



CITY COUNCIL REGULAR SESSION

Monday, February 21, 2022 at 7:00 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
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.1555

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Dr. Marc A. Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

AGENDA

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

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:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

PRESENTATIONS:

1. **#ISHOWEDUP Presentation for GRASP Summit – Forest Park High School / Executive Office**

Background/History:

We would like to share our Outstanding Attendance Initiative with all stakeholders to begin a community, business and faith community conversation centered around attendance. We hope to get their support and help be a voice to promote outstanding attendance for the scholars of Forest Park High School. As stated, we will be talking with the business and faith communities as well. We want to create a buzz in Forest Park that school matters as we prepare students for post-secondary and the world of work.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:****APPROVAL OF MINUTES:**

2. **Council Approval of Council Work Session and Regular Meeting Minutes from February 7, 2022 - S. Diane White, City Clerk**

NEW BUSINESS:

3. **Council Approval of a Telecommunications and Right of Way Management agreement (TRM) – Chief Executive Offices**
4. **Council Approval of the Homeland Security Grant Program SHSP FY2020 Grant from GEMA - Fire Department**
5. **Council Approval of the Appointments to Urban Design Review Board and Planning Commission – Department of Planning & Community Development**
6. **Council Approval of the Reappointment of James Shelby, Director of Planning and Community Development to the Land Bank Authority – Executive Offices**
7. **Council Approval on a City-Wide Salary Increase Proposal – Executive Office**

ADDENDUMS:

8. **Approval of Condemnation Resolution to Authorize Proceedings Against 5265 Old Dixie Road**

CLOSING COMMENTS BY GOVERNING BODY:

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. #ISHOWEDUP Presentation for GRASP Summit – Forest Park High School / Executive Office****Background/History:**

We would like to share our Outstanding Attendance Initiative with all stakeholders to begin a community, business and faith community conversation centered around attendance. We hope to get their support and help be a voice to promote outstanding attendance for the scholars of Forest Park High School. As stated, we will be talking with the business and faith communities as well. We want to create a buzz in Forest Park that school matters as we prepare students for post-secondary and the world of work.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: #ISHOWEDUP Presentation for GRASP Summit – Forest Park High School / Executive Office

Submitted By: S. Diane White, City Clerk

Date Submitted: February 10, 2022

Work Session Date: N/A

Council Meeting Date: February 21, 2022

Background/History:

We would like to share our Outstanding Attendance Initiative with all stakeholders to begin a community, business and faith community conversation centered around attendance. We hope to get their support and help be a voice to promote outstanding attendance for the scholars of Forest Park High School. As stated, we will be talking with the business and faith communities as well. We want to create a buzz in Forest Park that school matters as we prepare students for post-secondary and the world of work.

Cost: \$ None

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

Making Connections...Building Bridges

“GSEC”

Forest Park High School has two (2) programs, ***GRASP (Graduates Ready to Attain Success) and Communities in Schools, as well as a Student Engagement Specialist.*** Each is in place to positively impact the graduation rate by addressing academics, attendance and student achievement. Together these interventions create a team that has a shared mission. To provide students with supports and interventions that will increase the number of students who will graduate on co-hort by helping students overcome factors that put them at risk.



GRASP/Student Engagement Specialist/CISA

#ISHOWEDUP - A Perfect Attendance Movement

Goal- We will see a 5% decrease in the number of chronic absences with students having less than 5 absences per month. To see an overall increase in the number of students having less than 2 absences per month which will meet Forest Park High School's goal to increase the number of students having less than 10 absences in their enrolled academic year.





#ISHOWEDUP
A Perfect Attendance Movement



Involve & Solicit Support From:

Attendance Clerk

Teachers

PBIS

PTSA

Community Partners-FP County Commissioners/Businesses



#ISHOWEDUP

A Perfect Attendance Movement

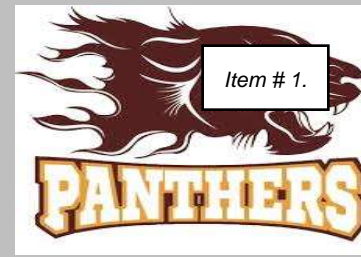


Purpose - As a team, GSEC will work towards FPHS meeting its 2023 CSIP attendance goal of increasing the number of students absent less than 10% of their enrolled academic year. We are proposing an initiative that will offer incentives to students who maintain:

- a) Perfect Attendance**
- b) Less than 2 days absent per month**
- c) Less than 2 tardies per month**



#ISHOWEDUP
A Perfect Attendance Movement



#ISHOWEDUP Eligibility Criterion

1. Perfect Daily Attendance
2. Missing less than 1 day per month
3. No class cuts
4. **Maintain a 1ST semester GPA of 2.0 and maintain a 75 average in courses throughout 2nd semester**
5. Zero Discipline Referrals
6. Excused absences include-field trips, Covid 19, a note from a parent/guardian or teacher communication must be on record for the absence to be considered excused.



#ISHOWEDUP A Perfect Attendance Movement



How - "#ISHOWEDUP scholars will be recognized monthly. There will also be (2) major recognitions; at the end of 3rd quarter and at the end of the school year.

- This initiative would kick off in January with the start of the new semester.



#ISHOWEDUP

A Perfect Attendance Movement



Implementation Timeline:

Holiday Break- Call and Post/Social Media Promotions and Reminders

January 3 thru 4 - Faculty Roll Out

January 5 thru 7- #ISHOWED UP KICK OFF! (Announcements/Social Media Blasts)

January 31 - #ISHOWEDUP Incentive 1

February 28 - #ISHOWEDUP Incentive 2

March TBA - #ISHOWEDUP Incentive 3 and Major Celebration 1

April 29 - #ISHOWEDUP Incentive 4

May 20 - #ISHOWEDUP Incentive 5 and Major Celebration 2

File Attachments for Item:

- 2. Council Approval of Council Work Session and Regular Meeting Minutes from February 7, 2022 -**
S. Diane White, City Clerk



CITY COUNCIL WORK SESSION

Monday, February 07, 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
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.1555

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

MINUTES

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

CALL TO ORDER/WELCOME: The meeting was called to order at 6:00pm by Mayor Butler.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2, Mayor Pro-Tem		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

DIRECTORS PRESENT: Darquita Williams, Interim Finance Director; Shalonda Brown, Human Resources Director, Lashawn Gardiner, Management Analyst, Latosha Clemons, Fire Chief, Bruce Abraham, Director Economic Development, Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks, Director of Public Works, Joshua Cox, IT Director, Arthur Geeter, Purchasing Director, James Shelby, Planning & Community Development Director, Nathaniel Clark, Chief of Police and Javon Lloyd, PIO Director.

Mayor Butler spoke on the recent retreat and that the alignment throughout of entire organization and revisited our mission statement reaffirm the mission, vision, and value statements. In part, we want to make sure that every employee understands the importance of those three statements are and we are going to make sure that when have our meeting, we revisit those three statements and each director is going to make sure when they meet with the staff they are going to reinforce those three statements and it is just indicative of making sure that we are all are on the same page and acting accordingly as it pertains to the entire city of Forest Park. She asked Dr. Cooper, city manager, to read the mission, vision, and values statements for the city.

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

COMMUNITY INFORMATION/REMINDERS:

- Do your part to ensure that storms do not leave pollution behind. Stormwater runoff could be carrying pollutants that are harmful to the environment including: oil, gas, grease, copper, and animal waste. To learn how you can help prevent pollution in stormwater runoff visit the Clayton County Water Authority Website.
- Georgia Department of Community Affairs launched its Mortgage assistance program. The State of Georgia received \$354 million from the U.S. Treasury's Homeowners Assistance Fund established by the American Rescue Plan Act of 2021, to provide relief to homeowners who suffered a financial hardship due to the COVID pandemic. This program is administered through the Georgia Department of Community Affairs. For more information on how you can qualify for up to \$50K in assistance and/or to apply. <https://georgiamortgageassistance.ga.gov/>

CITY OPERATIONS:

- The City of Forest Park is working on a partnership with the Georgia Relay 711 which is a Free public service provided by the State of Georgia to making communicating by telephone easy, accessible, and reliable for everyone, including people who are deaf, hard of hearing, deaf-blind or have difficulty speaking. Available 24 hours a day, 365 days a year, Georgia Relay allows users to stay connected. Georgia Relay 711 along with our previously bi-lingual incentive for city staff will enable the City of Forest Park to be even more accessible and inclusive of all in our community and ensure we are providing communications and outreach directly to them.
- Mayor and Council had a successful budget retreat on January 28 and 29, 2022. This retreat started preliminary budget talks and priority outlines for the FY22-23 budget. We will be looking to schedule our public hearings on the budgetary items within the next few months, with the hopes of having an approved FY23 prior to June 30, 2022.
- On Friday, February 4, 2022, Mayor Angelyne Butler and Clayton County Chairman Jeff Turner, myself and others attended the Ribbon Cutting evening for the Kroger Corporation Fulfillment Center in Fort Gillem Logistics Center. "With direct access to three interstate highways, an international airport and railways, our city has become a strategic partner that supports large-scale commerce and growing industries," said Mayor Angelyne Butler, MPA. "This type of economic development progress only helps to strengthen our message that it is a new day in Forest Park. We trust that our public-private partnership with Kroger will help pave the way for more high-wage jobs and serve as an investment toward our goal of creating an even more robust business climate."

CONGRATULATIONS/SHOUT OUT

- Shout out to all members of the Executive Leadership Team of the City of Forest Park. As previously state the Mayor and Council had a successful Budget Retreat, and each director present information that will help formulate a budget so the city can live up to its mission, vision, and values for the community. I would like to extend my personal thank you to the entire team for their diligence and dedication to our city.
- Shout out to our Mayor and all City Council Members for completing the mandatory National Incident Management Systems (NIMS) – ICS overview for Executives and Senior Officials training. Thank you to Ms. Sheri Russo of GEMA, Forest Park Fire Chief Latosha Clemons, and our Emergency Management Coordinator Ms. Ioana Armstrong for facilitating this training for all of us.

COVID-19 UPDATE: EMS Coordinator, Andrew Gelmini

As of January 30, 2022, Clayton County has 55,302 cases of Covid 19 and 776 confirmed deaths.

Between 1/24 and 1/30 there were 3,940 new confirmed cases county wide.

50% of County residents have received at least 1 dose of vaccine and 45% are fully vaccinated.

Forest Park makes up 8.4% of County cases dropping 0.7% from last report. With a total of 4,928 cases as of 1/30 up 1,638 cases from last month. We are showing a 41% decrease in new cases.

The 20 to 50 age group shows the highest percentage of positive cases with African Americans showing the highest positive case percentage followed by Unknown and Caucasian.

Cases peaked in the second week of December and are continuing to show a steady rapid decline. 65 to 85 age group has the highest vaccination rate.

The Omicron Variant is showing significantly less severe symptoms that the Delta variant with symptoms lasting from 3-5 days. Delta is still actively being spread to some people, still requiring hospitalization, and causing severe illness. The EMS and EMA Coordinators have tracked about 40 positive cases of city employees

The CDC continues to encourage and recommend vaccination and boosters for COVID-19 which are available through several means. The current recommendations for vaccines are anyone 5 years and older. The current recommendation for boosters is at least 6 months after receiving the final dose of the first series for Moderna and Pfizer or 2 months after receiving the single dose Johnson and Johnson. People can text their zip code to 438829 or call 1-800-232-0233 to find local vaccine providers. Contacting your Primary Care Physician or local pharmacy to see if they are giving vaccines or visit vaccines.gov. The Clayton County Health District is giving vaccines based on availability and are rotating their locations to allow for easy access. They are requesting people wishing to receive the vaccine or booster to call and make an appointment at (678) 479-2223.

NEW BUSINESS:

1. **Council Discussion on Transferring Previous Year CDBG Funds to Current Year – Executive Offices**

Background/History:

The City of Forest Park was awarded 2019 CDBG funds for architecture and engineering costs for improvements to Rock Cut Road in the amount of \$64,213 for engineering and design. All engineering and design services have been completed, leaving a balance of approximately \$29,213. If approved by Clayton County HUD Offices to transfer remaining funds to the 2021 Starr Park Improvements award, it is in the city's best interest to do so, so that the funds are not recaptured by the County.

LaShawn Gardiner, Management Analyst - \$35,000 of the funds from CDBG 2019 program year has been expended, we have a remaining balance of \$29,000+, so it will be in our best interest to ask to have these funds transferred to another project, which is the Starr Park improvements.

Comments from Governing Body:

Councilmember James – Do you have any idea whether or not the county will accept something like this? Will they allow us to do, approve it?

Management Analyst – This is the formality, if you recall about a couple of years ago, we went through the same process regarding the town center funding, so we are just asking the same transfer request from the county, so that they do not recoup the funds. They anticipate few years ago, so we are just following the same process.

2. Council Discussion on Consideration and Approval for “The Leaf” Monthly Newsletter – Public Information Office

Background/History:

“The Leaf Report” will be the City of Forest Parks way of communicating important, timely information to citizens. The newsletter will be published monthly and electronically distributed to residents and businesses. The newsletter will focus on citywide operations and will not be ward specific but will encompass all operations of the city, covering all projects and issues.

Sending an electronic newsletter is a great way to give residents and businesses "added value" in the form of interesting content, information, and valuable tips, as well as keeping them informed of upcoming matters. The City Manager is seeking approval from Council to adopt “the Leaf” as the official newsletter of the city and begin distributing it via email.

There was no discussion or comments.

3. Council Discussion to Reduce the Speed Limit on East Bound and West Bound Pineridge Drive – Chief Executive Offices

Background/History:

From April 14 – 18, 2021, the City of Forest Park conducted a speed study on East Bound and West Bound Pineridge Drive to validate a request for installation of Speed Calming Devices. After review by the City Manager, Public Works, and Forest Park Police Department it was determined that the street did not meet the criteria for the devices or to a speed reduced.

The streets current speed limit is 35 mph and vehicle counts are approximately 9,372. Per city ordinance any city street with a speed limit over 30 mph or a traffic count over 4000 vehicles per day would not qualify for a speed calming device. Before a speed clammng device could be installed the speed limit would have

to be reduced to 30 mph to bring it within the guideline of the City Ordinance.

However, upon a reduction in speed an independent third party is required to conduct a speed study, it could not be done by the city and that report reviewed by the State. If it cannot justify based criteria from the State's Uniform Rules of the Road a need for the devices it can be denied, and they can restore or increase the speed limit on the road.

Pineridge Road is a proposed City Park location.

The city manager is requesting council's guidance on how it would like to proceed in this matter.

Comments from Governing Body:

Councilmember Akins-Wells – I asked this to be placed on the agenda and I spoke with Dr. Cooper and Mr. Williams, a while ago and I by Mike Williams that is just took to police department changing the speed limit and so that was supposed to be in the works. When it came time for the speed bumps to be put out, Cynthia Lane was complete and Pine Ridge was not, in actuality Pine Ridge is one of the most dangerous streets in my ward, there is a lot of accidents, people hitting mailboxes because they are speeding going around curve. I am hoping that the speed limit can be reduced and whatever needs to be done as far as investigating can be done, as well as the proposed park going in that location, I think the speed limit should be reduced and speed bumps should be installed. Also residents that have done police reports, and some of the people have been caught speeding and destroying mailboxes; so hopefully you will take this into consideration because it is about the safety of the people and if we can do something to change it then hopefully we will.

Councilmember James - There is something outlined on here that says that before the speed can be reduced, it is required that we conduct a speed study and also that we have to be approved by the state before that speed can stay that way. Can you elaborate on that, Dr. Cooper?

City Manager – The speed study that was originally done was conducted by the city, that is the initial proposed speed study to determine if it meets the criteria of the city ordinance to have speed calming devices installed. It did not meet, according to the city ordinance criteria. In conversations with CM Akins-Wells and police department, which does not have the authority to do it if it does not meet the ordinance criteria. The only other way is that council would vote to reduce the speed limit, but at that point it will be out of the city's hands. We would hire a third-party company to come in and conduct another speed study and that information would go directly to the state, it would not come back to city, we would not have anything to do with it. Once the state receives it, they can review it along with any other information they have as far as accidents or anything else, and if they feel that it is not justified for the speed limit to be reduced, they can deny it and tell us that the speed limit must be put back to 35 or even increased if they feel that is warranted. So it would really be out of the city's hands at that point.

Councilmember Antoine – So would that leave the police department in a comprising position, knowing that they do not know what speed limit to enforce.

City Manager – No, the speed limit would go into effect, if council voted to reduce it, the 30 mile an hour speed limit would go into effect, however, what would happen, because CM Akins-Wells would like speed calming devices, we would have to get another speed study done by a third-party. So, the speed limit would be the speed limit until the state actually reviews the information and either tells us that it can stay, we can put in the speed calming devices or no you have to take that speed limit out and increase it.

Councilmember Akins-Wells – So, in order to take all that out, if I said install stop signs, would it be the same? If we do not have to go through all of that, for stop signs.

City Manager – Yes, we could put stop signs, we would have to look at the intersections we would do it and would it be either a three-way or four-way, we can do stop signs. But if we were going to do the speed calming devices this is the process we would have to take.

Councilmember Akins-Wells - If we can do stop signs, I would rather do that instead of going through all of this, so let us do the stop signs; because it is about the safety of the people.

Mayor Butler – So would you like to table this or you could just remove it?

Councilmember Akins-Wells – As long as we can do stop signs, the sooner the better, we can take it off.

City Manager – Mr. Jinks, please make a note of that and we will discuss it tomorrow with Sgt. Gladden and Chief.

4. Main Street Streetscape Phase IIA – Relocation Agreement Between Georgia Power and City of Forest Park – Department of Planning and Community Development

Background/History:

Main Street Streetscape Project Phase IIA from College Street to Phillips Drive requires a relocation agreement between the City of Forest Park and Georgia Power to relocate existing Georgia Power equipment and to install concrete poles to replace existing wooden poles.

Comments from Governing Body:

Councilmember Mears – Dr. Cooper, are we going to have to pay for the concrete poles or would it be a swap out type situation?

James Shelby, Planning & Community Development – No, you cannot swap out wooden for concrete. This is so GA Power can remove the existing creosote poles and all the wirings they have and then they will come back and replace them taller concrete poles, which will allow us to continue on with the project. Now, this is not the decorative lights, I will bring that to council in a couple of weeks. This is so important, because we are getting ready to put this project out for bid.

Councilmember Akins-Wells – Where will the money/budget line will this come from?

James Shelby – Out of the 2015, 2020 SPLOST and from URA Bond issuance

Councilmember Mears – So, it will not cost the city anything, other than it coming out of the other funds?

James Shelby – No, it is already funded out the URA Bonds, SPLOST 2020 and we also have money in existing bonds, I believe its 1.4 million in existing SPLOST funds,

5. Council Discussion on Purchasing New City Street Light Banners – Chief Executive Office

Background/History:

The City of Forest Park has Street Light Banners along the major thoroughfares of the city. The banners are intended to instill a sense of pride in the community, by adding a decorative element to the city's streetscape. The City Manager is seeking council approval to purchase 18 new streetlight banners.

Comments from Governing Body:

City Manager – Council, these are actually the banners that we brought before previously, that you asked to be redesigned. We did that with the new city logo, the “welcome to” language that CM Gutierrez asked for and I think the finished product looks really good. We are looking at getting them in the three different colors for each banner.

6. Council Discussion and Action Regarding a Councilmember's Missed Meetings and Pay Reduction – Chief Executive Office

Background/History:

Pursuant to council meeting of January 22, 2022 discussion regarding Councilmembers missing meetings. Per the city code of ordinances Sec. 2-1-33 - Compensation and expenses of members of the city council. Councilwoman Wells pay was reduced by 10% for each meeting missed which is documented as the workshop and regular meetings of November 15, 2021, and the workshop and regular meetings of December 6, 2021.

Councilwoman Wells is requesting that there be a vote regarding her pay being reinstated and will provide her reasons per the Code of Ordinances to council. The City Manager is seeking direction on how the council would like to proceed in this matter.

Comments from Governing Body:

Councilmember Akins-Wells – I wanted to put this, because whatever the rules or the charter says, that is what the charter says, but my issue comes with one not being transparent and me being told that there was supposed to be a vote to take place where my reasoning was justified. My reason being that I was around somebody with COVID, so I was not coming to put people's lives in jeopardy so, I was told to put this on the agenda so, that it can be on record and two, you know just reading our vision, values and mission statement, it says without discrimination and so, I know for a fact, in my last 10 years here, CM Antoine has missed more meeting in two years that I missed in 10, but nobody has brought that up. The charter does it is for everybody, it is not just for me, it is not just for the mayor, it is for everyone. What I asked, is if my pay was going to be reduced, that is fine, but you got to be consistent, you can not pick and choose who you want the charter to be for. I have requested that information and I still have not received how many meetings CM Antoine has missed. Because having a second job in the summertime does not mean you call in to meetings and do not miss meetings. It was also stated that I was supposed to call in to let them know and that is not in our charter, I do not have to call and let nobody know, I can do it out of respect, but that is not something that I have to do. It is not about the money being deducted, but you would need to go back and do the same thing for other people, because you can not pick and choose who you want this charter to relate to. Mr. Williams, if you do not mind, I asked you and I believe Dr. Cooper, meetings missed by other council members, because if I am not mistaken, everybody has missed a meeting up here, so why just specifically CM Wells, if there is no discrimination going on.

City Attorney – In reviewing this, this past year, it appears from the record that we have that all the other councilmembers, whether they had a personal illness or illness of an immediate family member or things of that sort, they were excused.

Councilmember Akins-Wells – By whom?

City Attorney – By operation of the ordinance, there is just cause, if there is a personal illness that there is no vote required; if it is a personal illness of a family member....

Councilmember Akins-Wells – I get that, not to cut you off, but I am talking about when people have other jobs and they miss a whole summer of meetings and no one says anything about that, no one says we got to vote to make sure that reason is justified, that is what I am talking about.

City Attorney – I can not speak to those facts directly, I know for the prior year, when we were under COVID, everyone was calling in; (*CM Wells – we are still under COVID*) I hear you, but I am just saying that in terms of specifics on where people were, what was going on, we were allowing people to call in per the state of emergency and that is the only information I have to respond to that.

Councilmember Akins-Wells – I get completely what you are saying, but I am just saying, I have never heard anyone come to me and say CM Wells, we need to talk about if this person's reason for missing a meeting was justified. I have never heard of that, so I am just saying, if we are going to do it, be consistent, and I still want that information and I still want it to be voted on because mine was not, you told me that there was to be a vote if my reason was justified and me being around someone with COVID is not justified reason, so that was why the pay was taken. So, I just want this to be on record and I want to know the meetings that everyone has missed, so we can go back and do the same for everyone else.

Mayor Butler – City Attorney, when some people have been out, the fact that they were able to call in, still counted as they were present, as long as we had a physical quorum present.

City Attorney – Yes, exactly, it was not an absent, it was that they were away from city hall, but calling in pursuant to the provision in open meetings act, which allows you to call in.

Councilmember Akins-Wells – Allows you to call in if you are in the state of Georgia?

Mayor Butler – from exclusion was that if we had an executive session, then they would not have been permitted to partake in executive session.

City Attorney – for that portion of the meeting, but they are still counted present for the meeting.

Councilmember James – I just wanted to be clear for those that are listening this is not about missed meetings, because we are all grown, and we all are professionals and at some point, in life things are going to happen and we may not be able to make a meeting. This is about the disrespect of acknowledging that you are going to be gone, when no one, including the city manager, city attorney or anyone has been notified that you are not going to be at a meeting, whether and if it is an emergency that happened and you can not call but at least the next day or whenever your emergency subsides, you would call and say this is why I was not present at the meeting. There was no communication, whatsoever, why this person, well why CM Wells was not present at the meetings in November and December. No communication at all, we had no clue; it was not until we brought it up and asked why you was not present and why did not you communicate, and the response was "well I do not have to communicate, (*CM Wells - because I do not work for you*). Well, the thing is, when you are employed by someone, then you are accountable and you can not just not show up and not notify anyone and that is a standard that we all have.

Councilmember Akins-Wells – City Attorney, is that in the charter, that I have to call into them.

Mayor Butler – Just let her finish, you will have your moment to respond.

Councilmember James – I will say that it gives for just reason or things that are justified for being absent. So, if we know that you were sick, if we know whatever the case may be, then it is automatically justified, we do not have to take a vote for it, in fact when we talked about this during our executive session, we talked about the fact that there was no communication, that is the problem. It is not the problem that the meetings were missed, it is the problem that there is no communication. We all are held to a standard and we all should be able to communicate, with the least to our city manager to say that I am no going to be present and that did not happen and it months and months and we still did not know what happened until we had a discussion about it and why a councilmember was not present for two of the meetings we had.

Councilmember Akins-Wells – City Attorney, again is it in our charter that a councilmember has to call in to anyone when they are going to miss a meeting? Now, out of respect, yes, I can go with that, but we are going by the charter. Is there anywhere in our charter that states a councilmember, and I am not an employee of the city of Forest Park, I am an elected official. Is there something in our charter that states I need to call in? Because, if I work for the citizens of Forest Park, as long as a couple of citizens know I am not going to be a meeting, then that is enough for me, because that is who I work for. So, can you, for the record, state if that is in our charter that a councilmember has to call in?

City Attorney – In that code section, it does not require advanced notice by any member of the council, if you are going miss the meeting.

Mayor Butler – It would be the justifications enlisted in there is for a sickness not an exposure?

City Attorney – The automatic just cause applies to along the line what you are saying, Madam Mayor, is basically, if there is a sickness of councilmember of immediate family members etc., if goes on to say that, the council may vote to determine whether an absence was justified and reasonable based on information provided by the councilmembers, so the information does not have to be provided in advance, but if you choose to vote afterwards based on the information, it is within the council's authority to vote to determine whether it was justified.

Councilmember Akins-Wells – So, we just had our fire department talk about COVID, people actually dying from it and you are saying COVID is not a sickness, I guess that is what you are relating that to, but if I have been exposed to someone with COVID, and I actually had it, I am not coming here and put other people's lives in jeopardy for a meeting, I am just not doing that, so if you all feel that is not justifiable, I just wanted it on record that being exposed to COVID, having COVID is not an excuse to miss a meeting.

Councilmember James – Madame Mayor, one more comment. If you have COVID or is exposed to someone with it, then you do not come to the council center the day of the council meeting and expose the people that you are around at that time and then and not come to the council meeting. Then attend a high school basketball game, which was the next day after council meeting. You do not show up to high school basketball (*CM Wells – what basketball game?*) Jonesboro vs Forest Park, that was the day after the council meeting on Tues. evening, so, I do not have a problem with the excuse of quarantine, but let us just be truthful about it.

Councilmember Akins-Wells – It is not an excuse, just like now, I am sitting here with people without masks on, last meeting CM Mears coughing with no mask on, I can social distance. So, yes, I had to hand business, I came up here, but I was not in anyone's face, because I did not have to be and I had my mask on. So, again it is not an excuse and I am not worried about the money, but like I said you have to be

consistent, you are not going to pick and choose who you want the charter to be for, and again this is for the record.

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

It was motioned to recess into Executive Session at 6:37pm for Personnel, Real Estate and Litigation matters.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

It was motioned to reconvene back to Work Session at 6:44pm

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

Councilmember James – I would like to announce that our city manager, for those who will have to leave, is one of the nominees for the National Forum of Black Administrators, to be on their board of directors. Congratulations, and if you are member you will vote for him to represent us nationally.

ADJOURNMENT:

It was motioned to adjourn the Council's Work Session at 6:46p.

Motion made by Councilmember Mears, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears



CITY COUNCIL REGULAR SESSION

Monday, February 07, 2022 at 7:00 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
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.1555

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

MINUTES

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

The Honorable Allan Mears

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

CALL TO ORDER/WELCOME: The meeting was called to order at 7:00pm by Mayor Butler.

INVOCATION/PLEDGE: Dr. Kenneth Paden gave the invocation and led the pledge of allegiance.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3 – Mayor Pro-Tem	✓	
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

DIRECTORS PRESENT: Darquita Williams, Interim Finance Director; Diane Lewis, Human Resources Deputy Director, Lashawn Gardiner, Management Analyst, Latosha Clemons, Fire Chief, Bruce Abraham, Director Economic Development, Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks, Director of Public Works, Joshua Cox, IT Director, James Shelby, Planning & Community Development Director, Michael Brunson, Deputy Chief of Police and Javon Lloyd, PIO Director.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There was two (2) speakers:

Clifford Pellegrine – Good evening governing body members, citizens and of Forest Park. I have two questions: 1) I am going to ask the city council governing body if you ever utilized the services of a mediator, during any of your retreats for team building; 2) did anyone on the governing body, reach out to the absent councilmember with concerns of her whereabouts filing an ethics complaint, if not that seems to me to reflect on the character of the governing body and not of the individual missing the meetings.

Samuel Ibanez – Good evening, I guess he stole my thoughts. He said something that touched me very deeply and I can not put it any better than he did. There is a lot of things that we have been working to trying to get this government together, but how are we going to get it together if we do not get actually the steps. Thank you, Ms. Latresa, because of the effort, kindness the strength that you have been putting for that goal that you have been pursuing. When you asked me to help you to become a councilmember, I did not doubt, but I asked you many questions, and your position is here. The other thing is about bicycle roads that I have been asking for a while, because a lot of my people use bicycles to go to work have been getting a lot of tickets, why do we have to go through a long process to get something done? You do not have the money, I have the money, we got plenty of people, we can do this.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was motioned to adopted the agenda as printed.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

APPROVAL OF MINUTES:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from January 18, 2022 -**
S. Diane White, City Clerk

It was motioned that the minutes from the January 18, 2022, Work Session and Regular Meeting minutes be adopted.

Motion made by Councilmember Mears, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

NEW BUSINESS:

- 2. Request Council Approve Resolution to Transfer Previous Year CDBG Funds to Current Year –**
Executive Offices

It was motioned to approve the Resolution to Transfer Previous Year CDBG Funds to Current Year.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

3. Request Council Approval for "The Leaf" Monthly Newsletter – Public Information Office

It was motioned to approve the publication of the monthly newsletter "The Leaf".

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

4. Council Discussion to Reduce the Speed Limit on East Bound and West Bound Pineridge Drive – Chief Executive Offices

It was motioned to remove this item from the agenda and requested stop signs to be installed in the area.

Motion made by Councilmember Akins-Wells, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

5. Request Council Approval of the Main Street Streetscape Phase IIA – Relocation Agreement Between Georgia Power and City of Forest Park – Department of Planning and Community Development

It was motioned to approve the relocation agreement with GA Power for Phase IIA of the Main Street Streetscape.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

6. Request Council Approval to Purchase New City Street Light Banners – Chief Executive Office

It was motioned to move forward with purchasing of the new streetlight banners.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

7. Request Council to Vote on a Councilmember's Missed Meetings and Pay Reduction – Chief Executive Office

There was no action on this agenda item.

Councilmember Akins-Wells – I have a question for the City Attorney, this goes back to the work session discussion, it was just for the records, so with the reasoning, it is just the only thing they are supposed to vote on it being justified, the reason being justified right?

City Attorney – Yes, madam

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James – Good evening and welcome to February. Before I make my comments, I will say, that regarding a professional mediator, we do have a professional that comes to our sessions, and I will say that everyone has to be willing to come together, it can not be one-sided and I would like to say, if I am not welcomed to call someone, if I have been directed not to call someone, then I am not going to go out of my way call. Every now and then I may try to reach out, but I am not going out of my way to do so. The Ward meeting for January is on the city's website under Ward 1, you can go and listen to that you will hear some information about out Starr Park Master Plan Phase I.

This month is Black Heritage Month / Black History Month. The month of February has long been recognized as Black History Month across the country and continues to be a significant time to bring awareness of the culture to everyone. Black History Month is an annual celebration that started in the US in 1926. It was conceived by historian Carter G Woodson who proposed marking a time to honor African Americans and raise awareness of Black history. Carter G. Woodson, also known as the "Father of Black History," was the first scholar to designate a time to promote and educate people about Black history and culture during the month of February. In 1976, Negro History Week became Black History Month. Since this time, ALL Presidents officially recognize February as Black History Month. Here in the city of Forest Park, we have our own black history, which I would like to recognize, and council please assist me if I have something wrong. On the first black city management team was Angela Redding; first black directors, in our planning and zoning department was Al Wiggins; recreation and leisure, Tariq Maxwell, who is serving now; human resources is Shalonda Brown, who is also currently serving; finance department is our new incoming Finance Director Chiquita Barkley; public safety department we have our police chief, Nathaniel Clark; as our fire chief, we have our first black female Chief Latosha Clemons; as our first black city manager was Al Wiggins; first city solicitor Leslie Military, who is serving now and Robert Mack our first black city attorney; I do not know who the first black judge was, so I do not have that; the first elected black councilmember was Sparkle Adams and the first elected black mayor is our very own Angelyne Butler. So that is the black history for Forest Park.

Councilmember Antoine – Good evening, everybody, to those that are new welcome along with those listening online. To piggyback off black history month, for those that do not know, I am from Haiti, it is the first black country to gain it's independence, when Toussaint Louverture led a successful slave revolt, and since we are talking about black history, I think that is one of the histories that is not mentioned really in books, and that is why some of our students do not even know that this was the first black successful slave revolt in the world that happened in 1804. The city is moving in the right direction, we have employment opportunities at www.jobkroger.com on that website you will find information on jobs that hiring in our community. We still have the rental assistance program. We are in good hands, and we are here to serve everyone, and we are not here to mislead you, we are here to do the right thing.

Councilmember Akins-Wells – Thanks to everyone for tuning in online, those that here. In other news, on tomorrow, Feb. 8th, I met with the manager and owners of Zestos, which has been in our community since the 1940s. They wanted to do something to help give back to the community, and I wanted to do something to give back to the community and I never worked at a fast food facility, so if you stop by Zestos tomorrow between 12noon and 2:00pm, you will see CM Wells in a Zestos' uniform and working on the main register and Jonathan and Rumors Nightclub for being sponsors of this and continuously giving back to our community. So, the first 20 people that come in between 12noon and 2:00pm will have lunch on CM Wells, Jonathan Rushmere and Rumors nightclub. Thank you so much for everything that you do and helping to give back to the Forest Park community. Thank you Mr. Ibanez for your comments and yes we do have a mediator but some people you just cannot change, some want to work together for the betterment of the community and actually serve the people and not worry about people and their personal lives;

I do not focus on what other people have going on because I am too focused on the residents of Forest Park and doing things like Zestos to give back to the community that I grew up in. So, thank you so much for your comments and Mr. Pellegrine for your comments.

Councilmember Mears – I also would like to thank everyone for being here tonight, we had a retreat and in my personal opinion we covered a lot of ground and got a lot of information. We did some bonding and learned a lot about each other and what we got to do to move the city forward as for as a budget. We got a lot of outstanding things we want to do that cost a lot of money, so we to tighten our belts in some area and we got loosen them in others. We have got to take care of our fire and police department to make sure that we are protected, and we can get fire and emergency medicine when we need it, which is most important. Then we will build from that to make sure that all the people in the city protected. Thank you again for coming and see you next time.

Mayor Butler – Thank you and I would like to thank everyone for being present tonight, thank you councilmembers for your input in tonight's meeting and just as another little fun interesting fact than Toussaint Louverture who led the Haitian revolution, he is my seventh great, great uncle. I want to watch this video, within the summer of this year there will be dirt turning for new Forest Park Middle Stem School which will be coming to the area, so I want to show you, just a taste, of what is coming. A video of the new Forest Park Middle Stem School was shown. Thank you, that was just amazing. That in addition to the new senior active living complex that is coming on College Street, this is Ward 2 and CM Antoine you have a lot to be proud of. If this is not part of the manifestation of progress, I do not know what is, but that is direct result from the residents who voted on the SPLOST money, so you can see where some of your funds are going, so thank you to the residents for making that happen.

Received a message from CM Gutierrez, who had a death in the family, but wanted to remind everyone that Food Truck Friday will be held on Friday, Feb. 11th at the Fountain and there will be a movie and the theme is Black History Celebration.

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

There was no Executive Session

ADJOURNMENT:

It was motioned to adjourn the Regular meeting at 7:31pm.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Akins-Wells, Councilmember Mears

File Attachments for Item:

3. Council Approval of a Telecommunications and Right of Way Management agreement (TRM) –
Chief Executive Offices

AGREEMENT BETWEEN
THE CITY OF FOREST PARK
AND
THE GEORGIA MUNICIPAL ASSOCIATION, INC.
FOR TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT

WHEREAS, the City of Forest Park (“City”) desires to provide regulation and oversight of cable television and other telecommunications services being provided to the citizens of the City;

WHEREAS, the Georgia Municipal Association, Inc. (“GMA”) has available a telecommunications and right of way management program; and,

WHEREAS, the City has a need for such telecommunications and right of way management program.
THEREFORE, THE CITY AND GMA AGREE AS FOLLOWS:

Section 1. Services Provided to the City of Forest Park

GMA agrees to provide, either directly or through its agents or subcontractors, the following consulting services, (all of which are explained more fully below) which are to be known as GMA’s Telecommunications and Right of Way Management Program:

- a) Local Franchise Management, as more fully described in Section 2 of this agreement;
- b) State Issued Franchise Management, as more fully described in Section 3 of this agreement;
- c) Cellular Tower and PCS Tower Site Consultation Services, as more fully described in Section 4 of this agreement;
- d) Franchise Compliance Monitoring Services as more fully described in Section 5 of this agreement.
- e) Right of Way Ordinance Development as more fully described in Section 6 of this agreement.

Section 2. Local Franchise Management

Local Franchise Management shall include assisting the City with the following:

- a) Facilitating the City’s compliance with the 1984 and 1992 Federal Cable Acts, the Telecommunications Act of 1996 and the rules of the FCC affecting municipal regulation of cable and video service providers;
- b) Regulating cable rates for basic service, equipment and installation, and performing rate analysis to determine compliance with the Federal Communications Commission (“FCC”) rate regulations, if the City is a rate regulator;
- c) Evaluating and responding to requests for approval of franchise grant, transfer, modification or renewal;

- d) Recommending and developing customer service standards for cable and video service providers; and
- e) Assisting with Public Educational and Government Channel (PEG) development and implementation issues.

Section 3. State Issued Franchise Management

State Issued Franchise Management shall include assisting the City as needed with the following based on O.C. G. A. 36-76-1 *et seq.*:

- a) Reviewing requests for state issued franchises submitted to the Secretary of State's Office to provide service within the city's corporate limits, including facilitating the Secretary of State's procedural processes related to the franchise fee percentage for a holder of a state issued franchise;
- b) Assisting with Public Educational and Government Channel (PEG) development and implementation issues;
- c) Reviewing requests for transfers of state issued franchises submitted to the Secretary of State's Office for service provided within the city's corporate limits; and
- d) Assisting with customer complaints rules as established by the Governor's Office of Consumer Affairs.

Section 4. Cellular and PCS Tower Site Consultation Services

Cellular and PCS and Tower Site Consultation Services shall include:

- a) Negotiating agreement between the City and any cellular or PCS provider for use of the city's property by the provider;
- b) Advising Cities on the provisions of tower site agreements for the use of public land;
- c) Informing Cities concerning federal policies related to siting of wireless technologies; and
- d) Referring Cities to engineering or other professional resources on an as needed basis.

Section 5. State and Local Franchise Compliance Monitoring Services

Franchise compliance monitoring services shall include systematically reviewing the cable operator's or video provider's compliance with the terms of certain aspects of a local or state issued franchise agreement to encompass the following:

- a) Upon receipt of revenue report forms from the city, monitor compliance with the definition of "gross revenue" and assist with recovery of any identified underpayments;
- b) Periodically perform a review of the franchisee's books and records to determine compliance with the definition of gross revenue and assisting with recovery of any identified underpayment;
- c) Advising government concerning conducting the local performance review of an operator's performance in compliance with provisions of a local franchise agreement;

- d) Reviewing funding or other issues related to the government channel, tower rental fees or pole agreement fees if applicable;
- e) Documenting operator's carriage of appropriate insurance coverage;
- f) Checking and documenting the status of system construction timeframes, if applicable;
- g) Handling and resolving subscriber complaints as referred;
- h) Monitoring operator's adherence to federal, state or local customer service standards;
- i) Notifying Cities of any identified areas of noncompliance and resolution of same or notification that the operator was found to be in compliance;

Section 6. Rights of Way Ordinance Development

- a) Review existing Rights of Way Ordinance to determine City's current rights of way practices;
- b) Review existing permit process and other ordinances that impact use and restoration of the rights of way;
- c) Evaluate current Rights of Way practices and recommend changes; and
- d) Provide updated Rights of Way Ordinance based on the unique needs of the City

Section 7. Other Services

In addition to the services outlined above, the City may obtain technical performance auditing of a cable operator or telecommunications company and technical assistance in the development of public, educational and governmental access channels and institutional networks as well as engineering consulting services concerning cellular tower siting. These other services may be obtained from GMA, its agents, employees or subcontractors. The parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services; provided, however, the additional fee for each such additional service shall not exceed \$10,000.

Section 8. Effective Date, Renewal and Termination.

- a) This Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the Calendar year in which it was executed and at the close of each succeeding Calendar year for which it may be renewed as provided for herein.
- b) This Agreement shall commence as of _____, 20____. It is automatically renewed for successive one-year calendar terms thereafter, unless terminated by either GMA or the City by giving 30 days advance written notice of such termination to the other party. GMA shall be entitled to payment for services rendered to the City, including compensation due for additional services rendered to the City, including compensation due for additional services reasonably substantiated by GMA as of the effective date of termination.

- c) The total obligation of the City under this Agreement for the calendar year of execution shall initially be \$10,000.00. The total obligation of the City which will be incurred in each Calendar year renewal term shall be reflected in an annual invoice to be submitted to the City thirty (30) days prior to the due date. The invoice shall state the total amount of obligation for the upcoming year exclusive of amounts for any Other Services as the City may elect to obtain through the provisions of Section 7 of this agreement. The rendering of services by GMA or its subcontractors to the City after any renewal of this Agreement for such services shall result in additional obligations for the City.

Section 9. Hold Harmless

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement. To the extent permitted by law, the City holds harmless GMA for liability for the negligence of the City, its officers, agents, employees, or subcontractors arising out of this agreement. GMA holds harmless the City for the negligence of GMA, its officers, agents, employees, or subcontractors arising out of this agreement. No agency relationship created for other purposes including but not limited to workers compensation and employee benefits and neither party or their officers, agents or employees shall be deemed employees of the other party.

Section 10. Agency

In addition by executing the attached Agent Representation Form the City designates GMA, its officers, agents, employees, and contractors as agents of the City for purposes of Section 635A of the Communications Act of 1934, as amended, the applicable provisions of the Local Government Antitrust Act of 1984 and O.C. G. A. 36-76-1 *et seq* known as the Georgia Consumer's Choice for Television Act of 2008.

Section 11. Amendments.

This contract may be amended by future written agreements executed on behalf of the City and GMA.

Section 12. Georgia Security and Immigration Compliance Act

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) in connection with the covered contract, GMA will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

Section 13. Law Applicable.

This agreement shall be construed under the laws of the State of Georgia.

Section 14. Consulting Services

None of the services provided pursuant to this agreement shall be regarded or treated as the practice of law or accountancy.

EXECUTED ON BEHALF OF THE CITY OF FOREST PARK THIS _____ DAY OF _____, 20____.

ATTEST:

CITY OF FOREST PARK:

City Clerk

By: _____
Authorized Signatory, Title

APPROVED AS TO FORM:

City Attorney

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____
Larry H. Hanson, Executive Director

A RESOLUTION OF THE CITY OF FOREST PARK THROUGH THE COUNCIL TO AUTHORIZE THE MAYOR OF SAID CITY TO EXECUTE A TELECOMMUNICATIONS & RIGHT OF WAY MANAGEMENT PROGRAM AGREEMENT

WHEREAS, the City of Forest Park desires to regulate the provision of cable television and other telecommunications management services so as to assure that the citizens of said City receive quality service;

WHEREAS, the Georgia Municipal Association has available a telecommunications and right of way management program to assist the City in such regulation;

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Forest Park is hereby authorized to execute a telecommunications and right of way management program agreement on behalf of the City, in substantially the same form as Appendix A which is attached to and made a part of this resolution.

RESOLVED by the Mayor and Council of the City of Forest Park this _____ day of _____, 20 ____.

ATTEST:

By: _____
City Clerk

Mayor: _____
City of Forest Park

(SEAL)

File Attachments for Item:

4. Council Approval of the Homeland Security Grant Program SHSP FY2020 Grant from GEMA - Fire Department



**FISCAL YEAR 2020
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Forest Park Fire & EMS

GRANT: #91

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2020 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$5,723.00 to Forest Park Fire & EMS, as Subrecipient, in accordance with the Fiscal Year 2020 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective on October 1, 2020**, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through **August 31, 2022**. No modifications to the Budget can be made after the termination date, **August 31, 2022**, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY20 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY20 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- Exhibit A Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit B National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit C Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit E Tangible Property Report
(KEEP FOR REFERENCE)
- Exhibit F Department of Homeland Security, HSGP, Grant Agreement Number EMW-2020-SS-00089, Agreement Articles (KEEP FOR REFERENCE)
- Exhibit G Approved Budget Cost Line(s) (LOCATED IN EMGRANTS)
- Exhibit H DHS/FEMA Fiscal Year 2020 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:
<https://www.fema.gov/media-library/assets/documents/185911>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/media-library/assets/documents/101566>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EMGrantsPro System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EMGrantsPro System, which is due within 30 days of the end of each calendar quarter.
- E.**
The following reporting periods and due dates apply:

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31
• Fifth Quarter	October 1 - December 31	Due January 31
• Sixth Quarter	January 1 - March 31	Due April 30
• Seventh Quarter	April 1 - June 30	Due July 31
• Eighth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

- E. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

- C. Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

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

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this

signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.
- F. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- G. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2020 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- H. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.
- I. National Initiatives:**
1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:
 - <https://www.fema.gov/resource-management-mutual-aid>
 - <http://www.fema.gov/nims-doctrine-supporting-guides-tools>
 2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and

signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/exercise> and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY20 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <http://www.fema.gov/national-incident-management-system>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, www.USAspending.gov, and www.ProgressReports.gov

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2020 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2020 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2020 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2020 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever responding outside of its jurisdiction.
- F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide an approval or other instructions for disposal to the Subrecipient.
- G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

- H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR §200.320(f) must receive prior written approval from GEMA/HS.
- L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.
- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401

or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY20 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at <http://www.fema.gov/grant-programs-directorate-information-bulletins>

R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>

S. The Subrecipient agrees that funds from the FY 2020 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288.

Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
 2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY20 NOFO (Exhibit H) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2020 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY20 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. **Cause/Default:** This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. **Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.**
- C. **Convenience:** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.
- D. **Non-Availability of Funding:** Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other

agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Forest Park Fire & EMS have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

SUBRECIPIENT

Signature

Signature, Authorizing or Highest Official

Harlan Proveaux, Deputy Director of Homeland Security

Printed Name and Title of Signatory

Printed Name and Title of Signatory

02 / 09 / 2022

Date of Signature

_____/_____/_____

Date of Signature

58-6002562

Agency FEID (XX-XXXXXXXX)

809050185

Agency DUNS Number (XXXXXXXXXX)



**FISCAL YEAR 2020
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Forest Park Fire & EMS

GRANT: #97

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2020 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$30,800.00 to Forest Park Fire & EMS, as Subrecipient, in accordance with the Fiscal Year 2020 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective on October 1, 2020**, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through **August 31, 2022**. No modifications to the Budget can be made after the termination date, **August 31, 2022**, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY20 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY20 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- Exhibit A Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit B National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit C Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit E Tangible Property Report
(KEEP FOR REFERENCE)
- Exhibit F Department of Homeland Security, HSGP, Grant Agreement Number EMW-2020-SS-00089, Agreement Articles (KEEP FOR REFERENCE)
- Exhibit G Approved Budget Cost Line(s) (LOCATED IN EMGRANTS)
- Exhibit H DHS/FEMA Fiscal Year 2020 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:
<https://www.fema.gov/media-library/assets/documents/185911>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/media-library/assets/documents/101566>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EMGrantsPro System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EMGrantsPro System, which is due within 30 days of the end of each calendar quarter.
- E.**
The following reporting periods and due dates apply:

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1 - March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31
• Fifth Quarter	October 1 - December 31	Due January 31
• Sixth Quarter	January 1 - March 31	Due April 30
• Seventh Quarter	April 1 - June 30	Due July 31
• Eighth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

- E. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

- C. Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

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

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this

signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.
- F. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- G. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2020 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- H. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.
- I. National Initiatives:**
1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>
 2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and

- signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
 4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/exercise> and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY20 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <http://www.fema.gov/national-incident-management-system>.
 5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, www.USAspending.gov, and www.ProgressReports.gov

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2020 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2020 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2020 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2020 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever responding outside of its jurisdiction.
- F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide an approval or other instructions for disposal to the Subrecipient.
- G. **Non-Supplanting Requirement:** The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

- H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR §200.320(f) must receive prior written approval from GEMA/HS.
- L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.
- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401

or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY20 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at <http://www.fema.gov/grant-programs-directorate-information-bulletins>

R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>

S. The Subrecipient agrees that funds from the FY 2020 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288.

Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
 2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY20 NOFO (Exhibit H) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2020 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY20 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. **Cause/Default:** This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. **Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.**
- C. **Convenience:** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.
- D. **Non-Availability of Funding:** Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other

agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Forest Park Fire & EMS have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

SUBRECIPIENT

Signature

Signature, Authorizing or Highest Official

Harlan Proveaux, Deputy Director of Homeland Security

Printed Name and Title of Signatory

Printed Name and Title of Signatory

02 / 09 / 2022

Date of Signature

_____/_____/_____
Date of Signature

58-6002562

Agency FEID (XX-XXXXXXX)

809050185

Agency DUNS Number (XXXXXXXXXX)

File Attachments for Item:

5. Council Approval of the Appointments to Urban Design Review Board and Planning Commission
– Department of Planning & Community Development



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Appointments to Urban Design Review Board and Planning Commission – Department of Planning & Community Development

Submitted By: James Shelby

Date Submitted: February 10, 2022

Work Session Date: February 21, 2022

Council Meeting Date: February 21, 2022

Background/History:

On September 7, 2021, the City Council passed a new Zoning Ordinance. The new ordinance established the Urban Design Review Board and the Planning Commission. The Urban Design Review Board shall consist of five (5) members, who shall be appointed by the Mayor and City Council (Governing Body) for terms of three (3) years each. Each member shall be a resident or working professional within Clayton County.

Qualifications of individuals considered for appointment to the Board shall meet either one (1) of the two (2) following minimum requirements:

1. He or she shall be educated and/or experienced in the field of land development, arts and culture, engineering, architecture, urban planning, landscape architecture, real estate, or similar professional field; or
2. He or she shall be a design professional registered and licensed by the State of Georgia in one (1) of the following professional fields: architecture, engineering, or landscape architecture.

The Planning Commission shall consist of and continue as a five (5) member commission. Members shall be appointed and confirmed in accordance with Mayor and City Council approval. Planning Commission members shall be residents or property owners within the city and shall not be members of the city governing authority. Members shall be appointed for four (4) year terms and shall serve until their successor is appointed and qualified. Each successive appointment shall be for three (3) years.

Cost: \$ 0

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

Appointments to Urban Design Review Board and Planning Commission

File Attachments for Item:

6. Council Approval of the Reappointment of James Shelby, Director of Planning and Community Development to the Land Bank Authority – Executive Offices



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Approval of the reappointment of James Shelby, Director of Planning and Community Development to the Land Bank Authority – Executive Offices

Submitted By: James Shelby

Date Submitted: February 10, 2022

Work Session Date: February 21, 2022

Council Meeting Date: February 21, 2022

Background/History:

The City of Forest Park has appointment power over 1 seat on the Clayton County Land Bank Board. The Board Members' terms are staggered, such that some terms expire every April. Forest Park's current designee for the Land Bank Board is James Shelby. His seat is one of the ones where the term ends 4/21/22. Mr. Shelby was elected as Chairman of the Board for 2022 in the last meeting of the Land Bank Authority.

Cost: \$ 0

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

Approve the reappointment of James Shelby to the Land Bank Authority

File Attachments for Item:

7. Council Approval on a City-Wide Salary Increase Proposal – Executive Office

CITY WIDE SALARY INCREASE PROPOSAL

	CURRENT	TOTAL INCREASE	NEW ANNUAL TOTAL
POLICE 15% INCREASE (SWORN/CERTIFIED/NON CERTIFIED)	\$ 3,023,222.28	\$ 453,483.34	\$ 3,476,705.62
FIRE 15% INCREASE (SWORN/CERTIFIED/NON CERTIFIED)	\$ 1,924,897.52	\$ 288,734.63	\$ 2,213,632.15
\$17 MIN WAGE INCREASE	\$ 850,304.00	\$ 175,136.00	\$ 1,025,440.00
ALL OTHER EMPLOYEES 7% INCREASE	\$ 5,376,795.84	\$ 376,375.71	\$ 5,753,171.55
TOTALS	\$ 11,175,219.64	\$ 1,293,729.68	\$ 12,468,949.32