



AGENDA

Gainesville Mayor/Council Meeting
Tuesday, January 10, 2017, 5:30 PM
Public Safety Complex (Gainesville Justice Center)
Municipal Court Room, 701 Queen City Parkway
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATION(S):

- A. Recognition of Christmas Giving

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

ORGANIZATIONAL MEETING:

- A. Resolution: BR-2017-01 Emergency Interim Successors
- B. Appointment: Administrative Hearing Officer
- C. Appointment: Georgia Mountains Regional Commission
- D. Appointment: Legal Organ
- E. Appointments: Ex-Officio Members to Boards/Committees

CONSENT AGENDA:

Minutes

- A. December 13, 2016 Service Delivery Strategy
- B. December 15, 2016 Work Session
- C. December 20, 2016 Mayor/Council Meeting

Resolutions

- A. BR-2017-02 Declaration of Surplus Property
- B. PR-2017-01 Capital Improvements Plan (CIP) Tracking Tool
- C. PR-2017-02 Georgia Emergency Management FY2016 GSAR Grant Award
- D. PR-2017-03 Governor's Office of Highway Safety 2017 HEAT Grant

PUBLIC HEARING(S):

Annexation/Zoning Items

- A. Request from **Rochester and Associates, Inc.**, to rename Howard Road, located on the east side of State Route 365, to Lanier Tech Drive. **Ward Number: Two. Request: Road name change.**

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, January 6, 2017, 2:12 PM

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/29/2016
Presenter: Angela Sheppard / Carol Martin / Rusty Ligon
Item of Business: Recognition of Christmas Giving
Meeting Date: 1/10/2017

Purpose of Request:

To recognize employees and local businesses that gave to others during the Holiday Season.

History/Background:

The Police Department participated in the Shop-with-A-Cop event, provided Christmas to the family of a cancer patient at Children's Healthcare of Atlanta and made other personal contributions.

The Community Development Department became aware of families in need through Code Enforcement Efforts. Through contributions of employees and the community, CDD provided Christmas to 14 children this year.

Facts & Issues for Consideration:

Money for the Shop-with-A-Cop program was provided by Pilgrim's Pride and Cadillac of Lanier.

Department Recommendation:

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2017
Presenter: Danny Dunagan
Item of Business: Resolution: BR-2017-01 Emergency Interim Successors
Meeting Date: 1/10/2017

Purpose of Request:

The purpose of this request is to establish the order of succession during emergency situations.

History/Background:

An Emergency Interim Resolution is adopted annually to define the order of succession among the governing body.

Facts & Issues for Consideration:

The resolution was prepared based upon discussion at the December 15, 2016 Work Session.

Department Recommendation:

Adopt the resolution as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
2017 Emergency Interim	Resolution

RESOLUTION BR-2017-01
EMERGENCY INTERIM

WHEREAS, The Georgia Civil Defense Act as amended in 1962 requires the Emergency Interim Successor to be named.

NOW, THEREFORE, BE IT RESOLVED, that the Emergency Interim Successors for the City of Gainesville are designated in the order as listed below:

1. Mayor C. Danny Dunagan, Jr.
2. Mayor Pro Tem Ruth H. Bruner
3. Council Member George Wangemann
4. Council Member W. Samuel Couvillon
5. Council Member Zack Thompson
6. Council Member Barbara B. Brooks

Adopted this 10th day of January, 2017.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2017
Presenter: Danny Dunagan
Item of Business: Appointment: Administrative Hearing Officer
Meeting Date: 1/10/2017

Purpose of Request:

The purpose of this request is to appoint the Administrative Hearing Officer.

History/Background:

Chapter 1-8 of the Code of Ordinances provides for an Administrative Hearing Officer who shall be appointed by the governing body to serve a one-year term.

Facts & Issues for Consideration:

This appointment was discussed with the governing body during the December 15, 2016 Work Session. There was consensus to reappoint G. Hammond Law.

Department Recommendation:

Reappoint G. Hammond Law to serve another one-year term as the Administrative Hearing Officer.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Organizational Meeting Appointments	Backup Material

ORGANIZATIONAL MEETING APPOINTMENTS

POST	LAST NAME	FIRST NAME	ADDRESS	APPOINTED	EXPIRATION
City Manager	Lackey	Bryan	P.O. Box 2496 Gainesville, GA 30503	11/3/2015 effective 11/30/2015	
City Attorney	Hulsey, Oliver & Mahar, LLP (Abbott Hayes, Jr.)		P.O. Box 1457 200 E. E. Butler Parkway Gainesville, GA 30503 770-532-6312 ash@homlaw.com	10/6/2015 effective 1/1/2016	
City Auditor	Rushton & Company, CPA		726 S. Enota Drive NE Gainesville, GA 30501 770-287-7800	2/18/1997 1/7/2014	
Chief Judge	Law, III	G. Hammond	539 Green Street NW Gainesville, GA 30501 770-534-2511 lawhammond@bellsouth.net	1/1/1988 1/7/2014	
Municipal Court Solicitor	Bishop	Anne Marie	P.O. Box 313 Gainesville, GA 30503 annemariebishop@att.net 770-718-6762	2/16/16 UE	1/2/2018
Deputy Municipal Court Solicitor	Grant	Inez	Gillsville Law, LLC P. O. Box 246 Gillsville, GA 30543 gillsvillelaw@bellsouth.net	4/19/2016	1/2/2018
Administrative Hearing Officer	Law, III	G. Hammond	539 Green Street NW Gainesville, GA 30501 770-534-2511 lawhammond@bellsouth.net	1/1/1992 1/7/2014 1/6/2015 1/5/2016	1/3/2017
Legal Organ	The Times		345 Green Street, NW Gainesville, GA 30501 770-532-1234	1/5/2016	1/3/2017

EXPIRATION DATE: First Council Meeting of the year

UPDATED: 4/20/16, 4:55 PM dj

"As Needed": Charter states "shall be removed at anytime upon majority vote of the governing body".

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2017
Presenter: Danny Dunagan
Item of Business: Appointment: Georgia Mountains Regional Commission
Meeting Date: 1/10/2017

Purpose of Request:

The purpose of this request is to appoint a Council Member to represent the City at the meetings of the Georgia Mountains Regional Commission.

History/Background:

The governing body annually appoints a Council member to serve on the GMRC.

Facts & Issues for Consideration:

This appointment was discussed with the governing body during the December 15, 2016 Work Session. There was consensus to reappoint Council Member Wangemann.

Department Recommendation:

Appoint Council Member Wangemann to serve another one-year term on the GMRC.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 GMRC Members	Backup Material

GEORGIA MOUNTAINS REGIONAL COMMISSION

GMRC Council 2015-2016

Banks County

Danny Maxwell—County Appointee
Jerry Payne—City Appointee
Leslie George—Private Sector

Forsyth County

Brian Tam—County Appointee
Chuck Welch—City Appointee
Robert Long—Private Sector

Habersham County

Sonny James—County Appointee
Audrey Turner—City Appointee *
Ken Schubring—Private Sector

Hart County

Ricky Carter—County Appointee
Tray Hicks—City Appointee
Bill Chafin—Private Sector

Rabun County

Greg James—County Appointee
Debbie Chisholm—City Appointee
Douglas Wayne—Private Sector

Towns County

Bill Kendall—County Appointee
Andrea Gibby—City Appointee **
David Stovall—Private Sector

White County

Travis Turner—County Appointee
Annie Sutton—City Appointee
Bill Black—Private Sector

Governor Appointee

Rex Farmer—Private Sector
Vacant
Will Wade—Educational Rep.

Lt. Governor Appointee

Vacant

Speaker of the House Appointee

Peter Hill—Private Sector

Dawson County

Mike Berg—County Appointee
James Grogan—City Appointee
(Vice Chairman)
Charlie Auvermann—Private Sector

Franklin County

David R. Strickland—County Appointee
Ralph Owens—City Appointee
Gerald Voyles—Private Sector

Hall County

Dick Mecum—County Appointee
George Wangemann—City Appointee
(Secretary)
Deborah Mack—Private Sector

Lumpkin County

Chris Dockery—County Appointee
Sam Norton—City Appointee
J.B. Jones—Private Sector

Stephens County

Dean Scarborough—County Appointee
(Chairman)
David Austin—City Appointee
Vacant—Private Sector

Union County

Lamar Paris—County Appointee
Jim Conley—City Appointee
Mitch Griggs—Private Sector

* Will rotate alphabetically by city

** Will alternate between Hiawassee and Young Harris

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2017
Presenter: Danny Dunagan
Item of Business: Appointment: Legal Organ
Meeting Date: 1/10/2017

Purpose of Request:

The purpose of this request is to define the legal organ for the City of Gainesville.

History/Background:

Facts & Issues for Consideration:

The Gainesville Times has been the legal organ for 20+ years. There was consensus to proceed with reappointment during the December 15, 2016 Work Session.

Department Recommendation:

Proceed with the appointment as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Organizational Meeting Appointments	Backup Material

ORGANIZATIONAL MEETING APPOINTMENTS

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Chief Judge	Law, III	G. Hammond	539 Green Street NW Gainesville, GA 30501 770-534-2511 lawhammond@bellsouth.net	1/1/1988 1/7/2014	
Municipal Court Solicitor	Bishop	Anne Marie	P.O. Box 313 Gainesville, GA 30503 annemariebishop@att.net 770-718-6762	2/16/16 UE	1/2/2018
Deputy Municipal Court Solicitor	Grant	Inez	Gillsville Law, LLC P. O. Box 246 Gillsville, GA 30543 gillsvillelaw@bellsouth.net	4/19/2016	1/2/2018
Administrative Hearing Officer	Law, III	G. Hammond	539 Green Street NW Gainesville, GA 30501 770-534-2511 lawhammond@bellsouth.net	1/1/1992 1/7/2014 1/6/2015 1/5/2016	1/3/2017
Legal Organ	The Times		345 Green Street, NW Gainesville, GA 30501 770-532-1234	1/5/2016	1/3/2017

EXPIRATION DATE: First Council Meeting of the year

UPDATED: 4/20/16, 4:55 PM dj

"As Needed": Charter states "shall be removed at anytime upon majority vote of the governing body".

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2017
Presenter: Danny Dunagan
Item of Business: Appointments: Ex-Officio Members to Boards/Committees
Meeting Date: 1/10/2017

Purpose of Request:

The purpose of this request is to address the annual ex-officio appointments.

History/Background:

Facts & Issues for Consideration:

These appointments were discussed with the governing body during the December 15, 2016 Work Session. There was consensus to reappoint the elected officials to the same boards/committees.

Department Recommendation:

Appoint the ex-officio members as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Ex-Officio Appointments	Backup Material

EX-OFFICIO APPOINTMENTS

COMMITTEE	Meeting Schedule	2017
Chicopee Woods Area Park Commission		Bruner
Economic Development Council		Mayor
Gainesville-Hall County Development Authority	As Needed	Mayor
Gainesville Redevelopment Authority	As Needed	Mayor
Greater Hall Chamber of Commerce Board of Directors		Mayor
HALLmark Initiative		Mayor
Airport Advisory Committee	Quarterly	Couvillon
Beautification Steering Committee		Wangemann
Board of Health	Quarterly	Wangemann
Chattahoochee Golf Course Advisory Committee	Monthly	Thompson
Friends of the Park	Monthly	Brooks
Gainesville Non-Profit Development Authority	Quarterly	Brooks
Historic Preservation Commission	Monthly	Wangemann
Housing Authority		Dunagan
Main Street Gainesville Advisory Board	Bi-Monthly	Bruner
Parks & Recreation Board	Monthly	Couvillon
Planning and Appeals Board	Monthly	Wangemann

Updated 1/5/17 dj

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2017
Presenter: Denise Jordan
Item of Business: December 13, 2016 Service Delivery Strategy
Meeting Date: 1/10/2017

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2017
Presenter: Denise Jordan
Item of Business: December 15, 2016 Work Session
Meeting Date: 1/10/2017

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/6/2017
Presenter: Denise Jordan
Item of Business: December 20, 2016 Mayor/Council Meeting
Meeting Date: 1/10/2017

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/19/2016
Presenter: Bryan Lackey
Item of Business: BR-2017-02 Declaration of Surplus Property
Meeting Date: 1/10/2017

Purpose of Request:

Requesting Council declare the property on the attached listings as surplus for public sale

History/Background:

The City's Capital Asset policy dictates the procedure for transferring assets that have outlived their useful life to surplus. This policy has been followed with the assets listed on Attachments A and B. Financial Services periodically requests that property be declared surplus in order to sell or dispose of property in a timely and orderly manner.

Facts & Issues for Consideration:

Surplus property that was purchased by the City is offered to other city departments and agencies before a sale takes place. Property seized by the Police Department is not offered to city departments or agencies.

Department Recommendation:

Property listed on Attachments A and B be declared as surplus.

Department Director:

Jeremy Perry

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2017-02 Declaration of Surplus Property	Resolution
☐ Attachment A Tagged	Attachments/Exhibits
☐ Attachment B Non-Tagged	Attachments/Exhibits

RESOLUTION BR-2017-02

Declaration of Surplus Property

WHEREAS, the City Financial Services Staff recommends that the attached lists (Attachments A and B) of property be declared surplus and made available for sale or donation in accordance with Resolution BR-90-81 adopting the City's Purchasing Policies and Procedures; and

WHEREAS, said policies and procedures require City Council to declare property to be surplus in order for it to be sold either by sealed bids or by auction to the highest bidder, or disposed of in another matter as approved by the City Manager's office.

WHEREAS, it has been determined that the attached list of property has served beyond its useful life and City Financial Services Staff believes that the method of disposal shall be by sale at auction to the highest bidder in accordance with the policies and procedures, or dispensation in a manner approved by the City Manager; and

WHEREAS, the City Financial Services Staff shall set a date, place and time for the appropriate sale; and

WHEREAS, the method of disposal of surplus property shall be an auction, utilizing GovDeals, an online auction company recommended by the Georgia Municipal Association, with concurrence of the City Attorney, City Clerk, and City Manager in accordance with policies and procedures, or dispensation in a manner approved by the City Manager; and

WHEREAS, funds derived from the sale of surplus property shall be deposited to the appropriate fund and account as determined by the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby declare this property surplus and available for public sale or disposal as approved by the City Manager, and that any item not sold at the sale shall be disposed of in an appropriate manner with concurrence of the City Manager.

Adopted this _____ day of _____, 2017.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Tagged Assets

				Attachment A
Asset #	Asset Description	Dept #	Purchase Date	Purchase Cost
Municipal Court				
13459	Laptop	130	02/04/11	1,868.16
13506	CPU-Dell XP	130	02/04/11	1,042.99
City Manager's Office				
664	Table-Conference	140	09/01/98	1,674.00
650	Desk-Secretarial w/return	140	09/01/88	1,272.05
11506	Hutch-72" Inwood-Alisa	140	10/23/03	1,056.00
Financial Services & IT				
20774	Server Poweredge 2500	160	5/7/2002	8,323.00
19630	Server-Dell 2400	160	3/27/2001	5,849.00
12487	CPU-Precision 490	160	11/13/2006	2,886.15
12671	CPU-Precision 390	160	7/26/2007	1,999.73
12583	CPU-Precision 390	160	2/16/2007	1,888.26
12585	CPU-Precision 390	160	2/16/2007	1,888.26
13078	CPU-Precision T3500	160	7/17/2009	1,684.47
19585	CPU Dimension 4100	160	1/19/2001	1,568.00
12094	CPU-Optiplex GX620	160	9/23/2005	1,560.18
12150	CPU-Optiplex GX620	160	10/26/2005	1,552.23
12004	CPU-Optiplex GX620	160	8/4/2005	1,521.48
12007	CPU-Optiplex GX620	160	9/2/2005	1,474.08
12211	CPU-Optiplex GX620	160	4/24/2006	1,286.78
12164	CPU-Optiplex GX620	160	12/19/2005	1,257.78
12305	CPU-Optiplex GX620	160	6/30/2006	1,205.70
12309	CPU-Optiplex GX620	160	6/30/2006	1,205.70
12338	CPU-Optiplex GX620	160	7/27/2006	1,195.40
Human Resources				
11729	Desk	170	5/15/2004	1,150.00
Communications & Tourism				
13037	CPU-Dell Optiplex 760	940	6/17/2009	888.75
Community Service Center				
19397	2000 Ford Crown Vic	220	8/10/2000	19,698.00
19491	2000 Pontiac Grand Prix	220	8/31/2000	17,452.00
TV18				
11750	CPU-Pentium-4	250	6/830/04	2,568.00
12192	CPU-Optiplex GX620	250	3/10/2006	1,153.68
Police				
12801	2008 Ford Crown Victoria	221	5/1/2008	39,431.00
12802	2008 Ford Crown Victoria	221	5/1/2008	39,431.00
12527	2007 Crown Vic	221	4/13/2007	36,616.00
12522	2007 Ford Crown Victoria	221	4/13/2007	36,616.00
12529	2007 Ford Crown Victoria	221	4/13/2007	36,616.00
12064	2006 Crown Vic	221	11/7/2005	35,850.00
12958	2009 Ford Crown Victoria	221	4/27/2009	34,408.00
11521	2004 Crown Vic	221	1/6/2004	25,142.25
13679	2008 Ford Crown Victoria	221	4/12/2011	11,561.50
9879	Traffic monitor-solar mobile	221	1/28/1997	10,585.00
80093	Car K9 kennel was in 11521	221	1/6/2004	9,169.00
15224	2011 Chev Malibu	221	7/28/2015	7,500.00
12849	Laser shots firearms simulator	221	2/18/2008	6,910.00
13894	2002 Nissan X Terra	221	2/1/2012	4,507.46
12964	Kustom signals digital camera	221	7/17/2008	4,195.00
13729	Panasonic Toughbook	221	10/4/2011	4,105.85
8938	Kustom Pro Laser II	221	11/7/1996	4,010.00
11280	MV7 2 system w/overhead	221	9/11/2003	3,970.00
12677	Radar-Laser	221	2/8/2007	2,721.00

12676	Radar-Laser	221	2/8/2007	2,721.00
13708	Portable 48" mid-rise lift	221	6/30/2011	1,687.00
Fire Department				
15375	Pierce Fire Pumper Truck	222	01/23/95	238,120.00
12409	Breathing air compressor	222	12/14/06	32,705.76
PW- Public Lands & Bldg				
20606	Kawasaki 3000 Mule	317	1/25/2002	7,550.00
14171	Kawasaki 3000 Mule	317	6/4/1994	5,600.00
9163	1970 Hyster Forklift	317	10/1/1987	unknown
PW- Engineering				
19329	Desk w/right return	328	08/08/00	1,824.00
19376	Desk-Executive w/left return	328	08/03/00	1,339.00
654	Desk-Secretarial	328	08/01/88	1,272.05
PW- Traffic				
14707	Copier-Minolta w/cabinet	329	04/29/98	1,920.00
PW- Streets				
14720	Tymco Street Sweeper	331	04/24/98	94,947.00
19417	1990 Int'l 4700 Service Truck	331	07/03/00	57,295.00
14967	1999 Int'l 4700 Truck	331	02/26/99	54,261.00
14730	Excavator-Takeuchi TB035	331	09/23/98	29,752.00
19181	Giant Vac Model 6600	331	10/28/99	12,871.00
19930	Backhoe attachment for skid steer	331	07/16/01	7,112.00
15980	Generator-John Deere	331	10/28/99	1,300.00
PW- Solid Waste				
13389	Recovery Unit Thermal 4000	530	11/05/97	1,243.00
PW- Cemetery				
8412	1996 Chev S-10 Pickup	410	12/08/95	16,055.00
PW- Airport				
8916	1995 Chev S-10 Pickup	504	05/01/04	0.01
P & R				
11929	Reel mower-John Deere 3225C	325	05/15/05	33,500.00
9870	Mower-riding w/deck	325	12/31/96	6,995.00
11971	TV-Plasma 42"	380	05/09/05	1,847.68
12939	Reel mower	325	08/21/08	1,749.95
12940	Reel mower	325	08/21/08	1,749.95
20876	CPU-Dell	310	07/23/02	1,445.00
12346	CPU-Dell Optiplex GX620	380	07/27/06	1,195.40
Department of Water Resources				
12077	2006 Ford F750 Crew Cab	555	01/12/06	77,489.00
15979	1995 Ford F800 Chassis w/crane	552	10/08/99	59,150.00
12510	Excavator-2006 Yanmar	545	10/31/06	36,890.00
11471	2003 Spaulding 4 ton RMV trailer	545	09/02/03	21,725.00
20884	2003 Chevy Blazer 4dr 4x4	541	10/28/02	21,125.00
12033	2006 Chev Blazer 4x4	565	09/28/05	21,105.00
11755	2004 Chev Blazer	565	07/16/04	21,055.00
14937	1998 Ford Explorer	565	09/25/98	17,947.00
13115	2010 Ford F150	552	09/11/09	15,335.00
13202	1997 Ford Taurus	575	05/02/97	14,623.00
20881	2002 Chevy Silverado	550	07/25/02	14,186.00
12036	2006 Chevrolet Silverado	585	09/15/05	13,890.00
19381	2000 Chevy S10	560	06/23/00	13,643.50
11867	Color Copier	560	12/06/04	11,793.50
11310	2004 Ford Ranger	575	09/02/03	11,417.00
13331	Trailer-1997 15 ton, Custom Tag	555	11/07/97	10,772.00
14949	1998 Leroi air compressor	555	07/15/98	10,745.00
14942	Trailer-1998 15 ton, Custom Tag	545	09/14/98	10,349.00

19837	Portable Stormwater Sampler	560	04/24/01	10,140.00
11334	Trailer-2003 15 ton, Millenium Tag	555	08/13/03	9,773.13
9916	Disc Drum Brake Lathe Mod 6900	545	01/28/97	8,865.00
11369	Ricoh Copier	575	07/24/03	8,800.00
1612	Trailer-1984 Bame	555	03/20/84	8,200.00
11865	BOD Incubator	560	01/20/05	5,472.56
15621	American Sigma Portable Sampler	560	11/20/98	4,524.48
12393	Metrotech 9890 DLXT line locator	545	06/16/06	3,390.00
12815	PC-Dell Precision 670	575	10/10/07	2,500.00
13784	Metrotech 810X-D Locator	545	09/02/11	2,474.00
19298	Elmo EV 400AF Visual Projector	585	08/01/00	2,150.00
11726	Metrotech 810 line tracer	545	07/13/04	2,048.50
11780	Turbidimeter-Hach Low Range	541	10/08/04	1,940.00
12584	CPU-Dell Precision 390	545	06/10/13	1,888.26
15911	American Sigma Velocity Meter	560	08/17/99	1,816.75
13075	Dell Precision T3500	565	07/17/09	1,684.47
13073	Dell Precision T3500	565	07/17/09	1,684.47
13855	Dell Precision T3500	565	01/10/12	1,651.57
11842	CPU-Dell Optiplex GX270T	560	01/13/05	1,598.98
12573	Dell Optiplex 745	565	02/16/07	1,413.38
20709	Optiplex GX240	552	04/10/02	1,410.00
20551	CPU-Dell Dimension 4300	560	12/28/01	1,372.00
12421	CPU-Dell Optiplex GX620	540	08/15/06	1,282.94
12365	CPU-Dell Optiplex GX620	560	08/24/06	1,266.94
12367	CPU-Dell Optiplex 620	560	08/25/06	1,266.94
12418	Optiplex GX620	552	08/15/06	1,266.94
12453	PC-Optiplex GX620	545	09/27/06	1,180.34
15152	Desk w/credenza	585	09/15/94	1,175.00
12470	Dell Optiplex 745	565	11/02/06	1,164.95
12860	PC-Dell Optiplex 755	552	04/16/08	1,161.00
12862	Optiplex 755	552	03/26/08	1,161.00
13243	CPU-Optiplex Dell 780	545	06/10/10	1,032.59
13146	Optiplex 760	552	09/29/09	948.96
20813	Mower-Snapper self propelled	541	06/07/02	589.00
PW-Vehicle Services				
13258	Oil pump	630	07/08/97	1,761.00

Non Tagged Assets

Attachment B

Asset #	Asset Description	Dept #	Comments
Municipal Court			
No Tag	Printer	130	Below Threshold
City Manager's Office			
No Tag	Credenza-Angela	140	Below Threshold
No Tag	Hutch w/glass doors-Angela	140	Below Threshold
No Tag	Leather Executive chair-Angela	140	Below Threshold
No Tag	2-drawer lateral file-wood	140	Below Threshold
No Tag	2-drawer file-wood-copy	140	Below Threshold
No Tag	Credenza-Inwood-Alisa	140	Below Threshold
No Tag	Bookshelf-72"-Alisa	140	Below Threshold
No Tag	Desk-Reception-Jessica	140	Below Threshold
No Tag	Bookcase-Record Rm	140	Below Threshold
No Tag	Table-42" Round-Mayor	140	Below Threshold
No Tag	(12) Chairs-Paoli, Green	140	Below Threshold
No Tag	Desk-Writing-Conf Rm	140	Below Threshold
No Tag	Table-Small-Angela	140	Below Threshold
No Tag	Table-Small sofa table	140	Below Threshold
No Tag	(3) Files-2 drawer lateral	140	Below Threshold
No Tag	Desk-secretary w/return	140	Below Threshold
No Tag	Credenza-Alisa	140	Below Threshold
No Tag	Credenza-Angela	140	Below Threshold
No Tag	Bookcase-5 shelf	140	Below Threshold
No Tag	Small table	140	Below Threshold
No Tag	(2) Chair mats	140	Below Threshold
No Tag	Sofa table-wood	140	Below Threshold
No Tag	Picture-Doors of NEGA	140	Below Threshold
No Tag	Table-small, wood/casters	140	Below Threshold
No Tag	(2) Mini-blinds, white	140	Below Threshold
No Tag	Trash can-green recycle	140	Below Threshold
No Tag	(5) Trash-recycle	140	Below Threshold
No Tag	(2) Chairs-black leather high back	140	Below Threshold
No Tag	Chair-fabric high back	140	Below Threshold
No Tag	Table-42" round	140	Below Threshold
No Tag	Misc art work	140	Below Threshold
No Tag	Misc décor	140	Below Threshold
No Tag	(2) Hanging file frames-new	140	Below Threshold
No Tag	(4) Hanging file frames-legal	140	Below Threshold
No Tag	(2) Brass flag bases	140	Below Threshold
No Tag	(2) Flags	140	Below Threshold
No Tag	Thermal receipt paper roll	140	Below Threshold
No Tag	(2) File organizers	140	Below Threshold
No Tag	(2) Trash cans-blue recycle	140	Below Threshold
Financial Services			
No Tag	(2) 4/drawer file cabinets	160	Below Threshold
No Tag	5/drawer file cabinet	160	Below Threshold
No Tag	(6) Chairs	160	Below Threshold
Human Resources			
No Tag	Black office chair	170	Below Threshold
Planning			
No Tag	(2) Guest chairs	180	Below Threshold
No Tag	Form cabinet	180	Below Threshold
Community Service Department			
No Tag	Table (Meals on Wheels)	220	Below Threshold

No Tag	Shredder-Fellowes	220	Below Threshold
No Tag	Printer-HP OfficeJet Pro K5400	220	Below Threshold
Police			
No Tag	1999 Chev Tahoe	221	Seized
No Tag	1992 Oldsmobile Cutlass Supreme	221	Seized
No Tag	1986 Toyota Camry	221	Abandoned
No Tag	1995 Ford Escort	221	Abandoned
No Tag	1988 Yamaha JYA3A	221	Abandoned
No Tag	1995 Honda Civic	221	Abandoned
No Tag	1996 Nissan Maxima	221	Abandoned
No Tag	Seiko Watch, Ladies	221	Abandoned
No Tag	Tennis Bracelet	221	Abandoned
No Tag	(3) Gold Chains	221	Abandoned
No Tag	(10) Pairs Gold Earrings	221	Abandoned
No Tag	(3) Gold Earrings (Individual)	221	Abandoned
No Tag	(2) Stud Earrings (Individual)	221	Abandoned
No Tag	(4) Rings, Silver	221	Abandoned
No Tag	(6) Rings, Gold	221	Abandoned
No Tag	(2) Silver Necklaces w/Charm	221	Abandoned
No Tag	Silver Bracelet	221	Abandoned
No Tag	Gold Cross & Gold Tooth	221	Abandoned
No Tag	(2) Ring & Earring	221	Abandoned
No Tag	Gold Necklace w/Cross	221	Abandoned
No Tag	Sanyo TV, Model #DS27425	221	Abandoned
No Tag	Stanley Tool Box w/misc. tools	221	Abandoned
No Tag	Huffy, 20" Girl's Bicycle, Pink	221	Abandoned
No Tag	Next, 20" Bicycle, Green	221	Abandoned
No Tag	Mongoose, 20" Bicycle, Silver	221	Abandoned
No Tag	Rifle-Winchester, Mod-1200, 12ga	221	Abandoned
No Tag	Gun Case	221	Abandoned
No Tag	Helbros Gold Watch, Ladies	221	Abandoned
No Tag	(2) Gold Rings	221	Abandoned
No Tag	24" Gold Serpentine Chain	221	Abandoned
No Tag	Gold Chain w/#1 Mom Charm	221	Abandoned
No Tag	(2) Pendants- Clover & Head ("Chris")	221	Abandoned
No Tag	Gold ring w/diamond studs	221	Abandoned
No Tag	1 pr Gold earrings w/diamond studs	221	Abandoned
No Tag	Bicycle-Pacific Quasar, Green	221	Abandoned
No Tag	(7) Kustom Pro-Lite's	221	Below Threshold
No Tag	Watch Guard MVR camera	221	Below Threshold
No Tag	Watch Guard DVD	221	Below Threshold
No Tag	Watch Guard monitor	221	Below Threshold
No Tag	Kustom Pro Laser II	221	Below Threshold
No Tag	Trek bicycle	221	Below Threshold
No Tag	Trek bicycle	221	Below Threshold
No Tag	Trek bicycle	221	Below Threshold
No Tag	Trek bicycle	221	Below Threshold
No Tag	(5) Strobe pwr pack-ShoMe	221	Below Threshold
No Tag	power box-Signal	221	Below Threshold
No Tag	(5) Strobe pwr pack-Signal-Optimax906	221	Below Threshold
No Tag	(2) Strobe pwr pack-Star Pak	221	Below Threshold
No Tag	Strobes	221	Below Threshold
No Tag	Head light flasher-Whelen	221	Below Threshold
No Tag	(14) Strobe pwr pack-Whelen	221	Below Threshold
No Tag	(7) Switch boxes-Carson	221	Below Threshold
No Tag	(2) Switch boxes	221	Below Threshold
No Tag	Siren speaker-CPI	221	Below Threshold
No Tag	(21) Siren speakers-Federal Signal	221	Below Threshold
No Tag	Siren speaker	221	Below Threshold
No Tag	(3) Siren speakers-Whelen	221	Below Threshold
No Tag	(33) Switch boxes-Whelen	221	Below Threshold

No Tag	(7) MVR Camera-Kustom	221	Below Threshold
No Tag	(6) MVR CPU-Kustom	221	Below Threshold
No Tag	(6) MVR Display-Kustom	221	Below Threshold
No Tag	(17) MVR DVD-Kustom	221	Below Threshold
No Tag	(17) Cameras-Mobile Vision	221	Below Threshold
No Tag	(15) MVR Display overhead-Mobile Vision	221	Below Threshold
No Tag	MVR Control Head-Mobile Vision	221	Below Threshold
No Tag	MVR Transmitter-Mobile Vision	221	Below Threshold
No Tag	(10) Cameras-Watch Guard	221	Below Threshold
No Tag	(5) DVD overhead-Watch Guard	221	Below Threshold
No Tag	(4) DVD-Watch Guard	221	Below Threshold
No Tag	(6) Monitors-Watch Guard	221	Below Threshold
No Tag	(9) Laptop stands-Premier	221	Below Threshold
No Tag	Box misc wires from electronic devices	221	Below Threshold
No Tag	Power box-Astron	221	Below Threshold
No Tag	(5) Radar controller-Eagle Eye	221	Below Threshold
No Tag	(13) Flashlights-Maglite	221	Below Threshold
No Tag	(7) Radios-Motorola	221	Below Threshold
No Tag	(11) Radio speakers-Motorola	221	Below Threshold
No Tag	(2) Radios-Realistic	221	Below Threshold
No Tag	(6) Flashlights-Streamlight	221	Below Threshold
No Tag	(2) Pouches-Gould/Goodrich for Sig mags	221	Below Threshold
No Tag	(11) Holsters-right handed-Uncle Mike's	221	Below Threshold
No Tag	(11) Holsters-left handed-Uncle Mike's	221	Below Threshold
No Tag	(13) Rear door panels-Chev Caprice	221	Below Threshold
No Tag	(13) Seats-Chev Caprice	221	Below Threshold
No Tag	Camera-Canon	221	Below Threshold
No Tag	(4) Cameras-digital-Fuji & binoculars	221	Below Threshold
No Tag	Data Collector-Kustom	221	Below Threshold
No Tag	(17) VCR's-Mobile Vision	221	Below Threshold
No Tag	8mm player-Sony Walkman	221	Below Threshold
No Tag	Camera-Sony	221	Below Threshold
No Tag	Binoculars	221	Below Threshold
No Tag	(2) Light bars-Signal/Star	221	Below Threshold
No Tag	(2) Light bars-Sound Off	221	Below Threshold
No Tag	(5) Light bars-Sound Off	221	Below Threshold
No Tag	(7) Light bars-Whelen-LFL Patriot	221	Below Threshold
No Tag	(3) Light bars-Whelen-Edge	221	Below Threshold
No Tag	(3) Set of seats-Ford Explorer	221	Below Threshold

Code Enforcement

No Tag	Wooden office desk	227	Below Threshold
No Tag	Wooden printer stand	227	Below Threshold
No Tag	Wooden media cabinet	227	Below Threshold
No Tag	laminated computer stand	227	Below Threshold
No Tag	2 drawer file cabinet	227	Below Threshold
No Tag	(3) Wooden book cases	227	Below Threshold

PW- Public, Lands & Buildings

No Tag	Folding table	317	Below Threshold
No Tag	Case backhoe	317	Below Threshold

PW- Streets

No Tag	(5) Weed eaters	331	Below Threshold
No Tag	24" backhoe bucket	331	Below Threshold
No Tag	18" backhoe bucket	331	Below Threshold
No Tag	12" backhoe bucket	331	Below Threshold
No Tag	(10) misc equip weights	331	Below Threshold
No Tag	(43) metal concrete forms	331	Below Threshold
No Tag	(8) 6" metal concrete forms	331	Below Threshold

No Tag	(46) 6" metal curb/gutter face forms	331	Below Threshold
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PW- Solid Waste

No Tag	(3) Step bumpers for pick up trucks	530	Below Threshold
No Tag	Tail gate for Ford truck	530	Below Threshold
No Tag	F-150 truck bed	530	Below Threshold
No Tag	Tail gate for Dodge pickup	530	Below Threshold

Department of Water Resources

No Tag	Shredder	575	Below Threshold
No Tag	Phone-Casio 1Gz	575	Below Threshold
No Tag	Hotspot-Verizon	575	Below Threshold
No Tag	bookshelf	575	Below Threshold
No Tag	4-shelf bookcase	575	Below Threshold
No Tag	6' wooden bookcase	575	Below Threshold
No Tag	Wooden bookcase	585	Below Threshold
No Tag	Glass end table	585	Below Threshold
No Tag	Chair-Blk/grey rolling	585	Below Threshold
No Tag	Chair-Blk vinyl rolling	585	Below Threshold
No Tag	Chair-Blk cloth rolling	585	Below Threshold
No Tag	Chair-Grey cloth rolling	585	Below Threshold
No Tag	Ethernet cables	575	Below Threshold
No Tag	Parallwl cables	575	Below Threshold
No Tag	Power cables	575	Below Threshold
No Tag	USB bar code scanner	575	Below Threshold
No Tag	Power House 250 UPS	575	Below Threshold
No Tag	Speaker-for computer monitor	575	Below Threshold
No Tag	Keyboard	575	Below Threshold
No Tag	Wooden printer stand	575	Below Threshold
No Tag	Kids table w/3 chairs	575	Below Threshold
No Tag	Chair-rolling office, grey	575	Below Threshold
No Tag	(2) File folder hangers-rolling	575	Below Threshold
No Tag	Bookcase-4'	575	Below Threshold
No Tag	(2) Chairs-blue upholstered	575	Below Threshold
No Tag	Tripp Lite UPS pwr supply	575	Below Threshold
No Tag	Monitor, Dell	565	Below Threshold
No Tag	(2) Keyboards	575	Below Threshold
No Tag	(2) Box of file sorters, plastic bins	575	Below Threshold
No Tag	Box of reference books	585	Below Threshold
No Tag	Set of computer speakers	585	Below Threshold
No Tag	Chair floor mat	585	Below Threshold
No Tag	Piece of wooden desk	585	Below Threshold
No Tag	Set of plastic file trays	585	Below Threshold
No Tag	Box of file trays	585	Below Threshold
No Tag	(2) Paper storage bins	585	Below Threshold
No Tag	Small table	575	Below Threshold
No Tag	(27) Misc cell phones	585	Below Threshold
No Tag	(2) Boxes of binders	585	Below Threshold
No Tag	VHS tape player	585	Below Threshold
No Tag	(2) Boxes of assorted desk trays	585	Below Threshold
No Tag	Under desk keyboard shelf	585	Below Threshold
No Tag	BM805 Micro transcriber	585	Below Threshold
No Tag	Uninterruptable power supply	585	Below Threshold
No Tag	Printer-HP Officejet 7110	550	Below Threshold
No Tag	TV-Phillips Magnovox	585	Below Threshold
No Tag	Box of old hotspot cards	585	Below Threshold
No Tag	UPS unit	565	Below Threshold
No Tag	(3) Rolling desk chairs	575	Below Threshold
No Tag	Verizon Air Card-USB modem	585	Below Threshold
No Tag	(25) misc phone clips/cases	585	Below Threshold
No Tag	Veriaon jet pack-MiFI device	585	Below Threshold
No Tag	(30) casio flip phone GXOne Ravine	585	Below Threshold
No Tag	(2) Nextel Motorola flip phones	585	Below Threshold
No Tag	Motorola blackberry device	585	Below Threshold
No Tag	(5) Samsung convoy flip phones	585	Below Threshold
No Tag	Verizon kyrocera smart phone	585	Below Threshold
No Tag	(3) Verizon motorola ravor	585	Below Threshold
No Tag	(3) Samsung galaxy S4	585	Below Threshold
No Tag	Samsung galaxy S5	585	Below Threshold
No Tag	Copier-IR3305	551	Below Threshold

No Tag	(4) Black rolling chairs	575	Below Threshold
No Tag	Shelf	575	Below Threshold
No Tag	(4) Blue chairs	575	Below Threshold
No Tag	Brother fax 4100	575	Below Threshold
No Tag	UPS	575	Below Threshold
No Tag	(5) Front wheels from 3 wheel ferris mower	541	Below Threshold
No Tag	(3) Front drive arms for ferris mower	541	Below Threshold
No Tag	(2) Mufflers for ferris mower	541	Below Threshold
No Tag	Air filter for ferris mower	541	Below Threshold
No Tag	Exhaust pipe for ferris mower	541	Below Threshold
No Tag	(2) Deck lift cylinders for ferris mower	541	Below Threshold
No Tag	(6) Cooling fans for ferris mower	541	Below Threshold
No Tag	(2) Spindles for ferris mower	541	Below Threshold
No Tag	(9) Blades for ferris mower	541	Below Threshold
No Tag	(7) Pulleys for ferris mower	541	Below Threshold
No Tag	(2) Belts for ferris mower	541	Below Threshold
No Tag	Box Misc parts for ferris mower	541	Below Threshold
No Tag	(2) Charging stations for midland radios	541	Below Threshold
No Tag	(4) Endress Hauser Meters	541	Below Threshold
No Tag	Box CCTV parts	541	Below Threshold
No Tag	(2) metal office desks	541	Below Threshold
No Tag	(12) Mahogany conference chairs	560	Below Threshold
No Tag	Dell Dimension 4550	560	Below Threshold

PW- Vehicle Services

No Tag	Mirror	630	Below Threshold
No Tag	Weather strip	630	Below Threshold
No Tag	Strainer sump	630	Below Threshold
No Tag	Seat belt	630	Below Threshold
No Tag	Knob	630	Below Threshold
No Tag	Knob	630	Below Threshold
No Tag	Main broom bushing	630	Below Threshold
No Tag	(2) Scrapers	630	Below Threshold
No Tag	(2) Seals	630	Below Threshold
No Tag	Turn signal switch	630	Below Threshold
No Tag	Hydraulic motor	630	Below Threshold
No Tag	Front blower motor	630	Below Threshold
No Tag	(2) Rotors	630	Below Threshold
No Tag	Cable	630	Below Threshold
No Tag	Strip broom	630	Below Threshold
No Tag	(2) Fire extinguishers	630	Below Threshold
No Tag	Overhead header	630	Below Threshold
No Tag	Tie rod end	630	Below Threshold
No Tag	Bearing	630	Below Threshold
No Tag	Clutch	630	Below Threshold
No Tag	Fuel filter for gas pump]	630	Below Threshold

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/21/2016
Presenter: Bryan Lackey
Item of Business: PR-2017-01 Capital Improvements Plan (CIP) Tracking Tool
Meeting Date: 1/10/2017

Purpose of Request:

Award of Contract to Dewberry Consultants LLC to develop and implement a CIP tracking tool.

History/Background:

The Council has approved the Department of Water Resources Five-Year Capital Improvements Plan which includes some \$120,258,000.00 in projects to construct facilities and maintain existing infrastructure for the City's water, wastewater and stormwater systems. This tracking tool will allow the Department to better and more pro-actively manage these projects.

Facts & Issues for Consideration:

Water Resources staff received a proposal from Dewberry Consultants LLC for this project.

Department Recommendation:

Authorize staff by resolution to enter into an agreement with Dewberry Consultants LLC to develop and implement a CIP tracking tool.

Department Director:

Linda MacGregor

If funding is involved, are funds approved within the current budget?

Amount Requested:

\$122,000

Source of Funds:

Department of Water Resources Capital Projects Fund

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
□ PR-2017-01 CIP Tracking Tool	Resolution
□ CIP Tracking Tool CIP Summary	Attachments/Exhibits

RESOLUTION PR-2017-01

Capital Improvements Plan (CIP) Tracking Tool

WHEREAS, the City of Gainesville owns and operates a water treatment and distribution system and a wastewater treatment and collection system and a stormwater conveyance system; and

WHEREAS, annually the City Council approves the Five-Year Capital Improvements Plan of the Department of Water Resources (DWR); and

WHEREAS, DWR executes this plan to provide system improvements and extensions; and

WHEREAS, Dewberry Consultants LLC provided a proposal and scope of services dated December 8, 2016 to assist DWR in executing the Capital Improvements Plan by designing and providing a computerized tracking tool; and

WHEREAS, DWR staff have reviewed the proposal and recommend entering into an Agreement for Professional Services for an amount of \$85,885.00. Also recommended is an additional \$36,115.00 to cover software, legal fees, staff salaries and other miscellaneous project expenditures.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes entering into an Agreement for Professional Services with Dewberry Consultants LLC in the above recommended amount.

BE IT FURTHER RESOLVED THAT the total authorized expenditure shall not exceed \$122,000.00 and that said expenditure shall be from the Department of Water Resources Capital Projects Fund.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to sign applicable documents that may be necessary to complete this project.

Adopted this ____ day of _____, 2017.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

DEPT OF WATER RESOURCES

CAPITAL IMPROVEMENTS PROJECT SUMMARY REQUEST

PROJECT NAME: CIP Tracking Tool			
PROJECT NUMBER: _____		PROJECT DEPARTMENT Water Resources	
RESOLUTION NUMBER: _____		LOCATION: 4970.00	
PROJECT MANAGER: Myron Bennett			
CHECK ONE: NEW PROJECT: ☒ ADDITIONAL FUNDING _____			

CODE		ACCOUNT NUMBER	AMOUNT REQUEST
SWB - CITY PROVIDED PROJECT MANAGEMENT			
1100	Salaries and Wages	511100.XXX to 511150.XXX	\$5,000.00
1101	Overtime Earnings	511300.XXX to 511350.XXX	
1110	Health and Life Insurance Premiums	512100.000	
1140	Social Security and Medicare Expense	512200.000	
1171	Retirement Contribution - Plan A	512400.001	
	SUBTOTAL		\$5,000.00
PDD - PROJECT DEVELOPMENT & DESIGN			
8101	Project Development	541000.001	
8102	Facility Design/Bidding Service	541000.002	
8103	Geotechnical	541000.003	
8104	Laboratory	541000.004	
8105	Survey	541000.005	
8106	Other	541000.011	
8107	Legal Services	541000.006	\$3,000.00
	SUBTOTAL		\$3,000.00
LAND - LAND/EASEMENT ACQUISITION			
8201	Survey	541100.003	
8202	Legal Services	541100.004	
8203	Land Agent Services	541100.005	
8204	Land Purchase	541100.001	
8205	Easement Acquisition	541100.002	
	SUBTOTAL		\$0.00
CON - CONSTRUCTION			
8301	Construction Admin. Services	541000.007	
8302	Resident Inspection Services	541000.008	
8303	Legal Services	541000.006	
8304	Contracted Construction Cost	541000.009	
8305	City-Furnished Materials	541000.010	
8306	Other	541000.011	
8308	Furnishings and Equipment (Taggable Assets)	531600.002	
	SUBTOTAL		\$0.00
MEQ - MACHINERY AND EQUIPMENT			
2000	Equipment	542000.000	
2200	Vehicles	542200.000	
	SUBTOTAL		\$0.00
INT - INTANGIBLES			

5431	Master Plans & Studies	543000.001	\$85,885.00
5432	Software	543000.002	\$12,500.00
5433	Other	543000.003	\$15,615.00
	SUBTOTAL		\$114,000.00
RMT - REPAIRS AND MAINTENANCE			
5201	Annual Maintenance Contracts	522200.001	
5202	General Repairs and Maintenance	522200.002	
5203	Equipment Repairs	522200.003	
5204	Vehicles	522200.004	
5205	Tires	522200.005	
5206	Streets	522200.006	
5207	Sidewalks	522200.007	
5208	Bridges	522200.008	
5209	Stormwater	522200.009	
	SUBTOTAL		\$0.00
	TOTAL		\$122,000.00

December 8, 2016

Ms. Linda MacGregor, P.E.
Director
Department of Water Resources
City of Gainesville
757 Queen City Parkway, SW
Gainesville, GA 30501

RE: City of Gainesville Capital Improvement Program Tracking Tool

Dear Ms. MacGregor:

Dewberry Consultants LLC (Dewberry) pleased to present this proposal to the City of Gainesville (City) Department of Water Resources (DWR) to develop a Capital Improvement Program (CIP) Tracking Tool to assist with improving delivery of the CIP. It is our understanding that the City has a 5-year CIP which includes Water, Wastewater, and Stormwater Capital Projects for DWR. DWR along with other City Departments report quarterly progress on active Capital Projects; however, the tools utilized to report quarterly progress do not track nor assist with planning and scheduling future capital projects.

DWR has identified the need to develop a CIP Tracking Tool that tracks both active and future capital projects that also includes additional enhancements such as Project Description, DWR Project Manager, Consultant/Contractor, Project Status, Financial Tracking, Future Planned Activities, etc. The purpose of this project as outlined in the scope of services below is to work with DWR to develop a CIP Tracking Tool to be initially implemented in DWR, but could be scaled for implementation in other Departments, that will assist in improving the delivery of the City's CIP.

Task 1 – Needs Assessment and Requirements Validation

Dewberry will prepare a Needs Assessment and will validate requirements for the CIP Tracking Tool. The Needs Assessment will define the requirements for the Tracking Tool including key workflows, processes, analysis and reporting requirements. Dewberry will document both immediate-term requirements (for deployment no later than the 2nd quarter of calendar year 2017) as well as mid-term (throughout 2017 into early 2018) and long-term requirements. Understanding mid- and long-term requirements and vision is important as it allows the City to select and implement a solution that will easily scale into those future requirements over time.

Dewberry will work with the City to prioritize requirements, focusing on critical needs that must be satisfied through the CIP Tracking Tool. Lower priority requirements should still be identified as opportunities may be presented allowing the City to satisfy those requirements over time as well.

The Needs Assessment will document requirements including:

1. Capital project information to be captured and managed (as initially listed above),
2. Analysis requirements (budget and spend analysis, etc.),

3. Summary/reporting requirements (roll up information, reports, etc.),
4. Visualization requirements (dashboard, map views using geographic information systems – or GIS),
5. Necessary integration with other City systems including but not limited to financial and the nature of integration (data import/export, direct web services connection, etc.),
6. List of City workflows and processes for adding, updating and using information in the CIP Tracking Tool. The Needs Assessment will provide a high level summary, not detailed “process map” of the identified workflows.

Each requirement will be categorized by:

1. Priority and need (high, medium, low),
2. Timeframe (immediate-, mid- or long-term),
3. Relative complexity to satisfy (high, medium, low).

Dewberry will conduct on-site interviews with identified City staff to discover and prioritize requirements.

Deliverables

1. **Needs Assessment Document (draft and final, MS Word and PDF formats)** – Documenting requirements as described above. The Needs Assessment is anticipated to be approximately 10 pages in length.

Assumptions

1. Dewberry will perform two subsequent days of on-site interviews. The City will identify staff to be interviewed, schedule the meetings including durations, location, etc.
2. The City will compile a single set of review comments on the draft Needs Assessment. Dewberry will revise and finalize the Needs Assessment based on the compiled review comments.
3. Dewberry will meet with City in person to present the draft Needs Assessment deliverable.
4. While the City has stated that GIS mapping is a low priority, Dewberry recommends that GIS mapping of capital project locations be considered as a requirement. This requirement can then be categorized as low, medium or high priority. Initial capabilities could include showing the location and “footprint” of each capital project. Doing so would allow the City to schedule projects in close proximity to each other in the most efficient fashion (for example, different projects requiring pavement cuts along the same street could be scheduled to be completed at the same time to minimize impact on traffic and the community and to minimize cost by opening the street a single time).

Task 2 – Alternatives Analysis

Dewberry will identify and evaluate up to three technology solution alternatives. The evaluation will consider ability to meet near-, mid- and long-term requirements and support an immediate-term initial deployment. Based on the analysis Dewberry will recommend a technology solution and platform for the CIP Tracking Tool.

Dewberry will evaluate and summarize the following for each alternative:

1. **Solution overview** – Commercial off the shelf (COTS)-based, custom developed or some combination including vendor, nature of the solution, etc.,
2. **Relative cost** – Compared to other alternatives and, where possible, actual or estimated costs will be provided,
3. **Dependencies** – Whether the solution alternative requires other software, specific data requirements, etc.,
4. **Risk** – A high level assessment of vendor and solution stability, complexity of the solution, risks associated with deploying, using and maintaining the solution, if any.

Deliverables

1. **Alternatives Analysis (draft and final, MS Word and PDF formats)** – Documenting alternatives as described above. The Alternatives Analysis is anticipated to be approximately 10 pages in length.

Assumptions

1. No on-site interviews are planned for this task.
2. The City will compile a single set of review comments on the draft Alternatives Analysis. Dewberry will revise and finalize the Alternatives Analysis based on the compiled review comments.
3. Dewberry will meet with City in person to present the draft Alternatives Analysis deliverable.
4. Dewberry anticipates evaluating the following technology alternatives. This list may be revised based on future discoveries and based on the outcomes of the Task 1 Needs Assessment:
 - a. COTS-based solution (e.g., Aurigo, Plan-It, or similar),
 - b. Custom/configured solution,
 - c. GIS based solution from Esri, based on Esri's Capital Improvement Planning solution suite.
5. The City will select their desired alternative and notify Dewberry. This milestone will act as the completion of Task 2.

Task 3 – Development and Implementation

Dewberry will install and configure the CIP Tracking Tool selected solution on City networks. Dewberry will assist the City in acquisition/purchase of the desired solution, installation and configuration of the solution, and will load current CIP data into the solution.

In Task 3, the solution will be configured to meet high-priority and near-term requirements, as identified in Task 1. An initial (“in-progress, working draft”) configuration will be deployed no later than the end of the first quarter 2017 for City review. The fully functional initial (“version 1.0”) configuration meeting

high-priority and-near term requirements will be deployed no later than the end of the second quarter of calendar year 2017.

Dewberry will test importing of and modifications to capital project data for loading into the solution. Once testing is complete, Dewberry will re-import a clean copy of capital project data for City use.

Dewberry will provide training on an in-progress, working draft configuration and the version 1.0 rollout. One training session will be provided for each rollout.

The City will review and comment on an in-progress, working draft configuration and Dewberry will revise the solution configuration for the version 1.0 rollout to address City comments.

Dewberry will assist the City in preparation for the workshop with Mayor and Council to include preparation of Powerpoint illustrations and talking points on the CIP Tracking Tool. It is assumed that development of the CIP Tracking Tool will still be in progress.

Deliverables

1. **Draft and v1.0 Solution Rollout** – Technology solution satisfying high-priority and near-term requirements.
2. **Solution Installation and Configuration Report** – Providing summary of installation and configuration procedures, to enable long term solution administration by the City.
3. **Training course** – Two 2-hour training sessions, offered at City offices, one for the in-progress working configuration and one for the version 1.0 rollout. The City may invite as many attendees as the facility can support.

Assumptions

1. The City will purchase necessary software licenses. Dewberry will assist with and facilitate the purchase process as needed.
2. The City will provide access to necessary network infrastructure including servers, workstations, etc. Dewberry will perform the solution installation and configuration onsite and remotely if possible. Dewberry is requesting VPN access to necessary network resources to facilitate offsite access.
3. The City will provide current copy of existing/current CIP data to load into the solution.
4. The City will provide training location and facilities including computers with working version of the solution.

Task 4 – CIP Programming Assistance

Dewberry will provide consultation to the City on the overall CIP in order to assist with ramping up delivery of the CIP as requested by the City. This work could include but is not limited to:

1. Recommendations for project scheduling
2. Recommendations for project bundling.
3. Recommendations for outsourcing projects.
4. Recommendations for inter-department and inter-agency project delivery coordination.

Ms. Linda MacGregor, PE
City of Gainesville Department of Water Resources
Capital Improvement Program Tracking Tool
December 8, 2016

5. Coordination with other departments, agencies, consultants and contractors.

Budget and Schedule

Based on the scope of services outlined above, a total not to exceed fee amount of \$85,885.00 is proposed to provide these services. A labor hour and budget schedule has been prepared and is included as Attachment A. In addition, a labor category hourly rate schedule has also been provided at Attachment B.

Thank you for allowing Dewberry the opportunity to provide professional services on this project. If you have any questions or would like to discuss our proposal further please feel to contact me at 678.537.8627 or via email at sfleming@dewberry.com.

Regards,


Sam Fleming, PE
Dewberry

Attachment A Fee Estimate

Labor Category/Description	Hourly Rate	Hours/Units	Cost
Task 1 – Needs Assessment and Requirements Validation			
Project Manager	\$165.00	8	\$1,320.00
System Analyst	\$190.00	40	\$7,600.00
Senior Engineer	\$155.00	40	\$6,200.00
Subtotal Task 1		88	\$15,120.00
Task 2 – Alternatives Analysis			
Project Manager	\$165.00	8	\$1,320.00
System Analyst	\$190.00	40	\$7,600.00
Senior Engineer	\$155.00	40	\$6,200.00
Subtotal Task 2		88	\$15,120.00
Task 3 – Development and Implementation			
Project Manager	\$165.00	16	\$2,640.00
Systems Analyst	\$190.00	24	\$4,560.00
Senior Engineer	\$155.00	40	\$6,200.00
Programmer/Developer	\$145.00	80	\$11,600.00
IT Analyst II	\$100.00	160	\$16,000.00
Subtotal Task 3		320	\$41,000.00
Task 4 – CIP Programming Assistance			
Project Manager	\$165.00	40	\$6,600.00
Senior Engineer	\$155.00	40	\$6,200.00
Subtotal Task 4		80	\$12,800.00
Other Direct Costs			
Mileage (80-mile Round Trip; Assume 2 trips per Task)	\$0.54	640	\$345.00
Out-of-State Travel (Task 1 - Airfare, Per Diem, Lodging for Systems Analyst)	\$1,500.00	1	\$1,500.00
Subtotal ODCs			\$1,845.00
Estimated Total Not To Exceed Fee			\$85,885.00

Attachment B
Labor Category Rate Table

Labor Category	Hourly Rate
Project Manager	\$165.00
Systems Analyst	\$190.00
Programmer/Developer	\$145.00
Senior Engineer	\$155.00
Engineer III	\$125.00
Engineer II	\$105.00
Engineer I	\$95.00
IT/GIS Manager	\$150.00
IT/GIS Analyst III	\$120.00
IT/GIS Analyst II	\$100.00
IT/GIS Analyst I	\$90.00
Administrative Support	\$65.00
Non-Labor Direct Costs	Cost

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/15/2016
Presenter: Bryan Lackey
Item of Business: PR-2017-02 Georgia Emergency Management FY2016 GSAR Grant Award
Meeting Date: 1/10/2017

Purpose of Request:

The purpose of this request is to ask the Council to approve the acceptance of the \$19,640.00 from GEMA for the GSAR program.

History/Background:

With the Gainesville Fire Department being the host department for the GSAR TF1 team, GEMHSA has awarded \$19,640.00 to purchase equipment through the Homeland Security Grant Program/State Homeland Security Grant which will be used for the maintenance of the GSAR TF1 program.

Facts & Issues for Consideration:

The Gainesville Fire Department is the host department for GSAR TF1 of the Northeast Region of the state. GEMHSA has strategically located these teams throughout the state to respond to communities after disasters and other types of emergencies that require additional resources for search and rescue.

Department Recommendation:

The Gainesville Fire Department recommends accepting the funds from GEMHSA to maintain the GSAR TF1 program.

Department Director:

Jerome Yarbrough

If funding is involved, are funds approved within the current budget?

Amount Requested:	Source of Funds:
0	GEMHSA

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 PR-2017-03 GEMA FY2016 GSAR Grant Award	Resolution

▢ GSAR 2016 Maintenance Grant

Contract/Agreement/MOU

▢ GSAR 2016 K-9 Grant

Contract/Agreement/MOU

RESOLUTION PR-2017-02

**Georgia Emergency Management Agency
Georgia Search and Rescue FY2016 Grant Award**

WHEREAS, the Georgia Emergency Agency hereinafter referred to as "GEMA" has established a Georgia Search and Rescue Program hereinafter referred to as "GSAR", and

WHEREAS, GSAR teams are strategically located throughout the state for the purpose of responding to communities or areas upon request during times of disasters and/or other types of emergencies that may require additional resources for search and rescue strategy and tactics; and

WHEREAS, the Gainesville Fire Department is the host department for GSAR Task Force 1 of the Northeast Region of the state; and

WHEREAS, GEMA has awarded the City of Gainesville Fire Department \$19,640.00 for equipment through the Homeland Security Grant Program/State Homeland Security Grant from the Program from the Department of Homeland Security (DHS) which will be used for the maintenance of the GSAR Task Force 1 program; and

WHEREAS, the Gainesville Fire Department requests the permission to accept this grant equipment in accordance with the subgrant funded from the federal FY16 Homeland Security Grant Program as listed in the attached documents titled Grant Award Letters for FY16.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Gainesville Fire Department to accept the grant funding of \$19,640.00.

BE IT FURTHER RESOLVED THAT the Gainesville Mayor and/or City Manager are authorized to enter into any and all contracts with the above mentioned funding for the GSAR Program.

Adopted this _____ **day of** _____, **2017.**

C. Danny Dunagan, Jr., Mayor

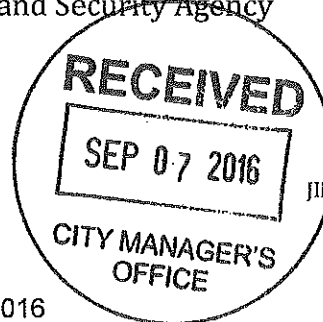
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Georgia Emergency Management and Homeland Security Agency

NATHAN DEAL
Governor



JIM BUTTERWORTH
Director

September 1, 2016

RE: GAN #EMW-2016-SS-00007-S01
SHO16-007
Gainesville Fire Department

Honorable Danny Dunagan
Mayor
City of Gainesville
Post Office Box 2496
Gainesville, Georgia 30503

Dear Mayor Dunagan:

It's my pleasure to award your agency with a FY2016 Homeland Security sub grant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management Agency and Homeland Security Agency (GEMHSA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is \$16,140.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). The funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMHSA Program Manager. **This grant award expires August 31, 2017. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Recipient-Subrecipient Agreement are Exhibits A through J. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with signed originals of Exhibits A, B, C, and D to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within **14 days of receipt of this letter**. A copy of the fully executed agreement will be returned to you for your files. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement.**

If you require further information as to the grantee package, please contact Lee Brown, Grant Unit Supervisor, at 404-635-7013. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Joe McKinney
Director
Homeland Security Division

JM/SH
Enclosures



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

AND

CITY OF GAINESVILLE

**REGARDING STATE USE OF
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
FUNDING ON BEHALF OF**

CITY OF GAINESVILLE FIRE DEPARTMENT

GRANT NO: SHO16-007

- I. PARTIES:** The parties to this Agreement are the STATE OF GEORGIA, GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (GEMHSA) and CITY OF GAINESVILLE FIRE DEPARTMENT, as Subrecipient, a local unit of government located within the State of Georgia.
- II. AUTHORITY:** This Agreement is authorized under the provisions of Georgia Constitution Article IX, Section III, Paragraph I.
- III. PURPOSE:** The purpose of this Agreement is to set forth terms by which the State of Georgia shall expend Homeland Security Grant Program funding on behalf of local governments located within the State of Georgia. On August 1, 2016, the United States Department of Homeland Security issued Grant Award Number EMW-2016-SS-00007-S01 to the State of Georgia. Under this grant, the State of Georgia must allocate grant funding to local units of government. Also under this grant, the State of Georgia may retain grant funding allocated to local units of government for expenditures made by the State on behalf of local units of government with written consent specifying the amount of funds to be retained by the state and the intended use of the funds.
- IV. RESPONSIBILITIES:** The Subrecipient has requested that the State of Georgia, GEMHSA, retain and expend local share Homeland Security Grant Program funding on its behalf for the local, regional, and statewide projects listed in Paragraph V, Projected Costs, in support of the state strategic plan.

GEMHSA, the State Administrative Agency (SAA), on behalf of the STATE OF GEORGIA, has agreed to allocate, retain and expend local share Homeland Security Grant Program funding, either directly or through other agencies, contractors or subcontractors, for this project on behalf of the Subrecipient, for local, regional, and statewide projects as specified in Paragraph V, Projected Costs of this agreement.

- V. **PROJECTED COSTS:** The following is the preliminary and approximate overall cost breakdown of the projects and costs for which the Subrecipient has requested that the STATE OF GEORGIA retain local funding and use on its behalf.

PROJECT	DESCRIPTION	TOTAL LOCAL FUNDING
GSAR	Equipment and/or supplies for GSAR	\$16,140.00

- VI. **OTHER PROVISIONS:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Georgia or relevant local units of government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- VII. **EFFECTIVE DATE:** The terms of this agreement will become effective on October 1, 2016, or on the date when this Agreement has been signed by all parties and returned to GEMHSA, whichever is later.
- VIII. **MODIFICATION:** This agreement may be modified upon the mutual written consent of all parties.
- IX. **TERMINATION:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until the completion of the project identified in Paragraph V, the expenditure of funding, and the transfer of title for any equipment to the local unit of government, unless earlier terminated by either party. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.
- X. **SIGNATURES:** By signing this agreement, the signatories represent that they are authorized to sign this agreement on behalf of their jurisdiction and to bind the jurisdiction to all terms of this agreement.

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

Signature

Harlan Proveaux, Deputy Director

Printed Name and Title of Signatory

08 / 30 / 2016
Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

C. Danny Dunagan, Jr. Mayor
Printed Name and Title of Signatory

9 / 15 / 2016
Date of Signature

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMHSA USE ONLY)

DETAILED BUDGET WORKSHEET FY2016 DHS HSGP, State Homeland Security Program (SHSP)										
Law Enforcement Terrorism Prevention Award? ☐ Yes ☒ No					State on Behalf of Locals: ☒ Yes ☐ No					
GAN#:	EMW-2016-SS-00007-S01		Grant Number:	SHO16-007		Revision#:			Area:	3
DATE:	7/14/2016	SUBRECIPIENT NAME:	Gainesville Fire Department		FEID:	58-6000581	COUNTY:	Hall		
CONTRACT CONTACT:		NAME/TITLE	Danny Dunagan / Mayor		ADDRESS:	300 Henry Ward Way Suite 303 Gainesville, Ga. 30501				
		PHONE:	770-535-6860		EMAIL:	citycouncil@gainesville.org				
PROGRAM CONTACT:		NAME/TITLE	Keith Smith / Div Chief		ADDRESS:	725 Pine Street, Gainesville, Ga. 30501				
		PHONE:	770-534-3612		EMAIL:	ksmith@gainesville.org				
Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below: Investment Justification: 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment										
Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below: Discipline: Fire										
COST ESTIMATE										
ITEM	CATEGORY	ITEM			QUANTITY	UNIT PRICE		TOTAL COST		
001	SAR	19GN-00-HSSF Rehab Equip (tables, canopies, chairs)			1	\$ 1,000.00		\$ 1,000.00		
002	SAR	03OE-05-ROPH Large D Rings (1 1/4" \$45 and 1 1/2" \$60 3 of each)			1	\$ 315.00		\$ 315.00		
003	SAR	03SR-02-TPEL Equip for making Electrical Pig Tails			1	\$ 150.00		\$ 150.00		
004	SAR	03SR-02-TLHN Pikes Poles			2	\$ 100.00		\$ 200.00		
005	SAR	03SR-02-MARK Marking Chalk			1	\$ 20.00		\$ 20.00		
006	SAR	03SR-02-TLHN Duct Tape			20	\$ 6.00		\$ 120.00		
007	SAR	03OE-04-LTHE Glow Sticks			100	\$ 2.15		\$ 215.00		
008	SAR	03SR-02-MARK Office Supplies (Pens, Pencils, Markers, File Box, etc.)			1	\$ 395.00		\$ 395.00		
009	SAR	19GN-00-BGPK Personnel Go Bags			75	\$ 183.00		\$ 13,725.00		
010								\$ -		
011								\$ -		
012								\$ -		
013								\$ -		
014								\$ -		
015								\$ -		
016								\$ -		
017								\$ -		
018								\$ -		
019								\$ -		
020								\$ -		
GEMHSA Program Manager:		Ronnie Register		Program:	GSAR		TOTAL	\$ 16,140.00		
Prepared By:		Ronnie Register		Title:	Fire Services Coordinator					

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

- | | | | |
|---|-------------------------------------|-----------------------------------|-------------------------|
| 1. Personal Protective Equipment (PPE) | 8. Decontamination (DECON) | 15. Inspection and Screening (IS) | 22. Training (TRG) |
| 2. EOD | 9. Medical (MED) | 16. Animal and Plants (A&P) | 23. Exercise (EX) |
| 3. CBRNE Operational & Search & Rescue (SAR) | 10. Power (POW) | 17. Watercraft (WC) | 24. Planning (PLG) |
| 4. Information Technology (IT) | 11. CBRNE Reference Materials (REF) | 18. Aviation (AIR) | 25. Citizen Corps (CCP) |
| 5. Cyber Security (CS) | 12. CBRNE Response Vehicles (VEH) | 19. CBRNE Logistical Support (LS) | |
| 6. Interoperable Communications (Inter. Ops.) | 13. Terrorism Prevention (TP) | 20. Intervention (INT) | |
| 7. Detection (DET) | 14. Physical Security (PS) | 21. Other Authorized (O) | |



**FISCAL YEAR 2016
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM**

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

AND

CITY OF GAINESVILLE FIRE DEPARTMENT

GRANT NO: SHO16-007

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) 2016 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMHSA) 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.

GEMHSA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMHSA, as Recipient, has awarded the amount of **\$16,140.00** to **CITY OF GAINESVILLE FIRE DEPARTMENT** as Subrecipient, in accordance with the Fiscal Year 2016 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP).

Under this Agreement, GEMHSA will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James Butterworth, 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 Worksheet (Exhibit F). Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

After all approved items on the approved Budget Worksheet 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 GEMHSA.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2016, or on the date when the Agreement has been signed by all parties and returned to GEMHSA, whichever is later, and shall continue through August 31, 2017. No modifications to the Budget Worksheet can be made after the termination date, August 31, 2017, 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 GEMHSA 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 FY16 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY16 HSGP award will be passed through to the Subrecipient by GEMHSA.

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 D Federal Financial Funding Accountability and Transparency Act (FFATA) form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

Exhibit E Payment Request Form (KEEP FOR REFERENCE)

Exhibit F Approved Budget Worksheet(s) (KEEP FOR REFERENCE)

Exhibit G Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE)

Exhibit H Tangible Property Report (KEEP FOR REFERENCE)

Exhibit I Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE)

Exhibit J U.S. Department of Homeland Security, Homeland Security Grant Program, Grant Agreement Number EMW-2016-SS-00007-S01, Agreement Articles (KEEP FOR REFERENCE)

Exhibit K United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2016 Homeland Security Grant Program Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf

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 in the Budget Worksheet (Exhibit X) 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 Request Forms:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit E). 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 Forms.

- C. State Purchases on behalf of Subrecipient:** GEMHSA 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 GEMHSA and provide GEMHSA with a Memorandum of Understanding authorizing GEMHSA to expend these funds. If GEMHSA 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 (Exhibit I) and provide any other documentation or information requested by GEMHSA. If the Acknowledgment Form is not returned to GEMHSA in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit G) on a timely basis according to the guidelines in the section below.

- D. Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMHSA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit G to this agreement.

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

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMHSA WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

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

F. Grant Closeout Report: The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMHSA, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMHSA 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, GEMHSA 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 GEMHSA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMHSA with this signed Agreement. The Subrecipient shall immediately notify GEMHSA 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 GEMHSA 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 2016 HSGP grant. GEMHSA 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, GEMHSA may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMHSA 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, GEMHSA 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 GEMHSA 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, completing and returning the Acknowledgment Form to GEMHSA in the time required, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMHSA 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 2016 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit L), 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 GEMHSA 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 GEMHSA Exercise Program Manager.
 - c. The Subrecipient must report to the GEMHSA 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 FY16 HSGP DHS/FEMA NOFO (Exhibit L, page 40).

- 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 GEMHSA to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMHSA 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 GEMHSA 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.fsrs.gov

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2016 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 2016 HSGP DHS/FEMA NOFO (Exhibit K), and to comply with all DHS/FEMA requirements and cooperate with GEMHSA 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 2016 HSGP

grant application submitted by GEMHSA to DHS/FEMA and to use grant funding only for projects pre-approved by GEMHSA.

- D. The Subrecipient agrees to comply with the FY 2016 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit J. References in the exhibit to “recipient” apply to the Subrecipient’s requirements as subrecipient.
- E. The Subrecipient agrees to sign and comply with the terms and conditions of GEMHSA’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 GEMHSA. The Subrecipient shall sign any other Mutual Aid Agreements GEMHSA or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- F. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to comply with the following:
 - 1. Each local EOD and EOD K-9 team shall contact the Georgia Bureau of Investigation (GBI) by telephone immediately whenever responding outside of its jurisdiction.
 - 2. Each EOD K9 team must certify annually that the team utilizes the standards approved by the Improvised Explosive Device (IED) Working Group/Committee at all times.
- G. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy of GEMHSA at the end of the grant performance period. The Subrecipient will submit an updated inventory every 2 years thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMHSA must be given a written disposition plan for any equipment that has a value of \$5,000 or more at the end of its useful life.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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 GEMHSA.

- M. 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.
- N. 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 GEMHSA and DHS.
- O. 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.
- P. 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, GEMHSA 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 GEMHSA. In addition, GEMHSA 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.
- Q. 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.
- R. 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 GEMHSA 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 GEMHSA, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMHSA 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 GEMHSA 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 GEMHSA, 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 GEMHSA. The Subrecipient shall coordinate with GEMHSA 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.
 4. For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY16 NOFO (Exhibit L) 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>
- S. The Subrecipient agrees to cooperate with GEMHSA in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/admin/main.jsp>
- T. The Subrecipient agrees that funds from the FY 2016 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 L), pages 39-40 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 GEMHSA with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the two-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMHSA 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 FY16 NOFO (Exhibit L) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2016 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.
- U. 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 GEMHSA sponsored MCV exercise annually and at least one GEMHSA 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 GEMHSA, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMHSA with updated vehicle equipment capability and inventory data as requested.
- V. 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.
- W. 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. Department of Homeland Security's 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, GEMHSA 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 FY16 HSGP grant awarded to GEMHSA. 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.

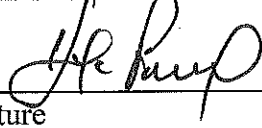
The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

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. 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.
- C. 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 GEMHSA 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 GEMHSA. The certification by the Director of GEMHSA 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 CITY OF GAINESVILLE FIRE DEPARTMENT have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

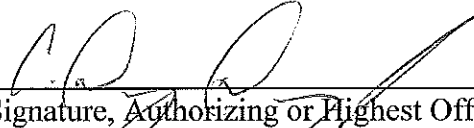

Signature

Harlan Proveaux, Deputy Director

Printed Name and Title of Signatory

08 / 30 / 2016
Date of Signature

SUBRECIPIENT


Signature, Authorizing or Highest Official

C. Danny Duragan, Jr Mayor
Printed Name and Title of Signatory

9 / 15 / 2016
Date of Signature

58-6000581
FEIN of Subrecipient

07-592-6923
DUNS # of Subrecipient

EXHIBITS A – D
MUST BE COMPLETED, SIGNED, AND
RETURNED WITH THE EXECUTED AGREEMENT

- | | |
|-----------|---|
| Exhibit A | Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable |
| Exhibit B | National Incident Management System (NIMS) Compliance Form |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements |
| Exhibit D | Federal Financial Funding Accountability and Transparency Act (FFATA) form |

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

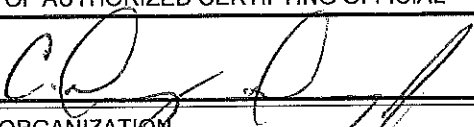
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Gainesville	9/16/16

Standard Form 424B (Rev. 7-97) Back

NIMS Compliance Form

This NIMS Compliance Form **MUST** be completed by each agency requesting or benefitting from funding.

Subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "C" to this agreement.

Please check the box next to each action that the Subgrantee has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

REQUIRED:

- ☒ IS-700 (NIMS) An Introduction
- ☒ ICS-100: Introduction to the Incident Command System

RECOMMENDED:

- ☒ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☒ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☒ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☒ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☒ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☒ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☒ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - ☒ IS-800 National Response Framework, An Introduction
 - ☒ ICS-200 ICS for Single Resources and Initial Action Incidents
 - ☒ ICS-300 Intermediate ICS for Expanding Incidents
 - ☒ ICS-400 Advanced ICS for Command and General Staff
 - ☒ IS-701 NIMS Multiagency Coordination Systems (MACS)
 - ☒ IS-702 NIMS Public Information Systems
 - ☒ IS-703 NIMS Resource Management
- ☒ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☒ Participate in an all-hazard exercise program based on NIMS that involves responders from.
- ☒ Incorporate corrective actions into preparedness
- ☒ Inventory community response assets to conform
- ☒ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☒ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Agency

Authorized Signature

Date

**Certifications Regarding Lobbying; Debarment, Suspension And Other
Responsibility Matters; And Drug-Free Workplace Requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

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

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

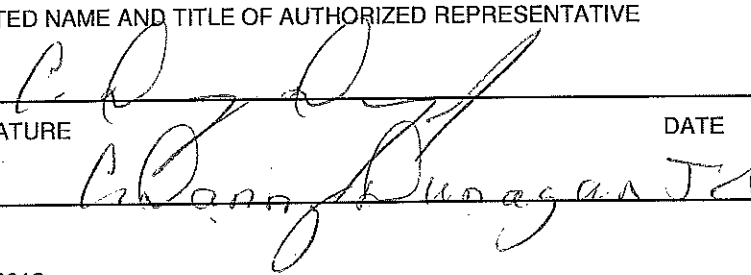
As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

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

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

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	
		9/15/2016	

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMHSA.

Subrecipient Award Number:

EMW-2016-SS-00007-S01/SH016-007

Federal Agency Name:

DHS/FEMA

CFDA Program Number and Program Title:

97.067 Homeland Security Grant Program

Subaward Project Description:

Sustain and Maintain GSAR Program

Please complete and sign the following Sub-Recipient section to certify accuracy.

1 Subrecipient DUNS Number:

75926923

2 Subrecipient Name:

Gainesville Fire Department

3 Subrecipient Doing Business As (DBA) Name:

Gainesville Fire Department

4 Subrecipient Address:

725 Pine Street Gainesville, Ga. 30501

5 If DBA, Subrecipient Parent DUNS Number:

75926923

6 Subaward Principle Place of Project Performance:

Gainesville Fire Department Headquarters

7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? Yes ☐ No ☒

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? Yes ☐ No ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? Yes ☐ No ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

- 10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature

Date

This Section is for use by the Georgia Emergency Management and Homeland Security Agency

Subrecipient Obligation: _____

Subrecipient Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature

Date

Subrecipient Obligation: _____

Action Date: _____

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMHSA.

Subrecipient Award Number: _____

Federal Agency Name: _____

CFDA Program Number and Program
Title: _____

Subaward Project Description: _____

Please complete and sign the following Sub-Recipient section to certify accuracy.

1 Subrecipient DUNS Number: _____

2 Subrecipient Name: _____

3 Subrecipient Doing Business As (DBA) Name: _____

4 Subrecipient Address: _____

5 If DBA, Subrecipient Parent DUNS Number: _____

6 Subaward Principle Place of Project Performance: _____

7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? **Yes** ☐ **No** ☐

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? **Yes** ☐ **No** ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? **Yes** ☐ **No** ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

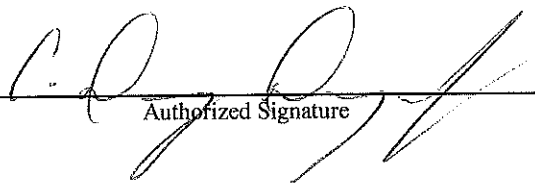
- 10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate.


Authorized Signature

9/15/2016
Date

This Section is for use by the Georgia Emergency Management and Homeland Security Agency

Subrecipient Obligation: _____

Subrecipient Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature

Date

Subrecipient Obligation: _____

Action Date: _____

EXHIBITS E – J
SHOULD BE MAINTAINED FOR REFERENCE AND
NOT RETURNED WITH THE EXECUTED AGREEMENT

Exhibit E	Payment Request Form
Exhibit F	Approved Budget Worksheet(s)
Exhibit G	Quarterly Financial Status Report (FSR) Reporting Form
Exhibit H	Tangible Property Report
Exhibit I	Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient
Exhibit J	U.S. Department of Homeland Security, Homeland Security Grant Program, Grant Agreement Number EMW-2016-SS-00007-S01, Agreement Articles

EXHIBIT K
CAN BE FOUND AT THE WEBSITE LISTED BELOW

Exhibit K	United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2016 Homeland Security Grant Program Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at: http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf
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EXHIBIT E

Georgia Emergency Management and Homeland Security Agency

Homeland Security Grant Program

Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

* Please refer to Budget Worksheet for information needed in the following section *

FINAL: ☐ YES ☐ NO

Grant Number: _____ **GAN Number:** _____

Applicant: _____ **Area:** _____

PAYMENT REQUEST NUMBER: _____

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Description of Documentation Attached in Support of this Payment Request
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
SUBTOTAL (from Continuation sheet attached)				\$ -	
TOTAL				\$ -	
NET AMOUNT REQUESTED					

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be deobligated and returned to the State of Georgia within 30 days of receiving the deobligation notice.

Signature of Subrecipient's Authorized Representative

Printed Name

Contact Phone Number

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMHSA USE ONLY)

DETAILED BUDGET WORKSHEET

FY2016 DHS HSGP, State Homeland Security Program (SHSP)

Law Enforcement Terrorism Prevention Award? ☐ Yes ☒ No		State on Behalf of Locals: ☒ Yes ☐ No			
GAN#:	EMW-2016-SS-00007-S01	Grant Number:	SHO16-007		
Revision#:		Area:	3		
DATE:	7/14/2016	SUBRECIPIENT NAME:	Gainesville Fire Department		
FEID:	58-6000581	COUNTY:	Hall		
CONTRACT CONTACT:	NAME/TITLE	Danny Dunagan / Mayor	ADDRESS: 300 Henry Ward Way Suite 303 Gainesville, Ga. 30501		
	PHONE:	770-535-6860	EMAIL: citycouncil@gainesville.org		
PROGRAM CONTACT:	NAME/TITLE	Keith Smith / Div Chief	ADDRESS: 725 Pine Street, Gainesville, Ga. 30501		
	PHONE:	770-534-3612	EMAIL: ksmith@gainesville.org		
Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:					
Investment Justification:		5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment			
Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:					
Discipline:		Fire			
COST ESTIMATE					
ITEM	CATEGORY	ITEM	QUANTITY	UNIT PRICE	TOTAL COST
001	SAR	19GN-00-HSSF Rehab Equip (tables, canopies, chairs)	1	\$ 1,000.00	\$ 1,000.00
002	SAR	03OE-05-ROPH Large D Rings (1 1/4" \$45 and 1 1/2" \$60 3 of each)	1	\$ 315.00	\$ 315.00
003	SAR	03SR-02-TPEL Equip for making Electrical Pig Tails	1	\$ 150.00	\$ 150.00
004	SAR	03SR-02-TLHN Pikes Poles	2	\$ 100.00	\$ 200.00
005	SAR	03SR-02-MARK Marking Chaik	1	\$ 20.00	\$ 20.00
006	SAR	03SR-02-TLHN Duct Tape	20	\$ 6.00	\$ 120.00
007	SAR	03OE-04-LTHE Glow Sticks	100	\$ 2.15	\$ 215.00
008	SAR	03SR-02-MARK Office Supplies (Pens, Pencils, Markers, File Box, etc.)	1	\$ 395.00	\$ 395.00
009	SAR	19GN-00-BGPK Personnel Go Bags	75	\$ 183.00	\$ 13,725.00
010					\$ -
011					\$ -
012					\$ -
013					\$ -
014					\$ -
015					\$ -
016					\$ -
017					\$ -
018					\$ -
019					\$ -
020					\$ -
GEMHSA Program Manager:		Ronnie Register	Program:	GSAR	TOTAL \$ 16,140.00
Prepared By:		Ronnie Register	Title:	Fire Services Coordinator	

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

- | | | | |
|---|-------------------------------------|-----------------------------------|-------------------------|
| 1. Personal Protective Equipment (PPE) | 8. Decontamination (DECON) | 15. Inspection and Screening (IS) | 22. Training (TRG) |
| 2. EOD | 9. Medical (MED) | 16. Animal and Plants (A&P) | 23. Exercise (EX) |
| 3. CBRNE Operational & Search & Rescue (SAR) | 10. Power (POW) | 17. Watercraft (WC) | 24. Planning (PLG) |
| 4. Information Technology (IT) | 11. CBRNE Reference Materials (REF) | 18. Aviation (AIR) | 25. Citizen Corps (CCP) |
| 5. Cyber Security (CS) | 12. CBRNE Response Vehicles (VEH) | 19. CBRNE Logistical Support (LS) | |
| 6. Interoperable Communications (Inter. Ops.) | 13. Terrorism Prevention (TP) | 20. Intervention (INT) | |
| 7. Detection (DET) | 14. Physical Security (PS) | 21. Other Authorized (O) | |

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

FISCAL YEAR	REPORTING PERIOD	CAN NUMBER	HSCP GRANT NUMBER
APPLICANT (Agency/ Department)		COUNTY	AREA
ADDRESS:	CONTACT NAME:	CONTACT PHONE / ALTERNATE NO.	

Under penalty of perjury, I certify that all expenses, listed on this report are in accordance with the Office of Management and Budgets "Uniform Guidance" (<http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>), Title 44 of the Code of Federal Regulations, Chapter 1 Part 13 (<http://www.gpoaccess.gov/cfr/index.html>), and the FY 2016 Homeland Security Grant Program guidance document located online at (www.fema.gov/fiscal-year-2016-homeland-security-grant-program).

Page 1 of 2

Georgia Emergency Management and Homeland Security Agency

Report All Equipment Expenses Greater Than \$5,000

[illegible]

Agreement Articles

Thu Sep 01 00:00:00 GMT 2016

U.S. Department of Homeland Security
Washington, D.C. 20472**AGREEMENT ARTICLES**
Homeland Security Grant Program

GRANTEE: Georgia Emergency Management
Agency

PROGRAM: Homeland Security Grant Program

AGREEMENT NUMBER: EMW-2016-SS-00007-S01

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Article XXV	Federal Leadership on Reducing Text Messaging while Driving
Article XXVI	Federal Debt Status
Article XXVII	False Claims Act and Program Fraud Civil Remedies
Article XXVIII	Energy Policy and Conservation Act
Article XXIX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXX	Duplication of Benefits
Article XXXI	Drug-Free Workplace Regulations
Article XXXII	Debarment and Suspension
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Article XXXVI	DHS Specific Acknowledgements and Assurances
Article XXXVII	Acceptance of Post Award Changes
Article XXXVIII	Prior Approval for Modification of Approved Budget
Article XXXIX	Disposition of Equipment Acquired Under the Federal Award
Article XL	Summary Description of Award

Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article III - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article IV - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175 and 175c

Article V - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VI - Reporting of Matters Related to Recipient Integrity and Performance

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

Article VII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article VIII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article X - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XI - Reporting Subawards and Executive Compensation

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

Article XII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XIV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XV - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVI - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

Article XIX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXIII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXVIII - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXX - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXI - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Article XXXII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXIV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination

includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXV - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXXVI - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XL - Summary Description of Award

The purpose of the FY 2016 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,807,000 and Urban Areas Security Initiative (UASI) funding in the amount of \$5,430,000.

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$12,237,000.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Georgia Emergency Management and Homeland Security Agency

NATHAN DEAL
Governor



JIM BUTTERWORTH
Director

September 1, 2016

RE: GAN #EMW-2016-SS-00007-S01
SHO16-15
Gainesville Fire Department

Honorable Danny Dunagan
Mayor
City of Gainesville
Post Office Box 2496
Gainesville, Georgia 30503

Dear Mayor Dunagan:

It's my pleasure to award your agency with a FY2016 Homeland Security sub grant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management Agency and Homeland Security Agency (GEMHSA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is \$3,500.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). The funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMHSA Program Manager. **This grant award expires August 31, 2017. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Recipient-Subrecipient Agreement are Exhibits A through J. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with signed originals of Exhibits A, B, C, and D to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within **14 days of receipt of this letter**. A copy of the fully executed agreement will be returned to you for your files. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement.**

If you require further information as to the grantee package, please contact Lee Brown, Grant Unit Supervisor, at 404-635-7013. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Joe McKinney
Director
Homeland Security Division

JM/SH
Enclosures



**FISCAL YEAR 2016
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM**

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

AND

CITY OF GAINESVILLE FIRE DEPARTMENT

GRANT NO: SHO16-015

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) 2016 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMHSA) 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.

GEMHSA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMHSA, as Recipient, has awarded the amount of **\$3,500.00** to **CITY OF GAINESVILLE FIRE DEPARTMENT** as Subrecipient, in accordance with the Fiscal Year 2016 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP).

Under this Agreement, GEMHSA will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James Butterworth, 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 Worksheet (Exhibit F). Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

After all approved items on the approved Budget Worksheet 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 GEMHSA.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2016, or on the date when the Agreement has been signed by all parties and returned to GEMHSA, whichever is later, and shall continue through August 31, 2017. No modifications to the Budget Worksheet can be made after the termination date, August 31, 2017, 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 GEMHSA 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 FY16 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY16 HSGP award will be passed through to the Subrecipient by GEMHSA.

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 D Federal Financial Funding Accountability and Transparency Act (FFATA) form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT)

Exhibit E Payment Request Form (KEEP FOR REFERENCE)

Exhibit F Approved Budget Worksheet(s) (KEEP FOR REFERENCE)

Exhibit G Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE)

Exhibit H Tangible Property Report (KEEP FOR REFERENCE)

Exhibit I Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE)

Exhibit J U.S. Department of Homeland Security, Homeland Security Grant Program, Grant Agreement Number EMW-2016-SS-00007-S01, Agreement Articles (KEEP FOR REFERENCE)

Exhibit K United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2016 Homeland Security Grant Program Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf

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 in the Budget Worksheet (Exhibit X) 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 Request Forms:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit E). 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 Forms.

- C. State Purchases on behalf of Subrecipient:** GEMHSA 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 GEMHSA and provide GEMHSA with a Memorandum of Understanding authorizing GEMHSA to expend these funds. If GEMHSA 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 (Exhibit I) and provide any other documentation or information requested by GEMHSA. If the Acknowledgment Form is not returned to GEMHSA in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit G) on a timely basis according to the guidelines in the section below.

- D. Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMHSA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit G to this agreement.

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

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMHSA WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

- E. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMHSA and cooperate and assist GEMHSA in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMHSA to assist in the submission of the BSIR, and any other reports, as required
- F. Grant Closeout Report:** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMHSA, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMHSA 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, GEMHSA 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 GEMHSA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMHSA with this signed Agreement. The Subrecipient shall immediately notify GEMHSA 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 GEMHSA 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 2016 HSGP grant. GEMHSA 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, GEMHSA may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMHSA 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, GEMHSA 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 GEMHSA 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, completing and returning the Acknowledgment Form to GEMHSA in the time required, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMHSA 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 2016 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit L), 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 GEMHSA 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 GEMHSA Exercise Program Manager.
 - c. The Subrecipient must report to the GEMHSA 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 FY16 HSGP DHS/FEMA NOFO (Exhibit L, page 40).

- 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 GEMHSA to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMHSA 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 GEMHSA 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.fsr.gov

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2016 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 2016 HSGP DHS/FEMA NOFO (Exhibit K), and to comply with all DHS/FEMA requirements and cooperate with GEMHSA 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 2016 HSGP

grant application submitted by GEMHSA to DHS/FEMA and to use grant funding only for projects pre-approved by GEMHSA.

- D. The Subrecipient agrees to comply with the FY 2016 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit J. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient.
- E. The Subrecipient agrees to sign and comply with the terms and conditions of GEMHSA'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 GEMHSA. The Subrecipient shall sign any other Mutual Aid Agreements GEMHSA or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- F. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to comply with the following:
 - 1. Each local EOD and EOD K-9 team shall contact the Georgia Bureau of Investigation (GBI) by telephone immediately whenever responding outside of its jurisdiction.
 - 2. Each EOD K9 team must certify annually that the team utilizes the standards approved by the Improvised Explosive Device (IED) Working Group/Committee at all times.
- G. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy of GEMHSA at the end of the grant performance period. The Subrecipient will submit an updated inventory every 2 years thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMHSA must be given a written disposition plan for any equipment that has a value of \$5,000 or more at the end of its useful life.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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 GEMHSA.

- M. 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.
- N. 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 GEMHSA and DHS.
- O. 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.
- P. 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, GEMHSA 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 GEMHSA. In addition, GEMHSA 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.
- Q. 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.
- R. 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 GEMHSA 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 GEMHSA, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMHSA 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 GEMHSA 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 GEMHSA, 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 GEMHSA. The Subrecipient shall coordinate with GEMHSA 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.
 4. For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY16 NOFO (Exhibit L) 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>
- S. The Subrecipient agrees to cooperate with GEMHSA in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/admin/main.jsp>
- T. The Subrecipient agrees that funds from the FY 2016 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 L), pages 39-40 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 GEMHSA with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the two-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMHSA 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 FY16 NOFO (Exhibit L) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2016 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.
- U. 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 GEMHSA sponsored MCV exercise annually and at least one GEMHSA 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 GEMHSA, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMHSA with updated vehicle equipment capability and inventory data as requested.
- V. 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.
- W. 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. Department of Homeland Security's 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, GEMHSA 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 FY16 HSGP grant awarded to GEMHSA. 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. 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.
- C. 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 GEMHSA 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 GEMHSA. The certification by the Director of GEMHSA 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 CITY OF GAINESVILLE FIRE DEPARTMENT have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY



Signature

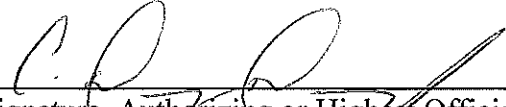
Harlan Proveaux, Deputy Director

Printed Name and Title of Signatory

08 / 30 / 2016

Date of Signature

SUBRECIPIENT



Signature, Authorizing or Highest Official

C. Danny Duragan, Jr., Mayor

Printed Name and Title of Signatory

9 / 15 / 2016

Date of Signature

58-6000581

FEIN of Subrecipient

07-592-6923

DUNS # of Subrecipient

EXHIBITS A – D

MUST BE COMPLETED, SIGNED, AND

RETURNED WITH THE EXECUTED AGREEMENT

- | | |
|-----------|---|
| Exhibit A | Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable |
| Exhibit B | National Incident Management System (NIMS) Compliance Form |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements |
| Exhibit D | Federal Financial Funding Accountability and Transparency Act (FFATA) form |

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

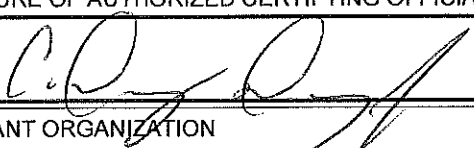
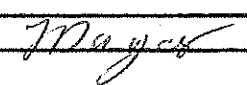
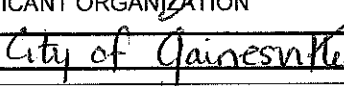
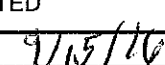
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefitting from funding.

Subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "C" to this agreement.

Please check the box next to each action that the Subgrantee has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

REQUIRED:

- ☒ **IS-700 (NIMS) An Introduction**
- ☒ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☒ **Community Adoption:** Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☒ **Incident Command System (ICS):** Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☒ **Public Information System:** Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☒ **Preparedness/Planning:** Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☒ **Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.**
- ☒ **Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.**

RECOMMENDED continued:

- ☒ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
- ☒ **IS-800 National Response Framework, An Introduction**
- ☒ **ICS-200 ICS for Single Resources and Initial Action Incidents**
- ☒ **ICS-300 Intermediate ICS for Expanding Incidents**
- ☒ **ICS-400 Advanced ICS for Command and General Staff**
- ☒ **IS-701 NIMS Multiagency Coordination Systems (MACS)**
- ☒ **IS-702 NIMS Public Information Systems**
- ☒ **IS-703 NIMS Resource Management**
- ☒ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☒ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☒ Incorporate corrective actions into preparedness
- ☒ Inventory community response assets to conform
- ☒ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☒ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Agency

Authorized Signature

Date

**Certifications Regarding Lobbying; Debarment, Suspension And Other
Responsibility Matters; And Drug-Free Workplace Requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

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

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

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

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

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

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

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

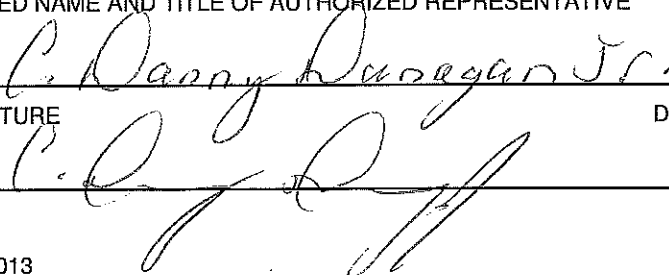
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

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

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	
		9/15/2016	

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMHSA.

Subrecipient Award Number:

EMW-2016-SS-00007-S01/SH016-015

Federal Agency Name:

DHS/FEMA

CFDA Program Number and Program Title:

97.067 Homeland Security Grant Program

Subaward Project Description:

Sustain and Maintain GSAR K-9 Program

Please complete and sign the following Sub-Recipient section to certify accuracy.

1 Subrecipient DUNS Number:

75926923

2 Subrecipient Name:

Gainesville Fire Department

3 Subrecipient Doing Business As (DBA) Name:

Gainesville Fire Department

4 Subrecipient Address:

725 Pine Street Gainesville, Ga. 30501

5 If DBA, Subrecipient Parent DUNS Number:

6 Subaward Principle Place of Project Performance:

Gainesville Fire Department Headquarters

7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? Yes ☐ No ☒

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? Yes ☐ No ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? Yes ☐ No ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

- 10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature

Date

This Section is for use by the Georgia Emergency Management and Homeland Security Agency

Subrecipient Obligation: _____

Subrecipient Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature

Date

Subrecipient Obligation: _____

Action Date: _____

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMHSA.

Subrecipient Award Number:	
Federal Agency Name:	
CFDA Program Number and Program Title:	
Subaward Project Description:	

Please complete and sign the following Sub-Recipient section to certify accuracy.

- 1 Subrecipient DUNS Number:
- 2 Subrecipient Name:
- 3 Subrecipient Doing Business As (DBA) Name:
- 4 Subrecipient Address:
- 5 If DBA, Subrecipient Parent DUNS Number:
- 6 Subaward Principle Place of Project Performance:

- 7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? Yes ☐ No ☐

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

- 8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? Yes ☐ No ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

- 9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? Yes ☐ No ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

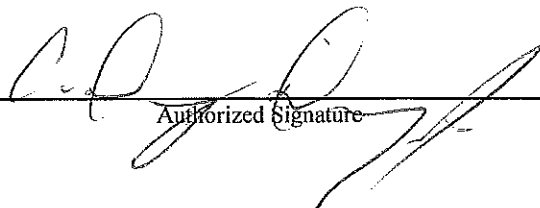
- 10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate.


Authorized Signature

9/15/2016
Date

This Section is for use by the Georgia Emergency Management and Homeland Security Agency

Subrecipient Obligation:

Subrecipient Agency Name:

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature

Date

Subrecipient Obligation:

Action Date:

EXHIBITS E – J
SHOULD BE MAINTAINED FOR REFERENCE AND
NOT RETURNED WITH THE EXECUTED AGREEMENT

Exhibit E	Payment Request Form
Exhibit F	Approved Budget Worksheet(s)
Exhibit G	Quarterly Financial Status Report (FSR) Reporting Form
Exhibit H	Tangible Property Report
Exhibit I	Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient
Exhibit J	U.S. Department of Homeland Security, Homeland Security Grant Program, Grant Agreement Number EMW-2016-SS-00007-S01, Agreement Articles

EXHIBIT K
CAN BE FOUND AT THE WEBSITE LISTED BELOW

Exhibit K	United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2016 Homeland Security Grant Program Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at: http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf
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EXHIBIT E

Georgia Emergency Management and Homeland Security Agency

Homeland Security Grant Program

Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

*** Please refer to Budget Worksheet for information needed in the following section ***

FINAL: ☐ YES ☐ NO

Grant Number: _____ **GAN Number:** _____

Applicant: _____ **Area:** _____

PAYMENT REQUEST NUMBER: _____

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Description of Documentation Attached in Support of this Payment Request
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
SUBTOTAL (from Continuation sheet attached)				\$ -	
TOTAL				\$ -	
NET AMOUNT REQUESTED					

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be deobligated and returned to the State of Georgia within 30 days of receiving the deobligation notice.

Signature of Subrecipient's Authorized Representative

Printed Name

Contact Phone Number

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMHSA USE ONLY)

DETAILED BUDGET WORKSHEET										
FY2016 DHS HSGP, State Homeland Security Program (SHSP)										
Law Enforcement Terrorism Prevention Award? ☐ Yes ☒ No					State on Behalf of Locals: ☐ Yes ☒ No					
GAN#:	EMW-2016-SS-00007-S01		Grant Number:	SHO16-015		Revision#:			Area:	3
DATE:	7/18/2016	SUBRECIPIENT NAME:	Gainesville Fire Department		FEID:	58-6000581	COUNTY:	Hall		
CONTRACT CONTACT:		NAME/TITLE	Danny Dunagan / Mayor		ADDRESS:	300 Henry Ward Way Suite 303 Gainesville, Ga. 30501				
		PHONE:	770-535-6860		EMAIL:	citycouncil@gainesville.org				
PROGRAM CONTACT:		NAME/TITLE	Keith Smith / Div Chief		ADDRESS:	725 Pine Street, Gainesville, Ga. 30501				
		PHONE:	770-534-3612		EMAIL:	ksmith@gainesville.org				
Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:										
Investment Justification:		5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment								
Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:										
Discipline:		Fire								
COST ESTIMATE										
ITEM	CATEGORY	ITEM	QUANTITY	UNIT PRICE	TOTAL COST					
001		03SR-04-DOGS Training Aids	1	\$ 300.00	\$ 300.00					
002		01LE-02-BDUS PPE (Shirts, Pants, etc.)	1	\$ 700.00	\$ 700.00					
003		03SR-04-DOGS Leashes, Collars and vests	1	\$ 1,000.00	\$ 1,000.00					
004		03SR-04-DOGS Training	1	\$ 700.00	\$ 700.00					
005		03SR-04-DOGS Crates for housing	1	\$ 400.00	\$ 400.00					
006		19GN-00-BGPK Backpack/Gearbag	1	\$ 400.00	\$ 400.00					
007					\$ -					
008					\$ -					
009					\$ -					
010					\$ -					
011					\$ -					
012					\$ -					
013					\$ -					
014					\$ -					
015					\$ -					
016					\$ -					
017					\$ -					
018					\$ -					
019					\$ -					
020					\$ -					
GEMHSA Program Manager:			Ronnie Register	Program:	GSAR		TOTAL	\$ 3,500.00		
Prepared By:			Ronnie Register	Title:	Fire Services Coordinator					

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

- | | | | |
|---|-------------------------------------|-----------------------------------|-------------------------|
| 1. Personal Protective Equipment (PPE) | 8. Decontamination (DECON) | 15. Inspection and Screening (IS) | 22. Training (TRG) |
| 2. EOD | 9. Medical (MED) | 16. Animal and Plants (A&P) | 23. Exercise (EX) |
| 3. CBRNE Operational & Search & Rescue (SAR) | 10. Power (POW) | 17. Watercraft (WC) | 24. Planning (PLG) |
| 4. Information Technology (IT) | 11. CBRNE Reference Materials (REF) | 18. Aviation (AIR) | 25. Citizen Corps (CCP) |
| 5. Cyber Security (CS) | 12. CBRNE Response Vehicles (VEH) | 19. CBRNE Logistical Support (LS) | |
| 6. Interoperable Communications (Inter. Ops.) | 13. Terrorism Prevention (TP) | 20. Intervention (INT) | |
| 7. Detection (DET) | 14. Physical Security (PS) | 21. Other Authorized (O) | |

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FISCAL YEAR	REPORTING PERIOD	GAN NUMBER	HSGP GRANT NUMBER
APPLICANT (Agency/ Department)		COUNTY	AREA
ADDRESS:		CONTACT NAME:	CONTACT PHONE / ALTERNATE NO.

ITEM NO	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A)	AMOUNT EXPENDED(B)
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
Total -- Includes Amounts from Page 2				\$ -	\$ -	\$ -

Under penalty of perjury, I certify that all expenses, listed on this report are in accordance with the Office of Management and Budgets "Uniform Guidance"

(<http://www.grants.gov/web/grants/grant-policies/omb-uniform-guidance-2014.html>), Title 44 of the Code of Federal Regulations, Chapter 1 Part 13

(<http://www.gpoaccess.gov/cfr/index.html>), and the FY 2016 Homeland Security Grant Program guidance document located online at (www.fema.gov/fiscal-year-2016-homeland-security-grant-program).

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

* OBLIGATIONS AND EXPENDITURES MUST BE REPORTED TO GEMHSA ON A QUARTERLY BASIS THROUGH THE USE OF THE FSR.

PLEASE COMPLETE FORM BY UPDATING INFORMATION IN SECTIONS (A) AND (B) ABOVE.

NOTE: FUNDS ARE OBLIGATED (A) AT THE TIME THAT THE ORDER IS PLACED, FUNDS ARE EXPENDED (B) WHEN THE INVOICES ARE PAID.

EXHIBIT H

Georgia Emergency Management and Homeland Security Agency

2016 Homeland Security Grant Program Tangible Property Report

Report All Equipment Expenses Greater Than \$5,000

[illegible]

Georgia Emergency Management and Homeland Security Agency

Order Receipt Acknowledgement

Remit to: Georgia Emergency Management and Homeland Security Agency

Division of Homeland Security – Grants Unit

Post Office Box 18055

Atlanta, Georgia 30316-0055

Customer Name:

GAN Number:

Grant Number:

[illegible]

The subgrantee MUST properly receipt and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Order Receipt Acknowledgement Form must be completed and submitted to GEMHSA immediately upon receipt. If this form is not submitted to our office, funds associated with the purchased equipment will be deobligated from your grant and must be reimbursed to the state.

Order Received Signature Confirmation

Date _____

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Georgia Emergency Management
Agency
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2016-SS-00007-S01

TABLE OF CONTENTS

Article I	Assurances, Administrative Requirements, Cost Principles, and Audit Requirements
Article II	Whistleblower Protection Act
Article III	Use of DHS Seal, Logo and Flags
Article IV	USA Patriot Act of 2001
Article V	Universal Identifier and System of Award Management (SAM)
Article VI	Reporting of Matters Related to Recipient Integrity and Performance
Article VII	Rehabilitation Act of 1973
Article VIII	Trafficking Victims Protection Act of 2000
Article IX	Terrorist Financing
Article X	SAFECOM
Article XI	Reporting Subawards and Executive Compensation
Article XII	Procurement of Recovered Materials
Article XIII	Patents and Intellectual Property Rights
Article XIV	Notice of Funding Opportunity Requirements
Article XV	Non-supplanting Requirement
Article XVI	Lobbying Prohibitions
Article XVII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XVIII	Hotel and Motel Fire Safety Act of 1990
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Article XX	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XXI	Americans with Disabilities Act of 1990
Article XXII	Age Discrimination Act of 1975
Article XXIII	Activities Conducted Abroad

Article XXIV	Acknowledgment of Federal Funding from DHS
Article XXV	Federal Leadership on Reducing Text Messaging while Driving
Article XXVI	Federal Debt Status
Article XXVII	False Claims Act and Program Fraud Civil Remedies
Article XXVIII	Energy Policy and Conservation Act
Article XXIX	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
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Article XXXIV	Civil Rights Act of 1968
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Article XXXVI	DHS Specific Acknowledgements and Assurances
Article XXXVII	Acceptance of Post Award Changes
Article XXXVIII	Prior Approval for Modification of Approved Budget
Article XXXIX	Disposition of Equipment Acquired Under the Federal Award
Article XL	Summary Description of Award

Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article III - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article IV - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175 175c

Article V - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VI - Reporting of Matters Related to Recipient Integrity and Performance

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

Article VII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article VIII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article X - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XI - Reporting Subawards and Executive Compensation

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

Article XII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XIV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XV - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVI - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

Article XIX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXIII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXVIII - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXX - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXI - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Article XXXII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXIV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination

includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXV - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXXVI - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XL - Summary Description of Award

The purpose of the FY 2016 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,807,000 and Urban Areas Security Initiative (UASI) funding in the amount of \$5,430,000.

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$12,237,000.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/5/2017
Presenter: Bryan Lackey
Item of Business: PR-2017-03 Governor's Office of Highway Safety 2017 HEAT Grant
Meeting Date: 1/10/2017

Purpose of Request:

To receive approval to accept joint grant funding along with the Hall County Sheriff's Office (HCSO) for the GOHS HEAT Grant, which is funded through the National Highway Traffic Safety Administration.

History/Background:

The HEAT grant concentrates on addressing highway safety issues through the development and implementation of innovative programs to address highway safety issues.

Facts & Issues for Consideration:

GOHS contacted the HCSO and announced the Gainesville Police Department (GPD) and the HCSO are eligible to receive joint grant funding for the HEAT Grant. GPD will receive funding for one officer for a period of three years, one equipped police vehicle and traffic enforcement training, and related expenses for one police officer. HCSO will receive funding for one officer for a period of three years, two equipped police vehicles and traffic enforcement training, and related expenses for one police officer.

Department Recommendation:

Receive approval to accept said grant funding.

Department Director:

Carol Martin

If funding is involved, are funds approved within the current budget?

Amount Requested:

Total reimbursement for life of the grant is \$221,029.01

Source of Funds:

Capital Improvements and Police Operational Budget

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
PR-2017-03 GOHS HEAT Grant	Resolution

- ▢ HEAT Memo
- ▢ Hall County HEAT Grant Agreement

Cover Memo
Contract/Agreement/MOU

RESOLUTION PR-2017-03

**GOVERNOR'S OFFICE OF HIGHWAY SAFETY
2017 HIGHWAY ENFORCEMENT OF AGGRESSIVE TRAFFIC (HEAT) GRANT**

WHEREAS, the Hall County Sheriff's Office and the Gainesville Police Department have the opportunity to receive joint grant funding from the State of Georgia, Governor's Office of Highway Safety for the Highway Enforcement of Aggressive Traffic Grant through the National Highway Traffic Safety Administration to promote the development and implementation of innovative programs to address highway safety problems. Awarded grant funds will be utilized for three equipped police vehicles and all related operational expenses, two salaries and fringe benefits for a new or vacant, unfunded police officer position for a period of three years with no requirement for matching funds or stipulations that the officer hired with these funds will be retained after funding ends, and traffic enforcement training and related expenses for two police officers; and

WHEREAS, the Gainesville Police Department will receive one equipped police vehicle and all related operational expenses, one salary and fringe benefits for a new or vacant, unfunded police officer position for a period of three years with no requirement for matching funds or stipulations that the officer hired with these funds will be retained after funding ends, and traffic enforcement training and related expenses for one police officer; and

WHEREAS, the Governor's Office of Highway Safety will announce grant awards in February of 2017 and funding will begin shortly thereafter; and

WHEREAS, the Gainesville Police Department has recognized the applicability of this grant to fund previously unfunded positions in order to advance the Gainesville Police Department's Highway Safety Philosophy.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the City Manager to execute all documents on behalf of the City of Gainesville Police Department to the Governor's Office of Highway Safety to apply for and accept the Highway Enforcement of Aggressive Traffic Grant.

Adopted this ____ day of _____, 2017.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



**CITY OF GAINESVILLE
POLICE DEPARTMENT**

Carol Martin
Chief of Police

701 Queen City Parkway, SW

Gainesville, GA 30501

Telephone: 770.534.5252

Fax: 770.535.5620

Web Site: www.gainesville.org

memo

TO: BRYAN LACKEY, CITY MANAGER
FROM: CHIEF CAROL MARTIN
SUBJECT: TRAFFIC (HEAT) GRANT
DATE: JANUARY 4, 2017
CC:

The Hall County Sheriff's Office has applied for a three-year traffic grant from the Governor's Office of Highway Safety. This grant is contingent upon the Sheriff's Office and the Gainesville Police Department each contributing one officer to solely work traffic for the next three years. The Sheriff's Office will be administrator of the grant, responsible for reporting all data and reimbursing the police department for expenses.

The grant provides for a fully equipped marked patrol vehicle, which will become the property of the police department after 5 years. The department would be reimbursed for the upfront purchased of this vehicle. The initial funds for the vehicle would come from the 2017 CIP Vehicle fund and reimbursement would go back into the account.

The grant also provides for the salary and benefits for the Gainesville Police Officer assigned to this unit. The Sheriff's Office would reimburse on a quarterly basis the salary and benefits. For the remainder of FY 2017 the upfront salary and benefits would come from the police department's operational budget. The various openings the department has had throughout the year, provides excess to handle the additional officer's salary and benefit package until reimbursement is received each quarter. The remaining 2 years would be incorporated into the FY 2018 and 2019 operating budgets with quarterly reimbursements from the Sheriff's Office.

In additional, the grant will cover fuel, tire and service, and training expenses during the three years that the grant is valid. All the above will be reimbursed by the Sheriff's Office upon receiving expense receipts from the city.

The supervision of this officer will remain with the police department and the majority of his/her time will be spent within the city of Gainesville.



GERALD COUCH
Sheriff

OFFICE OF THE SHERIFF HALL COUNTY, GEORGIA

2859 Browns Bridge Road
Gainesville, Georgia 30504
Phone: 770-531-6900 Fax: 770-531-7150

Ms. Scarlett Woods
Georgia Governor's Office of Highway Safety
7 Martin Luther King Jr. Drive Suite 643
Atlanta, Georgia 30334

January 4, 2017

The Hall County Sheriff's Office and Gainesville Police Department have agreed to work in unison to accomplish the goals set forth in the Highway Enforcement of Aggressive Traffic Grant provided by the Georgia Governor's Office of Highway Safety. The two agencies look forward to accomplishing the grants goals of making the City of Gainesville and Hall County a safer place to drive for residents and visitors.

The Hall County Board of Commissioners (HCBC) has agreed to accept and oversee the total amount of the grant funds (\$497,233.02) from the Governor's Office of Highway Safety. HCBC agrees to reimburse the City of Gainesville for the following expenses which are directly funded by the grant:

- Salary of one (1) Gainesville police officer assigned to the HEAT unit during the duration of the grant, not to exceed the amount of yearly grant funding which is \$39,644.80 in annual salary (\$19.06 per hour) and \$15,639.87 in annual benefits (insurance/FICA/Retirement, etc.).
- Purchase of one (1) patrol vehicle in the amount of \$28,000.00
- Purchase of one (1) radar unit in the amount of \$3,100.00
- Purchase of one (1) Lidar unit in the amount of \$2,300.00
- Purchase of one (1) Alco-senor in the amount of \$400.00
- Purchase of one (1) in car camera system in the amount of \$5,300.00
- Purchase of one (1) window tint meter in the amount of \$200.00
- Purchase of one (1) flashlight in the amount of \$175.00
- Purchase of one (1) in car computer in the amount of \$2,500.00
- Fuel in the amount of \$2,400.00 per year (\$7,200.00 total)
- Tires and service on vehicle not to exceed \$1,000.00 per year for three years
- Travel expenses not to exceed \$1,000.00 per year for three years

Total re-imbursement to Gainesville Police Department for the life of the grant, provided they meet the minimum requirements of the grant, will not exceed: \$221,029.01.

Gerald Couch
Sheriff, Hall County Georgia

Carol Martin
Police Chief, City of Gainesville, GA

Richard Higgins
Chairman, Hall County Commission

Bryan Lackey
City Manager, City of Gainesville, GA

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/22/2016

Presenter: Matt Tate

Item of Business: Request from **Rochester and Associates, Inc.**, to rename Howard Road, located on the east side of State Route 365, to Lanier Tech Drive. **Ward Number: Two. Request: Road name change.**

Meeting Date: 1/10/2017

Purpose of Request:

The applicant is proposing to rename Howard Road located on the east side of State Route 365. The new road name is to be called Lanier Tech Drive which will primarily serve the new Lanier Tech campus currently under construction. If approved, there are two nearby undeveloped properties not owned by Lanier Tech that have a Howard Road address and will require an address change. The segment of Howard Road located west of SR 365 next to the YMCA will not be changed.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

The Planning and Appeals Board **recommended approval** of the request as presented.

See the PAB Recommendation Report for details and excerpts from the December 13, 2016 meeting minutes.

SAMPLE MOTIONS

Approve Road Action

I move to approve first reading of an ordinance to rename Howard Road, located on the east side of State Route 365, to Lanier Tech Drive.

Deny Road Action

I move to deny the road action request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Legal Ad	Legal Ad
 PAB Recommendation Report	Report
 Proposed Road Renaming Ordinance	Ordinance
 Exhibit A	Ordinance
 Location Maps	Backup Material
 Plat	Backup Material
 Picture of Site	Backup Material

LEGAL AD
Gainesville City Council

Publish Sunday, December 25, 2016
THE TIMES

**NOTICE OF PUBLIC HEARING ON PROPOSED
AMENDMENTS TO THE GAINESVILLE ZONING MAP**

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, January 10, 2017 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following request:

- 1) Request from **Rochester and Associates, Inc.** to rename Howard Road, located on the east side of State Route 365, to Lanier Tech Drive.
Ward Number: Two
Request: Road name change

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})
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CITY OF GAINESVILLE

**COMMUNITY
DEVELOPMENT
DEPARTMENT**

Post Office Box 2496

Gainesville, Georgia 30503-2496

Telephone: 770-531-6570

Fax: 770-297-7826

Web Site: www.gainesville.org

MEMORANDUM

TO: Mayor and City Council

FROM: Gainesville Planning and Appeals Board

DATE: December 13, 2016

SUBJECT: Request from Rochester and Associates, Inc. to rename Howard Road to Lanier Tech Drive

The applicant, Rochester and Associates, on behalf of Lanier Technical College, is proposing to rename Howard Road to Lanier Tech Drive. The road name change will primarily serve the new Lanier Tech campus which is currently under construction adjacent to Howard Road.

The segment of right-of-way to be renamed includes all of Howard Road located on the east side of State Route 365 and is approximately 527± linear feet in length. If approved, there are two nearby undeveloped properties not owned by Lanier Tech that have a Howard Road address that will require an address change. The portion of Howard Road located west of SR 365 next to the YMCA will not be renamed.

The proposal appears to be reasonable given that much of the adjacent property will be the site of the new Lanier Tech campus. Moreover, the proposed road name change will help better identify access to the campus for students and patrons traveling from the surrounding Northeast Georgia area. There were no comments from other departments regarding this request.

Excerpts from the December 13, 2016 PAB Meeting Minutes

Applicant Presentation: Brian Rochester, 425 Oak Street, stated the request does not include the portion of Howard Road where the YMCA is located, but on the opposite side of State Route 365 where RaceTrac is located. He stated that Lanier Tech President Dr. Ray Perren wanted to attend but a ceremony prevented him from doing so. He stated that it was an amazing opportunity given to us for Lanier Tech to locate in Gainesville, noting Governor Deal was behind the effort. Mr. Rochester stated he was available to answer any questions.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend approval of the request as presented.

Motion made by Board Member Martin

Motion seconded by Board Member Thompson

Vote – 5 favor, 2 absent (Carter, Rucker)

A Georgia Trendsetter City

First Reading: _____
Passed: _____

AN ORDINANCE

No. 2017-

AN ORDINANCE TO RENAME HOWARD ROAD, LOCATED ON THE EAST SIDE OF STATE ROUTE 365, TO LANIER TECH DRIVE; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

Pursuant to the recommendation of the Gainesville City Council, the 0.961± acres of right-of-way known as Howard Road, located on the east side of State Route 365, shall be renamed to Lanier Tech Drive. (See Exhibit A)

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

The effective date of this Ordinance shall be upon approval by the governing authority of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

EXHIBIT A

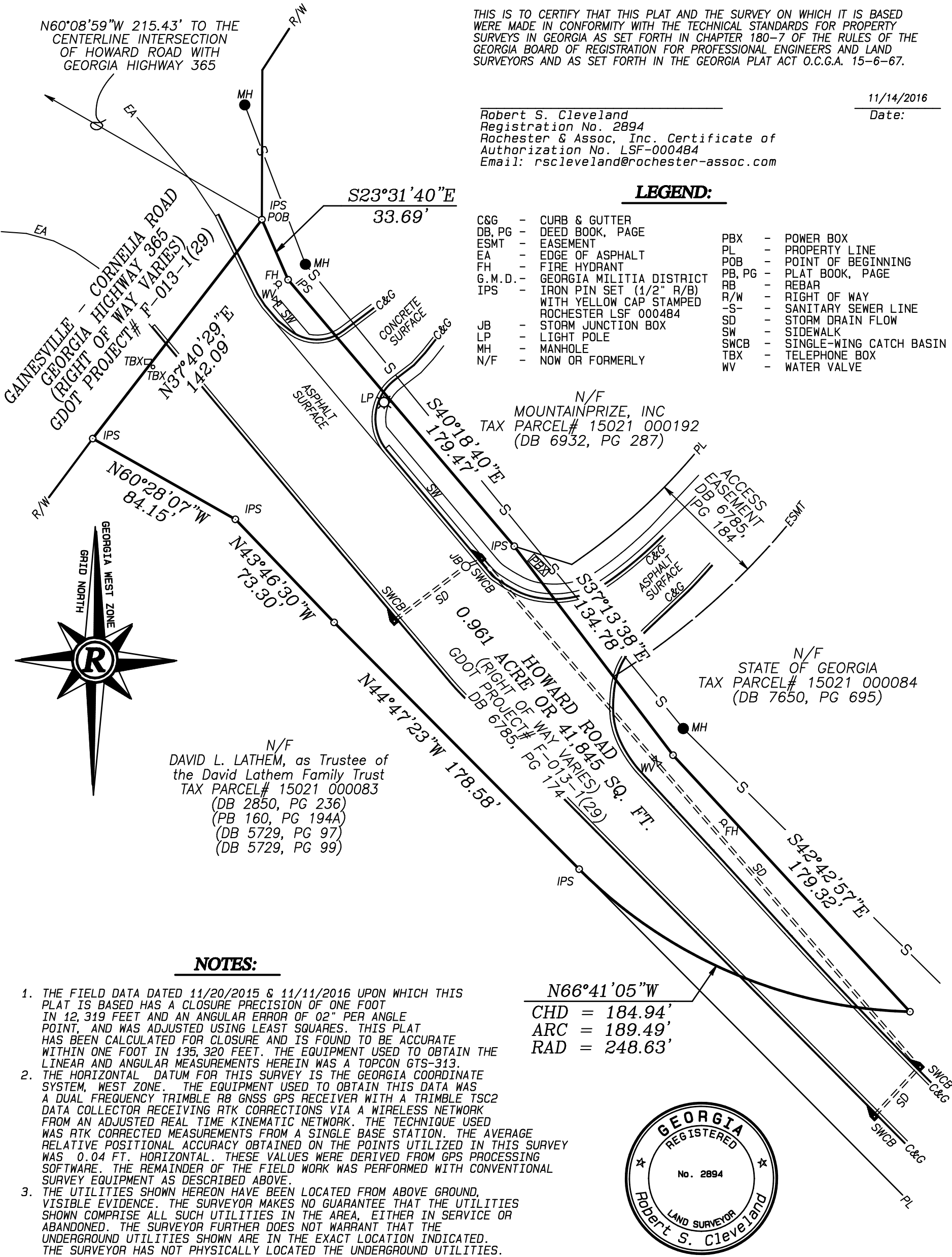
THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

11/14/2016
Date:

Robert S. Cleveland
Registration No. 2894
Rochester & Assoc, Inc. Certificate of
Authorization No. LSF-000484
Email: rscleveland@rochester-assoc.com

LEGEND:

- | | | | | | |
|--------|---|--|--------|---|-------------------------|
| C&G | - | CURB & GUTTER | PBX | - | POWER BOX |
| DB, PG | - | DEED BOOK, PAGE | PL | - | PROPERTY LINE |
| ESMT | - | EASEMENT | POB | - | POINT OF BEGINNING |
| EA | - | EDGE OF ASPHALT | PB, PG | - | PLAT BOOK, PAGE |
| FH | - | FIRE HYDRANT | RB | - | REBAR |
| G.M.D. | - | GEORGIA MILITIA DISTRICT | R/W | - | RIGHT OF WAY |
| IPS | - | IRON PIN SET (1/2" R/B)
WITH YELLOW CAP STAMPED
ROCHESTER LSF 000484 | -S- | - | SANITARY SEWER LINE |
| JB | - | STORM JUNCTION BOX | SD | - | STORM DRAIN FLOW |
| LP | - | LIGHT POLE | SW | - | SIDEWALK |
| MH | - | MANHOLE | SWCB | - | SINGLE-WING CATCH BASIN |
| N/F | - | NOW OR FORMERLY | TBX | - | TELEPHONE BOX |
| | | | WV | - | WATER VALVE |



NOTES:

1. THE FIELD DATA DATED 11/20/2015 & 11/11/2016 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,319 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 135,320 FEET. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A TOPCON GTS-313.
2. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE GEORGIA COORDINATE SYSTEM, WEST ZONE. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R8 GNSS GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM AN ADJUSTED REAL TIME KINEMATIC NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM A SINGLE BASE STATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL SURVEY EQUIPMENT AS DESCRIBED ABOVE.
3. THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON, ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
8. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP # 13139C0185F WITH A REVISION DATE OF SEPTEMBER 29, 2006, HALL COUNTY, GEORGIA.

N66°41'05"W
CHD = 184.94'
ARC = 189.49'
RAD = 248.63'



SHEET

OF

1

1

DATE: 11/14/2016

SCALE: 1" = 50'

FILE#G215108.LTC

JOB# .RW

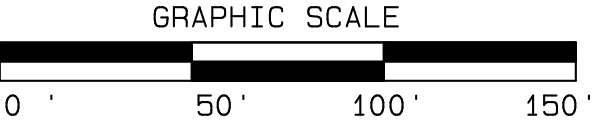
DRAWN BY RSC

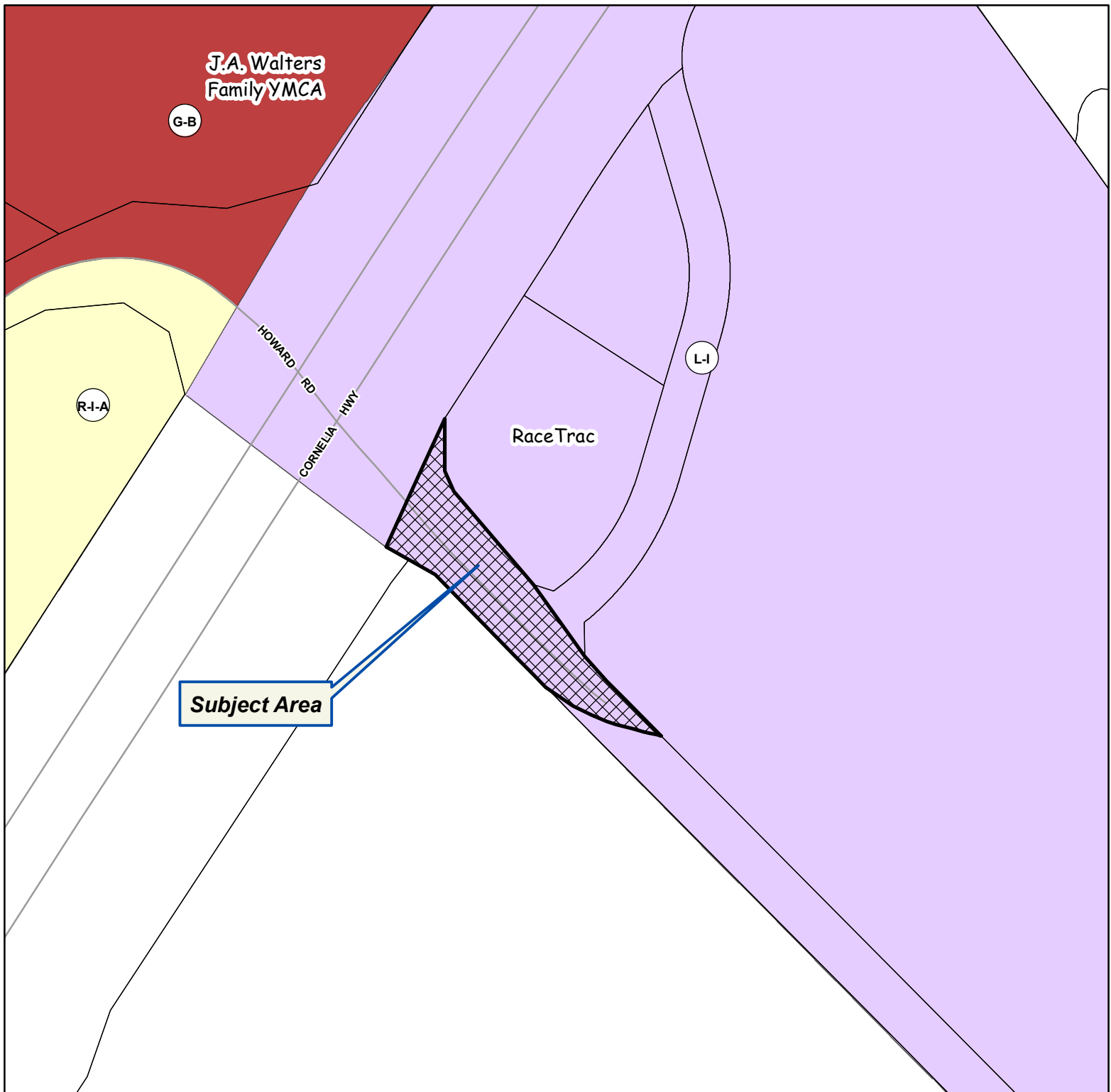
RIGHT-OF-WAY EXHIBIT FOR:

TECHNICAL COLLEGE
SYSTEM OF GEORGIA

LOCATED IN
G.M.D. 411,
THE CITY OF GAINESVILLE,
HALL COUNTY, GEORGIA

425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 www.rochester-assoc.com





Applicant:

ROAD ACTION REQUEST

ROCHESTER AND ASSOCIATES, INC.



Request:

To rename Howard Road,
located on the east side of State
Route of 365, to Lanier Tech Drive

Subject Area Address:

Right-of-Way

Meeting: 12/13/2016

Prepared: 11/22/2016

Gainesville Community Development Department

 Subject Property

0 120 240 360 480 Feet



1" = 200'

Tax Parcel: Right-of-Way



Applicant:

ROAD ACTION REQUEST

ROCHESTER AND ASSOCIATES, INC.



Request:

To rename Howard Road,
located on the east side of State
Route of 365, to Lanier Tech Drive

Subject Area Address:
Right-of-Way

Meeting: 12/13/2016

Prepared: 11/22/2016

Gainesville Community Development Department

 Subject Property

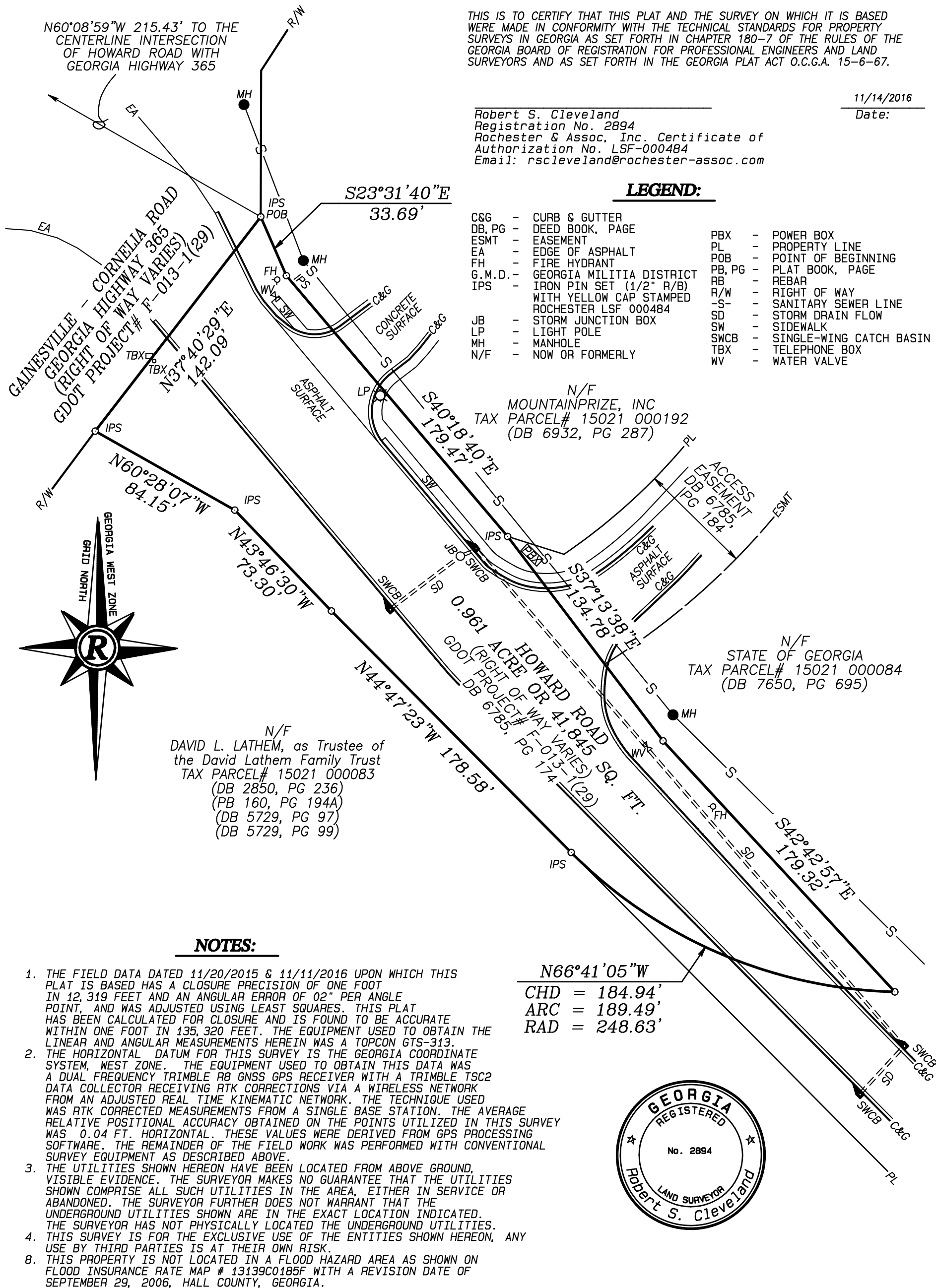
Aerial from 2015

0 120 240 360 480 Feet



1" = 200'

Tax Parcel: Right-of-Way



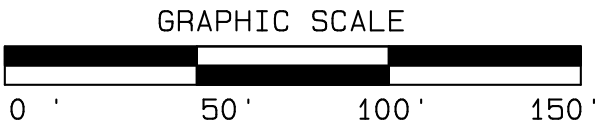
SHEET 1 OF 1

DATE: 11/14/2016
SCALE: 1" = 50'
FILE# G215108.LTC
JOB# .RW
DRAWN BY RSC

RIGHT-OF-WAY EXHIBIT FOR:
**TECHNICAL COLLEGE
SYSTEM OF GEORGIA**
LOCATED IN
G.M.D. 411,
THE CITY OF GAINESVILLE,
HALL COUNTY, GEORGIA

**Rochester
& Associates, Inc.**

425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 www.rochester-assoc.com





Subject Portion of Howard Road to be Renamed