HAVIS LAPTOP SCREEN SUPPORT (WC39)	53.75	53.75
1	LIND DC/DC 100W USB-C POWER ADAPTER - BARE WIRE	156.00	156.00
2	FORD PIUV VS CONSOLE - 24" MOUNTING SPACE	337.12	674.24
2	HAVIS 1PC MOUNTING BRACKET FOR MOTOROLA APX 6500, XTL2500 REMOTE	19.60	39.20
2	HAVIS 1-PIECE MOUNTING BRACKET - SOI SIREN, ETSA481RSP	0.00	0.00
2	HAVIS IN CONSOLE DUAL CUP HOLDER	29.40	58.80
2	HAVIS CONSOLE 6" INTERNAL MNT ACCESS POCKET	46.45	92.90
2	SMC 10XL COATED POLY PARTITION TALL - 22 FORD PIUV	692.16	1,384.32
2	12 VS REAR SCREEN WITH REPLACEMENT SEAT - FORD PIUV	1,132.75	2,265.50
2	SETINA STL WINDOW BAR SUV INT (PR)	230.15	460.30
1	SETINA DUAL T-RAIL, 1SM, 1UNIV, LOCK W/ HC KEY OVERRIDE (INSTALL 2, 1 NEW FROM PREVIOUS ORDER)	367.70	367.70
2	SHOP SUPPLIES - WIRE, LOOM, FUSES, FUSE BLOCK, BREAKERS / RELAYS	85.00	170.00
2	EMERGENCY EQUIPMENT INSTALLATION - INCLUDES NEW EQUIPMENT LISTED ABOVE WITH CUSTOMER SUPPLIED BUMPERS, RADIO	1,000.00	2,000.00
	ADDITIONAL STOCK ITEMS FOR LATER INSTALL		
1	8.5" HEAVY DUTY TELESCOPING POLE, SIDE MOUNT	87.30	87.30
1	HAVIS UNIVERSAL COMPUTER MOUNT, 14"	162.70	162.70
1	HAVIS UT-1000 SERIES ADAPTER KIT	61.65	61.65
1	HAVIS LAPTOP SCREEN SUPPORT	53.75	53.75
1	LIND DC/DC 100W USB-C POWER ADAPTER - BARE WIRE	156.00	156.00
1	FREIGHT (VENDOR BILLED $1,395.26 LESS 10% DISCOUNT)	1,255.73	1,255.73

Subtotal	
Sales Tax (0.0%)	
Total	
Payments/Credits	
Balance Due	

Invoice

Southern Emergency Products, LLC

380 Roy Bird Rd
Rock Spring, GA 30739

Date	Invoice #
6/19/2023	IN-6454

Phone # 423-593-0614 admin@southernemergency.com
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WALKER COUNTY SHERIFFS DEPARTMENT ATTN: CAPT. CHRIS ANDERSON 105 SOUTH DUKE STREET LAFAYETTE, GA 30728	WALKER COUNTY ROAD DEPARTMENT ATTN: CAPTAIN CHRIS ANDERSON 91 INDUSTRIAL DRIVE CHICKAMAUGA, GA 30707

REMIT PAYMENT TO:

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

P.O. Number	Terms	Rep	Ship	Via
	Net 15		6/19/2023	GROUND

Quantity	Description	Price Each	Amount
1	HG2 SIDE RUNNER KIT 62" WITH DURANGO BRACKETS, BLUE/BLUE W/ INSTALL	639.00	639.00

Subtotal	$32,945.50
Sales Tax (0.0%)	$0.00
Total	$32,945.50
Payments/Credits	$0.00
Balance Due	**$32,945.50**

Walker County, Georgia
Abbreviated Balance Sheet
March 31, 2023

	General Fund	Special Revenue Funds	Capital Project Funds	Proprietary Funds	Total
Assets					
Current Assets					
Unrestricted Funds	27,718,580	3,277	-	724,828	28,446,686
Restricted Funds	605,163	17,513,496	11,963,544	-	30,082,203
Certificate of Deposit		-	-	-	-
Receivables, net	18,677,380	965,534	1,154,490	202,443	20,999,846
Inventories		-	-	568	568
Prepaid Items	835,060	54,951	-		890,011
Internal Balances	3,954,939	1,531,242	1,149,242		6,635,423
Total Current Assets	51,791,122	20,068,500	14,267,276	927,839	87,054,737
Noncurrent Assets					
Investments					
Fixed Assets, net		-	-	1,542,194	1,542,194
Total Noncurrent Assets	-	-	-	1,542,194	1,542,194
Net Deferred Outflows				22,113	22,113
Total Deferred Outflows	-	-	-	22,113	22,113
Total Assets	51,791,122	20,068,500	14,267,276	2,492,147	88,619,045
Liabilities					
Current Liabilities					
Accounts Payable	854,598	349,975	730,938	121,767	2,057,278
Accrued Liabilities	292,229	37,646	-	16,605	346,480
Other Liabilies	11,146,404	13,540,197	-	6,646	24,693,247
Internal Balances		3,399,373	1,998,749	1,432,468	6,830,590
Total Current Liabilities	12,293,231	17,327,191	2,729,687	1,577,487	33,927,596
Noncurrent Liabilities					
Other Liabilies				42,500	42,500
Landfill Closure and Post-Closure				2,750,843	2,750,843
Total Noncurrent Liabilities	-	-	-	2,793,343	2,793,343
Net Deferred Inflows					-
Total Deferred Inflows	-	-	-	-	-
Total Liabilities	12,293,231	17,327,191	2,729,687	4,370,830	36,720,939
Fund Equity					
Unrestricted	39,021,083	450,306		(1,878,682)	37,592,706
Restricted	476,808	2,291,003	11,537,590		14,305,400
Total Fund Equity	39,497,891	2,741,309	11,537,590	(1,878,682)	51,898,107
Total Liabilities and Fund Equity	51,791,122	20,068,500	14,267,276	2,492,147	88,619,045