



## CITY COUNCIL WORK SESSION

Monday, September 19, 2022 at 6:00 PM  
Council Chambers and YouTube Livestream

### MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**YouTube:** <https://bit.ly/3c28p0A>  
**Phone Number:** (404) 366.4720

**FOREST PARK CITY HALL**  
745 Forest Parkway  
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James

The Honorable Dabouze Antoine

The Honorable Hector Gutierrez

The Honorable Latresa Akins-Wells

The Honorable Allan Mears

Dr. Marc-Antonie Cooper, City Manager

S. Diane White, City Clerk

Mike Williams, City Attorney

## AGENDA

### VIRTUAL NOTICE

**DISCLAIMER:** For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

**To watch the meeting via YouTube - <https://bit.ly/3c28p0A>**

The Council Meetings will be livestream and available on the City's

YouTube page - "**City of Forest Park GA**"

**CALL TO ORDER/WELCOME:**

**ROLL CALL - CITY CLERK:**

**CITY MANAGER'S REPORT:** Dr. Marc-Antonie Cooper, City Manager

**PRESENTATION(S):**

- 1. Staff Presentation Regarding Ongoing and Planned PIO Activities – Public Information Office**

#### Background/History:

The Public Information Office exists to ensure that information released by the City of Forest Park is timely, accurate, comprehensive and relevant to all aspects of communications with the general public, internal staff and members of the media. It is the mission of the Public Information Office to promote and enhance

city government via media relations, print and digital publications, social media, marketing campaigns and the city's website. A comprehensive presentation is to be provided to city council regarding current and planned office activities.

**2. City of Forest Park Fiscal Year 2020-21 Final Audit & Findings – Finance Department**

**Background/History:**

Mauldin & Jenkins report out on the Annual Audit for Fiscal Year 2020-2021

**NEW BUSINESS:**

**3. Council Discussion Regarding the Renovation to an Existing Structure for Emergency Operations Center (E.O.C.) – Department of Planning & Community Development/Fire and Emergency Services**

**Background/History:**

Discussion to Authorize Approval to Award a Task Order to Precision Planning, Inc. (PPI) for a feasibility study and professional design services to the City of Forest Park for the renovation of an existing structure to house the Emergency Operations Center (E.O.C.). And to Authorize Approval to Award a Contract to Valentino & Associates, Inc. to provide for a legal description for the east parcel and one overall legal description to include the existing parcel where the new Public Safety Building is located. Department of Planning & Community Development/Fire and Emergency Services Department

The proposal is to renovate an existing facility located adjacent to the new Gillem Public Safety Building in Gillem Logistics. Once completed, the building will house the Emergency Operations Center (EOC). The existing facility is located on Anvil Block Rd. and consists of a load bearing block structure with steel roof framing, low slope roof and brick veneer. The renovated facility will be based on one of four floor plan design options provided by the PPI and will consist of office space, breakout conference rooms, restrooms, locker rooms with showers, breakroom, quiet room, and a large open war room. PPI shall provide preliminary design services to determine the feasibility of the project.

**4. Council Discussion on Entering into a Service Agreement with Lexipol – Fire & EMS Department**

**Background/History:**

FPFD would like to purchase an Annual Service Agreement with Lexipol that includes an annual subscription with FireRescue1 Academy. This vendor is the sole source vendor that provides Standard Operating Procedures and Fire Standards specifically for Fire Departments. It also provides a scenario-based learning platform for the fire service staff. The services are geared to keeping firefighters safe, reduce liability, improve policy understanding, enhance accountability and following best practices.

**5. Discussion to Execute an Agreement with Georgia Power Company to Install Outdoor Lighting for the new Public Safety Building at Gillem– Planning and Community Development Department**

**Background/History:**

Discussion to Authorize Approval to Execute an Agreement with Georgia Power Company to install (10) 225 w LED area outdoor lighting system for the new Public Safety Building. Georgia Power Company will retain ownership of the system. The agreement is a standard operating lease-1-month agreement that automatically renews month to month. The lease price is fixed. All materials, labor, energy and

maintenance to operate the system is included in the agreement. Department of Planning & Community Development

**Background/History:** The new Public Safety Building at Gillem will require a total of (10) 225w outdoor lighting fixtures. Georgia Power Company has installed about 95% of the lighting at Gillem Logistics and would add this project to its portfolio at Gillem. Georgia Power Company will monitor and maintain the lighting system. The signed agreement will allow Georgia Power Company to prepare for construction, and move forward with ordering materials

**6. Council Discussion to Approve a 2nd Round of Employee Premium Pay – Executive Offices**

**Background/History:**

The City of Forest Park was approved and has received its second round of American Rescue Plan Act (APRA) funds in the amount of \$3,738,098.00. Under the United States Department of Treasury guidelines Employee Premium Pay is an acceptable use for these funds. This is a resolution requesting for a 2nd round of one-time Employee Premium Payments to all full-time staff on payroll and not on probation in the amount of \$2,500.

It is further requested that any new full-time staff hired prior to October 1, 2022, payments be held in abeyance until such individuals have successfully completed their 6-month probationary period and then paid in a lump sum. Under this resolution the Employee Premium Payments would be expended in full no later than April 28, 2023. Under the guidance provided all APRA grant funds must be expended by December 31, 2026.

The City Manager is seeking direction from council on how they would like staff to proceed in this matter.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

**File Attachments for Item:****1. Staff Presentation Regarding Ongoing and Planned PIO Activities – Public Information Office****Background/History:**

The Public Information Office exists to ensure that information released by the City of Forest Park is timely, accurate, comprehensive and relevant to all aspects of communications with the general public, internal staff and members of the media. It is the mission of the Public Information Office to promote and enhance city government via media relations, print and digital publications, social media, marketing campaigns and the city's website. A comprehensive presentation is to be provided to city council regarding current and planned office activities.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

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**Subject:** Staff Presentation Regarding Ongoing and Planned PIO Activities – Public Information Office

**Submitted By:** Javon Anthony Lloyd, Public Information Officer

**Date Submitted:** September 13, 2022

**Work Session Date:** September 19, 2022

**Council Meeting Date:** September 19, 2022

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**Background/History:**

The Public Information Office exists to ensure that information released by the City of Forest Park is timely, accurate, comprehensive and relevant to all aspects of communications with the general public, internal staff and members of the media. It is the mission of the Public Information Office to promote and enhance city government via media relations, print and digital publications, social media, marketing campaigns and the city's website. A comprehensive presentation is to be provided to city council regarding current and planned office activities.

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**Cost: \$**

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:**

N/A

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**Action Requested from Council:**

N/A

# City of Forest Park Public Information Office



**Javon Anthony Lloyd**

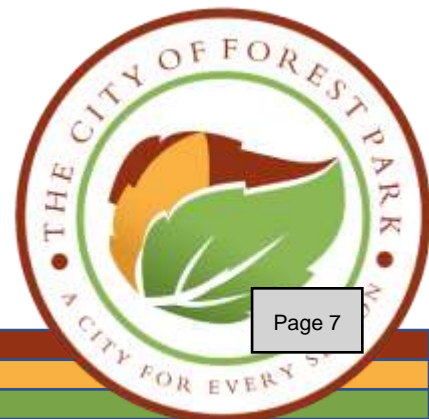
Public Information Officer

(470) 817-6381 | [jlloyd@forestparkga.gov](mailto:jlloyd@forestparkga.gov)

# Today's Agenda

Item #1.

- Key Accomplishments
- General Communications
- Media Relations
- Social Media
- Opportunities / Future Projects
- Closing / Q&A



# Key Accomplishments

Item #1.

- Adoption of the city's first Public Information / Communications Policy.
- Development and launch of The Leaf Report Monthly Newsletter.
- Creation of an official City of Forest Park LinkedIn company page.
- Established an approved process for disseminating news releases, media alerts and general information to residents, business owners and stakeholder groups.



**FIRST RESPONDERS  
OF INFORMATION**

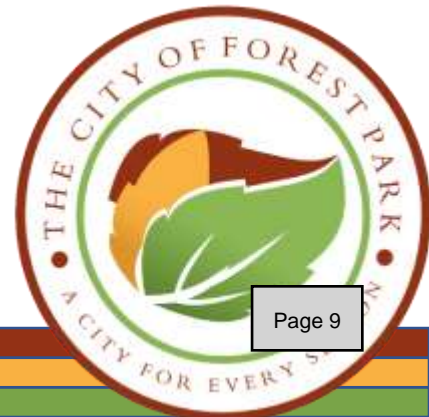


# Keeping Forest Park Residents Informed

Item #1.



- The Leaf Report is a monthly newsletter sent out by the Public Information Office that includes up-to-date details regarding city news, upcoming events, open job positions and more.
- Constant Contact, a mass emailing platform, is also used to distribute information to residents, community organizations and city staff.
  - Over 2,000 individual contacts added to the city's main distribution list.
  - Current email open rate of 39% (***industry standard around 30%***).





# General Communications

Item #1.

## Featured Job Openings

Looking for your next career move? The City of Forest Park has several job openings available. Below are a few of our featured employment opportunities (click the job titles to learn more).

- [Director of Finance](#)
- [Fleet Maintenance Supervisor](#)
- [Trades Specialist](#)
- [Fire Fighter / Paramedic](#)
- [Communications Officer \(part-time position\)](#)



[Click Here To View All Current City Job Postings](#)

## About the City of Forest Park

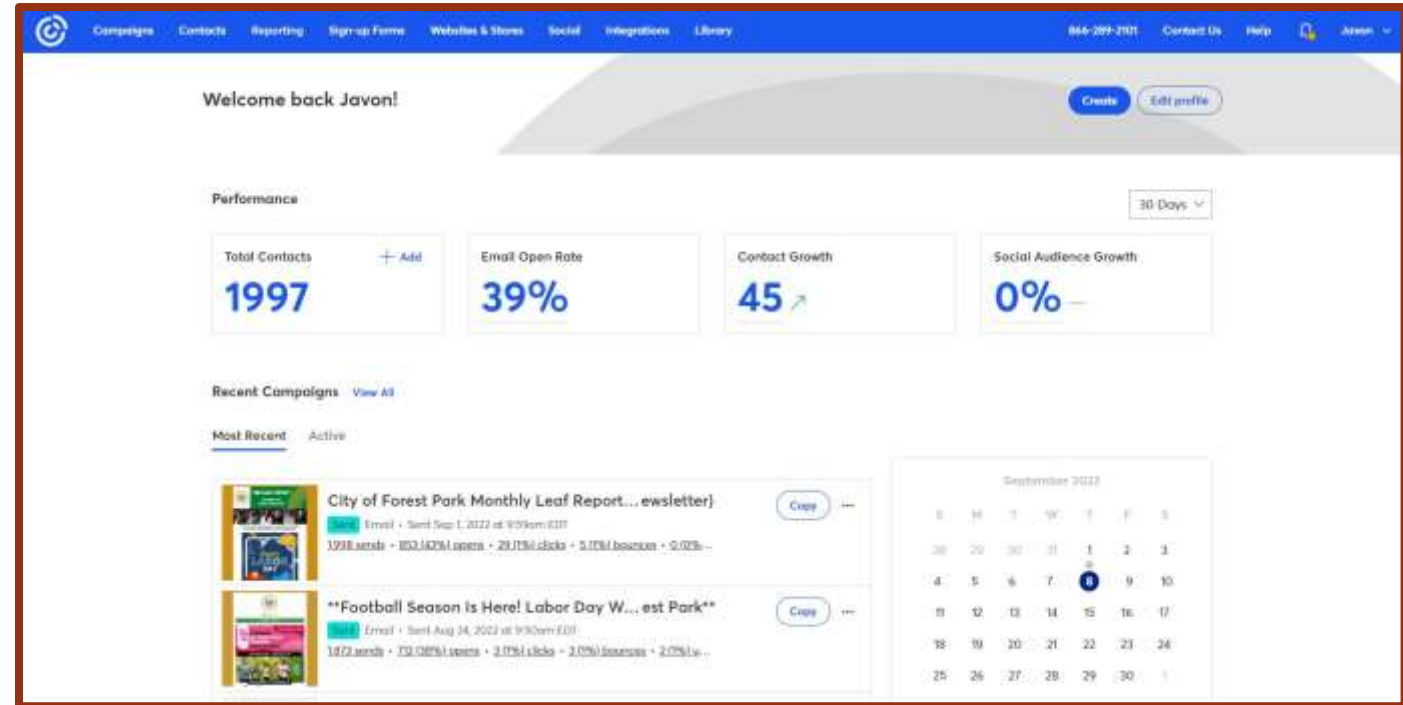
Located roughly 10 miles south of Atlanta, the City of Forest Park is home to a population of more than 20,000 residents in Clayton County, Georgia, as well as many flourishing small, medium and large businesses. The City was incorporated in 1908 and is conveniently located approximately five miles from the Hartsfield-Jackson International Airport, with easy access to I-75, I-285 and I-675. For more information, visit [www.forestparkga.gov](http://www.forestparkga.gov).



### Media Contact:

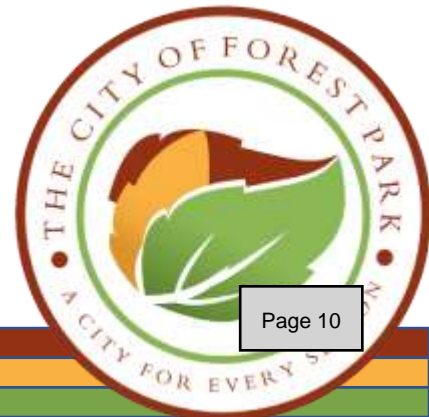
Javon Anthony Lloyd  
Public Information Officer  
(470) 817-6381  
[jlloyd@forestparkga.gov](mailto:jlloyd@forestparkga.gov)

JOIN THE CONVERSATION & FOLLOW US ON SOCIAL MEDIA!



## Constant Contact Dashboard

## Leaf Report Newsletter



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# Media Relations

Item #1.

- The city's Public Information Office is responsible for generating positive news coverage, while also responding to a wide range of media and interview requests.
- News coverage has been secured in the following media outlets:

**Clayton News-Daily**  
**Atlanta Journal-Constitution**  
**WSB-TV**  
**CBS46**  
**11Alive News**  
**FOX5 News**  
**Clayton Crescent**  
**Black Entertainment Television**





# Media Relations (cont.)

Item #1.

## Approved News Release

## Secured Media Coverage



CITY OF  
**FORESTPARK**

FOR IMMEDIATE RELEASE

### New Senior Housing Community Breaks Ground In Forest Park Forest Station Development To Offer 60 Residential Units Near Downtown District



**FOREST PARK, Ga.** — Dec. 21, 2021 — Developers and city officials recently broke ground for the construction of a new senior independent living community to be located off of College Street and Warren Drive near the city's downtown district.

The Forest Station development project will feature a three-story building with a mix of 80 one-bedroom and two-bedroom units for seniors ages 55 and above, with each unit equipped with its own washer and dryer. The project is being co-developed by Georgia Communities Inc. and Paladin Inc. in an effort to address the need for new affordable housing in and around the city.

"There is an urgent need for high-quality, affordable housing for seniors in Forest Park," said Phil Ellen, executive director of Georgia Communities Inc. "This development is designed to address that need and help catalyze new investment near the downtown core, so we believe it is going to be a tremendous asset for the community."

Amenities planned for the senior housing community include a fully equipped exercise room, venues for residential events and a state-of-the-art business center. Developers also plan to construct a community garden as a way to increase the availability of nutritious foods, as well as a wellness center, where residents will have access to health screenings, regular recreational activities and more.

"All of our residents, especially our seniors, deserve a safe, stable and affordable place to live," said City of Forest Park Mayor Angelyne Butler, MPA. "By having this new residential community, we can work to ensure that those seniors on a fixed income have a high-quality option when it comes finding a place to call home."

Construction of the senior independent living facility is expected to last 14 months, with the new community tentatively scheduled to open during the first quarter of 2023. To learn more about the Forest Station development, [www.paladinhousing.org/developments](http://www.paladinhousing.org/developments).

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# Media Relations (cont.)

Item #1.



CITY OF  
**FORESTPARK**

FOR IMMEDIATE RELEASE

## Rental Assistance Funding Available For Forest Park Residents Eligible Applicants Impacted By COVID-19 Can Receive Up To \$2,500 Per Household

FOREST PARK, Ga. — Dec. 9, 2021 — City of Forest Park residents who are experiencing economic hardships and unable to pay rent due to the ongoing COVID-19 pandemic are encouraged to apply for funding through the city's [Fast Track Rental Assistance Program](#).



Administered by City Edge Projects Inc., the city is offering one-time payments of up to \$2,500 per household. Funding through the program is available on a first-come, first-served basis. Once approved, the payment will be made directly to the landlord or property management company only.

"Although we have seen signs of economic recovery over the past several months, we realize that there are still individuals who are facing financial burdens brought on by the pandemic," said City of Forest Park Mayor Angelyne Butler, MPA. "This dedicated funding is designed to help support our residents who feel left behind while they work to get back on their feet."

Back in September, the city council approved to set aside \$400,000 of the American Rescue Funds allotment to aid with rental assistance — specifically for residents of Forest Park. Applicants interested in receiving assistance must meet the following eligibility requirements, including, but not limited to:

- Proof of residency in the City of Forest Park (i.e. valid driver's license or state-issued ID showing city residency, current utility bill and a copy of a signed lease agreement).
- Proof of being negatively affected directly or indirectly by COVID-19.
- Proof of income and/or unemployment filing (if applicable).
- Proof of late rent or eviction notice from landlord or property management company (must state current full amount due with detailed breakdown of all charges dated within five days of submitting an application).

[Click here](#) to apply for the city's rental assistance program and to view the eligibility checklist. Paper applications are also available for pick up at Gateway Restoration Church, located at 4981 Phillips Dr., Forest Park, Ga., 30297.

For questions or additional information regarding the city's Fast Track Rental Assistance Program, contact Shalonda Schoonmaker at (404) 804-5008 or by email at [sschoonmaker.cityedge@gmail.com](mailto:sschoonmaker.cityedge@gmail.com).

## Secured Media Coverage

## Approved News Release



# Social Media

Item #1.

- Social media and networking are important and widely used communication tools when it comes to disseminating information to the public.
- Primary social media platforms used by the city include:

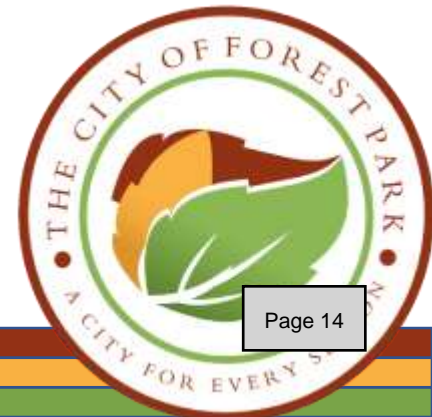
- Facebook
- Twitter
- LinkedIn
- Instagram



**New Quint Fire Truck**



**Municipal Clerk's Week**





# Social Media (cont.)

Item #1.



Old Dixie Road Closure



Law Enforcement Appreciation Day



Food Truck Friday

# Social Media (cont.)

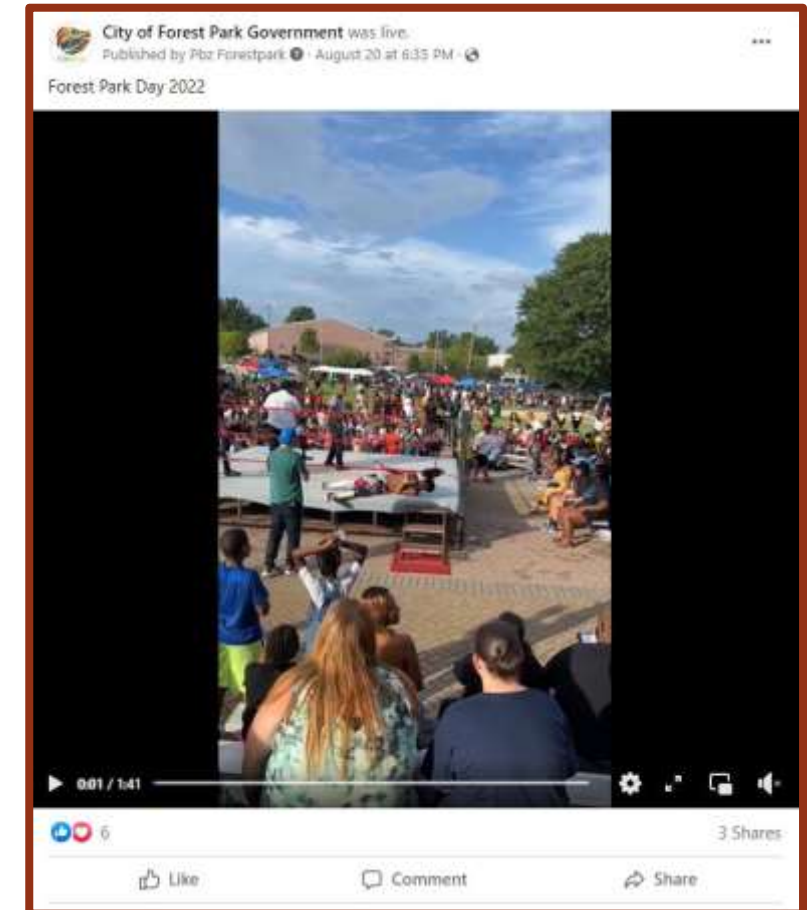
Item #1.



Severe Weather Updates



Construction on new  
Gillem Public Safety Building



2022 Forest Park Day



# Opportunities / Future Projects

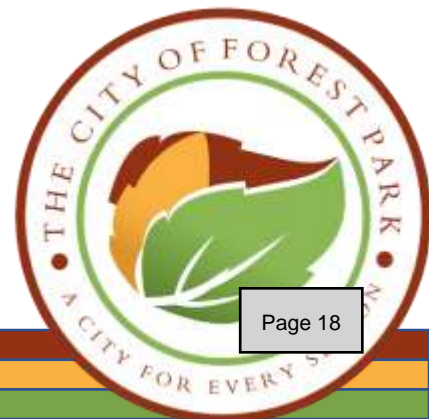
Item #1.

- Expansion of the office / adding another position.
- Create more video content that features city staff and their roles within local government, as well as area businesses and nonprofit groups.
- Community Video Showcase Program (***filming scheduled for Sept. 28-30***).
- Launch of a “Forest Park Job of the Week” feature to be posted on social media.
- Continue to establish relationships with local, regional and national media partners.



# Closing / Q&A

Item #1.



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**File Attachments for Item:**

**2. City of Forest Park Fiscal Year 2020-21 Final Audit & Findings – Finance Department**

**Background/History:**

Mauldin & Jenkins report out on the Annual Audit for Fiscal Year 2020-2021

CITY OF  
**FORESTPARK**

## City Council Agenda Item

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**Subject:** City of Forest Park Fiscal Year 2020-21 Final Audit & Findings – Finance Department

**Submitted By:** Chiquita Barkley, Finance Director

**Date Submitted:** September 1, 2022

**Work Session Date:** September 19, 2022

**Council Meeting Date:** N/A

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**Background/History:**

Mauldin & Jenkins report out on the Annual Audit for Fiscal Year 2020-2021

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**Cost: \$ 0**

**Budgeted for:** \_\_\_\_\_ **Yes**   X   **No**

**Financial Impact:**

None

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**Action Requested from Council:**





## Presentation of 2021 Auditor's Discussion and Analysis

City of Forest Park, Georgia  
Mayor/Council Meeting



## Auditor's Discussion and Analysis

- Engagement Team
- Results of the 2021 Audit
- Comments, Recommendations, and Other Issues
- Questions



## Engagement Team



CONSISTENTLY RANKED AS A TOP  
ACCOUNTING FIRM IN THE U.S.

**100+ year**  
HISTORY  
OF QUALITY SERVICE

**Serve 650+**  
GOVERNMENT CLIENTS

GOVERNMENTAL  
PARTNERS **16**

accountingtoday

**2022 Top 100 Firms**



**140+**

TEAM MEMBERS DEDICATED  
TO SERVING THE  
GOVERNMENTAL INDUSTRY



*To be a trusted advisor, earning trust and building respect through our  
consistent commitment to sustainable excellence, leadership, and integrity*



**225+**

SINGLE AUDITS PERFORMED LAST  
YEAR COVERING OVER \$4 BILLION  
OF FEDERAL GRANTS



**135,000+**

HOURS ANNUALLY  
PROVIDED TO  
GOVERNMENTAL CLIENTS

**150+**

CURRENT CLIENTS AWARDED  
THE GFOA CERTIFICATE OF  
EXCELLENCE

**5**

STATES

**13**

OFFICES



## Engagement Team (Continued)



### Engagement Team Leaders for the City of Forest Park Include:

- Doug Moses, Engagement Partner – 23 years experience, 100% governmental
- James Bence, Quality Assurance Review Partner – 18 years experience, 100% governmental
- Ryan Jones, Director – 13 years experience, 100% governmental

### Mauldin & Jenkins – Additional Information

#### Other Industries & Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

**Industries Served:** Over the years our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- Agri-Businesses
- Professional Services
- Financial Institutions (community banks, savings & loans, thrifts, credit unions, mortgage companies, and finance companies)
- Long-term Healthcare
- Individuals, Estates and Trusts
- SEC Registrants
- Wholesale Distribution
- Manufacturing
- Employee Benefit Plans
- Non-Profit Organizations
- Retail Businesses
- Construction & Development
- Real Estate Management



## Results of June 30, 2021 Audit

- Our Responsibility Under Auditing Standards Generally Accepted in the United States of America (GAAS)
  - We considered the internal control structure for the purpose of expressing our opinion on the City's basic financial statements and not providing assurance on the internal control structure.
  - Our audit was performed in accordance with GAAS.
  - Our objective is to provide reasonable—not absolute—assurance that the basic financial statements are free of material misstatement.
  - The basic financial statements are the responsibility of the City's management.
- Report on 2021 Basic Financial Statements
  - Unmodified ("clean") opinion on basic financial statements. Audit report date of August 5, 2022.
  - Presented fairly in accordance with accounting principles generally accepted in the United States of America.
  - Our responsibility does not extend beyond financial information contained in our report.
- Report in accordance with *Government Auditing Standards* for 2021
  - Five (5) material weaknesses noted in the internal control over financial reporting; one (1) instance of noncompliance cited. Audit report date of August 5, 2022.







## Results of June 30, 2021 Audit (Continued)

### ■ Significant Accounting Policies

- The significant accounting policies used by the City are described in Note 1 to the basic financial statements.
- The policies used by the City are in accordance with generally accepted accounting principles and similar government organizations, with no significant new policies to qualitative aspects of its policies.
- In considering the qualitative aspects of its policies, the City is not involved in any controversial or emerging issues for which guidance is not available.

### ■ Management Judgment/Accounting Estimates

- The City uses various estimates as part of its financial reporting process – including valuation of accounts receivable (recording of allowance for uncollectible accounts).
- Management's estimates used in preparation of financial statements were deemed reasonable in relation to the financial statements taken as a whole. We considered this information and the qualitative aspects of management's calculations in evaluating the City's significant accounting estimates.

### ■ Financial Statement Disclosures

- The footnote disclosures to the financial statements are also an integral part of the financial statements and the process used by management to accumulate the information included in the disclosures was the same process used in accumulating the statements. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit.





## Results of June 30, 2021 Audit (Continued)

### ■ Relationship with Management

- We received full cooperation from the City's management, staff, and others.
- There were no disagreements with management on accounting issues or financial reporting matters.

### ■ Audit Adjustments

- Adjustments were proposed to the records of the City and have been recorded in the City's financial statements. The City's finance director has copies of these audit entries and will have them available with this presentation. There were no passed adjustments.

### ■ Representation from Management

- We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.





## Results of June 30, 2021 Audit (Continued)

### ■ Consultation with Other Accountants

- To the best of our knowledge, management has not consulted with, or obtained opinions from, other independent accountants during the year, nor did we face any issues requiring outside consultation.

### ■ Significant Issues Discussed with Management

- There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements.

### ■ Information in Documents Containing Audited Financial Statements

- Our responsibility for other information in documents containing the City's basic financial statements and our report thereon does not extend beyond the information identified in our report. If the City intends to publish or otherwise reproduce the financial statements and make reference to our firm, we must be provided with printers' proof for our review and approval before printing. The City must also provide us with a copy of the final reproduced material for our approval before it is distributed.

### ■ Auditor Independence

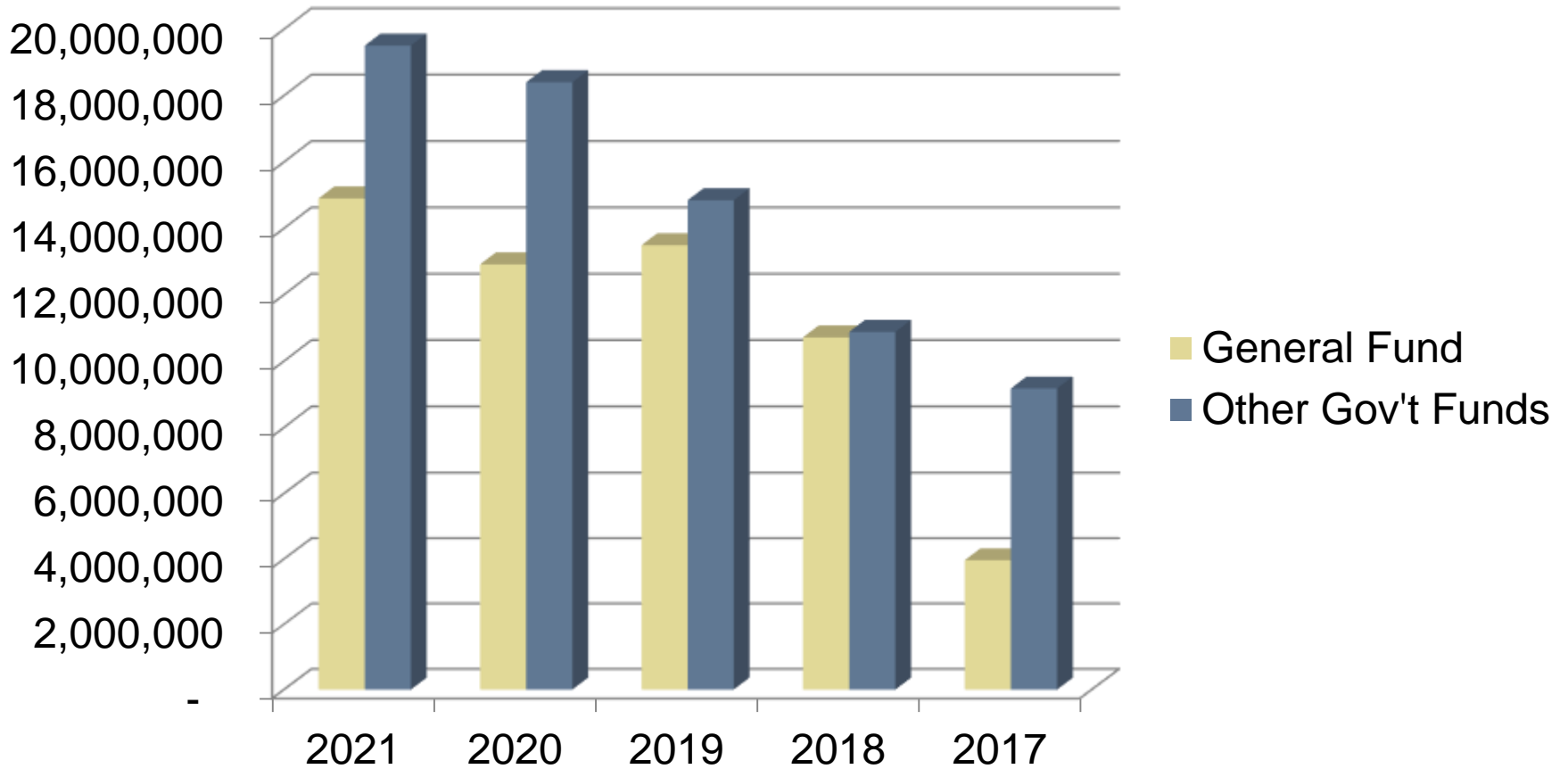
- In accordance with AICPA professional standards, M&J is independent with regard to the City and its financial reporting process.
- There were no fees paid to M&J for management advisory services during fiscal year 2021 that might effect our independence as auditors.





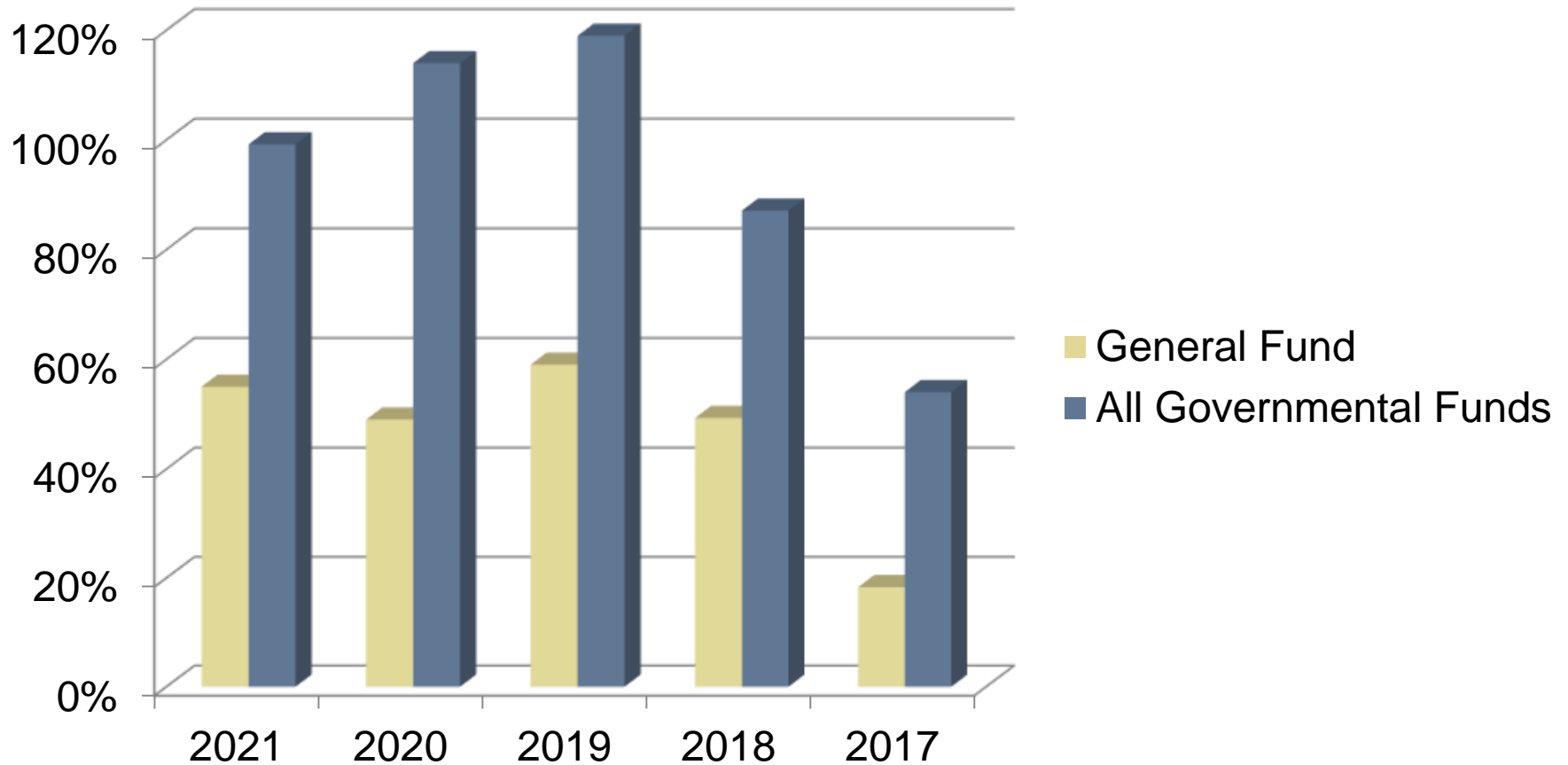


## Financial Trends – Fund Balances (5 Year Comparison)





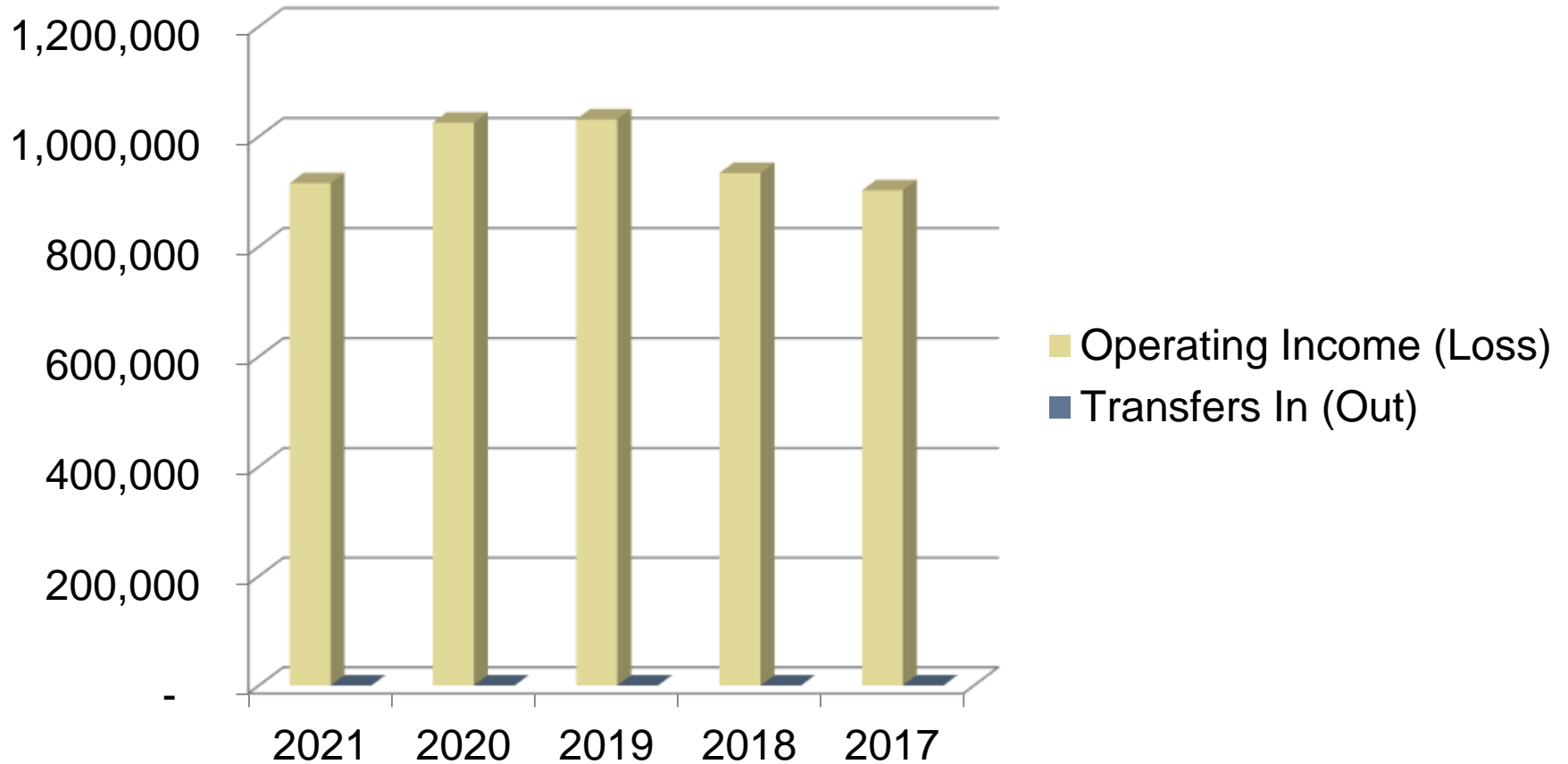
## Fund Balance as a Percentage of Total Expenditures – 5 Year Comparison





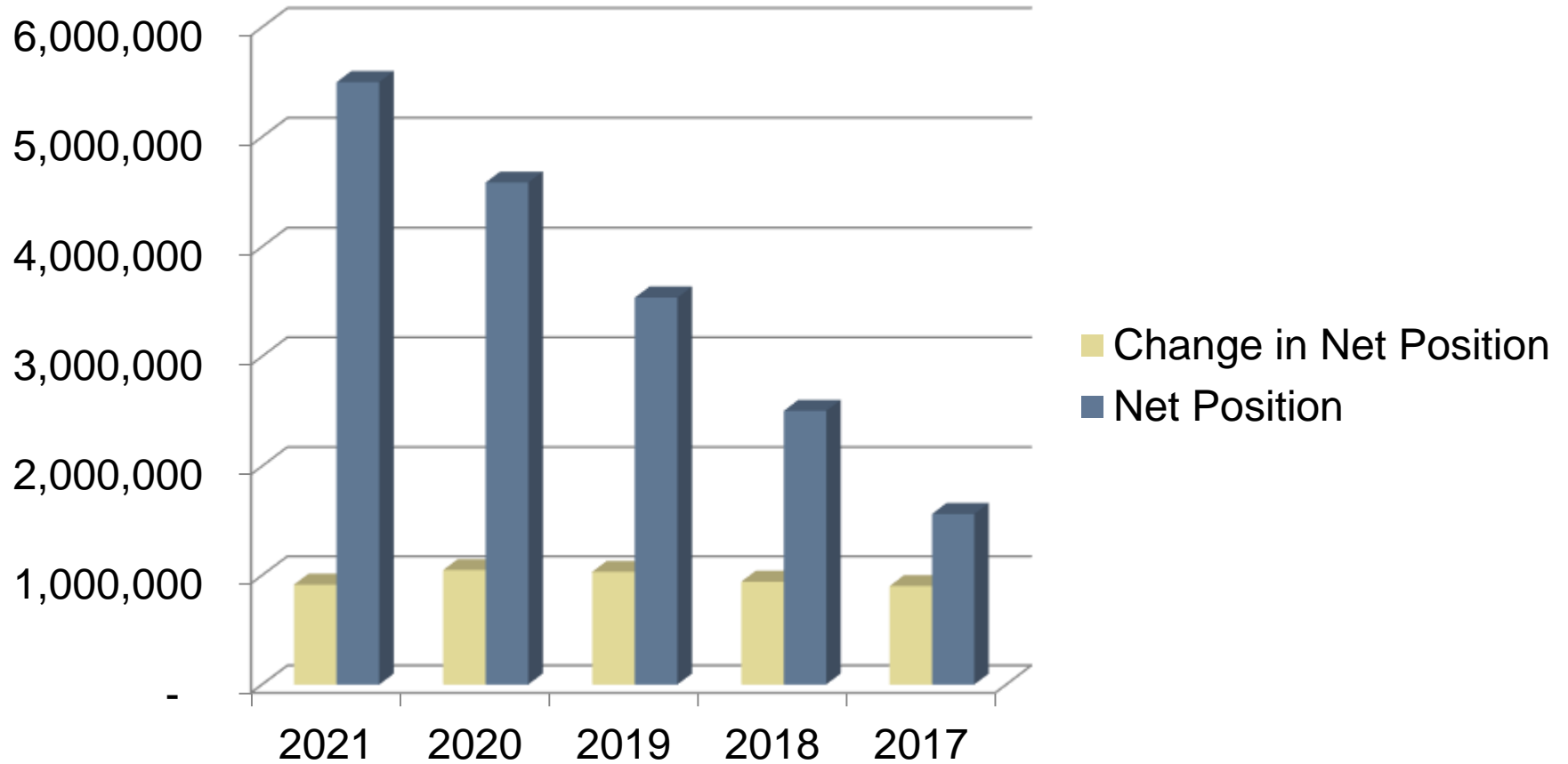
Item #2.

## Financial Trends –Sanitation Fund – Operating Income (Loss) Compared to Transfers In (Out) – 5 Year Comparison



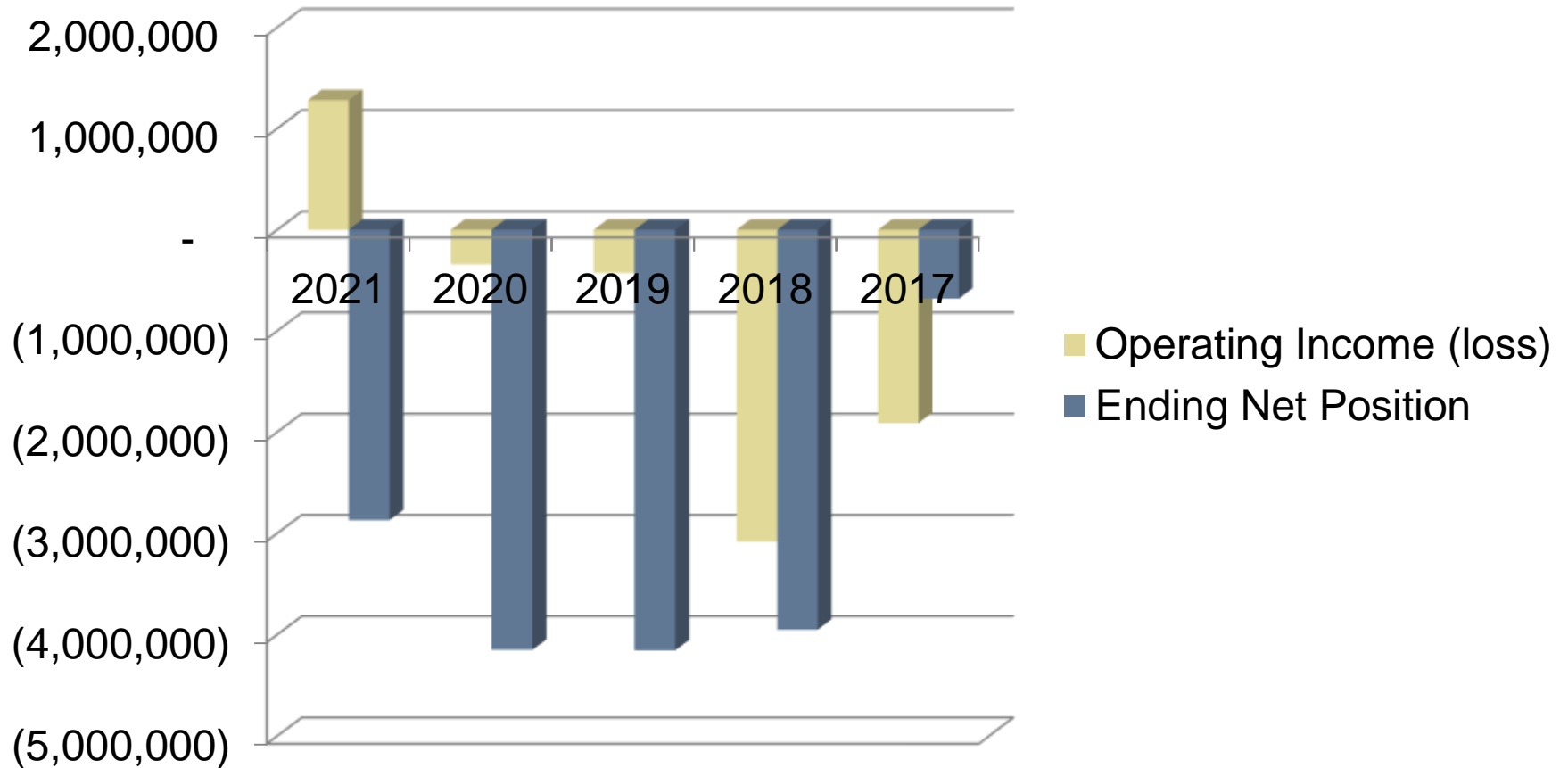


## Financial Trends – Sanitation Fund – Change in Net Position Compared to Net Position – 5 Year Comparison



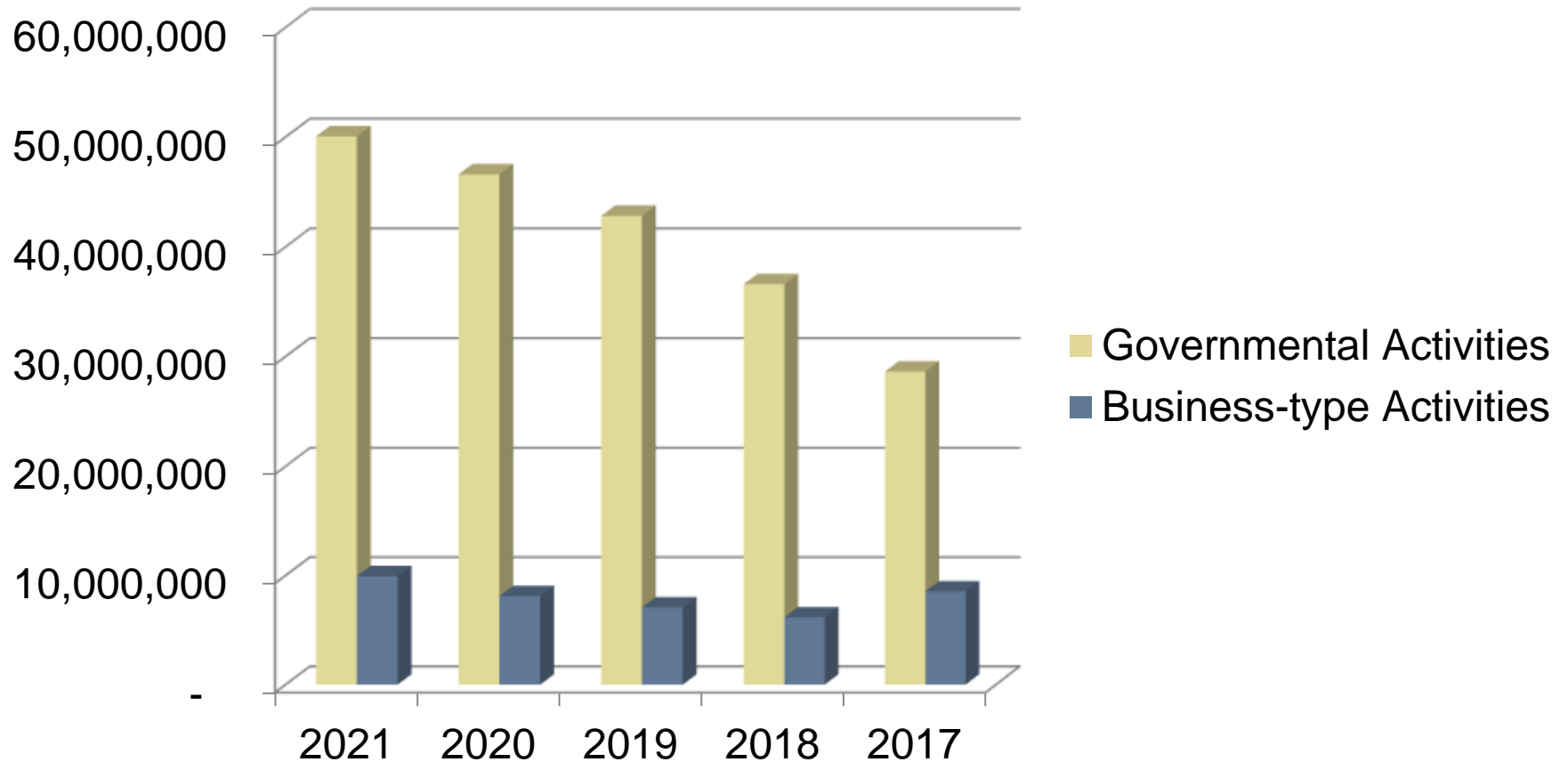


## Financial Trends – Urban Redevelopment Agency Fund – Operating Income and Ending Net Position – Last Five Years

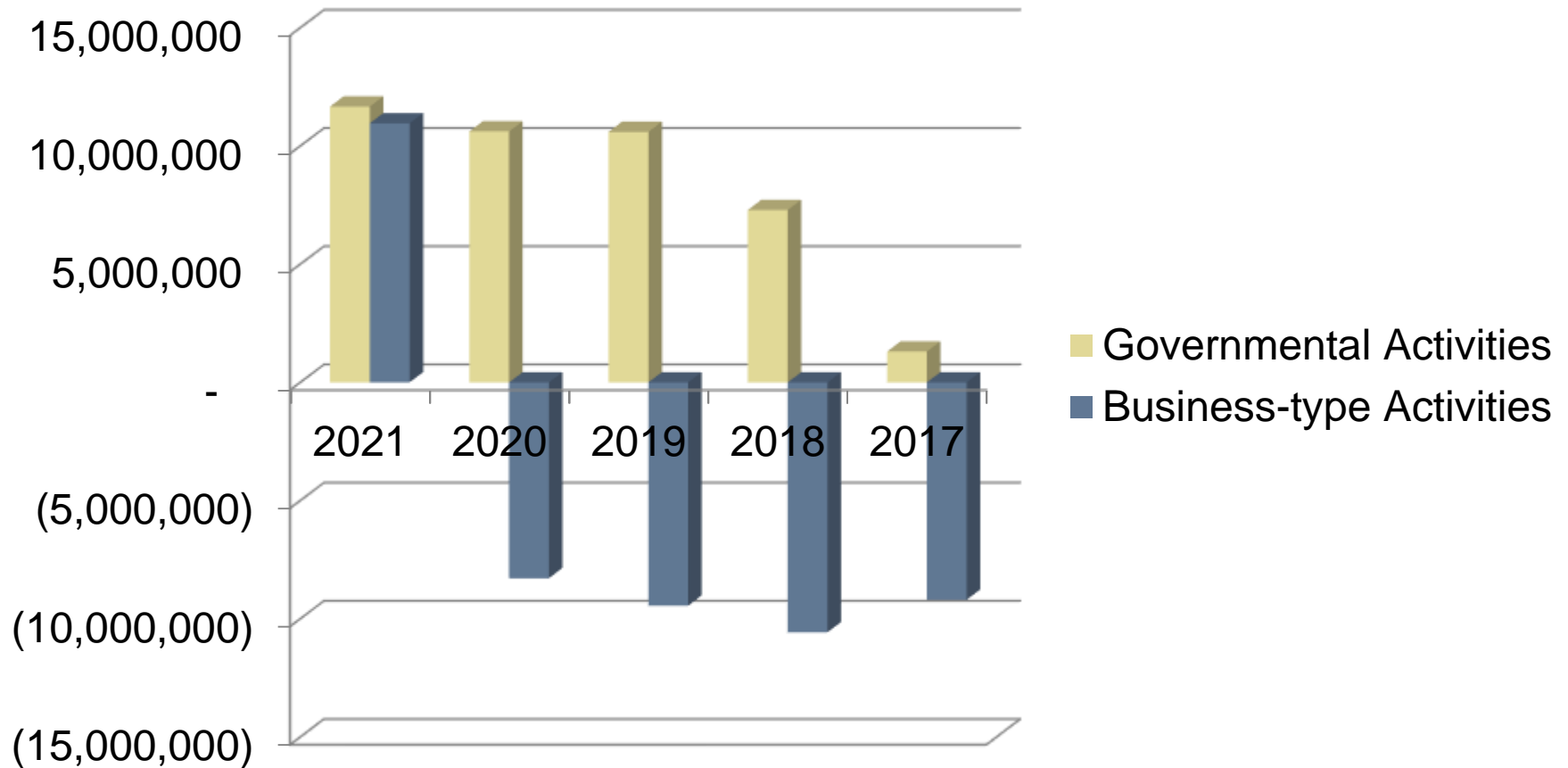




## Financial Trends – Governmental Activities and Business-type Activities Net Position – 5 Year Comparison



## Financial Trends – Governmental Activities and Business-type Activities Unrestricted Net Position – 5 Year Comparison





## Comments, Recommendations, & Other Issues

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### ■ Deficiencies (Findings) – Material Weaknesses

**2021-001 Restatement of Beginning Net Position – Financed Purchases** - Financed purchases should be recorded in the fiscal year when agreements have been executed and possession of the financed equipment has occurred.

During the previous fiscal year ended June 30, 2020, the City entered into a financed purchase arrangement related to radio equipment for its E-911 activities. However, at June 30, 2020, the City had not recorded the resulting financed purchase liability and capital asset in the amount of \$896,407. Additionally, the City had not recorded depreciation expense of \$106,715 for the radio equipment in the prior year. The omission of the financed purchase, depreciation expense, and associated obligation was due to management oversight as no lease payments were due prior to the end of the previous fiscal year.

Failure to properly capitalize the asset and record the financed purchase obligation caused the beginning balances of capital assets to be understated by \$896,407, beginning accumulated depreciation to be understated by \$106,715, beginning financed purchase liabilities to be understated by \$896,407, and beginning net position to be overstated by \$106,715 in the City's governmental activities for the fiscal year ended June 30, 2020.

We recommend management of the City implement a process to review transactions for financed purchases during the fiscal year and at the end of its fiscal year to ensure that capitalizable purchases and associated obligations are properly recorded in its accounting records. Occasionally, for these types of obligations, no payments are due in the period between issuance of the financed purchase obligation and the City's fiscal year end, and therefore it is critical to track these liabilities in a subledger that is reconciled and reviewed on a periodic basis.







## Comments, Recommendations, & Other Issues (Continued)

### ■ Deficiencies (Findings) – Material Weaknesses

**2021-002 Accounts Payable** - Internal controls should be designed to ensure that expenditures incurred in one fiscal year and paid in a subsequent fiscal year are recorded as expenditures of the fiscal year in which the goods were received or services were rendered. The City failed to accrue \$95,003 of legal services provided to the City during the fiscal year ended June 30, 2021 but unpaid at June 30, 2021.

We recommend that the City more closely review invoices for services that are billed in arrears subsequent to the fiscal year end to ensure that all necessary expenditures and payables have been recognized.

**2021-003 Accounting for Federal Awards** - Internal controls should be designed to ensure that federal grant reimbursements of expenditures incurred in a prior year are properly recorded.

During the fiscal year ended June 30, 2021, reimbursements from the federal Coronavirus Relief Fund grants were not transferred to the fund in which the expenditures were recognized in the previous fiscal year. The CARES Fund recognized the entirety of the \$1,048,001 in revenue received in the current fiscal year, but did not record a reimbursement to the General Fund for expenditures of \$247,506 incurred in the prior fiscal year.

We recommend that management develop a review process whereby grant funds, such as the CARES Fund, are reviewed at year end to ensure that expenditures and transfers out are properly applied to revenues received.





## Comments, Recommendations, & Other Issues (Continued)

### ■ Deficiencies (Findings) – Material Weaknesses

**2021-004 Segregation of Duties** - Internal controls should be in place that provide reasonable assurance that an individual cannot misappropriate funds without such actions being detected during the normal course of business. In order to prevent fraudulent misappropriation of assets and the recording of fraudulent financial information, duties regarding the transfer of assets, authorization of transactions, the recording of financial information, and the review of financial information should be segregated. During the fiscal year ended June 30, 2021, appropriate segregation of duties was not noted in the areas of bank reconciliations and journal entries. For the bank reconciliations, we noted that there was no documentation of who prepared them and who reviewed them, or whether they had been reviewed. Finally, during our testing of journal entries, we noted that all sixty (60) journal entries that we tested did not show signs of review and approval by someone other than the preparer.

Although there has been staff turnover and the size of the City's staff is relatively small, it is nevertheless important to ensure that duties are properly segregated to prevent potential fraud. No one employee should handle any combination of the duties involving the authorization and recording of financial information into the general ledger. Bank reconciliations should be subjected to internal controls whereby the preparer and reviewer are separately evidenced on the reconciliation itself. Failure to properly segregate duties or implement compensating controls can lead to misappropriation of funds or abuse of the system that is not detected in a timely manner by employees in the normal course of performing their assigned functions.

We recommend management of the City segregate the duties surrounding authorization and recording and reconciliation of financial information. The City should consider the need for additional staffing or staff cross-training in order to segregate these duties. Additionally, journal entries should be properly approved by an individual who is independent of the journal entry preparation process.





## Comments, Recommendations, & Other Issues (Continued)

### ■ Deficiencies (Findings) – Material Weaknesses

**2021-005 Reconciliation of Bank Accounts** - Internal controls should be in place to ensure bank accounts are reconciled in a timely manner throughout the fiscal year. The City's cash accounts were not reconciled timely during the fiscal year ended June 30, 2021. The reconciliation for July 2020 was not prepared until April 2021, and the remaining reconciliations were completed in the months of June through August of 2021. The potential effects of untimely bank reconciliations are as follows:

- Transactions that occur in the bank accounts are not recorded in the general ledger timely. This can lead to inaccurate budget information when the general ledger is relied upon to create the subsequent fiscal year's operating budgets.
- When reconciled cash balances are not available, there is an increased likelihood that disbursements are made with insufficient funds, resulting in additional bank costs and delayed payments to vendors.
- The risks of errors and misappropriation of assets not being detected are significantly higher.

We recommend that City management designate a knowledgeable and experienced individual or individuals within the City to be responsible for preparing the monthly bank reconciliations. We also recommend that these reconciliations be performed in a timely manner, no later than the end of the subsequent month, and be reviewed by an appropriate member of management.





## Comments, Recommendations, & Other Issues (Continued)

### ■ Management Recommendations for Improvement

**1. Positive Pay** - During our testing of cash and discussions with City management, it came to our attention that the City is not currently utilizing Positive Pay for its bank transactions. Positive pay is an automated cash management service used by financial institutions to deter check fraud. Banks can use positive pay to match the checks the City issues with those that are presented for payment by referencing the check information provided by the City. Any check considered suspect is sent back to the issuer for examination. We strongly recommend the City consider moving to positive pay for all bank accounts that routinely have a large volume of activity and transactions, and discuss with representatives from the City's financial institutions whether there are other services that can be utilized to prevent fraudulent transactions from impacting the City's cash balances.

**2. SPLOST Projects** - During our audit procedures on the SPLOST project schedule provided by the City as of June 30, 2021, we noted several incomplete projects with no current year expenditures, indicating that either these projects are complete and the revised budget information hasn't been updated, or potentially that SPLOST projects were started but abandoned. As the source of these funds is voted on by the public, it is important that the projects included in the SPLOST referendums are completed to the best of the City's abilities. We recommend that the City adhere to its plans on spending the remaining SPLOST proceeds to complete the projects identified in the SPLOST referendum.

**3. Authorized Signers on Accounts** - During our audit, we noticed that the City had not updated its authorized signers with the financial institutions, specifically Truist, in a timely manner. We recommend that management takes steps to remedy this situation so that individuals who no longer work at the City are not listed as authorized signers on the City's accounts.





## Comments, Recommendations, & Other Issues (Continued)

### ■ New GASB Pronouncements for Future Years

- **Statement No. 87, Leases** was issued in June 2017 and is effective for the first reporting period beginning after December 15, 2019. However, in light of the COVID-19 Pandemic, in May 2020 the GASB issued Statement No. 95 (*Postponement of the Effective Dates of Certain Authoritative Guidance*) which changed the effective date of Statement No. 87 to fiscal years beginning after June 15, 2021.
- **Statement No. 89, Accounting for Interest Cost Incurred Before the End of a Construction Period** was issued in June 2018 and is effective for reporting periods beginning after December 15, 2019 (meaning June 30, 2021). However, in light of the COVID-19 Pandemic, in May 2020 the GASB issued Statement No. 95 (*Postponement of the Effective Dates of Certain Authoritative Guidance*) which changed the effective date of Statement No. 89 to reporting periods beginning after December 15, 2020.
- **Statement No. 91, Conduit Debt Obligations** was issued in May 2019 and is effective for the first reporting period beginning after December 15, 2020, meaning for those with year ends of December 31, 2021 and beyond. However, in light of the COVID-19 Pandemic, in May 2020 the GASB issued Statement No. 95 (*Postponement of the Effective Dates of Certain Authoritative Guidance*) which changed the effective date of Statement No. 91 to reporting periods beginning after December 15, 2021.







## Comments, Recommendations, & Other Issues (Continued)

### ■ New GASB Pronouncements for Future Years (Continued)

- **Statement No. 92, *Omnibus 2020*** was issued in January 2020 and because it is an omnibus standard, contains several different effective dates as follows (as amended by Statement No. 95 issued in May 2020).
  - For fiscal years beginning after June 15, 2021 relative to the requirements related to intra-entity transfers of assets and those related to the applicability of Statements No. 73 and 74.
  - For reporting periods beginning after June 15, 2021 relative to the requirements related to application of Statement No. 84 to postemployment benefit arrangements and those related to nonrecurring fair value measurements of assets or liabilities.
  - For government acquisitions occurring in reporting periods beginning after June 15, 2021. The requirements related to the measurement of liabilities (and assets, if any) associated with AROs in a government acquisition.
  - Other items addressed by this omnibus statement (requirements related to Statement No. 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments) were effective upon issuance.
- **Statement No. 93, *Replacement of Interbank Offered Rates*** was issued in March 2020 and contains two (2) different effective dates. The removal of LIBOR as an appropriate benchmark interest rate is effective for reporting periods ending after December 31, 2021. All other requirements of this statement are effective for reporting periods beginning after June 15, 2020.
- **Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*** was issued in March 2020 and is effective for fiscal years beginning after June 15, 2022 which means year ends of June 30, 2023 and following.





## Comments, Recommendations, & Other Issues (Continued)

### ■ New GASB Pronouncements for Future Years (Continued)

- **Statement No. 96, *Subscription-Based Information Technology Arrangements*** was issued in May 2020 and is effective for fiscal years beginning after June 15, 2022 which means year ends of June 30, 2023 and following.
- **Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*** was issued in June 2020 and is effective for fiscal years beginning after June 15, 2021 (year ends of June 30, 2022 and following).
- Other Pending or Current GASB Projects:
  - **Re-Examination of the Financial Reporting Model.** GASB has added this project to its technical agenda to make improvements to the existing financial reporting model (established via GASB issued Statement No. 34). Improvements are meant to enhance the effectiveness of the model in providing information for decision-making and assessing a government's accountability. GASB anticipates a final standard expected in early 2022.
  - **Conceptual Framework** is a constant matter being looked at by GASB. Current measurement focus statements (for governmental funds) to change to near-term financial resources measurement. May dictate a period (such as 60 days) for revenue and expenditure recognition. May expense things such as supplies and prepaid assets at acquisition. Will look into which balances (at all statement levels) are measured at acquisition and which need to be re-measured at year-end. Final standard is expected in 2022.



## Comments, Recommendations, & Other Issues (Continued)

### ■ New GASB Pronouncements for Future Years (Continued)

- Other Pending or Current GASB Projects (Continued):
  - **Revenue and Expense Recognition** is another long-term project where the GASB is working to develop a comprehensive application model for recognition of revenues and expenses from non-exchange, exchange, and exchange-like transactions. The final standard is expected in 2023.
  - **Compensated Absences** is a technical topic being examined by the GASB currently due to significant changes in benefits offered by governmental employers. Current GAAP does not address certain items such as paid time off (PTO) and there is a wide divergence in practice. A final standard on this topic is expected towards the end of 2021.
  - **Prior-Period Adjustments, Accounting Changes, and Error Corrections** is a technical topic being examined by the GASB due to a wide diversity in practice regarding required presentation on the face of the financial statements, disclosures, etc. A final standard on this topic is expected in early 2022.



## Comments, Recommendations, & Other Issues (Continued)



### ■ Since March of 2009 – For Over 12 Years !!

- Mauldin & Jenkins provides free quarterly continuing education for all of our governmental clients. Topics are tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking and knowledge sharing among our governmental clients. We normally see approximately 180 people per quarter. Examples of subjects addressed in the past few quarters include:

Accounting for Debt Issuances  
Achieving Excellence in Financial Reporting  
Best Budgeting Practices, Policies and Processes  
Budget Preparation  
ACFR Preparation (two (2) day hands-on course)  
Capital Asset Accounting Processes and Controls  
Collateralization of Deposits and Investments  
Component Units  
Cybersecurity Risk Management  
Evaluating Financial and Non-Financial Health of a Govt.  
Financial Report Card – Where Does Your Govt. Stand?  
Financial Reporting Model Improvements  
GASB Nos. 74 & 75, OPEB Standards  
GASB No. 77, Tax Abatement Disclosures  
GASB No. 84, Fiduciary Activities

GASB Projects & Updates (ongoing & several sessions)  
Human Capital Management  
Grant Accounting Processes and Controls  
Internal Controls Over Accounts Payable, Payroll and  
Cash Disbursements  
Internal Controls Over Receivables & the Revenue Cycle  
IRS Issues, Primarily Payroll Matters  
Legal Considerations for Debt Issuances & Disclosures  
Policies and Procedures Manuals  
Segregation of Duties  
Single Audits for Auditees  
Special Purpose Local Option Sales Tax (SPLOST)  
Accounting, Reporting & Compliance  
Uniform Grant Reporting Requirements and the New  
Single Audit



## Comments, Recommendations, & Other Issues (Continued)



### FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS

#### FOR GOVERNMENTAL CLIENTS (Continued)

**Governmental Newsletters.** We produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers, and are not purchased from an outside agency. The newsletters are produced and delivered periodically, and are intended to keep you informed of current developments in the government finance environment.

**Communication.** In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at [pvercoe@mjcpa.com](mailto:pvercoe@mjcpa.com) (send corresponding copy to [dmoses@mjcpa.com](mailto:dmoses@mjcpa.com)), and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.







## Comments & Questions?

**We appreciate the opportunity to serve the City of Forest Park and look forward to continuing to work with the City in upcoming years!**



**File Attachments for Item:****3. Council Discussion Regarding the Renovation to an Existing Structure for Emergency Operations Center (E.O.C.) – Department of Planning & Community Development/Fire and Emergency Services****Background/History:**

Discussion to Authorize Approval to Award a Task Order to Precision Planning, Inc. (PPI) for a feasibility study and professional design services to the City of Forest Park for the renovation of an existing structure to house the Emergency Operations Center (E.O.C.). And to Authorize Approval to Award a Contract to Valentino & Associates, Inc. to provide for a legal description for the east parcel and one overall legal description to include the existing parcel where the new Public Safety Building is located. Department of Planning & Community Development/Fire and Emergency Services Department

The proposal is to renovate an existing facility located adjacent to the new Gillem Public Safety Building in Gillem Logistics. Once completed, the building will house the Emergency Operations Center (EOC). The existing facility is located on Anvil Block Rd. and consists of a load bearing block structure with steel roof framing, low slope roof and brick veneer. The renovated facility will be based on one of four floor plan design options provided by the PPI and will consist of office space, breakout conference rooms, restrooms, locker rooms with showers, breakroom, quiet room, and a large open war room. PPI shall provide preliminary design services to determine the feasibility of the project.

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Discussion Regarding the Renovation to an Existing Structure for Emergency Operations Center (E.O.C.) – Department of Planning & Community Development/Fire and Emergency Services

**Submitted By:** James Shelby

**Date Submitted:** September 6, 2022

**Work Session Date:** September 19, 2022

**Council Meeting Date:** September 19, 2022

### Background/History:

Discussion to Authorize Approval to Award a Task Order to Precision Planning, Inc. (PPI) for a feasibility study and professional design services to the City of Forest Park for the renovation of an existing structure to house the Emergency Operations Center (E.O.C.). And to Authorize Approval to Award a Contract to Valentino & Associates, Inc. to provide for a legal description for the east parcel and one overall legal description to include the existing parcel where the new Public Safety Building is located. Department of Planning & Community Development/Fire and Emergency Services Department

The proposal is to renovate an existing facility located adjacent to the new Gillem Public Safety Building in Gillem Logistics. Once completed, the building will house the Emergency Operations Center (EOC). The existing facility is located on Anvil Block Rd. and consists of a load bearing block structure with steel roof framing, low slope roof and brick veneer. The renovated facility will be based on one of four floor plan design options provided by the PPI and will consist of office space, breakout conference rooms, restrooms, locker rooms with showers, breakroom, quiet room, and a large open war room. PPI shall provide preliminary design services to determine the feasibility of the project.

\$45,220.00 Feasibility Study

**Cost:** \$ \$2,500.00 Survey

**Budgeted for:** \_\_\_\_\_ **Yes**   X   **No**

### **Financial Impact:**

No financial impact to General Funds. The funds will come from the American Rescue Plan Act

### **Action Requested from Council:**

Approval of Task Order and Survey to proceed with preliminary design services to determine feasibility of the project.



August 31, 2022

Mr. James Shelby  
Director of Planning, Building and Zoning  
City of Forest Park  
745 Forest Pkwy.  
Forest Park, GA 30297

**RE: Fire E.O.C Feasibility Study**

Precision Planning, Inc. (PPI) is pleased to submit this proposal for professional design services to the City of Forest Park (Client). This Scope of Services and Fee Proposal are based upon your request and our experience with projects of a similar scope.

**Project Understanding**

We understand that the Client wishes to renovate an existing facility located adjacent to the new Gillem Public Safety Building. Once completed, the building shall serve as an Emergency Operations Center (EOC). The existing facility located on Anvil Block Rd. consists of a load bearing block structure with steel roof framing, low slope roof and brick veneer. The renovated facility will be based on one of the four floor plan design options provided by the Client and shall consist of office space, breakout conference rooms, restrooms, locker rooms with showers, breakroom, quiet room and a large open war room. PPI shall provide preliminary design services as outlined below in order to determine the feasibility of the project.

**Scope of Work**

- I. Programming and Schematic Design
  - A. Kick-off meeting to review and confirm project scope
  - B. Site visit and review of site survey (provided by Client)
  - C. Development and submittal of Milestone Design Schedule to the Client
  - D. Evaluate existing building, including architectural, structural, mechanical, plumbing, and electrical systems and upgrades required for code compliance
  - E. Develop report of findings from existing building evaluation including recommendations for review and approval
  - F. Programming interviews with building user representatives to verify space program requirements and adjacencies—up to two (2) interviews included
  - G. Preparation and submittal of Program Document for Client review
  - H. Development of Schematic Site Plan, Schematic Floor Plan and 3D Schematic Exterior View for Client review and comment—up to two (2) revisions included
  - I. Preparation and submittal of Schematic Opinion of Probable Cost
  - J. Preparation and submittal of Final Schematic Design Package to the Client in hard copy and electronic media



Ms. LaShawn Gardiner  
 Director of Planning and Zoning  
 City of Forest Park  
 August 31, 2022  
 Page 2

### **Compensation**

PPI proposes to provide the Scope of Services listed above for the following Not to Exceed (N.T.E.) Fees:

	<u>N.T.E. FEE</u>
I. Programming and Schematic Design	\$44,220.00
<i>Reimbursable Expenses N.T.E.</i>	<i>\$ 1,000.00</i>
Total N.T.E. Fees:	\$45,220.00

PPI will invoice monthly based on actual man-hours according to the contracted Schedule of Hourly Rates, plus reimbursable expenses (printing and mileage).

### **Additional Services**

The following are additional services which may be provided and may be invoiced according to the attached Schedule of Hourly Rates:

1. Additional meetings or site visits required or requested by the Client
2. Services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
3. LEED Certification services
4. Utility Location Services
5. Land surveying
6. Offsite utility extension or pump station design
7. Permitting fees or assessments
8. Professional Renderings
9. Commissioning Services
10. FF&E Design Services
11. Construction Documents and Permitting Services
12. Procurement and Contract Administration Services

### **Exclusions and Assumptions**

1. Re-zoning or special use permits
2. Environmental engineering, i.e., wetlands, Phase I audits, stream buffer variances
3. Geotechnical, special inspections or materials testing
4. Flood studies
5. Site retaining wall design
6. Testing services including geotechnical testing, hazardous materials testing or evaluation, water testing and core sampling
7. Destructive or non-destructive testing associated with determining the structural integrity or capacity of any building system
8. Testing services associated with water intrusion and mitigation, rodent and/or termite infestation, or any in-depth evaluation or investigation of the same
9. Evaluation or testing of existing septic systems if applicable
10. Evaluation will be based on observations of currently readily accessible conditions at the time of the site visit(s) and will not include removal of, or selective demolition of any material, combination of materials, or any system components

Ms. LaShawn Gardiner  
Director of Planning and Zoning  
City of Forest Park  
August 31, 2022  
Page 3

We look forward to your acceptance of this proposal. If this proposal is acceptable, please sign below, initial each page, and return a copy to our office. Thank you for your consideration.

Sincerely,



B. Kent Snyder, RA  
Assistant Vice President



Elizabeth A. Hudson, RA  
Executive Vice President, LEED® AP

LH/KS:kb

g:\document\22\22-015\1502\forest park standby services\eoc renovation\fp fire eoc\_08-31-22.doc

c: Chief Latosha Clemons

Attachments: Standard General Conditions

Authorization given this \_\_\_\_\_ day of

\_\_\_\_\_, 2022

By: \_\_\_\_\_

Title: \_\_\_\_\_

### STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.

- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.



## Fire Station - Expansion Parcel

Glenn Valentino <[gvalentino@valentinosurvey.com](mailto:gvalentino@valentinosurvey.com)>

Fri 9/2/2022 7:48 AM

To: James Shelby <[jshelby@forestparkga.gov](mailto:jshelby@forestparkga.gov)>

Cc: Bruce Abraham <[BAbraham@forestparkga.gov](mailto:BAbraham@forestparkga.gov)>

 1 attachments (3 MB)

15-074\_FIRE-STATION.pdf;

**CAUTION:** This email originated from outside of the organization. Please use caution when interacting with this email.

Hi James:

Per your request the price to add the additional parcel the fire station and set the new property corners on the East side of the property if \$2,500.00

Provide one survey showing both tracts, the fire station parcel & additional east tract encompassing the existing pump house building. Provide a legal description for the east parcel and one overall legal description of the two parcels.

Thank You  
Glenn Valentino  
President



**Valentino & Associates, Inc**  
**Surveying & Geomatics**

4045 Orchard Rd., Suite 200  
Smyrna, Ga 30080  
[gvalentino@valentinosurvey.com](mailto:gvalentino@valentinosurvey.com)  
Bus. 770-438-0015  
Cell 770-294-9988

**File Attachments for Item:****4. Council Discussion on Entering into a Service Agreement with Lexipol – Fire & EMS Department****Background/History:**

FPPD would like to purchase an Annual Service Agreement with Lexipol that includes an annual subscription with FireRescue1 Academy. This vendor is the sole source vendor that provides Standard Operating Procedures and Fire Standards specifically for Fire Departments. It also provides a scenario-based learning platform for the fire service staff. The services are geared to keeping firefighters safe, reduce liability, improve policy understanding, enhance accountability and following best practices.

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion on Lexipol Master Service Agreement– Fire & EMS Department

**Submitted By:** Sandra Davis on behalf of Chief Latosha Clemons

**Date Submitted:** September 9, 2022

**Work Session Date:** September 19, 2022

**Council Meeting Date:** September 19, 2022

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**Background/History:**

FPFD would like to purchase an Annual Service Agreement with Lexipol that includes an annual subscription with FireRescue1 Academy. This vendor is the sole source vendor that provides Standard Operating Procedures and Fire Standards specifically for Fire Departments. It also provides a scenario-based learning platform for the fire service staff. The services are geared to keeping firefighters safe, reduce liability, improve policy understanding, enhance accountability and following best practices.

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**Cost:** \$ 32,000.00

**Budgeted for:** ☒ Yes ☐ No

**Financial Impact:** 300-61-3510-54-2502

This is budgeted for capital expense under Contractual Services (300-61-3510-54-2502)

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**Action Requested from Council:**

Approval from Council to purchase.

# GEORGIA

## FIRE POLICY + TRAINING



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## Rapid Intervention/Two-In Two-Out

### 303.1 PURPOSE AND SCOPE

The purpose of this policy is to increase firefighter safety by implementing procedures for safeguarding and rescuing firefighters who are operating in environments that are immediately dangerous to life and health (IDLH).

This policy applies to all members assigned to an incident and is designed to ensure immediate assistance for members who become lost, trapped or injured by adhering to the two-in/two-out standard and designating rapid intervention teams (RITs).

#### 303.1.1 DEFINITIONS

Definitions related to this policy include:

**Immediately dangerous to life and health (IDLH)** - Any atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects or would impair an individual's ability to escape from a dangerous atmosphere. Interior atmospheric conditions at structure fires beyond the incipient stage are considered IDLH, as are a variety of rescue types.

**Initial rapid intervention team (IRIT)** - A team of at least two members located outside the IDLH atmosphere to initially monitor and provide emergency rescue for responders until a larger, more formalized rapid intervention team (RIT) is created. One of the two members may be assigned to an additional role, as long as the individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any firefighter at the incident. An IRIT is also known as two-in/two-out.

**Mayday** - The nationally adopted "call for help" term used to indicate that an emergency responder is in a situation of imminent peril where he/she is in need of immediate help.

**Rapid intervention team (RIT)** - A formalized designated team of individuals or companies whose sole function is to prepare, monitor and provide for effective emergency rescue of responders in IDLH atmospheres.

### 303.2 POLICY

It is the policy of the Georgia State Master Fire Department to ensure that adequate personnel are on-scene before interior operations begin in any IDLH environment. However, nothing in this policy is meant to preclude firefighters from performing emergency rescue activities before an entire team has assembled.

### 303.3 PRE-DEPLOYMENT

Prior to initiating any fire attack in any IDLH environment with no confirmed rescue in progress, members should ensure that there are sufficient resources on-scene to establish two-in/two-out procedures (29 CFR 1910.134(g)(4)).

*Rapid Intervention/Two-In Two-Out*

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- (a) Members should ensure that at least two firefighters using self-contained breathing apparatus (SCBA) enter the IDLH environment and remain in voice or visual contact with one another at all times.
- (b) At least two additional firefighters should be located outside the IDLH environment.
  - 1. One of the two outside firefighters may be assigned to an additional role so long as the individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any firefighter working at the incident.

**303.4 INITIAL DEPLOYMENT**

During the initial phase of an incident, confirmed rescues should take priority. When a confirmed rescue is identified during the initial phase of an incident, emergency rescue activities may be performed before a designated IRIT has assembled.

All members operating in IDLH environments should be tracked and accounted for at all times, except when it would preclude firefighters from performing emergency rescue activities during the initial phase of the incident.

**303.5 RIT DUTIES**

The RIT should be assembled from resources at the scene, whose sole function is to prepare for, monitor and provide effective emergency rescue for responders.

- (a) To the extent possible, visual and voice communication should be maintained between those working in the IDLH environment and the RIT outside the IDLH environment.
- (b) RIT members should not be involved in any other duties that divert attention or resources away from their primary mission of responder rescue.
- (c) Additional companies may be assigned to the RIT as conditions warrant. For large incidents with multiple points of entry, multiple RITs should be considered.

**303.6 EMERGENCY DEPLOYMENT OF A RIT**

When a Mayday firefighter-down or firefighter-missing broadcast is transmitted, all non-emergency radio traffic should be cleared from the radio channels that the missing or trapped firefighter is using. Non-affected personnel should switch to other tactical frequencies. At least two individuals should be dedicated solely to monitoring the tactical channel. One person should be responsible for gathering information on the identity, location and condition of the trapped or missing firefighter, while the second person should communicate with the trapped or missing firefighter and offer support on the tactical channel.

For an emergency deployment of a RIT, a Rescue Group Supervisor position should be activated to coordinate the rescue as well as any fire activities in support of the rescue effort. Other divisions and groups may support the Rescue Group Supervisor's efforts by diverting fire spread through horizontal or vertical ventilation to draw fire away from the affected rescue areas and by placing hose streams to check fire spread and protect rescue efforts.



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## Lexipol Policy Manual

Item #4.

### *Rapid Intervention/Two-In Two-Out*

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The RIT supervisor should notify the Rescue Group Supervisor before making entry for emergency rescue. The Rescue Group Supervisor should provide any assistance that is appropriate to the situation. Additional resources should be ordered as needed, including additional RITs, medical treatment and transportation groups or other organizational elements.

# Personal Protective Equipment

## 912.1 PURPOSE AND SCOPE

The purpose of this policy is to reasonably protect Georgia State Master Fire Department members by providing and maintaining, at no cost to the member, personal protective equipment (PPE), safety devices and safeguards for workplace activities. PPE information related to patient care is found in the Communicable Diseases Policy.

## 912.2 POLICY

It is the policy of the Georgia State Master Fire Department to provide PPE and safeguards of the proper type, design, strength and quality needed to reasonably eliminate, preclude or mitigate a hazard.

The Georgia State Master Fire Department shall also establish a written maintenance, repair, servicing and inspection program for protective clothing and equipment to reduce the safety and health risks associated with improper selection, poor maintenance, inadequate care, excess wear and improper use of PPE.

## 912.3 PPE STANDARDS AND REQUIREMENTS

The Department will provide approved PPE that is appropriate for the hazard to members who are located in a workplace where there is a risk of injury. Members shall be expected to wear the PPE any time there is a risk of exposure to a hazard. PPE shall include all of the following guidelines, requirements and standards (29 CFR 1910.132):

- (a) The PPE provided shall minimally meet the standards approved by the American National Standards Institute (ANSI) or other recognized authority.
- (b) When no authoritative standard exists for PPE or a safety device, the use of such equipment shall be subject to inspection and acceptance or rejection by the Battalion Chief in charge of the Division where the equipment will be used.
- (c) PPE shall be distinctly marked so as to facilitate easy identification of the manufacturer.
- (d) The Training Captain shall ensure that the member is properly instructed and uses PPE in accordance with the manufacturer's instructions.
- (e) The Department shall ensure that all PPE, whether provided by the Department or the member, complies with the applicable state standards.
- (f) Members are responsible for maintaining their assigned PPE in a safe and sanitary condition.
- (g) Supervisors are responsible for ensuring that all PPE is maintained in a safe and sanitary condition.
- (h) PPE shall be of such design, fit and durability as to provide adequate protection against the hazards for which they are designed.

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- (i) PPE shall be reasonably comfortable and shall not unduly encumber member movements that are necessary to perform work.

**912.3.1 HEAD PROTECTION**

Members working in locations where there is a risk of head injuries from flying or falling objects and/or electric shock and burns shall wear an approved protective helmet. Each protective helmet shall bear the original marking required by the ANSI standard under which it was approved. At a minimum, the marking shall identify the manufacturer, the ANSI designated standard number and date, and the ANSI designated class of helmet. Where there is a risk of injury from hair entanglements in moving parts of machinery, combustibles or toxic contaminants, members shall confine their hair to eliminate the hazard (29 CFR 1910.135).

**912.3.2 FACE AND EYE PROTECTION**

Members working in locations where there is a risk of eye injuries, such as punctures, abrasions, contusions or burns from contact with flying particles, hazardous substances, projectiles or injurious light rays that are inherent in the work or environment, shall be safeguarded by means of face or eye protection. Suitable screens or shields isolating the hazardous exposure may be considered adequate safeguarding for nearby members. The Department shall provide and require that members wear approved face and eye protection suitable for the hazard and in accordance with previously cited national standards (29 CFR 1910.133).

**912.3.3 BODY PROTECTION**

Body protection may be required for members whose work exposes parts of their bodies that are not otherwise protected from hazardous or flying substances or objects. Clothing appropriate for the work being done shall be worn. Loose sleeves, tails, ties, lapels, cuffs or other loose clothing that can be entangled in moving machinery shall not be worn. Clothing saturated with flammable liquids, corrosive substances, irritants or oxidizing agents shall either be removed and not worn until properly cleaned, or shall be destroyed (29 CFR 1910.132).

**912.3.4 HAND PROTECTION**

Hand protection shall be required for members whose work involves unusual and excessive exposure of hands to cuts, burns, harmful physical or chemical agents or radioactive materials that are encountered and capable of causing injury or impairment.

Hand protection (e.g., gloves) shall not be worn where there is a danger of the hand protection becoming entangled in moving machinery or materials. Use of hand protection around smooth-surfaced rotating equipment does not constitute an entanglement hazard if it is unlikely that the hand protection will be drawn into the danger zone.

Wristwatches, rings or other jewelry should not be worn while working with or around machinery with moving parts in which such objects may be caught or around electrical equipment (29 CFR 1910.138).

## *Personal Protective Equipment*

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### 912.3.5 FOOT PROTECTION

Appropriate foot protection shall be required for members who are exposed to foot injuries from electrical hazards; hot, corrosive or poisonous substances; falling objects; or crushing or penetrating actions, or who are required to work in abnormally wet locations. Footwear that is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries shall not be worn. Footwear shall be appropriate for the hazard and shall comply with recognized national standards (29 CFR 1910.136).

### 912.4 SELECTION, CARE AND MAINTENANCE OF PPE

PPE exists to provide the member with an envelope of protection from multiple hazards and repeated exposures. For structural firefighting, PPE is a system of components designed to work as an ensemble. Typical firefighting PPE consists of a hood, helmet, jacket, trousers, gloves, wristlets and footwear. A program for selection, care and maintenance of PPE consists of the following.

#### 912.4.1 SELECTION

The PPE selection process should be conducted through a labor-management committee utilizing members from labor and representatives from management.

Prior to procurement, a risk assessment may be performed to include expected hazards, frequency of use, past experiences, geographic location and climatic conditions. The selection process should evaluate comparative information on all ensemble elements to ensure they will interface and perform based on the risk assessment. The process should consider the following:

- (a) PPE performance expectations, to include thermal and physiological effects
- (b) Style and design for user comfort and wear performance
- (c) Construction for quality, durability and garment life
- (d) Manufacturer ability to meet performance demand requirements, technical information, service, warranty and customer support needs

#### 912.4.2 INSPECTION

There are two primary types of PPE inspection:

**Routine inspection** - Each firefighter shall conduct a routine inspection of his/her issued PPE each time the elements are exposed or are suspected of having been exposed to damage or contamination.

- (a) Coat, trouser, gloves and hood should be checked for the following:
  - 1. Soiling
  - 2. Contamination from hazardous materials or biological agents
  - 3. Physical damage, such as:
    - (a) Rips, tears and cuts
    - (b) Damaged/missing hardware and closure systems

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- (c) Thermal damage, such as charring, burn holes and melting
  - (d) Damaged or missing reflective trim
  - (e) Shrinkage
  - (f) Loss of elasticity or flexibility at openings
- (b) Helmets should be checked for the following:
  - 1. Soiling
  - 2. Contamination from hazardous materials or biological agents
  - 3. Physical damage to the shell, such as:
    - (a) Cracks, crazing (small cracks), dents and abrasions
    - (b) Thermal damage to the shell, such as bubbling, soft spots, warping or discoloration
  - 4. Physical damage to ear flaps, such as:
    - (a) Rips, tears and cuts
    - (b) Thermal damage, such as charring, burn holes and melting
  - 5. Damaged or missing components of suspension and retention systems
  - 6. Damaged or missing components of the goggle system including:
    - (a) Discoloration
    - (b) Crazing (small cracks)
    - (c) Scratches to goggle lens, limiting visibility
  - 7. Damaged or missing reflective trim
- (c) Footwear should be checked for the following:
  - 1. Soiling
  - 2. Contamination from hazardous materials or biological agents
  - 3. Physical damage, such as:
    - (a) Cuts, tears and punctures
    - (b) Thermal damage, such as charring, burn holes and melting
    - (c) Exposed or deformed steel toe, steel midsole and shank
    - (d) Loss of water resistance

**Advanced inspection** - Advanced inspection of PPE ensembles and elements shall be conducted a minimum of every 12 months or whenever routine inspections indicate a problem may exist.

Advanced inspections shall only be conducted by trained and certified members or a manufacturer-approved vendor certified to conduct advanced inspections. All findings from advanced inspections shall be documented on an inspection form. Universal precautions shall

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be observed, as appropriate, when handling elements. Advanced inspections shall include, at a minimum, the inspection criteria outlined in the NFPA.

### 912.4.3 CLEANING AND DECONTAMINATION

The following rules and restrictions shall apply to the cleaning and decontamination of PPE:

- (a) Soiled and contaminated PPE elements shall not be taken home, washed in the home or washed in public laundries unless the business is dedicated to handling firefighting protective clothing.
- (b) Commercial dry cleaning shall not be used.
- (c) The Department will examine the manufacturer's label and user information for specific cleaning instructions.
- (d) Chlorine bleach or chlorinated solvents shall not be used to clean or decontaminate PPE elements.
- (e) Scrubbing or spraying with high-velocity water jets, such as a power washer, shall not be used.
- (f) All contract cleaning or decontamination businesses shall demonstrate procedures for cleaning and decontamination that do not compromise the performance of PPE ensembles and elements. Department standards identify and define three primary types of cleaning: routine, advanced and specialized.
  - 1. **Routine cleaning** - After each use, any elements that are soiled shall receive routine cleaning. It is the firefighter's responsibility to routinely clean his/her PPE ensemble or elements using the following process:
    - (a) When possible, initiate cleaning at the incident scene.
    - (b) Brush off any dry debris.
    - (c) Gently rinse off debris with a water hose.
    - (d) If necessary, scrub gently with a soft bristle brush and rinse off again if necessary. Spot clean utilizing a utility sink.
    - (e) Inspect for soiling and contamination and repeat the process if necessary.
    - (f) All elements shall be air-dried in an area with good ventilation. Do not dry in direct sunlight or use a machine dryer.
  - 2. **Advanced cleaning** - Should routine cleaning fail to render the elements clean enough to be returned to service, advanced cleaning is required. In addition, elements that have been issued, used and soiled shall undergo advanced cleaning every six months, at a minimum.
    - (a) The department's Health and Safety Officer (HSO) shall manage all advanced cleaning utilizing a qualified contract cleaner.
    - (b) Advanced cleaning will be coordinated with the HSO by either the crew or by the individual. Loaner PPE will be provided for any member scheduled to work.



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- (c) Station laundering machines shall not be used to clean PPE elements.
- 3. **Specialized cleaning** - PPE elements that are contaminated with hazardous materials or biological agents shall undergo specialized cleaning as necessary to remove the specific contaminants.
  - (a) The PPE elements that are contaminated or suspected to be contaminated shall be isolated, tagged, bagged and removed from service until they undergo specialized cleaning to remove the specific contaminant. All bagged PPE shall include the member's name, company and shift. Universal precautions shall be observed when handling known or suspected contaminated PPE elements. For more information on decontamination of PPE after exposure, refer to the Communicable Diseases Policy.
  - (b) The department's HSO shall manage all specialized cleaning and will utilize a qualified contract cleaner. The Department, if possible, shall identify the suspected contaminant and consult the manufacturer for an appropriate decontamination agent and process.

**912.4.4 REPAIR OF PPE**

The department's HSO shall manage all PPE repairs utilizing a manufacturer-recognized repair facility. All elements shall be subject to an advanced or specialized cleaning before any repair work is done. Loaner PPE is available to members while repairs are being made.

**912.4.5 ISSUING PPE**

All PPE ensembles or elements shall be issued through the department's HSO. All fittings shall be completed by the HSO and/or by a manufacturer's representative.

- Members shall only use department-issued PPE.
- Members shall minimize the public's exposure to soiled or contaminated PPE and avoid wearing PPE to non-fire related emergencies.
- Members shall not wear PPE inside station living quarters or other department facilities.

**912.4.6 STORAGE OF PPE**

The parameters for the storage of all PPE ensembles or elements include the following:

- (a) PPE shall not be stored in direct sunlight or exposed to direct sunlight when it is not being worn.
- (b) PPE shall be clean, dry and well ventilated before storage.
- (c) PPE shall not be stored in airtight containers unless the container is new and unused.
- (d) PPE shall not be stored at temperatures below 40 degrees F or above 180 degrees F.
- (e) PPE shall be stored in a protective case or bag to prevent damage if stored in compartments or trunks.

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- (f) PPE shall not be subjected to sharp objects, tools or other equipment that could damage the ensemble or elements.
- (g) PPE shall not be stored inside living quarters or with personal belongings, or taken or transported within the passenger compartment of personal vehicles unless it is stored in a protective case or bag.
- (h) PPE shall not be stored in contact with hydraulic fluids, solvents, hydrocarbons, hydrocarbon vapors or other contaminants.

#### 912.4.7 PPE TRAINING

The Training Captain shall be responsible for the following:

- (a) Upon issue, all members shall be provided training on this policy along with the manufacturer's written instructions on the care, use and maintenance of their PPE, including any warnings issued by the manufacturer.
- (b) New firefighters shall receive training in the care, use and maintenance of their PPE before participating in live fire training or operations. All other firefighters shall receive training as needed when PPE ensembles or elements are upgraded or changed.

#### 912.4.8 PPE RECORD KEEPING

The Department shall maintain or require contracted vendors to maintain records on all structural firefighting ensembles or elements to include:

- (a) The name of the member to whom the element is issued.
- (b) The date and condition of the element when issued.
- (c) The manufacturer, model name or design.
- (d) The manufacturer's identification number, lot number or serial number.
- (e) The month and year of manufacture.
- (f) The dates and findings of all advanced inspections.
- (g) The dates of advanced cleaning, specialized cleaning or decontamination, and by whom it was performed.
- (h) The date of any repairs, the person who repaired the PPE and a brief description of the repair.
- (i) The date the element was removed from service (retirement).
- (j) The date and method the element was disposed.

#### 912.4.9 PPE RETIREMENT

All PPE ensembles and elements that are worn or damaged to the extent that the Department deems that it is not possible or cost effective to repair shall be retired. All PPE ensembles and

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elements that are no longer useful for emergency operations but are not contaminated, defective or damaged shall be retired.

Retired PPE ensembles and elements shall be destroyed or disposed of by the Department in a manner ensuring that they will not be used in any firefighting or emergency activities, including training. Retired PPE may only be used for training when that training does not include live fire. Any PPE used for training shall be clearly marked: "Training only. No live fire."

#### 912.4.10 SPECIAL INCIDENT PROCEDURE

If any member of the Georgia State Master Fire Department suffers a serious injury or death while wearing PPE, the following procedure should be followed:

- (a) The PPE will immediately be removed from service.
- (b) Custody of the PPE will be maintained by the Fire Chief or the authorized designee, and the PPE shall be kept in a secure location with controlled, documented access.
- (c) All PPE shall be non-destructively tagged and stored only in paper or cardboard containers to prevent further degradation or damage. Plastic airtight containers shall not be used.
- (d) The PPE shall be made available to the department's investigation team (see the Line-of-Duty Death and Serious Injury Investigations Policy) or outside experts as approved by the Fire Chief or the authorized designee, to determine the condition of the PPE.
- (e) The Fire Chief or the authorized designee shall determine the retention period for storage of the PPE.

## Daily Training Bulletins

### Better Policy Understanding in Just Minutes a Day

Even the best policy manual isn't effective if it's not backed by ongoing training. Yet too often, public safety agencies merely ask personnel to acknowledge policies; they don't train on them. This creates risk for personnel and vulnerability for the agency.

Lexipol's Daily Training Bulletins use a proven system of solid, realistic, ongoing and verifiable training to help personnel learn to apply policies and improve their ability to make well-reasoned decisions. These brief, scenario-based lessons provide a convenient way to enhance your members' policy understanding. Each Daily Training Bulletin takes just a few minutes to complete and includes a test question to measure comprehension.

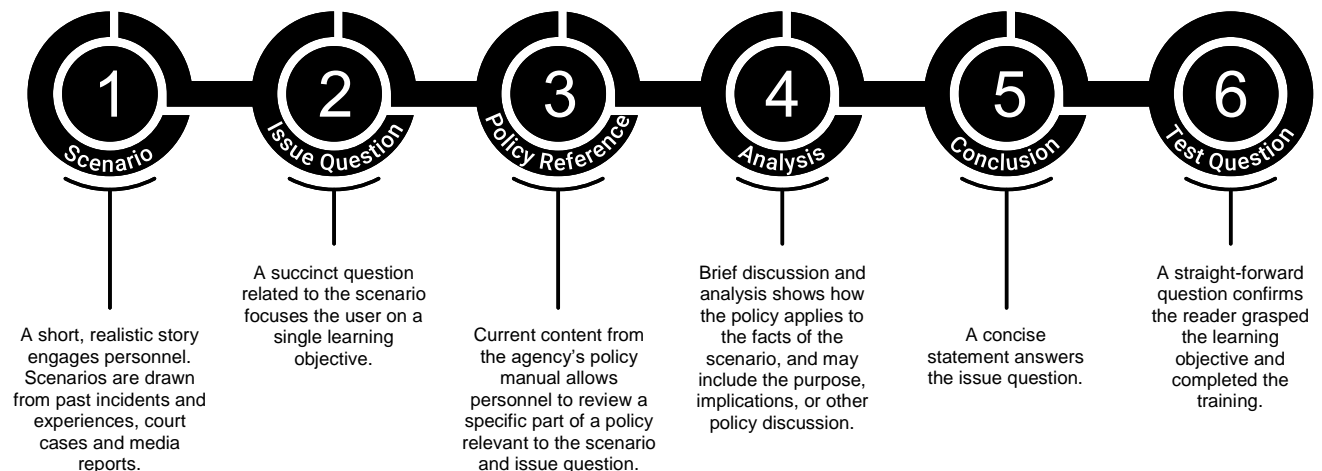
### Training Designed to Protect

Lexipol's Daily Training Bulletins cover many aspects of your policy manual, with a focus on high-risk, low-frequency events – the incidents that pose the most risk to your personnel. Daily Training Bulletins are written by public safety experts and use news stories, industry reports, and court cases as inspiration to create realistic, relatable scenarios.

Each month, you'll receive a package of Daily Training Bulletins to review and issue to your members. Using Lexipol's online platform, you can:

- Customize and edit the training bulletins to reflect agency-specific practices
- Determine when you want your personnel to complete training and how many training bulletins you want to issue
- Tailor training so specific groups are assigned to complete only the bulletins applicable to them
- Generate reports that track completion of training
- Create custom training bulletins, or group bulletins into special-focus training packages

### Anatomy of a Daily Training Bulletin



---

## Rapid Intervention - Two-In Two-Out

**Topic:** General Operations

**DTB Date:**

**SCENARIO:**

You and your crew are the only firefighters on-scene at a three-story apartment complex fire. The fire is in two units on the first floor. You are preparing to advance a hoseline to the location of the fire when you hear someone yelling above you. You look up. A woman is leaning her head out of a window and pleading for you to rescue her. The fire has almost reached her apartment.

Captain Frank Johnson says to you, "You and Firefighter Maru Lopez grab a ladder and rescue her, and I'll try to knock down the fire."

**ISSUE:** Can you perform this rescue before an initial rapid intervention team (IRIT) has assembled?

---

**REFER:**

303.1.1 DEFINITIONS

Definitions related to this policy include:

**Immediately dangerous to life and health (IDLH)** - Any atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects or would impair an individual's ability to escape from a dangerous atmosphere. Interior atmospheric conditions at structure fires beyond the incipient stage are considered IDLH, as are a variety of rescue types.

**Initial rapid intervention team (IRIT)** - A team of at least two members located outside the IDLH atmosphere to initially monitor and provide emergency rescue for responders until a larger, more formalized rapid intervention team (RIT) is created. One of the two members may be assigned to an additional role, as long as the individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any [firefighter] at the incident. An IRIT is also known as two-in/two-out.

**Mayday** - The nationally adopted "call for help" term used to indicate that an emergency responder is in a situation of imminent peril where he/she is in need of immediate help.

**Rapid intervention team (RIT)** - A formalized designated team of individuals or companies whose sole function is to prepare, monitor and provide for effective emergency rescue of responders in IDLH atmospheres.

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### 303.4 INITIAL DEPLOYMENT

During the initial phase of an incident, confirmed rescues should take priority. When a confirmed rescue is identified during the initial phase of an incident, emergency rescue activities may be performed before a designated IRIT has assembled.

All members operating in IDLH environments should be tracked and accounted for at all times, except when it would preclude [firefighter]s from performing emergency rescue activities during the initial phase of the incident.

---

#### **ANALYSIS:**

Adequate staffing is critical to ensure that sufficient resources are available to perform emergency operations safely. An IRIT of two members can provide rescue for responders if needed during initial operations. A confirmed rescue may require immediate action before an IRIT has been assembled. A confirmed rescue is a priority and should be performed as soon as possible. If a rescue operation is performed before an IRIT can be assembled, an IRIT should be assembled as soon as possible. The IRIT should support the rescue operation and be prepared to rescue those performing the rescue operation, if needed.

#### **CONCLUSION:**

The confirmed rescue is a priority and should be performed as soon as possible even if it occurs before an IRIT can be assembled. If this occurs, establishing an IRIT as soon as possible will ensure a rescue team is available for responders if needed.

#### **QUESTION:**

During the initial phase of an incident, an IRIT must be assembled before a confirmed rescue can be performed.

#### **ANSWERS:**

- (a) True
- (b) False

#### **CORRECT ANSWER:**

False



# REDUCE RISK WITH BEST PRACTICE PROCEDURES

## Do Your Operations Reflect Best Practices?

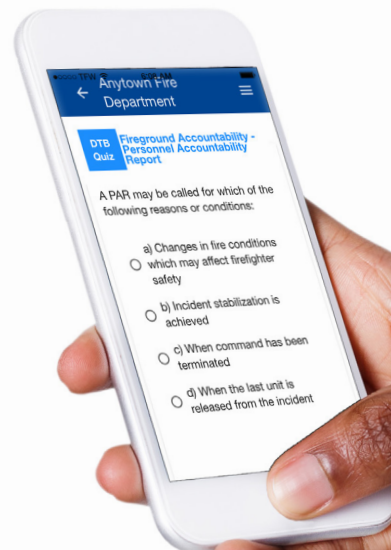
The causes of fire department lawsuits and firefighter line-of-duty deaths and injuries are well documented. Yet there continues to be significant variation in the way fire departments operate, sometimes even among stations and shifts. That puts firefighters at physical risk and leaves departments vulnerable to losses and liability.

## Take Your Organization To The Next Level

Lexipol's fire service experts have researched incidents that contribute to adverse outcomes in the fire service, such as firefighter injuries and deaths as well as lawsuits and grievances. Using LODD and near-miss reports, the latest fire behavior research, and in-depth legal analysis, we created a set of procedures that bring critical tactical and administrative operations into accordance with best practices.

Lexipol's Fire Procedures package provides:

- Command-level procedures that emphasize essential actions for the critical first minutes of an incident
- Administrative procedures that clarify key steps in handling high-risk tasks such as conducting investigations & purchasing
- Visual decision trees & checklists to help ensure important steps aren't missed
- Scenario-based training to help firefighters apply procedures
- Electronic procedural issuance & acknowledgment tracking
- 24/7 access to your procedures via a web-based platform & mobile app



## Experience The Benefits Of Lexipol's Fire Procedures



### Keep your firefighters safe

Operational procedures target the tactics and situations most likely to lead to firefighter injury and death



### Achieve organizational excellence

Comprehensive checklists and decision trees help your personnel deliver the service your community expects



### Improve standardization

Easily accessible procedures, linked with policies and training, build shared expectations



### Enhance accountability

Reporting features let you track procedure acknowledgment and training of staff



### Reduce risk

Clear guidance helps command staff address personnel issues consistently and without bias, while financial checks and balances reduce fraud and theft



### Reinforce hands-on training

Scenario-based training supplements field training with quick drills that can be completed on a smartphone or tablet

## Procedures Designed To Support Safe, Effective Operations and Management

35+ procedures covering high-risk areas, including:

- Mayday
- Fireground operations
- On-scene rehab
- Personnel complaints
- Discipline
- Hiring, promotions and firing
- Civil unrest
- Apparatus driving safety
- Purchasing

## Trusted By More Than 3,000 Public Safety Agencies In 35 States



*"We now have the best set of policies and procedures since I've been here. They make more sense and we can easily update and change them as needed."*

**Chief David Lincoln**  
Leander (TX) Fire Department



*"Because Lexipol policies are based on best practices, it's helping us demonstrate to our personnel that this is the way we should be functioning from a legal standpoint, an organizational excellence standpoint. I think that's one of the most powerful aspects of Lexipol—helping bring the department up to industry standards."*

**Captain Brad Newbury**  
Stoughton (MA) Fire Department





# ENHANCE SAFETY & ACCOUNTABILITY WITH PROVEN POLICIES

## Are Your Policies Putting You At Risk?

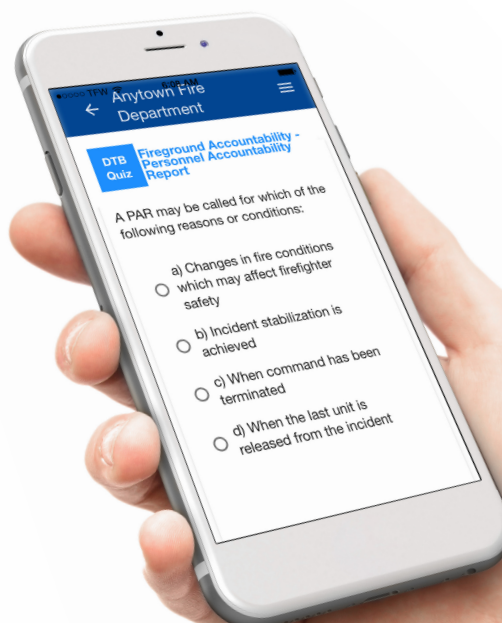
Fire service leaders face the simultaneous challenges of protecting the community and protecting their personnel—while also striving to improve efficiency and operational excellence.

Comprehensive, up-to-date policies build a foundation for meeting these challenges. But many fire departments operate with inconsistent, out-of-date or incomplete policies. That can increase your department's chances of experiencing an adverse event—and the potential for significant legal liability.

## Achieve Peace Of Mind With Lexipol

Lexipol's Fire Policies and Training solution provides:

- State-specific policies vetted by fire service professionals and public safety attorneys
- Updates in response to legislation, case law and evolving best practices
- Scenario-based training to bring policies to life
- 24/7 access to your policies via a web-based platform and mobile app



## Experience The Benefits Of Lexipol's Fire Services



### Keep your firefighters safe

Easy-to-understand policies and training create the foundation for consistent, safe operations



### Reduce liability

Policies that reflect federal and state laws and fire service best practices provide a strong legal defense



### Improve policy understanding

Daily scenario-based training helps your firefighters learn and apply your policies



### Save time and money

Comprehensive, continuously updated policy content means you'll spend fewer resources on creating and maintaining your policies



### Improve access to policy content

Your policy content is available anytime, anywhere through an online platform and mobile app



### Enhance accountability

Reporting features let you track policy acknowledgment and training

## Policies Designed To Protect

165+ policies covering high-risk areas for your department, including:

- Incident command
- Fireground accountability
- Physical fitness
- Personal protective equipment
- Social media
- HIPAA
- Harassment, discrimination & retaliation
- Active-shooter incidents
- Technical rescue
- Apparatus/vehicle operations

## Trusted By More Than 3,000 Public Safety Agencies In 35 States



*"Lexipol serves three purposes: One, it protects citizens by giving us vetted guidelines to follow. Two, it protects firefighters because in court, they can show that they follow guidelines. And three, as long as we follow the policies, it protects the city's assets."*

**Chief Bob Watson**  
Borger (TX) Fire Department



*"When my firefighters ask, 'Who wrote this?' I can say it's not some lawyer who's just trying to make a buck and doesn't care about you. [Lexipol co-founder] Gordon Graham and [Lexipol consultant] Billy Goldfeder are vested in the fire service, in risk management. As soon as the members know this is coming from them, they buy in."*

**Chief Jeffrey Pilz**  
Hillside (IL) Fire Department

# ACCELERATE YOUR NEW POLICY SOLUTION

## Assistance Tailored For Your Agency

You're committed to adopting a new policy manual. But are you prepared?

A policy rewrite and update project requires dedicated time and effort. You'll be faced with difficult questions about your current policies and procedures, and you'll need to conduct a critical analysis of every aspect of your operations.

At the same time, adopting and customizing new policies is an opportunity to bring your personnel together around a shared vision, and redefine your organizational culture.

You want to get it right. But many departments can't do it alone.

## Optimize Your Policy Investment

Lexipol's Professional Services provide:

- Flexible policy customization assistance designed to fit your specific needs
- Guidance from policy consultants who average 30 years of experience in public safety
- A proven structure of policy review & approval developed from our experience with more than 575 implementation projects
- Project management assistance to help you meet your timeline & avoid common policy adoption pitfalls

### **5X FASTER**

Customers who take advantage of our help typically complete their manuals 5 times faster than those who go it alone.

With Lexipol Professional Services, you'll:

- Spend less time and fewer resources on policy review and customization
- Avoid the frustration of making foreseeable mistakes and having to redo work
- Benefit from efficient project management strategies
- Lay a foundation for policy consistency and accountability



# Lexipol's Professional Services Options Include:



## Policy Cross-Reference

An annotated analysis of your existing policies against the Lexipol master content, identifying gaps in your current policies and agency-specific content you'll want to retain.



## Implementation Policy Tiers

Benefit from our proven, systematic approach to implementing policies. Each tier represents about 20% of the manual and includes one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively. Choose one or more tiers to jumpstart your new manual or combine all five for the quickest implementation.

**Tier 1 – High-Risk Policies:** Foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents.

**Tier 2 – High-Liability Policies:** Policies that relate to common day-to-day calls for service that have a higher level of potential liability.

**Tier 3 – Daily Operations Policies:** Policies needed for orderly daily operations of your organization.

**Tier 4 – Defensibility Policies:** Policies essential to agency and agency member defensibility, including civil liability-related topics.

**Tier 5 – Operational Consistency Policies:** Policies needed to ensure operational consistency across your organization.



## Full Policy Implementation

Start-to-finish, comprehensive policy adoption assistance, including the Policy Cross-Reference and collaborative implementation of Tiers 1-5. We work hand-in-hand with you to meet your agency's unique needs, philosophy and project timeline.

## Not sure what service is right for your agency?

Lexipol can develop an implementation package to fit your budget and time constraints.

## What Our Customers Are Saying:



*"Departments should recognize their limitations and realize that they likely don't have the resources to do it on their own. Implementation Services is key to getting it done."*

**Major Jeff Fox**  
Vigo County (IN) Sheriff's Office



*"A lot of departments are operating in a black hole when it comes to the policy review process. Lexipol has it figured out; they have great tools they can give you. Chiefs don't have to reinvent the wheel; they can just follow the step-by-step process."*

**Assistant Chief Scott Neal**  
Bullhead City (AZ) Fire Department



# IMPLEMENTATION POLICY TIERS

## FIRE & RESCUE

Lexipol's Implementation Policy Tiers provide a proven, systematic approach to implementing policies. Each tier represents about 20% of the manual and includes one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively. Choose one or more tiers to jumpstart your new manual or combine all five for maximum efficiency.

### TIER 1 - HIGH-RISK POLICIES

Foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents.

- Mission Statement
- Philosophy and Goals
- Firefighter Code of Ethics
- Fire Service Authority
- Chief Executive Officer
- Oath of Office
- Policy Manual
- Organizational Structure
- Interim Directives
- Electronic Mail
- Administrative Communications
- Minimum Staffing Levels
- Incident Management
- Fireground Accountability
- Rapid Intervention/Two-In Two-Out
- Response Time Standards
- Performance of Duties
- Line-of-Duty Death & Serious Injury Investigations
- Information Technology Use
- Photography & Electronic Imaging
- Illness and Injury Prevention Program
- Conduct and Behavior
- Personal Appearance Standards
- Work-Related Illness and Injury Reporting
- Temporary Modified-Duty Assignments
- Return to Work
- Member Speech, Expression & Social Networking



**TIER 2 - HIGH-LIABILITY POLICIES**

Policies that relate to common day-to-day calls for service that have a higher level of potential liability.

- Liability Claims
- Post-Incident Analysis
- Annual Planning Master Calendar
- Emergency Response
- Tactical Withdrawal
- Atmospheric Monitoring for Carbon Monoxide
- Duty Firearms and Use of Force
- Fire Inspections
- Permits
- Fire Investigations
- Code Enforcement
- Pre-Hospital Care Reports
- Patient Refusal of Pre-Hospital Care
- Advance Health Care Directives
- Controlled Substance Accountability
- Training Records
- Personal Communication Devices
- Non-Official Use of Department Property
- Records Management
- Release of Records
- Subpoenas and Court Appearances
- Patient Medical Record Security and Privacy
- Occupational Safety and Health Inspections
- Notification of Illness, Injury or Death
- Personal Protective Equipment
- Hazardous Energy Control
- Personal Firearms
- Discriminatory Harassment
- Workplace Violence
- Smoking and Tobacco Use
- Drug- and Alcohol-Free Workplace
- Nepotism and Conflicting Relationships
- Anti-Retaliation

**TIER 3 - DAILY OPERATIONS POLICIES**

Policies needed for orderly daily operations of your organization.

- Emergency Action Plan and Fire Prevention Plan
- Training Policy
- Conflict of Interest
- Solicitation of Funds
- Safely Surrendered Baby Law
- News Media and Community Relations
- Child Abuse
- Disposition of Valuables
- Adult Abuse
- Traffic Collisions
- Community Volunteer Program
- Ride-Along Program
- Fire Apparatus Driver/Operator Training
- CPR and Automated External Defibrillator Training
- Vehicle & Apparatus Inspections, Testing, Repair & Maintenance
- Communicable Diseases
- Soft Body Armor
- Respiratory Protection Program
- Personal Alarm Devices
- Hazard Communication
- Reporting for Duty
- Personnel Complaints
- Personnel Records
- Grievance Procedure
- Critical Incident Stress Debriefing
- Uniform Regulations
- Badges
- Identification Cards
- Release of HIPAA-Protected Information
- Line-of-Duty Death
- Line-of-Duty Death and Serious Injury Notification
- Family and Medical Leave
- Military Leave
- Driver License Requirements
- DOT Drug and Alcohol Testing

**TIER 4 - DEFENSIBILITY POLICIES**

Policies essential to agency and agency member defensibility, including civil liability-related topics.

- Aircraft Operations
- Staging
- High-Rise Incident Management
- Alternative Materials & Methods Requests
- Community Fire Station Visitation Program
- Fireworks Displays
- Maximum Occupancy - Overcrowding
- Juvenile Firesetter Referrals
- Fire Watch Services
- Medical Supplies
- Communicable Disease Training Program
- Emergency Action Plan & Fire Prevention Plan Training
- Hazard Communication Program Training
- Hazardous Materials (HAZMAT) Training
- Hearing Conservation & Noise Control Training
- Heat Illness Prevention Training
- Health Insurance Portability & Accountability Act (HIPAA) Training
- National Incident Management System (NIMS) Training
- Repetitive Motion Injuries & Ergonomics Training
- Respiratory Protection Training
- Wildland Fire Shelter Deployment Training
- Firefighter Health, Safety & Survival Training
- Use of Department-Owned & Personal Property
- Use of Department Vehicles
- Mobile Data Terminal Use
- Knox-Box® Access
- Communications Operations
- Public Alerts
- High-Visibility Safety Vests
- Apparatus/Vehicle Backing
- Heat Illness Prevention Program
- Health & Safety Officer (HSO)
- Vehicle Seat Belts
- Wellness and Fitness Program
- Physical Fitness

**TIER 5 - OPERATIONAL CONSISTENCY POLICIES**

Policies needed to ensure operational consistency across your organization.

- Elevator Entrapments
- Elevator Restrictions During Emergencies
- Swiftwater Rescue and Flood Search & Rescue Responses
- Confined Space Rescue
- Wildland Firefighting
- Trench Rescue
- Carbon Monoxide Detector Activations
- Hazardous Materials Response
- Scene Preservation
- National Fire Incident Reporting System (NFIRS)
- Grocery Shopping On-Duty
- Chaplains
- Active Shooter & Other Violent Incidents
- Hazardous Materials Disclosures
- Latex Sensitivity
- Fire Station Safety
- Ground Ladder Testing
- Recruitment & Selection
- Performance Evaluations
- Promotions and Transfers
- Position Descriptions
- Classification Specifications
- Career Tracks
- Fire Officer Development
- Educational Incentives
- Tuition Reimbursement
- Emergency Recall
- Overtime
- Outside Employment
- Personal Projects On-Duty
- On-Duty Voting in Statewide Elections
- Commendations & Meritorious Service
- Lactation Breaks
- Family Support Liaison
- Funerals
- Facility Security
- Emergency Power
- Wastewater Discharge
- Department-Owned Fuel Storage Tanks
- Flag Display

# FIRE PROCEDURES QUICK REFERENCE

Lexipol's Fire Procedures help fire departments set expectations, standardize operations and bring them in line with national best practices. Offered through an online platform that allows you to build a complete, customized procedures manual, the Fire Procedures package addresses critical operational and administrative topics. This is a great way for departments using Lexipol Fire Policies to ensure consistency and alignment among procedures and policies and enhance service to the community.

## Operations

Numerous firefighter line-of-duty deaths and injury reports cite common contributing factors including lack of policy and procedures. Fire department operations also continue to vary significantly across stations, shifts and mutual aid partners. Lexipol's operations procedures cover high-risk areas, including:

### Readiness and Command

- Operational Readiness
- Incident Command and Control
- Unified Command

### Health and Safety

- Apparatus Driving Safety
- Fireground Accountability
- SCBA Operational Use
- Rapid Intervention Team (RIT)
- Mayday
- On-Scene Rehabilitation
- Traffic Incident Management System and Roadway Incidents

### Emergency Operations

- Fireground Communications
- Establishing Fireground Operations
- Mutual Aid
- Commercial Alarm System Activations
- Smoke or Fire of Unknown Origin
- Structure Fire Response
- High-Rise Fires
- Traffic Collisions and Vehicle Fire Response
- Vehicle Extrication Operations
- Brush and Wildland Fires

### Special Operations

- Active Shooter and Other Violent Incidents
- Hazardous Materials Decontamination
- Hazardous Materials Initial Incident Response
- High-Voltage Electrical Emergencies
- MEDIVAC Helicopter Landing Zones
- Technical Rescue Response
- Response to Calls for Service During Periods of Civil Disorder

## Administration

Most lawsuits in the fire service involve interpersonal relations and administrative tasks. Setting clear and transparent expectations coupled with accountability increases the likelihood for consistent and fair treatment of personnel and reduces the likelihood of financial mismanagement. Lexipol's administrative procedures cover such high-risk areas as:

### Personnel Matters

- Administrative Investigations
- Discipline
- Interpersonal Skills
- Personnel Evaluations
- Personnel Complaints

### Administration and Finance

- Petty Cash
- Purchasing and Procurement
- Report Writing and Documentation

# CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000-\$50,000

<b>Department :</b> Fire & EMS	<b>Requisition Date:</b> 8/31/2022
--------------------------------	------------------------------------

Explanation	
This Requisition is for:	Purchasing an Annual Service Agreement with Lexipol for the following:
<input checked="" type="checkbox"/> Services	1. Annual subscription with FireRescue1 Academy and a one-time Implementation cost. Please see attached agreement for services.
<input type="checkbox"/> Goods	
<input type="checkbox"/> Public Works Construction	- This vendor is the only vendor that provides Standard Operating Procedures specifically for Fire and Fire Standards. Also provides a learning platform for Fire & EMS.
<input type="checkbox"/> Other	
<b>Justification for Request:</b>	
See attached <u>7</u> page(s) or _____ line item(s) and attached specifications _____ pages	

### Budget

If the Requisition is for a budgeted item provide the following:	
Budget Line Item:	300-61-3510-54-2502
Funds Available:	\$220,000



### Existing Vendor

If the requisition is to use or replace a current vendor of the City, provide the following:			
Current Vendor Name:			
Current Vendor Number:		Contract Expiration Date:	

### Solicitation

ALSO ATTACH SOLICITATION REQUEST FORM	
Estimated cost of goods or services:	\$32,000.00
Is cooperative purchase option available?	
Date goods or services are needed:	As soon as possible

### Signatures

Department Head Authorization:		Date:	9/1/2022
Purchasing Authorization:		Date:	9/1/2022
Finance Director:		Date:	9.1.22
City Manager:		Date:	

Please complete, sign, and return this form to [ageeter@forestparkga.gov](mailto:ageeter@forestparkga.gov)



FOREST



## MASTER SERVICE AGREEMENT

Agency's Name: The City of Forest Park, on behalf of:  
Forest Park Fire & Emergency Services  
Agency's Address: 2336 Anvil block Road  
Forest Park, Georgia 30297  
Attention: Chief Latosha Clemons  
Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034  
Effective Date: \_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

**The City of Forest Park**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Chief  
\_\_\_\_\_

**Lexipol, LLC**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The City of Forest Park**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
City Manager  
\_\_\_\_\_

## Exhibit A

## SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Subscription with  
FireRescue1 Academy & One-  
Time Implementation Costs

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 11,832.00	15%	USD 1,774.80	USD 10,057.20
69	Fire & EMS Learning Platform With Services (12 Months)	USD 83.00	15%	USD 859.05	USD 4,867.95
	<b>Subscription Line Items Total</b>			<b>USD 2,633.85</b>	<b>USD 14,925.15</b>
1	Fire Standard Policy Cross-Reference	USD 2,250.00		USD 0.00	USD 2,250.00
1	Fire Tier I Implementation	USD 2,497.00		USD 0.00	USD 2,497.00
1	Fire Tier II Implementation	USD 2,879.00		USD 0.00	USD 2,879.00
1	Fire Tier III Implementation	USD 3,113.00		USD 0.00	USD 3,113.00
1	Fire Tier IV Implementation	USD 2,808.00		USD 0.00	USD 2,808.00
1	Fire Tier V Implementation	USD 2,822.00		USD 0.00	USD 2,822.00
	<b>One-Time Line Items Total</b>			<b>USD 0.00</b>	<b>USD 16,369.00</b>
				<b>USD 2,633.85</b>	<b>USD 31,294.15</b>
<b>Annual Subscription with FireRescue1 Academy &amp; One-Time Implementation Costs Discount:</b>					<b>USD 2,633.85</b>
<b>Annual Subscription with FireRescue1 Academy &amp; One-Time Implementation Costs TOTAL:</b>					<b>USD 31,294.15</b>

\*Fire pricing is based on 69 Fire Authorized Staff.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

**Discount Notes**

Agency receives a 15% discount for bundled services (FR1A)

## Exhibit B Terms and Conditions of Service

**1. Definitions.** For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

**1.1 "Agency"** means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

**1.2 "Agreement"** means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

**1.3 "Derivative Work(s)"** means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

**1.4 "Effective Date"** means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

**1.5 "Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

**1.6 "Service(s)"** means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

**1.7 "Subscription Materials"** means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

**2. Term.** The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

### **3. Termination.**

**3.1 For Cause.** The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**3.2 For Convenience.** The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.



**4. Effect of Expiration or Termination.** Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

**5. Fees and Invoicing.** Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**6. Service-Specific Terms.** The following sections apply to specific Lexipol Services:

**6.1 Policy.** Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

**6.2 Learning.** Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

**6.3 Wellness.** This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

**6.4 Grants.** This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

**6.5 Generally: Injunctive Relief.** Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

**7. Account Security.** The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

**8. Privacy Policy.** Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

**9. Confidentiality.** During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

**10. Warranty Disclaimer.** ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

**11. Limitation of Liability.** Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

## **12. General Terms.**

**12.1 General Interpretation.** The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

**12.2 Invalidity of Provisions.** Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**12.3 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

**12.4 Governing Law.** The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**12.5 Compliance with Laws.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

**12.6 Attorney's Fees.** If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**12.7 Notices.** Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

**12.8 Entire Agreement.** The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**12.9 Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

### **Lexipol Service Level Agreement for Cloud-Based Services**

1. **Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
2. **Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
3. **Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

**File Attachments for Item:****5. Discussion to Execute an Agreement with Georgia Power Company to Install Outdoor Lighting for the new Public Safety Building at Gillem– Planning and Community Development Department****Background/History:**

Discussion to Authorize Approval to Execute an Agreement with Georgia Power Company to install (10) 225 w LED area outdoor lighting system for the new Public Safety Building. Georgia Power Company will retain ownership of the system. The agreement is a standard operating lease-1-month agreement that automatically renews month to month. The lease price is fixed. All materials, labor, energy and maintenance to operate the system is included in the agreement. Department of Planning & Community Development

**Background/History:** The new Public Safety Building at Gillem will require a total of (10) 225w outdoor lighting fixtures. Georgia Power Company has installed about 95% of the lighting at Gillem Logistics and would add this project to its portfolio at Gillem. Georgia Power Company will monitor and maintain the lighting system. The signed agreement will allow Georgia Power Company to prepare for construction, and move forward with ordering materials

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Discussion to Execute an Agreement with Georgia Power Company to Install Outdoor Lighting for the new Public Safety Building at Gillem– Planning and Community Development Department

**Submitted By:** James Shelby

**Date Submitted:** September 15, 2022

**Work Session Date:** September 19, 2022

**Council Meeting Date:** September 19, 2022

### Background/History:

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**Background/History:** The new Public Safety Building at Gillem will require a total of (10) 225w outdoor lighting fixtures. Georgia Power Company has installed about 95% of the lighting at Gillem Logistics and would add this project to its portfolio at Gillem. Georgia Power Company will monitor and maintain the lighting system. The signed agreement will allow Georgia Power Company to prepare for construction, and move forward with ordering materials

Upfront payment- \$62,600.00			
<b>Cost: \$</b> Fixed Monthly lease amount (energy included) - \$370.40	<b>Budgeted for:</b>	<b>X</b>	<b>Yes</b>
		_____	_____
			<b>No</b>

### **Financial Impact:**

No financial impact to General Funds. The funds will come from the construction contract contingency funds approved by the City Council for the construction of the Public Safety Building at Gillem

### **Action Requested from Council:**

Approval to Execute an Agreement with Georgia Power Company to install (10) 225 w LED area outdoor lighting system for the new Public Safety Building at Gillem.

# Lighting Services Agreement



Item #5.

Customer Legal Name FOREST PARK CITY OF DBA \_\_\_\_\_  
Service Address 0 MAIN ST FOREST PARK GA 30297 County Clayton - GA  
Mailing Address P.O. BOX 69 FOREST PARK GA 30297  
Email JSHELBY@FORESTPARKGA.GOV Tel # 404-201-1099 Alt Tel # \_\_\_\_\_  
Tax ID# 0000 Business Description \_\_\_\_\_

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? \_\_\_\_\_

Selected Components				
Action	Qty	Wattage	Type	Description
INS	10	230	LED	Area
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	
\$292.70		\$77.70	\$370.40	
			Term (Months)	1

\* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

## Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$62,600.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:



## TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
  - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
  - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“**A or B**” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

## DESCRIPTION

The Navion™ area, site and roadway LED luminaire combines world class optical performance, energy efficiency, and outstanding versatility to meet the requirements of any area, site or roadway lighting application. Patented AccuLED Optic™ technology delivers unparalleled uniformity. Heavy-duty construction and easy installation features make the Navion luminaire the right choice for site lighting applications and municipal streets. UL/cUL listed for wet locations, optional IP66 enclosure rating available.

## SPECIFICATION FEATURES

### Construction

Heavy-duty, cast aluminum housing and door with extruded aluminum heat sink. Tool-less entry, hinged removable power tray door for easy maintenance. 3G vibration rated.

### Optics

Choice of 16 patented, high-efficiency AccuLED Optics. The optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K, 5000K and 6000K CCT. For the ultimate level of spill light control, an optional house side shield accessory is available and can be field or factory installed. The house side shield is designed to seamlessly integrate with the SL2, SL3, SL4 or AFL optics.

### Electrical

LED drivers are mounted to the removable die-cast aluminum door for optimal heat sinking and ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. 10kV common and differential-mode surge protection standard. 0-10V dimming driver standard. Thermal management incorporates both conduction and convection to transfer heat rapidly away from the LED source for optimal efficiency and light output. Suitable for ambient temperatures from -40°C to 40°C. Optional 50°C HA option available. Greater than 90% lumen maintenance expected at 60,000 hours. Light squares are IP66 enclosure rated. Available in standard 1A drive current and optional 600mA, 800mA and 1200mA drive currents (nominal).

### Mounting

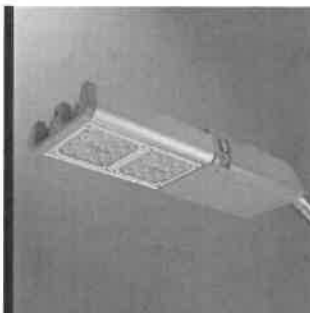
Four-bolt/two-bracket slipfitter with cast-in pipe stop and built-in incremental 2.5° leveling steps are standard. Fixed-in-place bird guard seals around 1-1/4" or 2" mounting arms.

### Finish

Housing and cast parts finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is anodized aluminum. Consult your lighting representative at Eaton for a complete selection of standard colors.

### Warranty

Five-year warranty.



## NAV NAVION

1-6 Light Squares  
LED

AREA / SITE / ROADWAY  
LUMINAIRE



### CERTIFICATION DATA

UL/cUL Wet Location Listed  
ISO 9001  
IP66 Light Squares  
3G Vibration Rated  
DesignLights Consortium® Qualified\*

### ENERGY DATA

Electronic LED Driver  
>0.9 Power Factor  
<20% Total Harmonic Distortion  
120-277V 50/60 Hz,  
347V 60 Hz, 480V 60 Hz  
-40°C Minimum Temperature  
+40°C Ambient Temperature Rating

### EPA

Effective Projected Area (Sq. Ft.):

(Fixture only)

1 Square 0.8  
2 Square's 1.0  
3 Square's 1.2  
4 Square's 1.2  
5 Square's 1.4  
6 Square's 1.4

(Fixture with Al arm)

1 Square 1.2  
2 Square's 1.3  
3 Square's 1.5  
4 Square's 1.5  
5 Square's 1.7  
6 Square's 1.7

### SHIPPING DATA

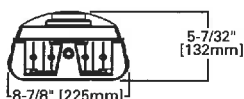
Approximate Net Weight:

1 Square 17 lbs. (7.7 kgs.)  
2 Square's 22 lbs. (10.0 kgs.)  
3 Square's 26 lbs. (11.8 kgs.)  
4 Square's 31 lbs. (14.1 kgs.)  
5 Square's 34 lbs. (15.4 kgs.)  
6 Square's 36 lbs. (16.3 kgs.)

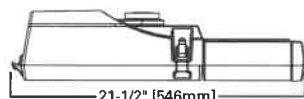


## DIMENSIONS

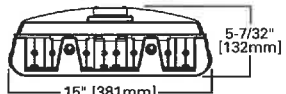
### 1, 2 or 3 Light Squares



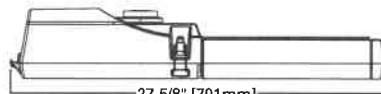
### 1 Light Square



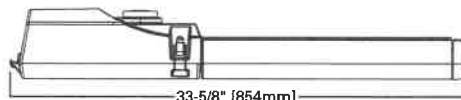
### 4, 5 or 6 Light Squares



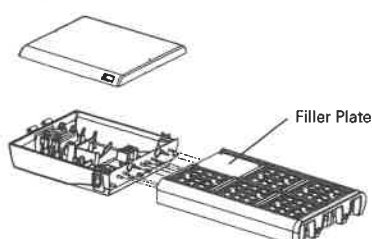
### 2 or 4 Light Squares



### 3, 5 or 6 Light Squares



### 5 Light Squares





The lighting design is not a professional engineering drawing and is provided for informational purposes only, without warranty as to accuracy, completeness, reliability or otherwise. *Prater Photometrics* is not responsible for specifying the lighting or illumination requirements for any specific project. It is the obligation of the end-user to consult with a professional engineering advisor to determine whether this lighting design meets the applicable safety requirements for the intended application. Safety, structural and efficiency factors in a particular application may require additional analysis, verification and application (engineering, but not limited to, voltage selection and dUT discrimination) can cause actual field performance to differ from the calculated performance represented in the lighting design. In no event will *Prater Photometrics* be held responsible for any loss resulting from any use of this lighting design.

Forest Park Gilman Public Safety Building

**File Attachments for Item:****6. Council Discussion to Approve a 2nd Round of Employee Premium Pay – Executive Offices****Background/History:**

The City of Forest Park was approved and has received its second round of American Rescue Plan Act (APRA) funds in the amount of \$3,738,098.00. Under the United States Department of Treasury guidelines Employee Premium Pay is an acceptable use for these funds. This is a resolution requesting for a 2nd round of one-time Employee Premium Payments to all full-time staff on payroll and not on probation in the amount of \$2,500.

It is further requested that any new full-time staff hired prior to October 1, 2022, payments be held in abeyance until such individuals have successfully completed their 6-month probationary period and then paid in a lump sum. Under this resolution the Employee Premium Payments would be expended in full no later than April 28, 2023. Under the guidance provided all APRA grant funds must be expended by December 31, 2026.

The City Manager is seeking direction from council on how they would like staff to proceed in this matter.

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Discussion to approve 2<sup>nd</sup> Round of Employee Premium Pay – Executive Offices

**Submitted By:** Dr. Marc-Antonie Cooper

**Date Submitted:** September 12, 2022

**Work Session Date:** September 19, 2022

**Council Meeting Date:** September 19, 2022

### Background/History:

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**Cost:** \$ 665,000

**Budgeted for:** \_\_\_\_\_ **Yes** ☒ **No**

### **Financial Impact:**

Funding would be from the American Rescue Plan Act (ARPA) funding received by the city.

### **Action Requested from Council:**

The City Manager is requesting approval of this resolution.