

AGENDA

REGULAR SCHEDULE MEETING OF THE GOVERNING AUTHORITY OF WALKER COUNTY, GEORGIA

Office of the Walker County Commissioner
Courthouse Annex 1, 101 South Duke Street
LaFayette, Georgia 30728

- Date: Thursday, April 27, 2017
- Time: 6:30 P.M
- Invocation: Commissioner Whitfield
- Call to Order: Commissioner Whitfield will call the meeting to order
- Pledge: United States Flag
- Pledge: Georgia Flag
- Minutes: Approval of the minutes from the Commissioner's Meeting on Thursday, April 6, 2017
- New Business: Signing of the agreement for the ACH Origination between the Walker County Commissioner and The Bank of Lafayette for processing of direct deposits for all Walker County Government Employees
- Signing of the State of Georgia - Criminal Justice Coordinating Council Juvenile Justice Incentive Grant Program
- Adjournment: The Regular Schedule Meeting will be adjourned.
- Open Discussion: The business on the Agenda being completed, Commissioner Whitfield will open the floor for general discussion.

Walker County Governmental Authority
Office of the Commissioner

101 South Duke Street, P.O. Box 445

LaFayette, Georgia 30728

706-638-1437

Minutes of Called Meeting

April 6, 2017

I. Call to order

Commissioner Shannon Whitfield called to order the regular meeting of the Walker County Commissioner's Office at 6:30 on April 6, 2017 at 101 South Duke Street, LaFayette GA 30728.

II. Attendees

The following persons were present: Sole Commissioner Shannon Whitfield, Human Resources Director Sharleen Robinson, Walker County Accountant Gregg McConnell, County Clerk Rebecca Wooden, Public Relations Director Joe Legge, Landfill Manager Paine Giley, Codes Enforcement David Brown, Animal Shelter Director Alison Smith

III. Invocation was given by Commissioner Shannon Whitfield

IV. Pledge to the American Flag

V. Pledge to the Georgia Flag

VI. Approval of minutes from last meeting

The minutes were approved

VII. New Business

- a) Ordinance for speed limit change from the Georgia Department of Transportation lowering the speed limit at Saddle Ridge Elementary and Middle School from 55 MPH to 45 MPH and also increasing the speed limit on Round Pound Road from Ringgold Road to Lake Howard Road from 35 MPH to 45 MPH, See Exhibit A. There have been several accidents in front of Saddle Ridge Elementary. The documentation came back lowering the

speed limit 30 minutes prior to beginning of school to 30 minutes after both in the AM and the PM. Also increasing the speed limit on Round Pound Road from Ringgold Road to Lake Howard Road. The speed limit had previously been 45 MPH and lowered to 35 MPH after a study that was completed by the State of Georgia. Since then numerous citizens have inquired about having the speed limit being raised back to 45 MPH. Approval from the State was on the letter dated March 20, 2017 for approval.

- b) Proclamation presented declaring April 2017 Alcohol Awareness Month in Walker County, see Exhibit B. Project Coordinator Candy Hullender and Director Kay Brite of CaP Initiative were present to discuss their affiliation with Alcohol Awareness and the local counties. See Exhibit B
- c) Removing of the current Administrator BeBe Heiskell of the Standard, Walker County 401(a) plan and removing of the signing authorities, Briggett Garrett of the Standard Walker County Employees 401 (a) Plan and replacing with Sole Commissioner Shannon Whitfield, County Clerk Rebecca Wooden and Human Resources Director Sharleen Robinson. See Exhibit C, Exhibit D and Exhibit E

Resolution of surplus, unusable equipment from Walker County Sheriff's Office and declaring 8 Samsung Galaxy Cell Phones unserviceable as provided by law and allow it to be disposed of according to law.

VIII. Adjournment

Commissioner Shannon Whitfield adjourned the meeting at 6:46 PM.

Minutes approved by:

Shannon Whitfield

Date

Sole Commissioner

Walker County Georgia

Minutes prepared by: Walker County Clerk, Rebecca Wooden

To: The Bank of LaFayette

From: Walker County Georgia Commissioner's Office

Date: April 27, 2017

RE: Company Agreement for ACH Origination

Please be advised that effective January 1, 2017, I was elected as Sole Commissioner of Walker County, Georgia. As such I have full authority to sign and to delegate additional County Officials to sign all necessary The Bank of LaFayette documents regarding this agreement.

Shannon Whitfield
Sole Commissioner

Date

Company Agreement for ACH Origination

THIS AGREEMENT is made on March 21, 2017 between Walker County Commissioner ("Company"), and, The Bank of LaFayette ("Financial Institution").

Company wishes to initiate Debit/Credit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such entries.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution prepares Entries.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Operating Rules

(a) The Company will comply with the Operating Rules of the National Automated Clearing House Association ("NACHA"), in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the "Rules"). The duties of the Company set forth in the following paragraphs of this Agreement in no way limit the requirements of complying with the Rules.

(b) The Company is subject to applicable U.S. law when initiating ACH transactions. This includes, among other things, that the Company is not violating the Office of Foreign Assets Control (OFAC) enforced sanctions, and is not acting on behalf of, or transmitting funds to or from any party subject to such sanctions. The Company will be held to an obligation to originate only lawful ACH entries, and is strongly encouraged to obtain Specially Designated National (SDN) and other compliance information directly from the OFAC at (800) 540-OFAC or at <http://www.treas.gov/ofac/>.

2. **Customer Authorization and Records Retention.** Before the initiation by Company of the first Credit or Debit Entry to a customer's account, the Company will obtain from each of its customers an authorization to make one or more Entries to the customer's account. Sample forms are available in the *ACH Rules* or from "Processor" upon request. In the case of Debit Entries, the Company shall provide the customer with a copy of such authorization. Such authorization shall comply with the Rules. Each Entry thereafter will be made pursuant to such authorization. Company will initiate no Entry after such authorization has been revoked or the arrangement between Company and such customer has terminated. The Company will retain the original or a copy of each notice and other document required to be given to the customer under the Rules for a period of not less than two (2) years, except that it will retain the original or a copy of each authorization for six (6) years after termination or revocation of such authorization and will, upon request of Financial Institution, furnish such original or copy to Financial Institution for any purpose authorized by the Rules.

3. **Prenotification and Rejection of Prenotification.** The Company will send prenotification that it intends to initiate an Entry or Entries to a customer's account within the time limits prescribed by the Rules. Such prenotification shall be provided to the Financial Institution in the format and on the medium prescribed by the Rules or specified by the Financial Institution in Exhibit B, which Exhibit by this reference is incorporated herein. If the Company has received notice that such prenotification has been rejected within the prescribed period by a Receiving Depository Financial Institution as defined by the Rules ("Receiving DFI"), the Company will not initiate any corresponding Entry to such customer's account until the cause for rejection has been corrected and another prenotification has been submitted and accepted within the time limits prescribed by the Rules. Failure to prenote may result in delayed settlement on the first live file.

4. **Delivery of Entry Information.** The Company will deliver each Entry or file of Entries to the Financial Institution at the address designated by the parties in the attached Company Specification Sheet, incorporated herein as Exhibit C, no later than the schedule set forth by the parties in the attached Time Specifications for File Delivery as Exhibit D. All Entry information so delivered shall be in the medium required by the Financial Institution and the format required by the Rules.

5. Submission and Processing of Entries.

(a) Company will, on forms provided by Financial Institution, as more fully set forth in Exhibit E, attached here to and incorporated herein, supply signatures of representatives authorized to act on behalf of Company or matters relative to Entries and requests submitted by Company.

(b) Entries will be made only to accounts held at other Participating Depository Financial institutions ('Participating DEF') as defined by the Rules.

(c) Company in Accordance with this Agreement shall initiate all Entries and in accordance with the Rules, including the section of the Rules entitled "Rights and Obligations of Companies."

(d) All entries shall be received, processed and transmitted by Financial Institution pursuant to the Rules. Financial Institution's obligation thereunder in connection with the making of Entries shall be those of an Originating Depository Financial Institution under the Rules, unless otherwise specified and provided herein

(e) The following SEC (Standard Entry Class) code will be used: PPD (Prearranged Payment and Deposit).

6. Effective Entry Date for Entries.

(a) The settlement date with respect to an Entry shall mean the business date upon which the Entry is to be debited or credited to the account of the receiver (the employee, vendor, customer, or etc.). The effective entry date may be converted to a settlement date following the effective entry date if the effective entry date falls on a Saturday, Sunday, or Holiday in which the ACH Operator is closed.

(b) Important Change to Your ACH Services Contractual Agreement

Effective September 23, 2016, The Bank of LaFayette is amending its ACH Contractual Services Agreement ("Agreement") to implement the Same Day ACH Rules that become effective on that same date. Paragraph 15 of the Agreement is revised to add to the end of that paragraph the following language:

"if a Transaction request qualifies for Same Day ACH processing in accordance with NACHA Operating Rules and is received by Bank prior to established deadlines, and the Transaction request specifies an effective entry date that is on or before the current banking date, the Transaction will be processed as a same day transaction and subject to additional fees and charges."

The current charge for Same Day ACH origination is \$2.00 per origination item in the origination file.

All other terms and conditions of your Agreement remain the same.

7. Settlement by Company for Entries. Company will maintain a checking account (Settlement Account) at Financial Institution with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. Financial Institution will either charge or credit Company's Settlement Account to offset any Credit or Debit Entry initiated by Company on a predetermined date, as that date is determined pursuant to paragraph 6 of this Agreement. Company will reimburse with good and collected funds in the amount required by Financial Institution if, after settlement has been made by Financial Institution, any Debit Entry is rejected or if any adjustment memorandum that relates to any such Debit Entry is received by Financial Institution. Such reimbursement will be made on the date of such rejection or Financial Institution receives memorandum.

8. Erroneous Entry by Company. If the Company discovers that any Entry it has initiated was in error, it may notify the Financial Institution of such error and the Financial Institution will utilize its best efforts on behalf of Company, consistent with the Rules to correct the Entry. In all such cases, it shall be the responsibility of the Company to notify its affected customers that an Entry has been made which is at variance with the customer's authorization or is otherwise erroneous. Notification of erroneous entries must comply with the security procedures and be authorized by individuals named in Exhibit E.

9. Rejected or Returned Entry. In the event any Entries are rejected or returned by the ACH Operator or Financial Institution for any reason whatsoever, it shall be the responsibility of the Company to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Rules, provided, however, the Financial Institution shall remake such Entries in any case where rejection by the ACH was due to mishandling of such Entries by the Financial Institution and sufficient data is available to the Financial Institution to permit it to remake such Entries. The Company shall retain and provide the Financial Institution on request all information necessary to remake any files of Entries for Three (3) days after midnight to the day Entries are made to the customers account. In any other instance, Financial Institution's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to the Company.

Financial Institution retains the right to reject any Entry if Company has failed to comply with its payment obligations under section 7. Financial Institution shall attempt to notify Company by phone, fax or e-mail of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to

the ACH Operator. Financial Institution shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

10. Representations, Warranties, and Indemnification. With respect to each and every Entry initiated by Company, the Company represents and warrants, and will be deemed to have made the same at the time each Entry is initiated by Company, that (a) the Company has complied with all the things with respect to each Entry required by this Agreement and the Rules, (b) no warranties of an Originating Company and Originating Depository Financial Institution shall have been or shall later be breached, and (c) each Entry shall in no way violate any Federal, State or local statute of regulation pertaining to electronic fund transfers, including the Electronic Fund Transfer Act and Regulation E, and all such other laws and regulations. The Bank of LaFayette reserves the right to audit the Originator.

In the event of any breach of any of the warranties stated above or otherwise contained in this Agreement, the Company will indemnify and defend Financial Institution and hold it harmless at Company's cost and expense from and against any and all losses, claims, demands, damages, actions, including reasonable attorney's fees, expenses and costs, except for losses solely attributable to the Financial Institution's own fraudulent act or willful misconduct.

11. Financial Institution's Responsibilities. In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible for its own fraudulent act or willful misconduct, but Financial Institution shall not otherwise be responsible for any action taken, allowed or omitted by or under this Agreement for anything arising therefrom, or for any liability, loss, claim or damage arising from an act of God, from delay occasioned in transit of data or processed work or from other cause of event beyond the control of Financial Institution.

Financial Institution does not make any representations or warranties with respect to the legal effect or sufficiency, under any Federal, State or Local statute or regulation or other law, of any forms, documents or other matters provided by Financial Institution from time to time in connection with this Agreement, and disclaims any expressed or implied warranties in connection therewith, including any warranties or fitness for a particular purpose or use and any warranties of merchantability.

12. Security Procedures. The Company is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. The Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Company. If the Company believes or suspects that any such information has been accessed by an unauthorized individual, the Company will verbally notify The Bank of LaFayette immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by The Bank of LaFayette prior to the notification and within a reasonable time period to prevent unauthorized transfers.

The Company is responsible for ensuring that there are adequate software and hardware security measures in place on Company's computers, flash drives, e-mails, etc. to prevent initiation of fraudulent payments. Such security measures include but are not limited to anti-virus, spyware, malware, key logger detection software, firewalls, and any other "crimeware" protection programs. The Bank of LaFayette is not responsible for any fraudulent activity due to negligence of Company regarding Company storage of files or transmission of ACH files from Company to The Bank of LaFayette.

13. Customer's Right to Refund for Debit Entries. Company acknowledges the right of a customer to obtain a refund of the funds debited from customer's account by such customer's sending of a notice to the Receiving Processor within sixty (60) days after customer's monthly statement is made available to customer, identifying the Entry, stating it was an error, and demanding that the amount of the Debit Entry be credited back to customer's account. Company agrees to promptly reimburse Financial Institution for all funds Company has received when customer follows the procedures described in this paragraph 12.

14. Tapes and Records. All magnetic tapes and related records used by Financial Institution in rendering services thereunder shall be and remain its property. Upon termination of this Agreement, Financial Institution will at Company's request make available information contained in such tapes or records then on hand. Any expenses incurred by Financial Institution in doing so will be paid by the Company.

15. Fees. The Financial Institution currently does not charge a fee for services rendered to the Company under this agreement however, the Financial Institution reserves the right to charge fees in the future if such fees are deemed necessary. Financial Institution will provide thirty (30) days written notice to Company if Financial Institution changes fees.

16. **Termination.** This Agreement may be terminated on thirty (30) days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any Entries initiated by the Company prior to such termination followed by a ninety (90) day period to clear all returns against a reserve account if applicable. Financial Institution reserves the right to terminate this contract immediately for reasons including without limitation, Company's failure to pay or settle Entries, Company's failure to pay service fees, or Company's noncompliance to Rules or security procedures. If Company terminates the agreement without the required notice, company authorizes Financial Institution to debit Company's account for an amount equal to the Company's average monthly billing.

17. **Non-Assignment.** Company may not assign this Agreement or any of the rights or duties hereunder to any person, company or corporation without Financial Institution's written consent. The Company must provide written notification of pending acquisition or assignment sixty (60) days prior to the closing, for acceptance by the Financial Institution. Financial Institution's written consent will include a contract(s) binding the acquiring person to the terms described within this Agreement.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements, oral or written, and may be modified or amended only by instrument in writing signed by both parties.

19. **Debit Authorization.** The company authorizes the Financial Institution to directly charge the Company's Settlement Account for fees pursuant to paragraph 14, to Schedule A, to charge the Company's Settlement account to settle credit entries initiated pursuant to paragraph 7, and offset any debit entries initiated which are rejected or returned by the ACH pursuant to paragraph 9 and 12. The Company authorizes the Financial Institution to credit the Company's Settlement account to settle debit entries initiated pursuant to paragraph 7.

20. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed at on the day and year first written above.

Company Authorized Signature

Title & Date

Yvonda Giddell

The Bank of LaFayette
Authorized Signature

Data Processing Officer 3/2/11/7
Title & Date

Exhibit A
Rules and Regulations

Manual. The Financial Institution shall provide to the Company, at Company's request, one Current copy of the *ACH Rules* (A Complete Guide to Rules & Regulations Governing the ACH Network), as published by the National Automated Clearing House Association (NACHA). Financial Institution may charge Company the Financial Institution's cost of the manual. These rules are to apply to all entries transacted by and for the Company. Subsequent annual copies of the *ACH Rules* will be made available by the Processor upon request for a nominal fee.

Exhibit B
ACH File Transmission

1. **File Specifications.** Company shall deliver an ACH file in the NACHA Standard format as specified in the NACHA manual *ACH Rules*. Said format may be derived from existing software or obtained directly from the Service Provider.
2. **Delivery of File to Processor.** Company agrees to deliver to Financial Institution an ACH file in the format specified herein section 1 of Exhibit B. Company must deliver said file in a manner specified by Financial Institution. Financial institution approved delivery methods are as follows:

- a. **Secure website transmission to Processor.** A unique user code and password will be issued to the Company along with the web address of the Secure Login page.

-or-

USB Flash Drive device. The device will be provided by the Company. Devices will be returned to the Company after processing.

- b. The Company will provide, by fax to the processor, authenticating data. This authenticating data will include, but is not limited to, file effective entry date, total debit entries, total credit entries, and an Authorizing signature by a Company official as defined in Exhibit E. Said company official may be contacted by Financial Institution to ascertain file validity before file is accepted for processing. Financial Institution assumes no responsibility for file rejection due to its inability to confirm file validity. Fax authenticating data to the attention of Trena Cordell at (706) 639-3393.

The Financial Institution and Company agree to deliver ACH file in the manner specified here, Secure website transmission or USB Flash Drive device. The parties have caused this exhibit to be duly executed on the day and year first written above.

Exhibit C
Address Specifications

This AGREEMENT is made this March 21st, 2017, between The Bank of LaFayette, a Georgia Corporation with its principal place of business at, 101 W. Patton St., LaFayette, Georgia 30728, hereinafter referred to as "Financial Institution" and Division One Security Solutions Inc. a Georgia corporation/company W.C. Commercial Georgia (Company Name) (State of Incorporation) with its principal place of business at 101 S. Duke St., LaFayette, GA 30728 hereinafter referred to as "Company". (Address)

Exhibit D

Time Specifications for File Delivery

Company shall present to the Financial Institution an ACH file in the time specifications noted below:

Credit Transactions are to be delivered on or before two business days prior to the effective entry date of the transactions contained within the file.

Debit Transactions are to be delivered on or before one business day prior to the effective entry date of the transactions within the file.

All files must be delivered to Financial Institution by **10:00 am Eastern Time** on the business day as stated above for the type of transaction. USB devices are to be delivered to the Operations Center of The Bank of LaFayette, 101 W. Patton St., LaFayette, Georgia 30728, to the attention of Trenda Cordell.

Name (please print) of Company Authorized Signer

Signed

Trenda Cordell

Name (please print) of Financial Institution
Authorized Signer

Trenda Cordell
Signed

Exhibit E Authorizing Signatures

The personnel listed below are duly authorized to create and transmit or deliver files:

<u>Aida Balthazor</u> Authorized person (please print)	<u>Aida Balthazor</u> Authorized signature	<u>706-638-1437</u> Company Telephone #
<u>Sharleen G. Robinson</u> Authorized person (please print)	<u>Sharleen G. Robinson</u> Authorized signature	<u>706-638-1437</u> Company Telephone #
_____ Authorized person (please print)	_____ Authorized signature	_____ Company Telephone #
_____ Authorized person (please print)	_____ Authorized signature	_____ Company Telephone #
_____ Authorized person (please print)	_____ Authorized signature	_____ Company Telephone #
_____ Authorized person (please print)	_____ Authorized signature	_____ Company Telephone #

The personnel listed above with signatures are duly authorized to create and/or sign file verifications. It is understood that files received by the Financial Institution with authorizing signatures are considered valid by the Financial Institution and will be processed accordingly. The Financial Institution accepts no responsibility for files created by terminated employees, or personnel whose authorization has been revoked by company unless company provides in writing a list of personnel revisions at least ten business days prior to revocation.

Exhibit F
Escrow/Reserve Account

Company must maintain a \$5,000 reserve balance to be held by the Financial Institution for the term of the contract and a period of up to 90 days after termination of contract.

Company authorizes the Financial Institution to debit the reserve account for returns and rejected items that the Financial Institution is unable to clear against the settlement account. The Financial Institution retains the right to adjust the reserve account if volumes or returns increase significantly provided notification is made to the Company 10 days prior to the effective date of the adjustment entry.

Payroll Settlement Account
For Credit ACH Origination

Company account must have sufficient collected funds available for settlement on the effective entry date of the Credit Origination file.

IMMIGRATION AND SECURITY FORM
Applies to All Applicants

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

☒ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.visdhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Authorizing Official:

Signature Date
Applicant Agency Executive Officer

Firm Name:
Street/Mailing Address: 101 S. Duke St.
City, State, Zip Code: LaFayette, GA 30728
Telephone Number: (706) 638-1437
Email Address: Commissioner@walkerga.us

OTHER CERTIFICATIONS
Applies to All Applicants

Regulations adopted by the Criminal Justice Coordinating Council require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

1. Any person associated with the program that has reasonable cause to believe that a child has been or is being abused, shall be required to report or cause report to be made with regard to the abuse as provided in O.C.G.A. 19-7-5.
2. Background investigations (Georgia Crime Information Center) are required on all persons with direct contact with children and youth. It is left to the discretion of the SOC governance partners to determine the methodology for completing these investigations.
3. Establish/enforce an Internet Security Policy when minor participants and/or staff have online access (supervised or unsupervised). This includes any technology provided by GOCF funding and technology used by participants during a GOCF-funded program.
4. The grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owed or leased or contracted for by the grantee and used routinely or regularly for the provision of healthy care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the grantee.

Authorizing Official:

Signature
Applicant Agency Executive Officer

Date

ASSURANCES (Applies to All Applicants)

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, . approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Authorizing Official:

Signature
Applicant Agency Executive Officer

Date



**U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Walker County GA P.O. Box 445 Lafayette, GA 30728

2. Application Number and/or Project Name

Connections NW

3. Grantee IRS/Vendor Number

58-6000901

4. Typed Name and Title of Authorized Representative

SHANNON WHITFIELD, SOLE COMMISSIONER

5. Signature 6. Date

SERVICE DELIVERY STRATEGY ACT COMPLIANCE CERTIFICATION
Applies to Local Government Entities Only

CERTIFICATION:

I, (County Commission Chair) Shannon Whitfield, certify that (County Name) Walker
County is in compliance with the Service Delivery Strategy Act (House Bill 489). I also understand that if my county is
not in compliance, the county and city governments contained herein are not eligible to receive state administered
financial assistance, grants, loans, or permits.

Authorizing Official:

Signature	Date
County Commission Chairperson	

Attachment A-1

State of Georgia – Criminal Justice Coordinating Council
Juvenile Justice Incentive Grant Program

Application Form Page 3bAm

SECTION 1: APPLICANT AGENCY (for contracting purposes)

Applicant Agency (Legal Name): Walker County Government
Legal Mailing Address: 101 S. Duke Street (P.O. Box 445)
City: Lafayette County: Walker State: GA Zip: 30728
Federal Employer I.D. #: 58-6000901 DUNS #: 010126969 Congressional District #: 14
Executive Officer Name: Shannon Whitfield Title: Sole Commissioner
Street Address: 101 S. Duke St.
City: Lafayette State: GA Zip: 30728
Telephone: 706 638 1437 FAX: 706 638 1453 Email: Commissioner@WalkerGa.us

SECTION 2: FISCAL AGENT

Applicant's Fiscal Agent (Legal Name): Walker County Government
Street Address: 101 S. Duke St.
City: Lafayette State: GA Zip: 30728

SECTION 3: FISCAL CONTACT

Fiscal Contact Name: Greg McConnell Title: Finance Officer
Street Address: 101 S. Duke St.
City: Lafayette State: GA Zip: 30728
Telephone: 706 638 1437 FAX: 706 638 1453 Email: g.mccConnell@WalkerGa.us

SECTION 4: PROGRAM CONTACT

Program Contact Name: Dodd Worley Title: Program Director
Street Address: 101 S. Duke St. (P.O. Box 43)
City: Lafayette State: GA Zip: 30728
Telephone: 423 7187075 FAX: 706 638 1453 Email: ConnectionsNWga@gmail.com

SECTION 5: GRANT AMOUNT REQUESTED: \$105,000

Congressional District(s) to be served: 14

SECTION 10: PROGRAM ACTIVITIES

Justice:

☒ Community Service /Restitution

☐ Evening Report Center

☐ Juvenile Drug Court

☒ Diversion Services

☒ Tutoring

☒ Counseling Services

☒ Other Evidence-based curriculum/Intervention (List Primary Intervention and secondary):

Thinking for a change, WRAP-Around Services

SECTION 6: AUTHORIZING SIGNATURES

I, the undersigned, an authorized representative of the applicant, have read, understand, and agree to all relative conditions specified in the Criminal Justice Coordinating Councils Request for Proposal and having read all attachments thereto do submit this application on behalf of the applicant agency. If awarded a grant to implement the provision herein, I do certify that all applicable federal and state laws, rules, and regulations thereto will be followed.

APPLICANT AGENCY:

FISCAL AGENT (if not applicant agency)

Signature, Executive Officer

Signature, Executive Officer

Title

Title

Date

Date

SECTION 7: APPLICANT AGENCY FISCAL INFORMATION

- Month of Fiscal Year End: SEPTEMBER
- Attach to the application, the applicant agency's financial statements as required by RFP.
- Is applicant agency: ☒ Public Government Entity
- Is applicant agency delinquent on any federal debt? ☒ NO ☐ YES
If yes, attach a detailed explanation.
- Did applicant agency receive 80 percent or more of its annual gross revenue in federal awards in its preceding fiscal year; and \$25,000,000 or more in annual gross revenue from federal awards and in so doing is required to comply with "Federal Funding Accountability and Transparency Act"?
☒ NO ☐ YES

If yes, attach names and total compensation of the five most highly compensated officers of the grantee.

SECTION 8: TARGET POPULATION

Target group (check one): ☐ Middle School ☐ High School ☒ Middle and High School
Gender served (check one): ☐ Male only ☐ Female only ☒ Male and Female
Age range: Age 13 to age 18
Number of youth to be served: 35-45

SECTION 9: SERVICE DELIVERY AREA

Primary county to be served: Walker
List other counties to be served: Catoosa, Dade, Chattooga

Attachment A-5
State of Georgia – Criminal Justice Coordinating Council
Juvenile Justice Incentive Grant Program

Formal Assurance and Certification

ACCOUNTING SYSTEM/INTERNAL CONTROL QUESTIONNAIRE
Applies to All Applicants

SECTION A: ACCOUNTING SYSTEM

1. Which of the following best describes the accounting system? If the applicant is using a commercial accounting package, attach a copy of the cover page of the run manual.

☐ Manual ☒ Automated ☐ Combination

2. Is there a chart of accounts? If yes, please attach a copy of the chart of accounts.

☒ Yes ☐ No

3. Are the following books of accounts maintained? Please check "yes" or "no".

Description	Yes	No
General Ledger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project Cost Ledger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cash Receipts Journal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payroll Journal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accounts Receivable Ledger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accounts Payable Ledger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Purchase Journal	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Does the accounting system adequately identify receipts and expenditures for each grant or contract?

☒ Yes ☐ No

5. Does the accounting system provide for recording of expenses for each program by budget cost category?

☒ Yes ☐ No

6. Are time distribution records maintained for each employee to account for 100 percent of his/her hours?

Please attach a sample of a completed time sheet.

☐ Yes ☒ No

*Manual Record to be maintained
for contract labor*

7. Are recording keeping duties for the receipts and the payment of cash separated?

☒ Yes ☐ No

8. Are all accounting entries supported by documentation that gave rise to the transaction?

☒ Yes ☐ No

9. Are budgetary controls in effect to preclude incurring obligations in excess of total funds available for an award?

☒ Yes ☐ No

10. Are budgetary controls in effect to precluding incurring obligations in excess of total funds available for a budget cost category?

☒ Yes

☐ No

SECTION B: FUND CONTROL

1. Is a separate bank account maintained for grant/contract funds?

☐ Yes

☒ No

2. If federal grant/contract funds are maintained in same bank account as fiscal agent funds, can the federal grant funds and related costs and expenses be readily identified?

☒ Yes

☐ No

SECTION C: COMMENTS/EXPLANATIONS

Each grant is treated as an individual entity for accounting purposes.

SECTION D: CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge.

Signature

SOC Applicant Agency, Executive Officer

Date

Signature

SOC Fiscal Agent, Financial Officer

(If fiscal agent is not the applicant agency)

Date

NON-SUPPLANTING CERTIFICATION
Applies to All Applicants

Regulations adopted by the Criminal Justice Coordinating Council (CJCC) require certification to the effect that grant funds will not be used to increase state or local funds that would, in the absence of such grant aid, be made available for the purpose of this grant program.

CERTIFICATION:

I certify that grant funds will not be used to supplant state or local funds that would otherwise be available for implementation of this grant program. I further certify that the program proposed in the grant application meets all the requirements of the applicable CJCC Request for Proposals; that all the information presented is correct; that there has been appropriate coordination with affected agencies; and that the applicant will comply with the provisions of the Criminal Justice Coordinating Council, all applicable federal and state laws, and the above-mentioned certification should a grant be awarded.

Authorizing Official:

Signature	Date
Applicant Agency Executive Officer	