

**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 March 11, 2021 at 7:00 P.M.

**REGULAR SCHEDULED MEETING**

- **Invocation**  
Given by Chairman Shannon Whitfield
- **Pledge**  
United States Flag and Georgia Flag
- **Chairman Whitfield will Call to Order the Regular Meeting**  
Clerk establishes a Quorum is present
- **Approve Agenda**
- **Open Public Hearing**  
Issuance of Revenue Bonds by the Development Authority of Walker County
- **Close Public Hearing**
- **Minutes**  
Approval of the minutes for the Regular Scheduled Meeting held on February 25, 2021
- **Public Comment**
- **Unfinished Business**  
Resolution R-006-21 to Appoint a Board of Commissioners Clerk  
(This Resolution was tabled at the Board Meeting held on January 28, 2021)
- **New Business**  
  
Resolution R-010-21, to Authorize the Walker County Tax Commissioner to Waive Penalties or Interest on Unpaid Ad Valorem Taxes  
  
Resolution R-011-21, to Approve the Issuance of Revenue Bonds by the Development Authority of Walker County  
  
Resolution R-012-21, Appointments to the Planning Commission  
  
Resolution R-013-21, Appointments to the Walker County Historic Preservation Commission  
  
Purchase Order 2021-00000871 to Municipal Emergency Services, Extrication Equipment for Fire Station 7 in Fairview (\$32,873.99 total)  
  
Purchase Order 2021-00000913 for two Ford Explorers 4x4 for Emergency Management/911 and IT Department (\$58,865.76 total)  
  
Purchase Order 2021-00000914 for two Ford F-150- 4x4 truck for Animal Control and Public Works (\$53,901.52 total)  
  
Office of the Governor Criminal Justice Coordinating Council; Subgrant Award, Project Name: Swift, Certain and Fair, Subgrant Number: H19-8-005, Grant Period: 01/01/21 – 09/30/23

Proclamation for Sexual Assault Awareness Month

Walker County Departmental Statistics – February 2021

- **Commissioner Comments**
- **Executive Session**
- **Adjourn**









**Walker County Governmental Authority**  
**101 South Duke Street, P.O. Box 445**  
**LaFayette, GA 30728**  
**706-638-1437**  
**Minutes of the Regular Scheduled Meeting**  
**February 25, 2021**

**I. Call to order**

Chairman Whitfield called to order the Regular Scheduled Commissioner's Meeting held at Annex III, 201 S. Main Street, Lafayette, Georgia at 7:00 PM on February 25, 2021.

**II. Attendees:**

The following persons were present: Chairman Shannon Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Commissioner Robert Stultz, Public Relations Director Joe Legge, Economic Development Director Robert Wardlaw, Legal and Policy Director David Gottlieb, Walker County Police Chief Mitchell Moore and County Clerk Rebecca Wooden, Other guests signed in at the meeting as well. Please see the attached sign in sheet.

**III. Approval of Minutes:**

Chairman Whitfield stated that the minutes from the last Commissioner's Meeting was included in the packet and asked if anyone had any questions or comments. Being none, Commissioner Blakemore made a motion to approve the minutes and the motion was seconded by Commissioner Askew, 4 ayes, 0 nays, motion was approved.

**IV. Approval of Agenda:**

Chairman Whitfield apologized for getting out of order from the Agenda and approving the minutes prior to the approval of the Agenda. He asked if anyone had any questions or if someone would like to make a motion to approve the agenda. Commissioner Stultz made a motion to approve the agenda and the motion was seconded by Commissioner Hart, 4 ayes and 0 nays, motion was approved.

**V. Public Comment:**

Mr. Richard Westbrook came forward to discuss the Flags and Crosses for Veterans Memorial Park. He explained the LaFayette Woman's Club and Post 339 LaFayette American



Legion have joined together to replace, repair and improve the location of the flags and crosses that have been in Joe Stock Park in the past. These flags and crosses honor our fallen heroes from World War I, World War II, Korean Conflict and Vietnam. He discussed sponsor levels and asked for participation in this joint project. The dedication ceremony will be at 5:00 PM on May 31, 2021.

Luke Gilliland came forward to discuss his two dogs that had gotten out of their underground fencing and were picked up by Animal Control and taken to the Animal Shelter. He discussed the process to get his dogs back, Mr. Gilliland said Cortney and Chloe from the Animal Shelter were very nice and helpful to him and he wanted to thank them. He asked if it was possible going forward for consideration to be given for first offenders because of the expense. That amount could be groceries or utilities for someone. Ray Burnfin came forward and wanted to discuss freedom of speech and how words are listed in the books that he brought to the meeting. Mr. Burnfin began using offensive language and was out of order. Chairman Whitfield explained to Mr. Burnfin that he was out of order and he needed to leave the building. Mr. Burnfin was escorted out of Annex III by Walker County Chief of Police Mitchell Moore.

**VI. New Business:**

- I. Chairman Whitfield discussed Purchase Order 2021-00000775 (2020 SPLOST Funds) GA Dept of Public Safety, Government Auto Vehicle, for one Dodge Ram Pick-up Truck for Walker County Sheriff's Office. He asked Sheriff Wilson if he would like to provide any further information. Sheriff Wilson thanked everyone and the Board. He explained this expense is out of the SPLOST funds. This vehicle was less expensive by purchasing it from GA Dept of Public Safety, Government Auto. Commissioner Blakemore made the motion to approve, Commissioner Askew seconded, 4 ayes, 0 nays, motion carried to approve.
- II. Chairman Whitfield discussed Purchase Order 2021-00000776, (2020 SPLOST Funds) Jenkins Chrysler-Dodge-Jeep Inc, for eleven Dodge Vehicles for Walker County Sheriff's Office. Sheriff Wilson explained this expense is paid out of the SPLOST funds. The Sheriffs Department tries to upgrade their fleet by 12 – 14 new vehicles each year. Commissioner Stultz made the motion to approve, Commissioner Hart seconded, 4 ayes, 0 nays, motion carried to approve.
- III. Chairman Whitfield read the Multiple Myeloma Awareness Proclamation. Sheriff Wilson thanked Walker County for this recognition.
- IV. Chairman Whitfield read Resolution R-009-21, A Resolution of the Board of Commissioners of Walker County to Authorize the Walker County Tax Commissioner to Accept Non Cash Payment for Taxes. Commissioner Hart made the motion to approve, Commissioner Stultz seconded, 4 ayes, 0 nays, motion carried to approve.

- V. Chairman Whitfield discussed Purchase Order 2021 – 00000780 (2020 SPLOST Funds) Bobcat of Chattanooga, T770 T4 Bobcat Compact Tract Loader with attachments, 18' Cronkhite 2960 Trailer for Public Works Department. Carlen Bowers came forward to discuss this equipment was needed and the trailer was needed to handle the new equipment. The old equipment had around 4000 hours and was worn out. Commissioner Hart asked if this comes with just a bucket. Carlen Bowers stated yes, we already have the other equipment. Commissioner Stultz asked if the old equipment would be traded. Carlen stated no, the old equipment would be moved lower down on their list. Commissioner Askew made the motion to approve, Commissioner Hart seconded, 4 ayes, 0 nays, motion carried to approve.
- VI. Chairman Whitfield discussed Purchase Order 2021 – 00000793 (2020 SPLOST Funds) Bobcat of Chattanooga, T870 T4 Bobcat Compact Tract Loader with attachments for Walker County Landfill. Paine Gily, Manager of the Walker County Landfill came forward to explain this equipment will give the Landfill versatility and is needed. There is a variety of attachments. The older equipment from the Landfill will be transferred over to the Road Department. Commissioner Askew made the motion to approve, Commissioner Stultz seconded, 4 ayes, 0 nays, motion carried to approve.
- VII. Chairman Whitfield discussed Purchase Order 2021-00000794 (2020 SPLOST Funds) three Franklin Tractors, New Holland TS6.110 Tractor 4 WD Powershuttle Transmission and three Diamond 60" Rotary Boom Mower for Road Department. Carlen Bowers came forward and explained the older tractors have over 7000 hours. Commissioner Askew asked is the old equipment will be kept. Carlen Bowers explained the better of the old equipment will be kept as backup and they will put the worst in the next sale. Chairman Whitfield suggested possibly keeping some for parts since it is difficult finding parts for such old machines. Commissioner Blakemore made the motion to approve, Commissioner Stultz seconded, 4 ayes, 0 nays, motion carried to approve.
- VIII. Chairman Whitfield discussed Purchase Order 2021-00000795 (2020 SPLOST Funds) one Franklin Tractor, New Holland TS6.110 Tractor 4 WD Powershuttle Transmission and one Bush Hog 3810 10' cut for Road Department. Carlen Bowers explained this is basically a pull type mower with wider shoulders replacing the older equipment as discussed earlier. Commissioner Hart made the motion to approve, Commissioner Blakemore seconded, 4 ayes, 0 nays, motion carried to approve.
- IX. Chairman Whitfield explained Walker County is one of several surrounding counties that is included in the Drug Task Force and this is an agreement for Lookout Mountain Judicial Circuit Drug Task Force Intergovernmental Contract to repay Walker County because they pay the expenses upfront. Sheriff Wilson explained this is a simple MOU of everyone involved on this agreement. Commissioner Stultz thanked the Drug Task Force for their wonderful job. Commissioner Askew made the motion to



approve, Commissioner Blakemore seconded, 4 ayes, 0 nays, motion carried to approve.

- X. Commissioner Blakemore made a motion to go into Executive Session for Personnel matters; Commissioner Stultz seconded the motion, 4 ayes, 0 nays and motion carried. Executive Session began at 7:38 PM
- XI. Chairman Whitfield called the Commissioners Meeting back to order from Executive Session at 8:43 PM, explaining no action items taken from Executive Session.

## VII. Commissioner Comments:

Chairman Whitfield asked if any of the Commissioners had any comments. Commissioner Blakemore thanked everyone for attending and wanted to tell everyone that the new home development off Happy Valley Road is moving forward. Commissioner Blakemore stated the City of Rossville is in need of a new playground. The City can't make that happen right now. The SPLOST money has been allocated to other things and it was going to be next year before they could do anything with the playground. Commissioner Blakemore and Michael Hicks with the City of Rossville do not want to wait until then. They have discussed this with Robert Wardlaw and Mr. Wardlaw is going to promote a BBQ Fundraiser on March 20, 2021. Commissioner Blakemore asked everyone to please share this information to help raise money for the playground. Commissioner Askew stated that he would like to thank everyone for their contributions, patience and support. Commissioner Hart stated there are three things going on that he would like to share. On Saturday February 27 our County Agent Wade Hutcheson and Casey Hobbs our 4-H Agent are putting on an event at the Civic Center and would love to see everyone attend. LaFayette High School Basketball team has made it to the sweet 16. Commissioner Hart thanked Carlen Bowers and the Road Department for finishing up East Armurchee Road and putting the reflectors on the road. He also thanked everyone for coming out to be a part of County Government. Commissioner Stultz explained that COVID numbers were improving. The Teachers K-12, Staff & adults with intellectual disabilities will be able to obtain their immunizations soon and the Johnson & Johnson vaccine will also be released soon. Commissioner Stultz thanked everyone for coming out. Commissioner Blakemore made the motion to adjourn, Commissioner Askew seconded, 4 ayes, 0 nays, motion to adjourn carried.

{Audio Recording of Regular Scheduled meeting and comments are on file in Commissioner's Office – 21-02-25}

{Audio Recording of Regular Scheduled meeting comments are on file in Commissioner's Office – 21-02-25}

**Adjournment:**

The Regular Scheduled Meeting was adjourned at 8:48 PM

Shannon K. Whitfield

Chairman/CEO

Walker County Georgia

Date

Minutes prepared by: Walker County Clerk, Rebecca Wooden





**RESOLUTION R-006-21**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO  
APPOINT A BOARD OF COMMISSIONERS CLERK**

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

**WHEREAS**, Section 14 of the enabling legislation creating the Board provides that the Board is authorized to appoint a clerk to keep a proper and accurate book of minutes; and

**WHEREAS**, the Board wishes to exercise that power, and in doing so appoint a part-time Board of Commissioners Clerk; and

**THEREFORE, BE IT RESOLVED** that the Board does hereby appoint  
\_\_\_\_\_ to serve as its’ clerk;

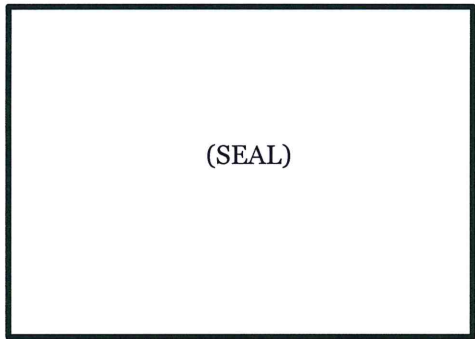
**SO RESOLVED AND ADOPTED** this 11<sup>th</sup> day of March, 2021.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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

\_\_\_\_\_  
SHANNON K. WHITFIELD, Chairman



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



## RESOLUTION R-010-21

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO AUTHORIZE THE WALKER COUNTY TAX COMMISSIONER TO WAIVE PENALTIES OR INTEREST ON UNPAID AD VALOREM TAXES**

**WHEREAS**, there are certain cases where it is in the best interest of Walker County for the Walker County Tax Commissioner to waive penalties or interest due on unpaid ad valorem taxes; and

**WHEREAS**, O.C.G.A. Section 48-5-242 authorizes said waiver upon written approval by the governing authority of the County;

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Walker County, in accordance with the provisions of O.C.G.A. Section 48-5-242, hereby authorizes the Tax Commissioner to waive, in whole or in part, the collection of any penalty or interest due on ad valorem taxes, when the Tax Commissioner reasonably determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law. Notwithstanding the above, if the total dollar amount of said waiver exceeds \$\_\_\_\_\_, then the Tax Commissioner must obtain pre-approval of the total amount of the waiver from the Board of Commissioners.

In the case of a penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions, or covenants required with respect to a property receiving any type of preferential assessment, the Tax Commissioner shall not be authorized to waive any portion of the penalty or interest that represents a recovery by the taxing authority of any amount by which taxes were reduced as a result of the granting of such preferential assessment.

**SO RESOLVED AND ADOPTED** this 11<sup>th</sup> day of March, 2021.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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

\_\_\_\_\_  
SHANNON K. WHITFIELD, Chairman

(SEAL)

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





## RESOLUTION R-011-21

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO APPROVE THE ISSUANCE OF REVENUE BONDS BY THE DEVELOPMENT AUTHORITY OF WALKER COUNTY

**WHEREAS**, on at least seven days' notice published in the Walker County Messenger, a public hearing was held at Walker County Courthouse Annex III, 201 S. Main Street, LaFayette, Georgia 30728 on March 11, 2021 at 7:00 p.m., concerning a proposed issuance by the Development Authority of Walker County (the "Authority") of its revenue bonds (the "Bonds"), in a maximum principal amount not to exceed \$19,000,000; and

**WHEREAS**, the proceeds of the sale of the proposed Bonds, when and if issued, are to be used, along with other funds, for the benefit of Gateway at Rossville, LP a Georgia limited partnership (the "Borrower"), to (i) acquire, construct, furnish and equip an approximately 156-unit multifamily housing community (the "Project"), (ii) fund reserves and (iii) pay all or a portion of the costs of issuing the Bonds; and

**WHEREAS**, the Project will be located at 2478 Happy Valley Road, Rossville, Georgia, and will be owned by the Borrower and operated by the Borrower and its affiliates; and

**WHEREAS**, the proposed Bonds, when and if issued, will not be an obligation of Walker County (the "County"), or of the State of Georgia or of any county, municipality, or political subdivision of the State of Georgia; the proposed Bonds will not be paid from taxes, but will be payable by the Authority solely from amounts to be paid or provided by the Borrower; and no performance audit or performance review shall be conducted with respect to such bond issue; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides, in effect, that in order for the interest on the proposed Bonds to be excluded from the holders' gross incomes for federal income tax purposes, the "public approval" requirements of said section must be complied with; and

**WHEREAS**, the location of the Project is entirely within the County, and the Board of Commissioners of the County (the "Board") constitutes the elected legislative body of the County and is a proper body for granting the necessary public approval; and

**WHEREAS**, the Authority has requested that the Board approve the issuance of the Bonds for the purposes stated above, the nature and location of the Project, and the plan of financing for the Project with the Bonds; and

**WHEREAS**, the Board finds and determines that it is in the public interest of the County to grant such approval.

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County as follows:

Section 1. The issuance of the Bonds by the Authority for the benefit of the Borrower in a maximum principal amount not to exceed \$19,000,000 for the above described purposes, the nature and location of the Project, and financing for the Project, described above, are hereby approved for purposes of Section 147(f) of the Code.



**RESOLUTION R-011-21 (continued)**

Section 2. Such approval by the Board does not constitute any representation by the County to the prospective purchasers of the Bonds as to the creditworthiness of the Borrower, or the economic feasibility of the Project nor does it create, either expressly or by implication, any obligation on the part of the County for the payment of the Bonds or debt service thereon, such Bonds and debt service thereon being payable solely from the sources described above.

Section 3. This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED AND ADOPTED** this 11<sup>th</sup> day of March, 2021.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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

\_\_\_\_\_  
SHANNON K. WHITFIELD, Chairman

(SEAL)

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





## RESOLUTION R-011-21 (continued)

### CLERK'S CERTIFICATE

I, the undersigned Clerk of of Walker County, Georgia (the “**County**”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the approval of the issuance of the Development Authority of Walker County of its revenue bonds constitute a true and correct copy of the resolution adopted on March 11, 2021, by the Board of Commissioners of the County at a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the Minute Book of the County which is in my custody and control.

**GIVEN** under my hand and the official seal of Walker County, Georgia, this 11th day of March, 2021.

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REBECCA WOODEN, County Clerk  
Walker County, Georgia

(SEAL)



**RESOLUTION R-012-21**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO  
APPOINT MEMBERS OF THE WALKER COUNTY PLANNING COMMISSION**

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

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

**WHEREAS**, vacancies exists due to the resignations of Scott McNabb and Phillip Cantrell; and

**WHEREAS**, Chairman Whitfield submits the following appointments to serve as a member of the Walker County Planning Commission:

Michael Hicks - for a term ending on December 31, 2023  
Cindy Askew – for a term ending on December 31, 2024

**WHEREAS**, Michael Hicks and Cindy Askew are duly qualified to serve as members of the Planning Commission and have expressed a willingness to serve the people of Walker County in such capacity;

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County, Georgia that the appointments of Michael Hicks and Cindy Askew are approved.

**SO RESOLVED AND ADOPTED** this 11<sup>th</sup> day of March, 2021.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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

\_\_\_\_\_  
SHANNON K. WHITFIELD, Chairman

(SEAL)

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





**RESOLUTION R-013-21**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO  
APPOINT MEMBERS OF THE WALKER COUNTY HISTORIC PRESERVATION  
COMMISSION**

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

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

**WHEREAS**, vacancies exists due to the expirations of terms; and

**WHEREAS**, Chairman Whitfield submits the following appointments to serve as a member of the Walker County Historic Preservation Commission:

Theresa Dorsey - for a term ending on December 31, 2021  
Renee Griffin - for a term ending on December 31, 2022  
John Culpepper - for a term ending on December 31, 2022  
Alan Slaven - for a term ending on December 31, 2022  
Frances Cobb - for a term ending on December 31, 2023  
Randall Pittman - for a term ending on December 31, 2023  
Patrick Cook - for a term ending on December 31, 2023

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County, Georgia that the appointments of Theresa Dorsey, Renee Griffin, John Culpepper, Alan Slaven, Frances Cobb, Randall Pittman and Patrick Cook are approved.

**SO RESOLVED AND ADOPTED** this 11<sup>th</sup> day of March, 2021.

**ATTEST:**

**WALKER COUNTY, GEORGIA**

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

\_\_\_\_\_  
SHANNON K. WHITFIELD, Chairman

(SEAL)

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

**SHIP TO**

WALKER COUNTY FIRE & RESCUE  
107 ALEX DRIVE  
CHICKAMAUGA, GA 30707

**BILL TO**

WALKER COUNTY FIRE & RESCUE  
107 ALEX DRIVE  
CHICKAMAUGA, GA 30707

**REPRINT PURCHASE  
ORDER  
NO. 2021-00000871**

**DATE** 03/03/2021

**VENDOR** 60648 MUNICIPAL EMERGENCY SERVICES

**CONTACT**

MUNICIPAL EMERGENCY SERVICES  
DEPOSITORY ACCOUNT  
75 REMITTANCE DR  
SUITE 3135  
CHICAGO, IL 60675

**DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS**

Christina O'Toole

| QUANTITY | U/M | DESCRIPTION                                                                                    | UNIT COST        | TOTAL COST         |
|----------|-----|------------------------------------------------------------------------------------------------|------------------|--------------------|
| 1.0000   | EA  | Capital - Other Equipment - Station 7 Extrication Equipment Hurst E<br>Draulic Rescue Tool Set | \$32,873.9900    | \$32,873.99        |
|          |     |                                                                                                | <b>TOTAL DUE</b> | <b>\$32,873.99</b> |

APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS



SHIP TO

WALKER CO COMMISSIONER'S OFFICE  
101 S DUKE ST  
LA FAYETTE, GA30728

BILL TO

WALKER CO COMMISSIONER'S OFFICE  
PO BOX 445  
LA FAYETTE, GA30728

REPRINT PURCHASE  
ORDER  
NO. 2021-00000913

DATE 03/05/2021

VENDOR 56889 PRATER FORD INC

CONTACT

PRATER FORD INC  
P O BOX 818  
704 S WALL ST  
CALHOUN, GA 30703

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS

Whitfield, Shannon

| QUANTITY  | U/M | DESCRIPTION                                         | UNIT COST     | TOTAL COST  |
|-----------|-----|-----------------------------------------------------|---------------|-------------|
| 1.0000    | EA  | Capital - Vehicles - 2021 Ford Explorer 4WD 3.3L V6 | \$29,432.8800 | \$29,432.88 |
| 1.0000    | EA  | Capital - Vehicles - 2021Ford Explorer 4WD 3.3I V6  | \$29,432.8800 | \$29,432.88 |
| TOTAL DUE |     |                                                     |               | \$58,865.76 |

APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS





SHIP TO

WALKER CO COMMISSIONER'S OFFICE  
101 S DUKE ST  
LA FAYETTE, GA30728

BILL TO

WALKER CO COMMISSIONER'S OFFICE  
PO BOX 445  
LA FAYETTE, GA30728

REPRINT PURCHASE  
ORDER  
NO. 2021-00000914

DATE 03/05/2021

VENDOR 56889 PRATER FORD INC

CONTACT

PRATER FORD INC  
P O BOX 818  
704 S WALL ST  
CALHOUN, GA 30703

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
ORIGINATOR  
RESOLUTION #  
PAYMENT TERMS

Whitfield, Shannon

| QUANTITY  | U/M | DESCRIPTION                                                     | UNIT COST     | TOTAL COST  |
|-----------|-----|-----------------------------------------------------------------|---------------|-------------|
| 1.0000    | EA  | Capital - Vehicles - 2021 Ford F150 Pickup 4x4 Supercab 3.3l V6 | \$26,950.7600 | \$26,950.76 |
| 1.0000    | EA  | Capital - Vehicles - 2021 Ford F150 Pickup 4x4 Supercab 3.3l V6 | \$26,950.7600 | \$26,950.76 |
| TOTAL DUE |     |                                                                 |               | \$53,901.52 |

APPROVED BY \_\_\_\_\_

SPECIAL INSTRUCTIONS







OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL

Swift, Certain, & Fair Supervision Grant Award

SUBGRANT AWARD

SUBGRANTEE: Walker County Commission

## IMPLEMENTING

AGENCY: Walker County

PROJECT NAME: Swift, Certain, and Fair

SUBGRANT NUMBER: H19-8-005

FEDERAL FUNDS: \$ 84,000

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 84,000

GRANT PERIOD: 01/01/21-09/30/23

This Award is hereby made in the amount and for the period shown above for a Subgrant under the FY19 Innovative Responses to Behavior in the Community: Swift, Certain, and Fair Supervision, Pub. L. No. 116-6, 133 Stat 13, 114.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Swift, Certain, and Fair (SCF) Sanctions Program Initiative. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

## AGENCY APPROVAL

## SUBGRANTEE APPROVAL

\_\_\_\_\_  
Steven Hatfield, Director  
Criminal Justice Coordinating Council

Date Executed: 01/01/21

\_\_\_\_\_  
Signature of Authorized Official      Date

\_\_\_\_\_  
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      | 15010     | 1     | 01/01/21 | 9    |          | **          | H19-8-005  |
| OVERRIDE | ORGAN     | CLASS | PROJECT  |      |          | VENDOR CODE |            |
| 2        | 46        | 4     | 15010    |      |          |             |            |

| ITEM CODE | DESCRIPTION 25 CHARACTERS | EXPENSE ACCT | AMOUNT    |
|-----------|---------------------------|--------------|-----------|
| 1         | Swift, Certain, and Fair  | 624.41       | \$ 84,000 |

CRIMINAL JUSTICE COORDINATING COUNCIL

INNOVATIVE RESPONSES TO BEHAVIOR IN THE COMMUNITY: SWIFT, CERTAIN, AND FAIR SUPERVISION GRANT  
PROGRAM  
SPECIAL CONDITIONS

SUBGRANTEE: Walker County BOC

SUBGRANT NUMBER: H19-8-005

1. Non-compliance of any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation to Council that the award be rescinded.

Initials \_\_\_\_\_

2. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Initials \_\_\_\_\_

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this FY 2017 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were adopted by the DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information on the Part 200 Uniform Requirements, as they relate to OJP awards, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Initials \_\_\_\_\_

4. The subgrantee agrees to abide by all administrative and financial guidelines as stipulated in the current edition of the Department of Justice (DOJ) Grants Financial Guide available on the OJP website ((currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>). All services paid by federal and/or matching funds must have a valid contract that has been pre-approved by the CJCC to ensure compliance with federal and state guidelines and



statutes.

Initials \_\_\_\_\_

5. A subgrantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

Initials \_\_\_\_\_

6. The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the subgrantee will promptly notify, in writing, the grant manager for this CJCC award and, if so requested by CJCC, seek a budget-modification or change-of-project-scope Subgrant Adjustment Request (SAR) to eliminate any inappropriate duplication of funding.

Initials \_\_\_\_\_

7. The subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) [www.sam.gov](http://www.sam.gov) or with a successor government-wide system officially designated by OMB and OJP and applicable requirements on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/sam.htm> and are incorporated by reference here.

Initials \_\_\_\_\_

8. The subgrantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it —1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

Initials \_\_\_\_\_

9. The subgrantee must comply with all applicable requirements for authorization of any subaward. This condition applies to agreement that — for purposes of federal grants administrative requirements — OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

Initials \_\_\_\_\_

10. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$250,000 and there has been no competition for the award, the recipient must comply with the rules governing sole source procurement found in the current edition of the OJP Financial Guide at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>

Initials \_\_\_\_\_

## 11. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, by any subgrantee at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

## 1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subgrantee at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

## 2. Monitoring: The recipient's monitoring responsibilities include monitoring of subgrantee compliance with this condition.

3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), subgrantee (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any subgrantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Initials \_\_\_\_\_

12. The subgrantee agrees to comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantee or individuals defined as employees of the subgrantee. Failure to comply with requirements as set by the OJP which can be found in full at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> will result in the termination of the subgrant award by CJCC.

Initials \_\_\_\_\_



## 13. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (by the subgrantee at any tier) is to benefit a set of individuals under 18 years of age.

The subgrantee must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Initials \_\_\_\_\_

14. The subgrantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages, and costs of attendance at such events. Information on pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (Section 3.10 of "Postaward Requirements" in the 2015 DOJ Grants Financial Guide).

Initials \_\_\_\_\_

15. The subgrantee must collect, maintain, and provide to CJCC, data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by CJCC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Initials \_\_\_\_\_

16. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>.

Initials \_\_\_\_\_

17. The subgrantee understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the subgrantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Initials \_\_\_\_\_

18. The subgrantee agrees to comply with any additional requirements that may be imposed by CJCC during the during the period of performance for this award, if the subgrantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

Initials \_\_\_\_\_

19. The subgrantee agrees to comply with all applicable requirement of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Initials \_\_\_\_\_

20. The subgrantee agrees to comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Initials \_\_\_\_\_

21. The subgrantee agrees to comply with the 28 C.F.R. part 38 which prohibits subgrantees from using federal grant funding for inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, the activities must be held separately from the grant-funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation makes clear that organizations receiving federal grant funding are not permitted to discriminate when providing services on the basis of a beneficiary's religion. For more information on the regulation, please see e-CFR website at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

Initials \_\_\_\_\_

22. The subgrantee understands that as a matter of federal law, funds awarded by OJP may not be used by the subgrantee, either directly or indirectly, to support or oppose enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government (exceptions exist if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law)

Subgrantee understands that federal funds awarded by OJP cannot be used to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, or subcontract or loan, or with respect to actions such as renewing, extending, or modifying any such award (exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations).

If questions should arise as to whether a particular use of federal funds by the subgrantee would or might fall within the scope of these prohibitions, the subgrantee is to contact CJCC for guidance and may not proceed without the express prior written approval of OJP. If any changes occur in the subgrantee's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted.

Initials \_\_\_\_\_

23. The subgrantee agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statuses. Pertinent restriction, including from various "general provisions" in the Consolidate Appropriations Act, 2019, can be found at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>.

Should question arise as to whether a particular use of federal funds by the subgrantee would or might fall within the scope of an appropriations-law restriction, the subgrantee is to contact CJCC for guidance, and may not proceed without the express prior written approval of OJP.

Initials \_\_\_\_\_

24. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct



The subgrantee agrees to promptly refer to the DOJ OIG any credible evidence that an employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 grant funds.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
1425 New York Avenue, N.W. Suite 7100  
Washington, DC 20530

online: <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online")

fax: (202) 616-9881

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>

Initials \_\_\_\_\_

25. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to and investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The forgoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subgrantee –

- a. represents that it neither required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making the award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subgrantee does or is authorized to make subawards or contracts under this award –

a. it represents that –

- (1) it has determined that no other entity that the subgrantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or

statements from employees or contractors that currently prohibit the otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Initials \_\_\_\_\_

26. The subgrantee agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subgrantee agrees to inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact CJCC for guidance.

Initials \_\_\_\_\_

27. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Reg. 51225 (October 1, 2009), the Department of Justice and the CJCC encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Initials \_\_\_\_\_

28. The subgrantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the subgrantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC's grant monitoring activities may result in sanctions affecting the subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions, designation of the subgrantee as a DOJ protection of Grantee, or termination of an award(s).

Initials \_\_\_\_\_

29. If the subgrantee is designated as "high risk" by a federal grant making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CJCC by email. The disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



Initials \_\_\_\_\_

30. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring: The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Initials \_\_\_\_\_

## 31. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

## 1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring: The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction: The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Initials \_\_\_\_\_

## 32. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

## 1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government contracted) correctional facility receives from DHS a formal written request



pursuant to the INA that seeks such advance notice.

2. Monitoring: The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Initials \_\_\_\_\_

33. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs

underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring: The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction: The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

Initials \_\_\_\_\_

34. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction



## A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(4) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(5) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(6) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(7) "Immigration status" means what it means under 8 U.S.C. 1373; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(8) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

Initials \_\_\_\_\_

## 35. Requirement to collect certain information from subgrantees

All subgrantees must provide responses to the questions identified as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All responses must be submitted prior to the activation of the subgrant award.

Initials \_\_\_\_\_

## 36. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subgrantee must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the subgrantee may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Initials \_\_\_\_\_

## 37. The subgrantee agrees to comply with all requirements of 28 CFR Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Initials \_\_\_\_\_

## 38. The subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. 3789(g) and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Initials \_\_\_\_\_

## 39. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information is incorrect or has changed, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials \_\_\_\_\_

## 40. The subgrantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request. The subgrantee may also be required to participate in strategic planning meetings and CJCC sponsored trainings.

Initials \_\_\_\_\_

## 41. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-HO-BX-0001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Initials \_\_\_\_\_



42. The subgrantee agrees that a detailed justification for consultant/contractor fees in excess of \$650.00 per eight hour day (\$81.25 per hour) must be submitted to and approved by the Office of Justice Program office and the CJCC Council prior to obligation or expenditure of such funds.

Initials \_\_\_\_\_

43. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) and related statutes

Upon request, subgrantee must assist BJA in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the subgrantee agrees to contact CJCC.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subgrantee or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

(1) New construction.

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.

(3) A renovation which will change the basic prior use of a facility or significantly change its size.

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.

(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations.

Initials \_\_\_\_\_

44. The subgrantee agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities, initiated and/or conducted by the CJCC during and subsequent to the award period.

Initials \_\_\_\_\_

45. The subgrantee agrees to track, account for, and report on all funds from this award separately from all other funds, including Department of Justice funds from awards for the same or similar purposes or programs. Accordingly, the accounting systems of the subgrantee must ensure that funds from this award are not comingled with funds from any other source. The subgrantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

Initials \_\_\_\_\_

46. All subgrantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials \_\_\_\_\_

47. This award is contingent upon the successful submission of all required CJCC application documents, as well as the timely resolution of outstanding compliance issues. The subgrantee agrees to maintain programmatic and fiscal compliance during the application process and throughout the life of the grant award. If the application submitted for this grant award was deemed incomplete due to missing documents, the subgrantee agrees to provide the necessary documentation to complete the award packet within the time frame designated by CJCC. In addition, if, during a monitoring activity (e.g., site visit, desk review, technical assistance visit), findings are identified, the subgrantee agrees to take the necessary steps to address the findings within the time frame designated by CJCC.

If the subgrantee does not adequately resolve findings resulting from a monitoring activity or provide requested documents within the time frame designated by CJCC, the subgrantee will be deemed non-compliant and placed on a 90-day probationary period. If the required actions have not been resolved by the end of the 90-day probationary period (e.g., the requested documents have not been submitted and/or compliance issues remain outstanding/unresolved), the subgrantee understands that the awarded amount will be rescinded.

Initials \_\_\_\_\_

48. All project costs not exclusively related to the approved project must be prorated, and only the costs of project-related activities will be reimbursable under the subgrant award.

Initials \_\_\_\_\_

49. Employment eligibility verification for hiring under the award

1. The subgrantee must-

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subgrantee properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the subgrantee who are or will be involved in activities under this award of both-

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.



C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring: The recipient's monitoring responsibilities include monitoring of subgrantee compliance with this condition.

3. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

(1) For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subgrantee officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

(1) For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subgrantee may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subgrantee uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subgrantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subgrantee at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email EVerify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Initials \_\_\_\_\_

50. The subgrantee certifies that federal funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Federal 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-federal resources occurred for reasons other than the receipt or anticipated receipt of federal funds.

Initials \_\_\_\_\_

51. The subgrantee agrees to cooperate with any assessments, national evaluations efforts, or information on data collection requests, including, but not limited to, the provision of any information for the assessment or evaluation of any activities within this project.

Initials \_\_\_\_\_

52. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the CJCC. All project costs and project activities must coincide with the approved budget, scope of work, and implementation/action plan unless subsequent revisions are approved by the CJCC.

Initials \_\_\_\_\_

53. The subgrantee must submit subsequent requests to revise the budget, project summary, and project plan prior to implementing any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials \_\_\_\_\_

54. The subgrantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the subgrantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials \_\_\_\_\_

55. To assist in information sharing, the subgrantee shall provide the CJCC with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this award. Submission of such materials prior to or simultaneous with their public release aids the CJCC in responding to any inquiries that may arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the subgrantee's or government's expenses, shall contain the following statement: This project was supported by [Award No. ], awarded by the Bureau of Justice Assistance, Office of Justice Program, U.S. Department of Justice and the CJCC. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice or the CJCC.

Initials \_\_\_\_\_

56. The subgrantee agrees to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

In addition, subgrantees that provide hotline services will provide documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees that provide



hotline services will ensure that its TTY machine is operational at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Initials \_\_\_\_\_

57. If any changes occur in the subgrantee's eligibility status regarding debarment, a revised Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form must be submitted to the CICC.

Initials \_\_\_\_\_

58. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials \_\_\_\_\_

59. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against the subgrantee after a due process hearing on the ground of race, color, religion, national origin, or sex, the subgrantee must submit a copy of the finding to CICC.

Initials \_\_\_\_\_

60. Subgrantees will be reimbursed for lodging up to the federal per diem rates, even for in-state travel. Subgrantees should check the U.S. General Administration Services website ([www.gsa.gov](http://www.gsa.gov)) to determine the eligible per diem rate prior to making travel arrangements. For in-state travel, lodging will only be reimbursed if 1) the destination of the eligible event is 50 miles or more from the participant's place of residence and necessitates overnight travel, and 2) the participant is attending a programmatic event that directly aligns with the purpose of this award.

Grant funded events that include 30 or more participants (both Federal and non-Federal) must ensure that lodging costs for any number of attendees do not exceed the prevailing Federal per diem rate for lodging. If the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event are allowable costs to the award. As a result, as the recipient, you would be required to pay for all lodging costs for the event with non-award funds, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is \$78 per night, and the event lodging rate is \$100 per night, you would be required to pay the full \$100 per night, not just the difference of \$22 per night.

Initials \_\_\_\_\_

61. Subgrantees agree to provide the Council with a copy of all contracts executed under this grant award.

Initials \_\_\_\_\_

62. Subgrantee agrees to actively avoid the duplication of existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing proposed IT system.

Initials \_\_\_\_\_

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 CJCC.

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Authorized Official Signature

Date

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Print Authorized Official Name

Title





BY THE CHAIRMAN OF WALKER COUNTY, GEORGIA

## A PROCLAMATION

### SEXUAL ASSAULT AWARENESS MONTH

- WHEREAS: Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Walker County; and
- WHEREAS: Rape, sexual assault and sexual harassment impact our community as seen by statistics indicating that one in five women will have experienced sexual assault by the time they complete college (Fisher, Cullen, & Turner, 2000); and
- WHEREAS: We must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and
- WHEREAS: Staff and volunteers of anti-violence programs in Walker County encourage every person to speak out when witnessing acts of violence, however small; and
- WHEREAS: With leadership, dedication and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Walker County through prevention education, increased awareness and holding those who commit acts of violence responsible for their actions.
- THEREFORE: I, Shannon K. Whitfield, Chairman of the Walker County Board of Commissioners, do hereby proclaim April as *Sexual Assault Awareness Month* in Walker County and ask every citizen to join anti-sexual violence advocates and support service programs in being part of the solution to end sexual violence.

Signed and sealed this 11<sup>th</sup> day of March in the year 2021.

\_\_\_\_\_  
Chairman Shannon K. Whitfield  
Walker County, Georgia

ATTEST:

\_\_\_\_\_  
Rebecca Wooden  
Walker County Clerk





# Walker County Departmental Statistics - February 2021



| Department                          | Monthly Totals |      |          |      |  | YTD Totals |      | YTD Totals |      | Yearly Totals |      | Yearly Totals |      | Yearly Totals |      | Yearly Totals |       |
|-------------------------------------|----------------|------|----------|------|--|------------|------|------------|------|---------------|------|---------------|------|---------------|------|---------------|-------|
| Animal Shelter                      | January        |      | February |      |  | 2021       |      | 2020       |      | 2019          |      | 2018          |      | 2017          |      | 2016          |       |
|                                     | Dogs           | Cats | Dogs     | Cats |  | Dogs       | Cats | Dogs       | Cats | Dogs          | Cats | Dogs          | Cats | Dogs          | Cats | Dogs          | Cats  |
| Intake                              | 85             | 33   | 113      | 48   |  | 198        | 81   | 1,093      | 516  | 1,094         | 295  | 1,176         | 25   | 1,628         | 979  | 1,301         | 1,004 |
| Outake (Adopted, Rescued, Returned) | 94             | 46   | 103      | 49   |  | 197        | 95   | 1,091      | 474  | 1,099         | 279  | 1,012         | 47   | 1,134         | 444  | 817           | 195   |
| Adopted                             | 0              | 2    | 0        | 4    |  | 0          | 6    | 33         | 65   | 208           | 152  | 138           | 34   | 217           | 147  | 304           | 94    |
| Rescued                             | 82             | 44   | 82       | 44   |  | 164        | 88   | 919        | 397  | 766           | 119  | 749           | 13   | 686           | 295  | 513           | 101   |
| Returned to Owner                   | 12             | 0    | 21       | 1    |  | 33         | 1    | 119        | 6    | 112           | 3    | 125           | 0    | 231           | 2    | n/a           | n/a   |
| Euthanized                          | 0              | 0    | 0        | 0    |  | 0          | 0    | 20         | 6    | 31            | 7    | 56            | 2    | 336           | 396  | 436           | 630   |

| Codes Enforcement | January | February |  | 2021  | 2020  | 2019  | 2018  | 2017  | 2016    |
|-------------------|---------|----------|--|-------|-------|-------|-------|-------|---------|
| In Compliance     | 2,233   | 2,625    |  | 4,858 | 6,672 | 9,309 | 5,124 | 4,745 | no data |
| Violations        | 59      | 68       |  | 127   | 343   | 435   | 857   | 1,469 | 221     |
| Closed Cases      | 13      | 12       |  | 25    | 161   | 58    | 339   | 480   | no data |

| Fire Department                  | January | February |  | 2021 | 2020  | 2019  | 2018  | 2017  | 2016    |
|----------------------------------|---------|----------|--|------|-------|-------|-------|-------|---------|
| Calls for Service                | 268     | 218      |  | 486  | 3,478 | 6,091 | 5,670 | 4,441 | 3,492   |
| Units Handling Calls for Service | 451     | 370      |  | 821  | 5,705 | 8,815 | 6,359 | 4,742 | no data |
| Smoke Alarms Installed           | 31      | 21       |  | 52   | 322   | 781   | 228   | 21    | no data |

| Litter                | January | February |  | 2021   | 2020    | 2019    | 2018    | 2017    | 2016    |
|-----------------------|---------|----------|--|--------|---------|---------|---------|---------|---------|
| Roadside Trash Pounds | 16,160  | 14,100   |  | 30,260 | 143,800 | 143,330 | 122,912 | 123,020 | no data |

| Mountain Cove Farms | January | February |  | 2021 | 2020 | 2019  | 2018 | 2017 | 2016 |
|---------------------|---------|----------|--|------|------|-------|------|------|------|
| Total Nights Booked | 44      | 54       |  | 98   | 840  | 1,102 | 908  | 525  | 162  |

| Planning                            | January | February |  | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 |
|-------------------------------------|---------|----------|--|------|------|------|------|------|------|
| Single Family New Home Construction | 15      | 9        |  | 24   | 150  | 128  | 124  | 135  | 123  |

| Public Relations                 | January | February |  | 2021    | 2020    | 2019    | 2018    | 2017    | 2016    |
|----------------------------------|---------|----------|--|---------|---------|---------|---------|---------|---------|
| Media Impressions (stories)      | 50      | 38       |  | 88      | 460     | 451     | 509     | 603     | no data |
| Facebook Followers Added         | 222     | 87       |  | 309     | 2,768   | 1,880   | 2,182   | 4,615   | no data |
| Facebook Posts                   | 57      | 57       |  | 114     | 888     | 602     | 487     | 594     | no data |
| WalkerCountyGA.gov visitor views | 65,936  | 46,726   |  | 112,662 | 668,051 | 357,989 | 316,285 | 399,087 | 173,745 |
| Newsletter Subscribers Added     | 166     | 445      |  | 611     | 1,104   | 971     | 925     | 1,184   | no data |

| Public Works      | January | February |  | 2021 | 2020  | 2019  | 2018  | 2017    | 2016    |
|-------------------|---------|----------|--|------|-------|-------|-------|---------|---------|
| Patching/Potholes | 48      | 193      |  | 241  | 5,785 | 6,148 | 4,798 | no data | no data |

| Walker Transit | January | February |  | 2021  | 2020   | 2019   | 2018   | 2017   | 2016    |
|----------------|---------|----------|--|-------|--------|--------|--------|--------|---------|
| Total Trips    | 1,150   | 1,080    |  | 2,230 | 17,436 | 26,535 | 21,551 | 24,938 | no data |

\*some operations impacted by COVID-19 in 2020