



Mayor/Council Meeting Agenda
Tuesday, November 2, 2021, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

- A. Housing Authority
 - Appoint Joy Griffin

Minutes

- A. October 14, 2021 Work Session
- B. October 19, 2021 Mayor/Council Meeting

Resolutions

- A. BR-2021-46 Amtrak ADA Stations Program
- B. BR-2021-47 Extension of Airport Leases with Lanier Flight Center
- C. BR-2021-48 Williams Brothers Development (Crescent Drive Properties) Annexation Waiver
- D. GR-2021-10 GEMHSA GSAR FY2020 K-9 Grant
- E. GR-2021-11 GEMHSA GSAR FY2020 Truck Grant
- F. GR-2021-12 Mental Health Clinician Co-Responder Program Grant
- G. GR-2021-13 Request to Apply for and Accept a FY2023 Section 5307 Grant

RESOLUTION:

- A. Business Resolution 2021-49
Authorization to Execute Donation Agreement for the Highlands to Islands Trail

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

- A. Business Resolution 2021-50
Intergovernmental Agreement with Gainesville and Hall County Development Authority for Real Property in Gainesville Industrial Park West

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Monday, November 1, 2021, 5:11 PM



CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/28/2021

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 11/2/2021

Purpose of Request:

The following appointments, minutes and/or resolutions are being considered under the Consent Agenda Section. These items were previously distributed for review and/or discussed. Unless otherwise directed by Mayor and Council, they will not be discussed during this meeting.

If you have questions regarding these documents, please feel free to contact the City Clerk's Office during normal business hours (Monday through Friday from 8:00 AM to 5:00 PM) at 770-535-6865 or via email to cityclerk@gainesville.org.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

Date Submitted: 10/26/2021
Presenter: Danny Dunagan
Item of Business: Housing Authority
• Appoint Joy Griffin
Meeting Date: 11/2/2021

Purpose of Request:

The purpose of this request is to address the unexpired vacant position previously held by Broughton Cochran.

History/Background:

The Housing Authority follows the guidelines within Georgia Code (Section 8-3-50) as well as the City Charter and the City Code of Ordinances. Appointees serve a five-year term.

Facts & Issues for Consideration:

Mr. Cochran tendered his resignation. Joy Griffin has confirmed a willingness to fill the unexpired term.

Department Recommendation:

To approve the nomination to appoint Joy Griffin to fill the unexpired term as submitted by the Mayor during the October 28, 2021 Work Session.

Department Director:

Danny Dunagan

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Housing Authority Members	Backup Material
☐ Cochran Resignation Letter	Backup Material

HOUSING AUTHORITY

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Commissioner	Thompson	Faron	8/16/2011 UE	8/18/2015 7/21/2020	8/18/2025
Commissioner	Cochran Resigned	Broughton	2/16/2010	5/5/2015 5/19/2020	5/19/2025
Commissioner	Smallwood	Darryl	10/1/1997	8/20/2002 9/2/2008 3/4/2014 2/19/2019	3/4/2024
Resident Commissioner	Brown	Mary	8/16/2011	9/6/2016 9/21/2021	9/6/2022
Commissioner	Figueras	Myrtle	1/19/2016 UE	1/22/2019	2/4/2024
Ex-Officio	Couvillon	Sam	1/7/2020	1/19/2021	1/4/2022

TERM: Five year terms

CONTACT: Beth Brown, Executive Director
Housing Authority
P.O. Box 653
Gainesville, GA 30503
770-536-1294
bbrown@gainesvillehousing.org
www.gainesvillehousing.org

UPDATED: 10/26/2021

Broughton Cochran

1170 Saint Charles Place
Gainesville, Georgia 30501
broughtoncochran@gmail.com
October 25, 2021

► **Mayor Danny Dunagan**

VIA EMAIL
dannydunagan@hotmail.com

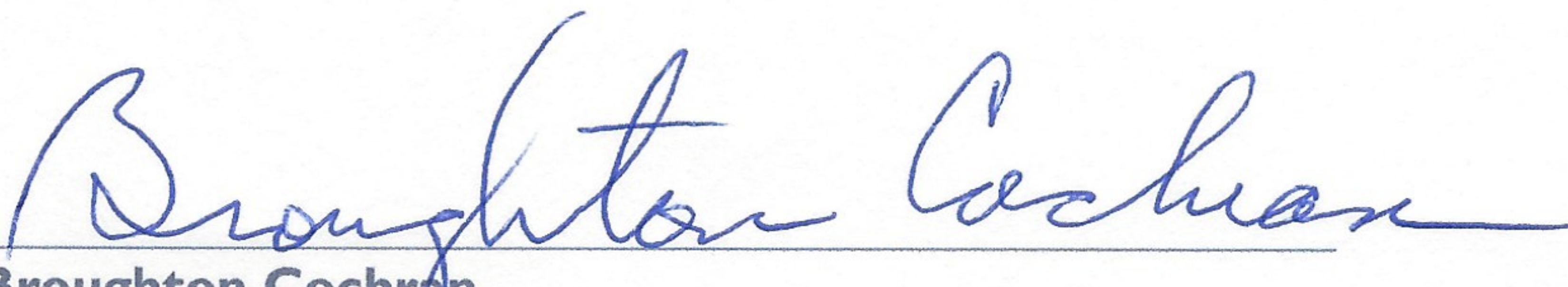
Mayor Dunagan,

The pleasure has all been mine to have had the opportunity to serve on the Board of Commissioners of the Gainesville Housing Authority. I consider it an honor to have been appointed by you to this position. However, it is time for me to step aside. The caliber of people I have been able to get to know through this position has enriched my life. For this I thank you.

The Authority is in an excellent position to continue to be an example of accomplishment to other housing authorities in Georgia with Beth Brown as the Executive Director and a very competent board directing her.

Therefore, I ask you to accept this letter as my formal resignation as of November 30, 2021.

Yours Truly,


Broughton Cochran

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/2/2021
Presenter: Denise Jordan
Item of Business: October 14, 2021 Work Session
Meeting Date: 11/2/2021

Purpose of Request:

The purpose of this request is to allow the governing body to approve 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:

Presenter: Denise Jordan

Item of Business: October 19, 2021 Mayor/Council Meeting

Meeting Date: 11/2/2021

Purpose of Request:

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

History/Background:

Facts & Issues for Consideration:

The referenced 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

Date Submitted: 10/21/2021
Presenter: Bryan Lackey
Item of Business: BR-2021-46 Amtrak ADA Stations Program
Meeting Date: 11/2/2021

Purpose of Request:

To present a proposed resolution authorizing an agreement with Amtrak to consent to improvements of the City's property in accordance with the plans as outlined in the agreement.

History/Background:

Facts & Issues for Consideration:

Amtrak requests the following:

1. The City consent to the making of the improvements to the City's property in accordance with the plans.
2. The City shall provide Amtrak and its contractors access to the City's property at the time the improvements are to be made.
3. The City will assume the ongoing responsibility for the maintenance, repair and replacement of the improvements to the City's property, except for the storm system connection which Amtrak will maintain, repair and replace.
4. The City will timely sign any related documentation that may be required for Amtrak and its contractors to complete the project.
5. The City will not remove the improvements without prior written consent of Amtrak.
6. The City will provide Amtrak with continued access to the improvements and will ensure Amtrak's perpetual right to use the improvements.

Department Recommendation:

Approval of the resolution.

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 BR-2021-46 Amtrak ADA Stations Program	Resolution

RESOLUTION BR-2021-46

AMTRAK ADA STATIONS PROGRAM

WHEREAS, the National Railroad Passenger Corporation (“Amtrak”) is committed to ensuring that rail stations it serves are fully compliant with the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, the City of Gainesville, Georgia (“City”) has property known as the Station located at 110 Industrial Boulevard to which Amtrak has conducted a property survey and ADA assessment of and determined that improvements are necessary as part of Amtrak’s ADA responsibility; and

WHEREAS, Amtrak has designed plans for the improvements to the City property and utilities as part of the Amtrak ADA Stations Program (ADASP); and

WHEREAS, the City desires to consent to the improvements to the City property and utilities in accordance with the Plans as outlined in the attached consent agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby approve of the Plans for improvements as set forth by the Amtrak ADASP.

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 the consent agreement and any other documents that may be necessary to effectuate the agreement.

Adopted this _____ day of _____, 2021.

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



Via Email

BLackey@gainesvillega.gov

September 13, 2021

Mr. Bryan Lackey
City Manager
City of Gainesville
P.O. Box 2496
Gainesville, GA 30503
770-535-6865

**RE: Amtrak ADA Stations Program ("ADASP")
Gainesville, Georgia Rail Station ("Station")**

Dear Mr. Lackey:

National Railroad Passenger Corporation ("Amtrak") is committed to ensuring that rail stations it serves are fully compliant with the Americans with Disabilities Act of 1990 (ADA) and accessible to all passengers. At this point, Amtrak has conducted a property survey and an ADA assessment of all portions of the Station for which Amtrak has some degree of ADA responsibility and has designed the required improvements to be constructed by Amtrak.

The purpose of this letter is two-fold. First, it is to provide the City with design plans for the improvements being made as part of our ADASP ("Plans"). The Plans have progressed to the 90% level of design and are enclosed with this letter for your review, since the improvements impact City property and utilities. The exact timing of the work is not yet known.

Improvements that impact City property or utilities include, but are not limited to:

- Connection of new platform underdrain and trench drainage system to the City's stormwater system, including two new manholes
- Soil erosion and sediment control measures
- ADA compliant sidewalk near Station entrance
- Reconfiguration of parking striping along Industrial Blvd.
- Small portion of new compliant sidewalk near Hancock Ave. & Industrial Blvd.

The second purpose of this letter is to request that the City: (i) consent to the making of the improvements to the City's property substantially in accordance with the Plans; (ii) agree to provide Amtrak and its contractors access to the City's property at the time the improvements are to be made; (iii) confirm that the City will assume the ongoing responsibility for the maintenance, repair and replacement of the improvements to the City's property, except for the storm system connection which Amtrak will maintain,

Mr. Bryan Lackey
City of Gainesville
September 13, 2021
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repair and replace; (iv) agree that the City will timely sign any related documentation that may be required for Amtrak and its contractors to complete the project; (v) agree that the City will not remove the improvements for as long as Amtrak uses or intends to use the improvements in providing rail passenger services at the Station, without the prior written consent of Amtrak; and (vi) agree that the City will provide Amtrak with continued access to the improvements and will ensure Amtrak's perpetual right to use the improvements for as long as Amtrak provides or intends to provide rail passenger services at the Station.

Your signature below constitutes the City's consent to the improvements substantially in accordance with the Plans and the City's agreement to comply with all of Amtrak's other requests described in the above paragraph.

Please contact the following Amtrak representative if you have any questions or concerns regarding the planned improvements or the project:

Todd Stennis
Senior Government Affairs Manager
National Railroad Passenger Corporation
1001 Loyola Avenue - 100A
New Orleans, LA 70113
Ph: (504) 528-1639; Email: StenniT@amtrak.com

The schedule associated with Amtrak's ADASP is an aggressive one. You can help us complete the design portion of the Station project quickly by having the authorized representative of the City sign and date a copy of this letter and return it via email to Karen Felder at felderK@amtrak.com by September 27, 2021.

Thank you in advance for your cooperation. We look forward to working with you on this important initiative.

Sincerely,

Lonnie Murray Digitally signed by Lonnie Murray
Date: 2021.09.13 14:05:55 -04'00'

Lonnie A. Murray
Senior Director Program Management,
Amtrak ADA Stations Program

CONSENT OF OWNER

As the authorized representative of the City, I hereby: (i) consent to the making of the improvements to the City's property substantially in accordance with the Plans; (ii) agree to provide Amtrak and its contractors access to the City's property at the time the improvements are to be made; (iii) confirm that the City will assume the ongoing responsibility for the maintenance, repair and replacement of the improvements to the City's property, except for the storm system connection which Amtrak will maintain, repair and replace; (iv) agree that the City will timely sign any related documentation that may be required for Amtrak and its contractors to complete the project; (v) agree that the City will not remove the improvements for as long as Amtrak uses or intends to use the improvements in providing rail passenger services at the Station, without the prior written consent of Amtrak; and (vi) agree that the City will provide Amtrak with continued access to the improvements and will ensure Amtrak's perpetual right to use the improvements for as long as Amtrak provides or intends to provide rail passenger services at the Station.

By: _____

Name: _____

Title: _____

Date: _____

cc: T. Hancock
J. Brauer

Enclosures:
Amtrak ADA Stations Program (ADASP), Gainesville (GNS) Station, 90% Submission, 8/31/21,
27 pages

*Mr. Bryan Lackey
City of Gainesville
September 13, 2021
Page 4*

bcc: T. Stennis
T. Mason
R. Blaine
J. Blair
J. Drummond
W. Bobonis-Lopez
A. Adams
E. Bailey
R. Kopec
D. Sakiyabu
K. Felder
E. Pannell



ADA STATIONS PROGRAM (ADASP)

GAINESVILLE (GNS) STATION
116 INDUSTRIAL BOULEVARD
GAINESVILLE, GA 30501

Latitude: 34° 17' 19.968" N
Longitude: 83° 49' 10.486" W

C.E.N. NUMBER: 100694.0420
HOST RAILROAD: NORFOLK SOUTHERN RAILWAY (NS)
TRACK SUBDIVISION: GEORGIA DIVISION
MILEPOST: 584.7

90% SUBMISSION

PROJECT SCOPE SUMMARY

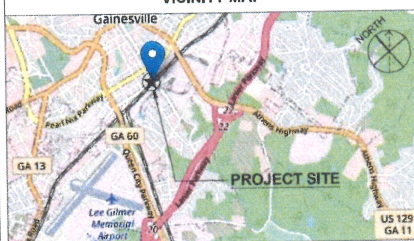
STATION EXTERIOR

- REMOVE EXISTING PLATFORM.
- PROVIDE NEW CONCRETE PLATFORM WITH RAILINGS AND DETECTABLE WARNING SURFACE.
- SALVAGE AND RELOCATE EXISTING WHEEL CHAIR LIFT ENCLOSURE.
- PROVIDE ACCESSIBLE PATH FROM PLATFORM TO WAITING ROOM ENTRANCE AND ACCESSIBLE PARKING.
- PROVIDE ACCESSIBLE PATH FROM INDUSTRIAL BLVD. CROSSWALK TO WAITING ROOM ENTRANCE.
- PROVIDE ACCESSIBLE PARKING WITH CONCRETE PAD.
- PROVIDE SIGNAGE AT PLATFORM, ACCESSIBLE PARKING AND STATION BUILDING.
- SALVAGE AND RE-USE EXISTING SIGNAGE WHERE INDICATED.
- PROVIDE PLATFORM LIGHTING.
- PROVIDE STORMWATER MANAGEMENT.
- PROVIDE STAIR TO ACCESS LOADING DOCK.

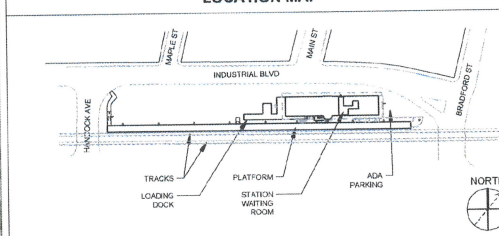
STATION BUILDING

- PROVIDE EXTERIOR DOORS AT BOTH ENTRANCES TO WAITING ROOM.
- PROVIDE BROCHURE RACK.
- RELOCATE AND ADJUST WAITING ROOM AND RESTROOM FIXTURES AND ACCESSORIES.
- MODIFY SEATING IN WAITING ROOM.

VICINITY MAP



LOCATION MAP



PROJECT CONTACTS

CIVIL ENGINEER

WSP USA, INC.
3340 PEACHTREE RD
SUITE 2400
TOWER PLACE 100
ATLANTA, GA 30326
(404) 237-2115

NAME: GEOFFREY DONALD, P.E.
GEORGIA LICENSE #020593

STRUCTURAL ENGINEER

WSP USA, INC.
434 FAYETTEVILLE ST
SUITE 1500
RALEIGH, NC 27601
(919) 836-4062

NAME: THOMAS M. HARRIS, P.E.
GEORGIA LICENSE #041057

ARCHITECT

WSP USA, INC.
401 B STREET
SUITE 1650
SAN DIEGO, CA 92101
(619) 321-4188

NAME: DARRYL K. CARTY, R.A.
GEORGIA LICENSE #005255

ELECTRICAL ENGINEER

WSP USA, INC.
300 N. LASALLE
42ND FLR
CHICAGO, IL 60602
(312) 782-8150

NAME: GREG REILLY, P.E.
GEORGIA LICENSE # 043604

LIST OF DRAWINGS

GENERAL:	COVER SHEET	REFERENCE
1 G-001	COVER SHEET	Y-001
2 G-002	CODE SUMMARY, SYMBOLS, GENERAL NOTES	Y-001
3 G-003	KEY PLAN	Y-002
4 G-004	RECOMMENDED CONSTRUCTION PHASING / STAGING PLAN	Y-002
5 G-005	PLATFORM EGRESS PLAN	
CIVIL:		
6 C-001	CIVIL NOTES, ABBREVIATIONS, SYMBOLS	
7 C-011	CIVIL SITE DEMOLITION PLAN I	
8 C-012	CIVIL SITE DEMOLITION PLAN II	
9 C-013	CIVIL SITE DEMOLITION PLAN III	
10 C-014	CIVIL SITE CONSTRUCTION PLAN I	
11 C-015	CIVIL SITE CONSTRUCTION PLAN II	
12 C-016	CIVIL SITE CONSTRUCTION PLAN III	
13 C-017	CIVIL SITE CONSTRUCTION PLAN IV	
14 C-018	CIVIL SITE CONSTRUCTION PLAN V	
15 C-019	GRADING AND DRAINAGE PLAN I	
16 C-020	GRADING AND DRAINAGE PLAN II	
17 C-021	GRADING AND DRAINAGE PLAN III	
18 C-022	PLAN AND PROFILE I	
19 C-023	PLAN AND PROFILE II	
20 C-024	PLAN AND PROFILE III	
21 C-025	EROSION AND SEDIMENT CONTROL PLAN I	
22 C-026	EROSION AND SEDIMENT CONTROL PLAN II	
23 C-027	EROSION AND SEDIMENT CONTROL PLAN III	
24 C-028	CIVIL SECTION I	
25 C-029	CIVIL SECTION II	
26 C-030	CIVIL SITE DETAIL I	
27 C-031	CIVIL SITE DETAIL II	
28 C-032	CIVIL SITE DETAIL III	
29 C-033	CIVIL SITE DETAIL IV	
30 C-034	CIVIL SITE DETAIL V	
31 C-035	CIVIL SITE DETAIL VI	
STRUCTURAL:		
32 S-001	STRUCTURAL NOTES, ABBREVIATIONS, SYMBOLS	
33 S-011	STRUCTURAL PLATFORM AND FOUNDATION PLAN I	
34 S-012	STRUCTURAL PLATFORM AND FOUNDATION PLAN II	
35 S-013	STRUCTURAL PLATFORM AND FOUNDATION PLAN III	
36 S-014	STRUCTURAL SECTIONS AND DETAILS I	
37 S-015	STRUCTURAL SECTIONS AND DETAILS II	
38 S-016	STRUCTURAL PLATFORM TYPICAL DETAILS	
39 S-017	STRUCTURAL LIGHT POLE AND SIGNAGE FOUNDATION DETAILS	
ARCHITECTURAL:		
40 A-001	ARCHITECTURAL ABBREVIATIONS & ADA MOUNTING HEIGHTS	
41 A-002	WAITING ROOM DEMOLITION PLAN	
42 A-003	ENLARGED DEMOLITION PLAN - RESTROOMS	
43 A-004	DEMOLITION ELEVATIONS - RESTROOMS	
44 A-005	WAITING ROOM CONSTRUCTION PLAN	
45 A-006	WAITING ROOM CODE ANALYSIS	
46 A-007	ENLARGED PLAN - RESTROOMS	
47 A-008	INTERIOR ELEVATIONS - RESTROOMS	
48 A-009	DOORS	
49 A-010	WHEELCHAIR LIFT ENCLOSURE	
50 A-011	STAIR 01	
51 A-012	SLOPED WALKWAY 01	
52 A-013	RAMP 01 AND 02	
53 A-014	GUARDRAIL AND HANDRAIL DETAIL I	
54 A-015	GUARDRAIL AND HANDRAIL DETAIL II	
55 A-016	STAIR AND RAMP RAILING DETAILS	
56 A-017	SEWAGE SCHEDULE AND MOUNTING DETAILS	
57 A-018	SEWAGE PLAN I	
58 A-019	SEWAGE PLAN II	
59 A-020	SEWAGE PLAN III	
60 A-021	SEWAGE ELEVATIONS I	
61 A-022	SEWAGE ELEVATIONS II	
62 A-023	SEWAGE MOUNTING DETAILS I	
63 A-024	SEWAGE MOUNTING DETAILS II	
64 A-025	SEWAGE GRAPHIC STANDARDS	
ELECTRICAL:		
65 E-001	ELECTRICAL NOTES, ABBREVIATIONS, SYMBOLS	
66 E-002	ELECTRICAL SITE CONSTRUCTION PLAN I	
67 E-003	ELECTRICAL SITE CONSTRUCTION PLAN II	
68 E-004	ELECTRICAL SITE CONSTRUCTION PLAN III	
69 E-005	PLATFORM LIGHTING PHOTOMETRIC PLAN I	
70 E-006	PLATFORM LIGHTING PHOTOMETRIC PLAN II	
71 E-007	PLATFORM LIGHTING PHOTOMETRIC PLAN III	
72 E-008	ELECTRICAL DETAILS	
73 E-009	ELECTRICAL SCHEDULES	

No.	Revision	Date	By
1	90% SUBMISSION	08/01/2021	SD



Office of Chief Engineer

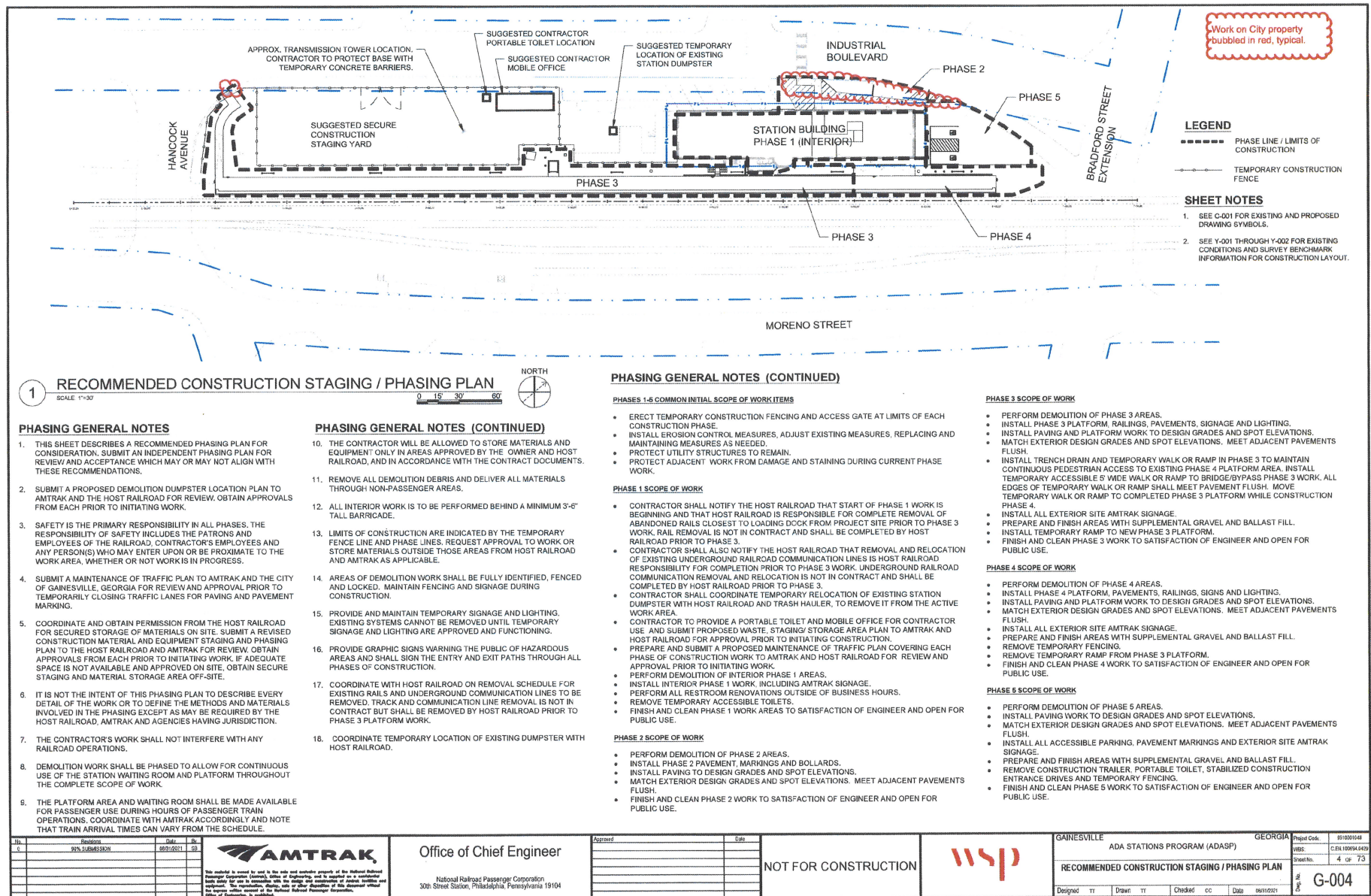
National Railroad Passenger Corporation
30th Street Station, Philadelphia, Pennsylvania 19104

Approved	Date

NOT FOR CONSTRUCTION



GAINESVILLE		GEORGIA		Project Code: 01/0001048
ADA STATIONS PROGRAM (ADASP)				WSP: C-04.00001.0001
COVER SHEET				Sheet No: 1 of 73
Designed: DA	Drawn: SS	Checked: SB	Date: 08/01/2021	WSP: G-001



Date Submitted: 10/19/2021
Presenter: Bryan Lackey
Item of Business: BR-2021-47 Extension of Airport Leases with Lanier Flight Center
Meeting Date: 11/2/2021

Purpose of Request:

To extend lease terms for five (5) lease agreements at the Lee Gilmer Memorial Airport.

History/Background:

Between 2006 and 2017 the City entered into lease agreements Self-Serve Fuel SASO, Flight Training, Aircraft Charter, Aircraft Management, and Aircraft Sales SASO, Corporate Hangars AA4, AA5, and AA9.

Facts & Issues for Consideration:

The City and the lessees wish to extend the term of the leases.

Department Recommendation:

Adopt the resolution to extend the term of the leases.

Department Director:

Chris Rotalsky

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

Amount Requested:	Source of Funds:
N/A	N/A

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2021-47 Extension of Airport Leases with Lanier Flight Center	Resolution
☐ Extension of Airport Leases with Lanier Flight Center	Contract/Agreement/MOU

RESOLUTION BR-2021-47

Extension of Airport Leases with Lanier Flight Center

WHEREAS, between 2006 and 2017, the City of Gainesville (the "City") entered into five (5) lease agreements with Wheelers R Flying, LLC d/b/a Lanier Flight Center (the "Lessee") (said Lease Agreements hereinafter referred to as "the Leases") relating to various activities at the Lee Gilmer Memorial Airport; and

WHEREAS, the City and the Lessee wish to extend the term of the Leases, such that the Leases will terminate on October 31, 2027, unless further extended by agreement of the City and the Lessee, as well as alter provisions in the Leases relating to fees, charges, and to bring the Leases into conformance with current practices at the Lee Gilmer Memorial Airport.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the attached Lease Extension Agreement and hereby authorizes the Mayor, City Manager, and City Attorney to sign the attached Lease Extension Agreement and such documents as necessary to effectuate the provisions set forth in the attached Lease Extension Agreement.

Adopted this _____ day of _____, 2021.

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

LEASE EXTENSION AGREEMENT

WHEELERS R FLYING, LLC d/b/a LANIER FLIGHT CENTER (the “Lessee”) and THE CITY OF GAINESVILLE, GEORGIA (the “City”) (collectively, the “Parties”) enter into this Lease Extension Agreement (the “Agreement”) as of the 2nd day of November, 2021 (the “Effective Date”).

The parties hereto entered into the following Lease Agreements, which are hereinafter collectively referred to as “the Leases:”

1. Self- Serve Fuel SASO Lease agreement dated July 1, 2006;
2. Flight Training, Aircraft Charter, Aircraft Management, and Aircraft Sales SASO agreement dated March 14, 2007;
3. Corporate Hangar AA4 Lease agreement dated March 11, 2015;
4. Corporate Hangar AA5 Lease agreement dated March 11, 2015; and
5. Corporate Maintenance Hangar AA9 Lease agreement dated October 19, 2017.

The Parties hereby extend the terms of the Leases, such that the Leases will terminate on October 31, 2027. If the City wishes, in its sole discretion, to renew any or all of the Leases for up to two (2) additional five (5) year terms, the City will provide notice to Lessee two (2) months prior to October 31, 2027 of the terms of the proposed renewal, including proposed renewal term, rental rates, and any other changes in the terms and conditions of the renewal lease term. If Lessee wishes to renew any or all of the Leases under the terms and conditions proposed by the City, the Lessee must provide written notice to the City at least one month prior to October 31, 2027. If such notice is not given by Lessee accepting the renewal terms proposed by the City, the Leases will terminate on October 31, 2027.

The Parties hereby remove from the lease referenced above in numbered paragraph 2, that section 1.2 titled "Fees and Charges."

Except as set forth herein, all terms and conditions of the Leases shall remain unchanged.

The Parties hereto have executed this **LEASE EXTENSION AGREEMENT** as of the Effective Date set forth above.

Wheelers R Flying, LLC d/b/a Lanier Flight Center

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM

CITY OF GAINESVILLE

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By: _____
Bryan Lackey
City Manager

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

Date Submitted: 10/20/2021

Presenter: Bryan Lackey

Item of Business: BR-2021-48 Williams Brothers Development (Crescent Drive Properties) Annexation Waiver

Meeting Date: 11/2/2021

Purpose of Request:

Williams Brothers Development, LLC, has formally requested the annexation requirement for sanitary sewer service be waived for a proposed residential development located on a consolidation of six parcels consisting of addresses 490, 508 and 536 Crescent Drive and three other parcels not currently addressed. This group of parcels are currently contiguous with the existing City limits.

History/Background:

Per resolution BR-2018-44, the governing body of the City may waive the annexation requirement for sanitary sewer service if the proposed use of the property is non-conforming to the City's Unified Land Development Code (ULDC) or if the use is inconsistent with the City's Comprehensive Future Land Use Plan.

Facts & Issues for Consideration:

Community and Economic Development Department staff have identified the proposed use as non-conforming with the City's Comprehensive Future Land Use Plan and, as such, supports the developer's desire to remain in unincorporated Hall County while still being allowed to connect to the City's public sanitary sewer system.

Department Recommendation:

Approve the proposed resolution for a request by the developer to remain in unincorporated Hall County and connect to the City's public sanitary sewer system, while waiving the requirement to annex into the City limits of Gainesville.

Department Director:

Linda MacGregor

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

D	BR-2021-48 Williams Brothers Development (Crescent Drive Properties) Annexation Waiver	Resolution
D	Location Map	Backup Material
D	Annexation Waiver Request	Backup Material

RESOLUTION BR-2021-48

**WILLIAMS BROTHERS DEVELOPMENT (CRESENT DRIVE PROPERTIES)
ANNEXATION WAIVER**

WHEREAS, the City of Gainesville owns and operates a sanitary sewer collection system serving the City of Gainesville and surrounding areas; and

WHEREAS, the City of Gainesville requires property owners who desire to connect to the sanitary sewer collection system to annex into the corporate limits of the City of Gainesville prior to connection when contiguous to the City Limits; and

WHEREAS, in some instances, the City may desire to provide sanitary sewer service to property which is contiguous to the municipal boundaries of the City for protection of the public health and welfare of the community, despite the proposed use of said property not conforming to the City Unified Land Development Code and/or despite the proposed use of said property being inconsistent with the City Comprehensive Future Land Use Plan; and

WHEREAS, in these instances, the City of Gainesville will allow connection to the City's sanitary sewer collection system without requiring annexation into the City Limit's but will require execution of a sanitary sewer service agreement and power of attorney for future annexation of said property; and

WHEREAS, the developer, Williams Brothers Development, LLC, proposes a residential development encompassing the properties located at 490, 508 and 536 Crescent Drive as well as three unaddressed tracts and has formally requested, in writing, the annexation requirement for connection to the City's sanitary sewer system be waived; and

WHEREAS, Community and Economic Development Department staff have identified the nature of the residential development to be non-conforming with the City's Comprehensive Future Land Use Plan.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves this request to allow connection of the Property to the City's sanitary sewer system without annexing.

BE IT FURTHER RESOLVED THAT the Mayor, City Manager and/or City Attorney are authorized to sign any and all documents that may be necessary to effectuate the connection of the Property to the City's sanitary sewer system.

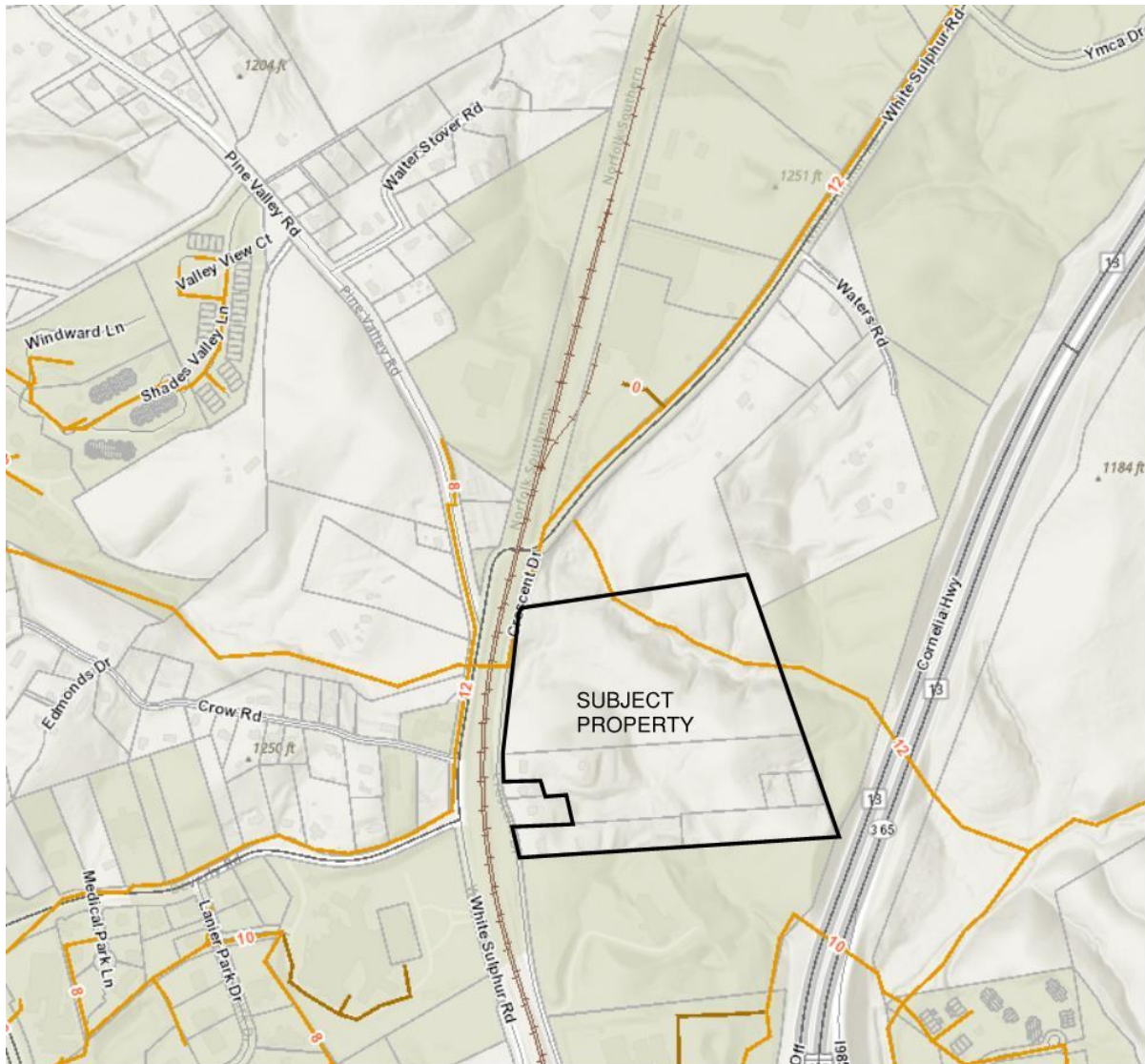
Adopted this _____ **day of** _____, **2021.**

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





10/08/2021

To Whom it May Concern,

This letter is to request access to the City of Gainesville Water and Sewer for a proposed development along White Sulphur Road in Hall County. The property will be a consolidation of 6 lots, addresses are 536 Crescent, Dr, 508 Crescent Dr, 490 Crescent Dr, and three addresses are not listed, but the parcel ID's are; 15033D000010F, 15033D000015, and 15033D000014.

The proposed uses for the development include up to 200 residential units and 150 senior or assisted living residences.

The applicant has spoken to Nick Swafford at City of Gainesville for consideration to access water and sewer while foregoing annexation into the Gainesville city limits.

Sewer access is currently at the property, along White Sulphur Road, and running through the northeast corner of the property.

Thank you,

Cameron Grogan
Williams Brothers Development, LLC
cgrogan@williamsbrothersdev.com
404-548-7128

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/14/2021
Presenter: Bryan Lackey
Item of Business: GR-2021-10 GEMHSA GSAR FY2020 K-9 Grant
Meeting Date: 11/2/2021

Purpose of Request:

The purpose of the request is to ask the Council to approve the acceptance of the \$1,200 grant funds from the GEMHSA (Georgia Emergency Management/Homeland Security Agency) for the GSAR (Georgia Search and Rescue) K-9 program.

History/Background:

With the Gainesville Fire Department being the host department for the GSAR Task Force 1 Team, GEMHSA has awarded \$1,200 to purchase equipment for the K-9 program through the Homeland Security Grant Program/State Homeland Security Grant which will be used for the maintenance of the GSAR TF 1 program.

Facts & Issues for Consideration:

The Gainesville Fire Department is the host department for GSAR TF 1 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 TF 1 program.

Department Director:

Jerome Yarbrough

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ GR-2021-10 GEMHSA GSAR FY20 K-9 Grant	Resolution
☐ GEMHSA GSAR FY20 K-9 Grant Agreement	Contract/Agreement/MOU

RESOLUTION GR-2021-10

GEMHSA GSAR FY2020 K-9 GRANT

WHEREAS, the Georgia Emergency Management/Homeland Security Agency hereinafter referred to as "GEMHSA" 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 Northeast Region of the state; and

WHEREAS, GEMHSA has awarded the City of Gainesville Fire Department \$1,200 for K-9 equipment through the Homeland Security Grant Program/State Homeland Security Grant 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 sub grant funded from the Federal FY20 Homeland Security Grant Program as listed in the attached documents titled Grant Award letters for FY20.

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 \$1,200.

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 _____, 2021.

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



**FISCAL YEAR 2020
HOMELAND SECURITY GRANT PROGRAM**

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

AND

Gainesville Fire Department

GRANT: #82

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

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of **\$1,200.00** to **Gainesville Fire Department**, as Subrecipient, in accordance with the Fiscal Year 2020 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

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

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

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

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

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

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

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

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

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

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

E.

The following reporting periods and due dates apply:

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

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

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

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

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

A. Administrative Requirements

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

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

B. Cost Principles

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS:

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

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

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

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

Q. Environmental Historical Preservation (EHP)

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

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

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

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

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

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

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

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

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

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

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

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

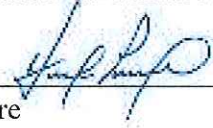
TERMINATION: This agreement may be terminated for any or all of the following reasons:

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

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

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Gainesville Fire Department have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY



Signature

Harlan Proveaux, Deputy Director of Homeland Security

Printed Name and Title of Signatory

10 / 07 / 2021

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

_____/_____/_____
Date of Signature

58-6000581

Agency FEID (XX-XXXXXXX)

006696135

Agency DUNS Number (XXXXXXXXXX)

APPROVED AS TO FORM

CITY OF GAINESVILLE

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By: _____
C. Danny Dunagan, Jr.
Mayor

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

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 is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet 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 Subrecipient 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 "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

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

RECOMMENDED:

- ☒ **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

Gainesville Fire Department

Agency

Matthew Smith

Authorized Signature

10/7/21

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
Cainesville Fire Department	#82
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Danny Dunager	Mayor
SIGNATURE	DATE

Homeland Security Grant Program Tangible Property Report

Report All Equipment Expenses Greater Than \$5,000

[illegible]

Date Submitted: 10/14/2021
Presenter: Bryan Lackey
Item of Business: GR-2021-11 GEMHSA GSAR FY2020 Truck Grant
Meeting Date: 11/2/2021

Purpose of Request:

The purpose of the request is to ask the Council to approve the acceptance of the \$9,000 grant funds from GEMHSA (Georgia Emergency Management Homeland Security Agency) for the GSAR (Georgia Search and Rescue) truck maintenance program.

History/Background:

With the Gainesville Fire Department being the host department for the GSAR Task Force 1 team, GEMHSA has awarded \$9,000 to purchase equipment for the truck through the Homeland Security Grant Program/State Homeland Security Grant which will be used for the maintenance of the GSAR TF 1 program.

Facts & Issues for Consideration:

The Gainesville Fire Department is the host department for GSAR TF 1 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 TF 1 program.

Department Director:

Jerome Yarbrough

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ GR-2021-11 GEMHSA GSAR FY2020 Truck Grant	Resolution
☐ GEMHSA GSAR FY2020 Truck Grant Agreement	Contract/Agreement/MOU

RESOLUTION GR-2021-11

GEMHSA GSAR FY2020 TRUCK GRANT

WHEREAS, the Georgia Emergency Management/Homeland Security Agency hereinafter referred to as "GEMHSA" 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 Northeast Region of the state; and

WHEREAS, GEMHSA has awarded the City of Gainesville Fire Department \$9,000 for equipment through the Homeland Security Grant Program/State Homeland Security Grant 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 sub grant funded from the federal FY20 Homeland Security Grant Program as listed in the attached documents titled Grant Award letters for FY20; and

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 \$9,000.

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 _____, 2021.

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



**FISCAL YEAR 2020
HOMELAND SECURITY GRANT PROGRAM**

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

AND

Gainesville Fire Department

GRANT: #81

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

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of **\$9,000.00** to **Gainesville Fire Department** , as Subrecipient, in accordance with the Fiscal Year 2020 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

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

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

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

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

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

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

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

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

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

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

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

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

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

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

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

A. Administrative Requirements

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

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

B. Cost Principles

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

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

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

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

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

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

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

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

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

D. Selected Items of Cost: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. Data Universal Numbering System (DUNS) Number Requirement: No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.

F. Accounting System: The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

G. Retention and Maintenance of Records: The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2020 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

H. Withholding and Repayment of Funds: In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

I. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

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

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and

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

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

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

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

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

SPECIAL CONDITIONS:

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

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

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

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

Q. Environmental Historical Preservation (EHP)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Gainesville Fire Department have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

Signature

Harlan Proveaux, Deputy Director of Homeland Security
Printed Name and Title of Signatory

10 / 07 / 2021
Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

Date of Signature

58-6000581

Agency FEID (XX-XXXXXXX)

006696135

Agency DUNS Number (XXXXXXXXXX)

APPROVED AS TO FORM

CITY OF GAINESVILLE

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By: _____
C. Danny Dunagan, Jr.
Mayor

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

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 is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet 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 Subrecipient 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 "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

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

RECOMMENDED:

- ☒ **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

Gainesville Fire Department

Agency

[Handwritten Signature]

Authorized Signature

10/7/21

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
<i>Gainesville Fire Department</i>	<i># 81</i>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<i>Danny Duragen</i>	<i>Mayor</i>
SIGNATURE	DATE

[illegible]

Date Submitted: 10/15/2021
Presenter: Bryan Lackey
Item of Business: GR-2021-12 Mental Health Clinician Co-Responder Program Grant
Meeting Date: 11/2/2021

Purpose of Request:

To accept a funding grant for a minimum of \$110,000 to pay the salaries of the Police Department's mental health clinicians. Acceptance of the funding would allow for an additional Mental Health Clinician to the staff. The Mental Health Clinicians work for the Police Department and address the mental health needs of the community.

History/Background:

The Northeast Georgia Health Systems has raised funds to partner with the United Way of Hall County's One Hall programs to assist in providing the Police Department with Mental Health Clinicians to respond to calls for service involving mental health patients and to provide case management for patients in need of services.

Facts & Issues for Consideration:

To accept the grant for a minimum of \$110,000 with knowledge of additional funding coming in October of 2022 to pay the salaries of the existing Mental Health Clinician and to add an additional clinician to the staff.

Department Recommendation:

Approval of the resolution.

Department Director:

Jay Parrish

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

Amount Requested:	Source of Funds:
\$110,000	Grant Funded

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ GR-2021-12 Mental Health Clinician Co-Responder Program Grant	Resolution

RESOLUTION GR-2021-12

MENTAL HEALTH CLINICIAN CO-RESPONDER PROGRAM GRANT

WHEREAS, the Northeast Georgia Health Systems Foundation and the United Way of Hall County has selected the Gainesville Police Department to receive grant funding; and

WHEREAS, the Northeast Georgia Health Systems Foundation and the United Way of Hall County has indicated that the Gainesville Police Department will receive a minimum of \$110,000 for a 12-month period and subsequent funding to follow in October 2022; and

WHEREAS, the Gainesville Police Department has needs which are related to the Mental Health Clinician Co-Responder Program.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the acceptance of said funds from the Northeast Georgia Health Systems Foundation and the United Way of Hall County.

Adopted this _____ **day of** _____, **2021.**

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: 10/21/2021

Presenter: Bryan Lackey

Item of Business: GR-2021-13 Request to Apply for and Accept a FY2023 Section 5307 Grant

Meeting Date: 11/2/2021

Purpose of Request:

To present the proposed resolution regarding a FY23 Section 5307 Grant opportunity. The Georgia Department of Transportation has announced a notice of funding availability for the FY23 Section 5307 Grant Program. These operating and capital funds have been used since 2004 to fund Hall Area Transit. This year's application will seek operating funds for WeGo and the Gainesville Trolley and capital funds to make improvements to the HAT Administrative campus, acquire replacement and expansion fleet as well as other items noted in the application.

History/Background:

The City of Gainesville and/or Hall County Government has been the recipient of Section 5307 grant funds since 2004.

Facts & Issues for Consideration:

The Section 5307 grant funds passed from the Federal Transit Administration to the Georgia Department of Transportation to fund small and large urban transit system like Hall Area Transit.

Department Recommendation:

Approve the resolution.

Department Director:

Phillippa Moss

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

Amount Requested:

\$TBD

Source of Funds:

Staff will seek approval to use general funds as part of the regular FY23 budget process

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ GR-2021-13 Request to Apply for and Accept a FY2023 Section 5307 Grant	Resolution
☐ FY23 Section 5307 Grant application	Backup Material

RESOLUTION GR-2021-13

Request to Apply for and Accept a FY2023 Section 5307 Grant

WHEREAS, each year the Federal Transit Administration (FTA) makes capital and operating funds available to transit systems such as Hall Area Transit through its Section 5307 program; and

WHEREAS, each year staff submits an application to the Georgia Department of Transportation (GDOT) for processing; and

WHEREAS, a successful application will result in funding that will cover fifty percent (50%) of the operating expenses and 90% of the capital expenses for WeGo and the Gainesville Trolley.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the FY23 Section 5307 application submission and approval of the grant contract.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and City Attorney to execute all contracts and associated documents related to said grant.

Adopted this _____ day of _____, 2021.

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



FEDERAL TRANSIT ADMINISTRATION

SECTION 5307 PROGRAM FORMULA FUNDS FOR SMALL URBAN TRANSIT

FY 2023 GRANT APPLICATION

Please use Adobe Acrobat Reader to complete this application. You may use the tab button to navigate between fillable form fields. Only the Transmittal Letter and Authorizing Resolution should be printed and returned as a scanned application attachment. All other application components should be completed and returned electronically.

**APPLICATION DUE DATE
NOVEMBER 1, 2021**

City of Gainesville on behalf of Hall Area Transit

Submitted By:

Phillippa Lewis Moss

Date Submitted:

November 2, 2021

Project Manager Signature:
(To be completed by GDOT staff)

Date Received:

(To be completed by GDOT)

FY 2021 Section 5307 Grant Application Checklist

Name/Description of Item	Completed? (Yes/No)
Part A: Grant Applicant Profile	Yes
Part B: Transmittal Letter (on Letterhead)	Yes
Part C: Authorizing Resolution	Yes
Part D: General Narrative Questions and Responses	Yes
Part E: Title VI	Yes
Part F: Capital Budget and Contracting Opportunities	Yes
Part G: Section 5307 Planning Assistance Funding	Yes
Part H: Section 5307 Operating Assistance Budget and Justification	Yes
Part I: Fixed Asset Inventory	Yes
Part J: Public Participation Requirements	Yes
Part K: Certification of No Intent to Charter Service	Yes
Part L: Drug-Free Workplace and Drug and Alcohol Program	Yes
Part M: Drug-Free Workplace Certification for Public and Private Entities	Yes
Part N: Certification of Equivalent Access for Persons with Disabilities	Yes
Part O: FTA Civil Rights Assurance	Yes
Part P: Debarment and Suspension	Yes
Part Q: Disadvantaged Business Enterprise (DBE) Semi-Annual Reporting	Yes
Part R: Lobbying Restrictions	Yes
Part S: FTA Certifications and Assurances	Yes
Part T: SAM Certifications	Yes
Part U: Financial Certifications	Yes
Part V: Expenditure Plan	Yes

Reviewed By: (to be completed by GDOT staff)	GDOT Project Manager	Date
	Transit Program Manager	Date
	Assistant Division Director – Intermodal Division	Date

Does your organization employ 100 or more transit-related employees?

Yes ☐

No ☒

In FY 2022, did Applicant Organization receive \$250,000 or more in FTA planning funds?

No

(If yes, approved DBE program is required. Please attach a copy of DBE plan or provide a hyperlink.) _____

Does the agency intent to charge indirect costs to this project: Yes ☐ No ☒. If yes, please select one option below.
Please check one of the boxes to indicate whether your agency has a current indirect cost plan on file with GDOT or agrees to the de-minimis rate of 10%

Approved ICR file with GDOT ☐

De minimis CR (10% fixed) ☐

*****Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; such information will be used as part of the application evaluation upon which final budgets are based and awarded by GDOT.*****

Contract Authorization Request

Part A: Grant Applicant Profile

General Information	SUBRECIPIENT ORGANIZATION Information		
	Organization Official Name (as it appears in W9) City of Gainesville (for Hall Area Transit)	Physical Address 300 Henry Ward Way Gainesville, GA 30501	Mailing Address (if different) P.O. Box 2496 Gainesville, GA 30503-2496
		DUNS Number 075926923 (Cage Code 58FT9)	eVerify 46267, authorized 6-25-07
Subrecipient Contract Information	Key Personnel (EXCLUDE THIRD PARTY OPERATORS)		
	Contract Reviewer	Name	Phillippa Lewis Moss
		Title	Director, Gainesville-Hall Co. Community Services
		Phone	770-503-3350
		Email	pmoss@gainesvillega.gov
	Executor - Authorized Official that will execute the grant	Name	Bryan Lackey
		Title	City Manager
		Phone	770-297-5495
		Email	blackey@gainesvillega.gov
	Executor 2 - Second executor only if required by the subrecipient	Name	
		Title	Mayor
		Phone	
		Email	
	Attestor/Witness - Designated Staff Person who will Attest the Executing Official's Signature and Affix the Government's Seal	Name	Denise Jordan
		Title	City Clerk
		Phone	770-535-6864, ext. 2586
		Email	djordan@gainesvillega.gov
	Notary - Designated Notary who will Notarize the Executing and Attesting Officials' Signatures	Name	Alisa Grayson
		Title	Deputy City Clerk
		Phone	770-530-4993, ext. 211
		Email	agrayson@gainesvillega.gov

	Attorney	Name	Abbot Hayes
		Title	City Attorney
		Phone	770-532-6312
		Email	ash@homlaw.com

Part B: Transmittal Letter

The following page includes a sample transmittal letter with fillable fields. Applicants should only complete the fillable fields, all remaining fields will auto-populate. Once all fields are complete, Applicants should print the letter on the Applicant Organization's letterhead. A scanned copy of the signed letter (on Applicant Organization's letterhead) should be submitted as an attachment with the complete application package and include the signature of the Authorized Official.

Please note that the Transmittal Letter and/or Authorized Official MAY NOT be submitted to GDOT from a Third-Party Operator (TPO) on the TPO's letterhead.

Date

Ms. Kaycee Mertz
Transit Program Manager
Division of Intermodal
Georgia Department of Transportation
600 W. Peachtree Street
Atlanta, Georgia 30308

Dear Ms. Mertz:

The City of Gainesville (Hall Area Transit) is applying for FY2023 financial assistance under Title 49 U.S Section 5307 Formula Assistance for Urbanized Areas in the amount of \$1,697,500 as detailed in the table below.

	Federal Share	State Share	Local Share	Total
Capital Funding	500,000	62,500	62,500	625,000
Operating Funding	1,197,500		1,197,500	2,395,00
Total	1,697,500	62,500	1,260,000	3,020,000

Local capital funding will be provided by City of Gainesville.

Local operating funding will be provided by City of Gainesville & Hall County Gov't

The Applicant certifies sufficient financial capacity exists to carry out the proposed projects listed above for a minimum of 90 days in the event of delays in the receipt of federal funds or execution of a contract. The applicant certifies the local match is from an eligible source of funds.

The applicant certifies all of the information contained in this funding application is correct and the applicant has the legal, financial, technical, and managerial capacity to carry out the proposed project and maintain the project property. If you have questions about this request for funding, please contact Phillippa Lewis Moss at 770-503-3350 or pmoss@gainesvillega.com.

Signature

Name of Authorized Official

Title of Authorized Official

Part C: Authorizing Resolution

The following two pages include an authorizing resolution that must be enacted by the governing body of the Applicant Organization and signed by the Chair of the County Commission, Mayor, or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed.

A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5307.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY City of Gainesville
hereinafter referred to as the "Applicant",

1. That the Designated Official Bryan Lackey (City Manager), is authorized to execute and file an application on behalf of City of Gainesville with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5307 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business

Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9030.1E, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this ____ day of _____, 2021.

Authorized Official

Type Name and Title

Signed, sealed and delivered this ____ day of _____, 2021 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting _____ of
City of Gainesville _____ (*Title of Certifying/Attesting Official*) (*Applicant's Legal Name*) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on _____, 2021.

Name of Certifying/Attesting Officer

Title of Certifying/Attesting Officer

(Place Seal Here)

Part E: Title VI Data Collection and Reporting

All applicants for FTA Section 5307 funding are required to maintain and provide GDOT with certain information pertaining to Title VI. Please answer the following Title VI questions below.

E-1: General Reporting Requirements

- 1.) The agency has not received any Title VI complaints in the last three years: ☒
- 2.) If the agency has received Title VI complaints, use Table 4 to document those, list any active lawsuits or complaints naming the Applicant Organization which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include:
- The date the lawsuit or complaint was filed;
 - A summary of the allegation;
 - Any action taken thus far; and
 - The status of the lawsuit or complaint.

Table 4: List of Title VI Complaints or Lawsuits

Date (Month/Year)	Summary (include basis of complaint: race, color, or national origin)	Action Taken	Status

- 2.) Please provide a description of all pending applications for financial assistance, and financial assistance currently provided by other federal agencies.

3.) Please provide a summary of all civil rights compliance review activities conducted at the applicant's transit system in the last three years. The summary should include:

- The purpose or reason for the review:
- The name of the agency or the organization that performed the review:
- A summary of the findings and recommendations of the review:
- A summary report on the status and/or disposition of such findings and recommendations.

Part E: Title VI Data Collection & Reporting

Answer to Question E-1: 3

Title	Contract	Dates	Contract	Federal	State	Local
	Number		Amount	Funds	Funds	Funds
FY22 FTA 5307 Urban Transit Operating Assistance	T006843	07/01/2021-06/30/2022	1,583,684	791,842	0	791,842
FY22 FTA 5307 Urban Transit Capital Purchases	T006843	07/01/2021-06/30/2022	140,000	112,000	0	14,000
FY22 FTA 5311 Rural Transit Operating Assistance	T007150	07/01/2021-06/30/2022	130,284	65,142	0	65,142
FY20 FTA 5307 Urban Transit Operating Assistance-Emergency Relief	T006115	07/01/2020-12/31/2021	2,819,452	2,819,452	0	0
FY20 FTA 5307 Urban Transit Operating Assistance-Emergency Relief	T006115	07/01/2020-12/31/2021	967,130	967,130	0	0
FY20 FTA 5307 Urban Transit Capital Purchases	T006115	07/01/2020-06/30/2022	960,300	960,300	0	0
Title	Contract Number	Dates	Contract Amount	Federal Funds	State Funds	Local Funds

Part F: Capital Budget and Contracting Opportunities

The proposed project to be funded under this grant application should be fully described including the overall project goals and objectives and how the project will contribute positively to the transit system.

Projects will be developed in BlackCat Transit Data Management System. Projects created in this platform must provide complete and accurate information. Project justification should provide enough information to describe the need for the project and how the agency is planning the project execution.

Please add additional documentation pertinent to the project in the Project Document section.

Please note that all proposed project activities must be derived from an approved Statewide Transportation Improvement Program (STIP) or Transportation Improvement Program (TIP) prepared by the metropolitan planning organization (MPO) for the urbanized area. There must be a reasonable notice and opportunity to comment on the proposed project by the public and interested parties through the STIP and/or MPO processes. Please obtain an excerpt from the MPO's approved TIP and include it in the grant application package.

F-1: Justification of Major Project Elements and Activities

Describe each project element/activity included in the Capital Budget Spreadsheet and provide detailed information on activities to be conducted, items to be procured, contracting opportunities (i.e. consultants and/or other vendors), etc. Given that Section 5307 funds are not always available to cover all the funding needs of our Section 5307 systems in Georgia, the description should include a discussion of which activities or project elements are the highest priority. Please feel free to cite or refer to any local area plans, analyses, assessments, reviews or other documents that can substantiate the need for Section 5307 funding to support the identified project activities.

In addition, any equipment requested under this application that will cost more than \$5,000, must be listed separately. Also, for any replacement vehicles (transit or admin/support) Applicant Organizations must state which existing vehicle is being replaced. These data points are required when GDOT writes the grant to FTA.

Every AI requested in the application MUST have a justification.

Select Organization:

City of Gainesville-Hall Area Transit ▼

[Project Overview](#)

[Project Details](#)

[Project Funding](#)

[Project Documents](#)

Funding

Project Information

City of Gainesville BUY <30 FT BUS FOR EXPANSION

UPIN: BCT0001158

Project Status: Open

Application: [FY 2023 FTA Section 5307 Program Formula Small Urban Transit grant application](#)

Created by: Karina Costantini on 10/7/2021 2:43:48 PM

Last Modified by: Karina Costantini on 10/7/2021 2:47:03 PM

Project Funding Summary

Year: 2023

Status: Not Submitted

Requested: \$625,000

Allocated: \$0

Encumbered: \$0

[Return to Funding Requests](#)

- [Budget](#)
- [Comments](#)

Project Budget

Expense

Budget Code	Category	Amount
Capital Expenses		
36586	Capital Cost	\$625,000.00
		\$0.00
	Total Expenses	\$625,000.00
	Net Project Cost	\$625,000.00
Federal Request:		
Federal Amount:	80.00%	\$500,000.00
Match Required:	20.00%	\$125,000.00
State Source		\$62,500.00
Match Source	Local Funds	\$62,500.00
Match Source		
Match Source		
Match Source		
	Total Match	\$125,000.00
	Over/Under	\$0.00

Last Modified: Budget updated by Karina Costantini, 10/7/2021 2:47:03 PM

Select Organization:

City of Gainesville-Hall Area Transit ▼

[Project Overview](#)

[Project Details](#)

[Project Funding](#)

[Project Documents](#)

Funding

Project Information

City of Gainesville UP TO 50% FEDERAL SHARE

UPIN: BCT0001160

Created by: Karina Costantini on 10/7/2021 3:53:17 PM

Project Status: Open

Last Modified by: Karina Costantini on 10/7/2021 3:57:00 PM

Application: [FY 2023 FTA Section 5307 Program Formula Small Urban Transit grant application](#)

Project Funding Summary

Year: 2023

Requested: \$2,370,000

Status: Not Submitted

Allocated: \$0

Encumbered: \$0

[← Return to Funding Requests](#)

- [Budget](#)
- [Comments](#)

Project Budget

Expense

Budget Code	Category	Amount
5011 Administration Labor		
5011.01	Building and Maintenance	\$0.00
5011.02	Administrative	\$140,000.00
5011.03	Asst. Transit Director	\$0.00
5011.04	Finance Director	\$0.00
5011.05	HR/Compliance Manager	\$0.00
5011.06	Operations Manager	\$0.00
5011.07	Safety Manager	\$0.00
5011.08	Maintenance Manager	\$0.00
5011.09	Director Salary	\$0.00
5011.10	Supervisor Salary	\$0.00
5011.11	Bookkeeper Salary	\$0.00
5011.12	Secretary Salary	\$0.00
5011.99	Other	\$0.00
5015 Administration Fringe Benefits		
5015.01	Health/Medical Insurance	\$25,000.00
5015.02	Life Insurance	\$0.00
5015.03	Dental Insurance	\$0.00
5015.04	FICA	\$0.00
5015.05	Retirement Pensions	\$0.00
5015.06	Other Insurance	\$0.00
5015.07	Unemployment Insurance	\$0.00
5015.08	Workmans Compensation	\$0.00
5015.09	Uniform/Clothing Allowance	\$0.00
5015.10	Paid Absence (Vacation, Sick, Holiday)	\$0.00
5020 Administration Services		

5020.01	Janitorial/Labor Services	\$30,000.00
5020.02	Legal Services	\$0.00
5020.03	Payroll Services	\$0.00
5020.04	CPA Services	\$0.00
5020.05	Computer Services/Design/Program	\$0.00
5020.06	Data Processing Services	\$0.00
5020.07	Administrative/Consulting Services	\$0.00
5020.08	Advertising Services/Fees	\$0.00
5020.09	Security Services	\$0.00
5020.10	Temporary Help Services	\$0.00
5020.11	Leases and Rentals Office Equipment	\$2,000.00
5020.12	Leases and Rentals Facilities	\$0.00
5020.13	Drug and Alcohol Services / Testing	\$6,000.00
5020.14	Audit	\$0.00
5020.99	Other	\$0.00
5039 Administration Materials and Supplies Consumed		
5039.01	Office Supplies	\$6,000.00
5039.01	Printing	\$10,000.00
5039.99	Other	\$0.00
5040 Administration Utilities		
5040.01	Electric	\$15,000.00
5040.02	Gas	\$1,500.00
5040.03	Water/Sewer	\$1,500.00
5040.04	Garbage	\$0.00
5040.05	Telephone	\$48,000.00
5040.99	Other	\$0.00
5050 Administration Insurance		
5050.01	Physical Damage	\$0.00
5050.02	Liability and Property	\$30,000.00
5050.03	Recoveries	\$0.00
5050.04	Vehicle Insurance	\$0.00
5060 Administration Taxes		
5060.01	Vehicle Licensing and Reg. Tax	\$0.00
5060.02	Property Tax	\$0.00
5060.03	Other	\$0.00
5090 Administration Miscellaneous Expense		
5090.01	Dues and Subscriptions	\$7,500.00
5090.02	Travel and Meetings	\$2,000.00
5090.03	Postage	\$1,000.00
5090.04	Bank and Merchant Fees	\$0.00
5090.05	Indirect Expenses (Must Have Approval)	\$0.00
5090.99	Other	\$0.00
5011 Operating Labor		
5011.01	Driver / Operator Salaries and Wages	\$1,200,000.00
5011.02	Driver / Operator Overtime	\$0.00
5011.03	Dispatchers	\$0.00
5011.04	Mechanics	\$0.00
5011.05	Bus Washers	\$0.00
5011.06	Employees in Training Salaries and Wages	\$0.00
5011.99	Other	\$0.00
5015 Operating Fringe Benefits		

5015.01	Health/Medical Insurance	\$500,000.00
5015.02	Life Insurance	\$0.00
5015.03	Dental Insurance	\$0.00
5015.04	FICA	\$0.00
5015.05	Retirement Pensions	\$0.00
5015.06	Other Insurance	\$0.00
5015.07	Unemployment Insurance	\$0.00
5015.08	Workmans Compensation	\$0.00
5015.09	Uniform/Clothing Allowance	\$5,000.00
5015.10	Paid Absence (vacation/sick/holiday)	\$0.00
5015.99	Other	\$0.00
5020 Operating Services		
5020.01	Temporary Health Service	\$0.00
5020.02	Vehicle Maintenance/Repair	\$100,000.00
5020.03	Towing and Wrecker Services	\$0.00
5020.04	Leases and Rentals Equipment	\$0.00
5020.99	Other	\$0.00
5030 Operating Fuel and Lubricants		
5030.01	Fuel and Lubricants	\$200,000.00
5030.99	Other	\$0.00
5032 Operating Tires and Tubes		
5032.01	Tires and Tubes	\$0.00
5032.99	Other	\$0.00
5039 Operating Materials and Supplies Consumed		
5039.01	Auto Parts	\$0.00
5039.02	Medical/Safety Equipment or Supplies	\$0.00
5039.03	Fire Extinguishers	\$0.00
5039.04	Cleaning Supplies	\$0.00
5039.05	Vehicle Supplies/Small Tools	\$120,000.00
5039.99	Other	\$0.00
5060 Operating Taxes		
5060.01	Property Tax	\$0.00
5060.02	Fuel Tax	\$0.00
5060.99	Other	\$0.00
5090 Operating Miscellaneous		
5090.01	Miscellaneous	\$84,500.00
5090.02	Marketing	\$15,000.00
5101 Operating Purchased Transportation Services		
5101.01	Purchased Transportation Services	\$0.00
Ineligible Expenses		
		Expenses \$2,550,000.00
Ineligible Expenses		
Category		Amount
Ineligible Expenses		\$0.00
Revenue		
Budget Code		Amount
Calculated Revenues		
Farebox		\$180,000.00
Non-Eligible Purchase of Service Revenue/Contract Revenue		\$0.00
Non-Calculated Revenues		
Contract Revenue		\$0.00
Contract Revenue from Reserve		\$0.00
Advertising Income		\$0.00
Contract Maintenance Revenue - Sold Maintenance Service		\$0.00
Investment Income		\$0.00
Local - Local Tax Levied		\$0.00
Other Federal Cash Grants		\$0.00
Other Revenue		\$0.00

		Total Expenses	\$2,550,000.00
		Total Revenues (minus)	\$180,000.00
		Net Project Cost	\$2,370,000.00
Federal Request:			
Federal Amount:	50.00%		\$1,185,000.00
Match Required:	50.00%		\$1,185,000.00
State Source			
Match Source	Local Funds		\$1,185,000.00
Match Source			
Match Source			
Match Source			
		Total Match	\$1,185,000.00
		Over/Under	\$0.00

Last Modified: Budget updated by Karina Costantini, 10/7/2021 3:57:00 PM

Part G: Section 5307 Planning Assistance Funding

In this section, please provide supporting information on the proposed funding request for planning assistance. Note that GDOT already provides FTA Section 5303 transit planning funds to most of the MPOs in Georgia and expects area-wide transit planning for all areas to be accomplished with those funds. There are, however, projects and planning activities appropriate for 5307 funding. Applicants should still coordinate such activities with the respective MPO and/or Regional Commission staff.

Projects will be developed in BlackCat Transit Data Management System. Projects created in this platform must provide complete and accurate information. Project justification should provide enough information to describe the need for the project and how the agency is planning the project execution.

Please add additional documentation pertinent to the project in the Project Document section.

All planning projects using Section 5307 need to be coordinated with the MPO and be included in the UPWP by the moment of the application. UPWP should be uploaded with the application before submission.

G-2: Description and Justification for Planning Assistance Funding

Applicants applying for Section 5307 planning assistance should describe (1) the activities to be undertake, (2) identify any contracting opportunities (i.e. consultants or vendors) included in these activities; (3) the benefits of these planning activities; and (4) how the planning work performed under this grant will be coordinated with other MPO Plans.

Please provide justification for funding requests under Project Details when creating the projects.

Part H: Section 5307 Operating Assistance Budget and Justification

Applicants should provide accurate information about the proposed funding request for operating assistance.

Projects will be developed in BlackCat Transit Data Management System. Projects created in this platform must provide complete and accurate information. Project justification should provide enough information to describe the need for the project and how the agency is planning the project execution.

H-2: Third Party Operator (TPO) Budget Disclosure

Applicants who utilize a Third Party Operator (TPO) should indicate this under project details.

H-3: Description and Justification for Operating Assistance Funding

The Applicant should describe the service to be provided (i.e. fixed route, route deviation, etc. with the operating assistance, extent of the service area, hours of service, days of service, etc.) The Applicant should also discuss whether the funding request is to continue existing service or expand service into new areas, or both.

Please add any additional documentation pertinent to the project in the Project Document section.

H-5: Basis of Operating Cost Estimates

In this section, the Applicant should describe the basis of its operating cost estimate (for its own organization and/or TPO in H-1 and H2), such as historical trend analysis, recent procurements of TPO services, analysis of operating efficiencies, etc.

Insert your response here:

The operating cost estimates were based on actual expenses from FY19,-FY21.

H-6: Confirm the Requested Formula Funding (Federal) Amount and 1% Transit Security

Requirement

The Applicant Organization should refer to its completed budget to verify that requested formula fund amount (federal funds) is equal to or less than the formula fund amount shown in Table 1 (page 2 of this application). Additionally, the Applicant Organization should confirm that 1% of the total formula funds requested has been identified for transit security-related items.

Please indicate below the AII and amount designated to cover the safety and security requirement:

Part I: Fixed Asset Inventory

All applicants must submit an accurate inventory of fixed assets purchased with FTA funds. This is a key element of Satisfactory Continuing Control and is good management practice for ensuring that a system has all of the necessary equipment to operate.

GDOT maintains these inventories in a database for all 5307 subrecipients and strives to record acquisitions, disposals, and scrapped assets as they occur. Compliance is performed annually in June of each year and includes the following tasks:

- Record annual mileage,
- Conduct checks of a random selection of fixed asset items,
- Transmit Subrecipient Fixed Asset Reports for verification by transit directors and staff,
- Use the database to adjust and establish new annual Transit Asset Management Plan targets,
- Use the database to evaluate requested capital items in each subrecipient's annual funding application.

Complete the form below certifying that the applicant has reviewed the fixed asset inventory records provided to GDOT and that the information is current and accurate.

The Applicant Organization City of Gainesville, certifies that it has reviewed the inventory records and assets and that the information is current and accurate to the best of their knowledge.

Signature of Authorized Official

Danny Dunagan

Printed Name of Authorized Official

Mayor

Printed Title of Authorized Official

Date

Part J: Public Participation Requirements

To receive a grant under Section 5307, all applicants must meet public participation requirements listed under 49 U.S.C. 5307(b) (1) through (7). FTA Circular 9030.1E further describes public participation requirements in 5307 Programs.

All Applicant Organizations must publish a notice in the local newspaper announcing the intent to apply for Federal funding under Section 5307. The public notice must describe the local Program of Projects (POP); this list should include the same projects the agency is applying for in this application process. The notice affords the public the opportunity to comment or request a public hearing about the proposed project items.

Applicant requirements include:

1. Where Limited English Proficiency exists within the proposed service area, this notice must also be published in that secondary language (i.e.; Spanish, Korean, French, etc.);
2. Any comments/views of citizens or private operators should be considered and if appropriate, the listing of projects should be modified before the final version is made available to the public;
3. The agency must provide a copy of the public notice/tear sheet and affidavit of publication by the local organ submitted with the 5307 "Call for Projects" application to the Georgia Department of Transportation. This document needs to be uploaded to the application page and submitted along with the application.

The Applicant Organization MUST publish the following notice one time in the local government's legal newspaper, and have a 15-day comment period that concludes PRIOR to October 30, 2021. This is required to make private transportation service providers aware of the Applicant's grant application. The original legal ad and notarized publisher's affidavit from the newspaper must be included in your grant application.

Public Notice

Opportunity for Public Hearing for Section 5307 Capital Projects and Operating Assistance for the City of Gainesville (Hall Area Transit) Transit Department under the Federal Transit Administration

Notice is hereby given affording an opportunity for a public hearing for the purpose of coordination of Section 5307 for public transportation services assisted with Federal sources and financial assistance is being sought from the Federal Transit Administration. The proposed project application is for Section 5307 capital assistance and operating assistance for FY2023.

Under Section 5307 a capital request for federal dollars in the amount of 1,697,500, for express purchase of:

List proposed capital requests (i.e.: transit coaches w/wheelchair lifts, training & education, in-ground bus lift, office furniture, fare box & related items, security & surveillance, maintenance tools/equipment, preventative maintenance and other associated capital items).

The capital funding requested will be federal assistance in the amount of 500,000 (80% Federal); State assistance in the amount of 62,500 (10% match); and local assistance 62,500 (10% match).

Operating assistance from the Federal Transit Administration will be in the amount of 1,197,500 (50%) toward the cost of transit operations with 1,197,500 (50% local match).

This proposed project is consistent with the areas Long Range Plan and conforms to joint Metropolitan Planning Regulations issued by FTA and FHWA. No persons, families or businesses will be displaced by this project. This project is in conformance with the comprehensive land use and transportation planning in this area.

The City of Gainesville (Hall Area Transit) is affording an opportunity for interested persons, agencies, private transportation providers, human service organizations or transit operators representing the employment-related transportation needs of welfare recipients and low-income individuals to respond with respect to social, economic, and environmental aspects of the project. A copy of the grant application is available for public inspection in the office of the City of Gainesville (Hall Area Transit) (i.e., Transit Department) at 687 Main St., Gainesville, GA 30501 (address)

Any person interested in a public hearing being held should submit a written request by 11-9-21 (allow 30 days for request) to the City of Gainesville (Hall Area Transit) at 687 Main St., Gainesville, GA 30501 (agency address), to the attention of Phillips h moe (contact name).

City of Gainesville (Hall Area Transit)

Introduction

Pursuant to 49 U.S.C. 5307, the Federal Transit Administration (FTA) apportions Urbanized Area Formula Program funds to urbanized areas (UZAs) and to states for public transportation capital projects and operating assistance. To support the continuation and expansion of public transportation services in the United States. The Georgia Department of Transportation (GDOT) is accepting grant applications for FY2023 under the FTA Section 5307 program.

Table 1 below shows the FY2023 available federal funding amounts for each urbanized area grantee in Georgia. Transit organizations interested in applying for FY2023 Section 5307 funds should develop a grant application consistent with the apportionment amount. The FY2023 Section 5307 grant application also provides Applicant Organizations the opportunity to describe their needs for supplemental funding beyond the apportionment funding levels. Funding of any activities over and above the apportioned amount is contingent upon Section 5307 funds not requested by other urbanized areas in Georgia.

Consistent with FTA rules regarding transfer or apportionments, funds apportioned for urbanized areas that do not have transit systems are redistributed to urbanized areas with transit systems on a formula basis. The formula used by GDOT reassigns supplemental funds based on farebox recovery, revenue vehicle miles, unlinked trips, and trips per capita (as described in GDOT's 5307 Procedures Guide). These factors are weighted equally, and funds are distributed proportionate to the performance of each MPO with a transit agency relative to the others. Any funds transferred from one urbanized area to another will revert to the urbanized area to which FTA originally apportioned the funding if that urbanized area develops a transit system.

Table 1: Federal FY2023 Section 5307 Funds for Small Urbanized Areas in Georgia

Urbanized Area	Apportioned Federal Funding Amount*
Albany	\$1,377,322
Athens-Clarke County	\$3,221,287
Brunswick	\$699,093
Cartersville	\$669,462
Dalton	\$1,124,613
Gainesville	\$1,697,973
Hinesville	\$779,284
Macon	\$2,001,608
Rome	\$1,952,390
Valdosta	\$1,130,084
Warner Robins	\$1,846,673
Total Available	\$16,499,789

***Per FTA Final FY 2021 Apportionments dated December 27, 2020**

FY2023 Section 5307 budgets will be prepared directly in BlackCat. Please do not hesitate to reach

New in FY2023

Transit Asset Management

Two full years under the Georgia Department of Transportation's Group Transit Asset Management (TAM) Plan have concluded. There were improvements in the number of large buses and cutaways that were over the Useful Life Benchmark. GDOT would like to continue this trend and encourage all 5307 agencies, as participants in GDOT's Group TAM Plan to maintain all rolling stock, equipment, and facilities in a state of good repair.

Please review capital assets to identify assets exceeding the useful life benchmark. GDOT will release the application for Small Urban 5339 – Bus and Bus Facility funding following the 5307 application.

Under the 5339 program small urban applicants may request additional funds to ensure all rolling stock, equipment and facilities are maintained in a state of good repair as per the TAM Plan.

Allowable Items for 1% Security Spending Requirement

For FY2023, **it is required that you budget at least 1% of your total request for safety and security upgrades and expansions.** The following items are generally allowed by FTA:

- Lighting (parking lot and bus yard, plus bus stops; note that NEW bus shelters with lighting are not allowed, but retrofitting or adding lighting to existing bus shelters MAY be allowed)
- Fencing
- Perimeter Control – Including proxy card access control and automated gates
- Closed Circuit TV (CCTV)
- Surveillance Technology
- Communication Systems – Including radios and emergency call boxes
- Security Guards (both employees and contracted)

The following are generally not an eligible use for an applicant's 1% Security Spending obligation:

- Automatic Vehicle Locator Systems (AVL)
- Backup Generators
- Automated Passenger Counter Systems
- Paratransit Software (RouteMatch, HBSS, etc.)
- Sidewalks
- New Bus Shelters

Phillippa Lewis Moss

Subject: FW: Emailing: 637667862859245739_12_5307_Public_Participation_Requirements

Phillippa Lewis Moss
Director
Gainesville-Hall Community Service Center

O | 770-503-3340
W | www.gainesville.org/community-service-center

-----Original Message-----

From: Karina Costantini
Sent: Thursday, October 7, 2021 12:36 PM
To: Phillippa Lewis Moss <PMoss@gainesvillega.gov>
Subject: RE: Emailing: 637667862859245739_12_5307_Public_Participation_Requirements

I can't fill out the form.....there is something wrong.....

Here are the numbers:

	Total	Federal State	Local
Capital	625,000	500,000	62,500 62,500 (5 WEGO vehicles @125k each)
Operating	2,395,000	1,197,500	0 1,197,500
Total Request FY23 5307	3,020,000	1,697,500	62,500 1,260,000

KARINA COSTANTINI
Deputy Director
Gainesville-Hall Community Service Center

+1.770.503.3334
www.gainesville.org

430 Prior Street SE
Gainesville, Georgia 30501
770.503.3330

Sport Utility Vehicles

\$1,500! 4WD with 158K original miles, automatic transmission, 3.4L 6-Cylinder. More info at: 6782577821

Trucks

1994 Chevrolet Silverado C1500 LT 5.7L 8 cylinders, Automatic Transmission, 77K Original Miles, \$1,400! Contact: 6787532110

Legals

Construction/Service Bids

Invitation for Bidder's Pre-Qualification
GILLSVILLE HIGHWAY PUMP STATION, FORCE MAIN AND GRAVITY SEWERS PROJECT
CITY OF GAINESVILLE, GEORGIA

The City of Gainesville is requesting pre-qualification of bidders for the Gillsville Highway Pump Station, Force Main and Gravity Sewers Project. The Project consists of the following major elements: construction of a wet pit/dry pit wastewater regional pump station, the installation of approximately 7,160 L.F. of force main and approximately 9,420 L.F. of gravity sewer and the demolition of the existing pump station. Pre-qualification of Bidders is required for this Project. A copy of the application and qualification requirements can be obtained via email from the project manager at rsimmons@gainesvillega.gov. Completed pre-qualification applications for bidding will be received at the office of the Department of Water

Resources Engineering and Construction Services Division, Attn: Robert Simmons, 1

Floor, 757 Queen City Parkway, Gainesville, GA 30501 until 5:00 p.m. local time on Friday, November 5, 2021. All applicants submitting pre-qualification documentation will be notified of their status by Friday, November 12, 2021. 100907 10/9,16,23

Public Hearings

Public Notice
Opportunity for Public Hearing for Section 5307 Capital Projects and Operating Assistance for the City of Gainesville (Hall Area Transit)

Transit Department under the Federal Transit Administration Notice is hereby given affording an opportunity for a public hearing for the purpose of coordination of Section 5307 for public transportation services assisted with Federal sources and financial assistance is being sought from the Federal Transit Administration. The proposed project application is for Section 5307 capital assistance and operating assistance for FY2023.

Under Section 5307 a capital request for federal dollars in the amount of 1,697,500, for express purchase of: List proposed capital requests (i.e.: transit coaches w/ wheelchair lifts, training & education, in-ground bus lift, office furniture, fare box & related items, security & surveillance, maintenance tools/equipment, preventative maintenance and other associated capital items). The capital funding requested will be federal assistance in the amount of 500,000 (80% Federal);

State assistance in the amount of 62,500 (10% match); and local assistance 62,500 (10% match).

Operating assistance from the Federal Transit Administration will be in the amount of 1,197,500 (50%) toward the cost of transit operations with 1,197,500 (50% local match).

This proposed project is consistent with the areas Long Range Plan and conforms to joint Metropolitan Planning Regulations issued by FTA and FHWA. No persons, families or businesses will be displaced by this project. This project is in conformance with the comprehensive land use and transportation planning in this area.

The City of Gainesville (Hall Area Transit) is affording an opportunity for interested persons, agencies, private transportation providers, human service organizations or transit operators representing the employment-related transportation needs of welfare recipients and low-income individuals to respond with respect to social, economic, and environmental aspects of the project. A copy of the grant application is available for public inspection in the office of the City of Gainesville (Hall Area Transit) (i.e., Transit Department) at 687 Main St Gainesville GA 30501 (address).

Any person interested in a public hearing being held should submit a written request by 11-9-21 (allow 30 days for request) to the City of Gainesville (Hall Area Transit) at 687 Main St Gainesville GA 30501 (agency address), to the attention of Phillippa Moss (contact name). City of Gainesville (Hall Area Transit)

Part K: Certification of No Intent to Charter Service

The Applicant Organization must provide the certification shown below and include the signature of the Authorized Official.

The Applicant Organization City of Gainesville, certifies that it does not intend to and will not provide charter service with Federal Transit Administration funded equipment and facilities or provide any exclusive service during the operating period of this application.

The Applicant also certifies that conveyance of government officials shall not exceed 80 hours in a given year and such services must also be reported to the Federal Transit Administration.

Signature of Authorized Official

Danny Dunagan

Printed Name of Authorized Official

Mayor

Printed Title of Authorized Official

Date

Applicant Organizations that are current Section 5307 funding recipients must complete the following certification. New (or first time) Applicant Organizations may not sign this certification until their program has been approved by GDOT.

_____ and its contractors, as required, for the Section 5307 Program, has established and implemented an alcohol misuse prevention program and anti-drug abuse program in accordance with the terms of 49 CFR Part 40 and Part 655. I further certify that the employee training conducted under this part meets the requirements of 49 CFR, Part 40 and Part 655.

Date _____

Part M: Drug-Free Workplace Certification for Public and Private Entities

Applicant Organizations must complete the following certification and include the signature of the Authorized Official.

The City of Gainesville certifies that it will provide a drug-free workplace as specified in U.S. Department of Transportation's (DOT) rule, 49 CFR Part 40 and 655, which describes required procedures for conducting workplace drug and alcohol testing for FTA programs, including:

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B) Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Applicant's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- B) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (A);
- C) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant or cooperative agreement, the employee will abide by the terms of the statement; and 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;
- D) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (D) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant or cooperative agreement;
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D), with respect to any employee who is so convicted:

- 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
 - 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; and
- 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).

The Applicant's headquarters are located at the following address:

Name of Applicant Organization: City of Gainesville

Name of Authorized Official: Danny Dunagan, Mayor

Address:

Signature of Authorized Official

Danny Dunagan

Printed Name of Authorized Official

Mayor

Printed Title of Authorized Official

Date

NOT
Applicable

Part N: Certification of Equivalent Access for Persons with Disabilities

Applicant Organization is required to sign this certification only if the organization is requesting the purchase of a vehicle without disability access features (i.e. wheelchair lift) as required in 49 CFR Part 38).

☐ _____ certifies that all our vehicles are purchased with disability access features.

Fill out the form below if the agency is requesting the purchase of vehicles without disability features.

I hereby certify that when viewed in its entirety, the demand-responsive transportation program of _____ provides disabled persons with access equal to that afforded to any other persons in terms of the following criteria:

- Response time,
- Fares (demand response system cannot charge higher fare for wheelchair boarding),
- Geographic area of service,
- Hours and days of service,
- Restrictions based on trip purpose,
- Availability of information and reservations capabilities, and
- Constraints on capacity or service availability.

Public Demand Response Agencies: In accordance with 49 CFR 37.77, public funded entities operating demand responsive systems for the general public which receive financial assistance under Section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Public entities receiving FTA funds under any other section of the FTA Act must file the certification with the appropriate FTA regional office.

Certified this _____ day of _____, 2021

Signature of Authorized Official

Printed Name of Authorized Official

Printed Title of Authorized Official

Date

Part O: FTA Civil Rights Assurance

Applicant Organization must complete the following certification and include the signature of the Authorized Official.

The City of Gainesville hereby certifies that, as a condition of receiving Federal financial assistance under the Federal Transit Act, the organization will ensure that:

No person on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit related benefits.

The City of Gainesville will compile, maintain, and submit in a timely manner Title VI information required by FTA Circular 4702.1B and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.7(a).

The City of Gainesville will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The Applicant/Recipient assures that it will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, religion, sex, disability, or age:

- Federal transit laws, specifically 49 U.S.C. 5332, as amended by MAP-21 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity),
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
- The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq.,
- The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq.,
- U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21.7(a),
- U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,

As required by 49 CFR 21.7:

- It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing, with 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR Part 21 in the manner it conducts each Project, undertakes property acquisitions, and operates its Project facilities, including: its entire facilities and its facilities operated in connection with its Project. This assurance applies to your Applicant/Recipient's entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
- It will promptly take the necessary actions to carry out this assurance, including: notifying the public that discrimination complaints about transportation-related services or benefits may be

filed with U.S. DOT or FTA, and submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,

- If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination: (1) while the property is used for the purpose that the Federal funding is extended, and (2) while the property is used for another purpose involving the provision of similar services or benefits,
- It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with Title VI of the Civil Rights Act, 42 U.S.C. 2000d, U.S. DOT regulations, 49 CFR part 21, and Federal transit laws, 49 U.S.C. 5332, as amended by MAP-21,
- It will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
- It will extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including: (1) Any Subrecipient, (2) Any Transferee, (3) Any Third Party Contractor or Subcontractor at any tier, (4) Any Successor in Interest, (5) Any Lessee, or (6) Any other Third Party Participant in its Project,
- It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including: (1) Each sub agreement, (2) Each property transfer agreement, (3) Each third party contract or subcontract at any tier, (4) Each lease, or (5) Each participation agreement, and

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(iii), as amended by MAP-21, the Applicant/Recipient assures that:

1. It will comply with the following prohibitions against discrimination on the basis of disability, which are a condition of approval or extension of any FTA funding awarded to: (1) Construct any facility, (2) Obtain any rolling stock or other equipment, (3) Undertake studies, (4) Conduct research, or (5) Participate in or obtain any benefit from any FTA administered program, and
2. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be: (1) Excluded from participation, (2) Denied benefits, or (3) Otherwise subjected to discrimination.

The United States has a right to seek judicial enforcement of any matter arising under Title VI of the Civil Rights Act, 42 U.S.C. 2000d, U.S. DOT regulations, 49 CFR Part 21, and this assurance.

The assurances made will remain in effect as long as: (1) Federal funding is extended to your Project, (2) Project property is used for a purpose for which the Federal funding is extended, (3) Project property is used for a purpose involving the provision of similar services or benefits, or (4) Ownership or possession is retained of its Project property.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

Signature of Authorized Official

Danny Dunagan

Printed Name of Authorized Official

Mayor

Printed Title of Authorized Official

Date

Part P: Debarment and Suspension

If the Applicant Organization is requesting funding exceeding \$25,000, the Applicant must provide the following certification, including the signature of the Authorized Official.

U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180, permit certifications to assure the Applicant/Recipient acknowledges that:

The Applicant/Recipient certifies to the best of its knowledge and belief that, it, its principals, and first tier sub-recipients:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or disqualified.
- b. Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of 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 any Federal or State antitrust statute, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, 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 listed in the preceding Section 'a' of this certification.
- d. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this certification.
- e. Will promptly provide any information to the FTA if at a later time any information contradicts the statements of subparagraphs above, and
- f. Will treat each lower tier contract or lower tier subcontract under the Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it equals or exceeds \$25,000, is for audit services, or requires the consent of a Federal official.
- g. Will require that each covered lower tier contractor and subcontractor comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 1200, and assure that each lower tier participant in the Project is not presently declared by any Federal department or agency to be:
 - Debarred from participation in the federally funded project,
 - Suspended from participation in the federally funded project,
 - Proposed for debarment from participation in the federally funded project,
 - Declared ineligible to participate in the federally funded project,
 - Voluntarily excluded from participation in the federally funded project, or
 - Disqualified from participation in the federally funded Project.

The Applicant/Recipient will promptly provide a written explanation to GDOT if it or any of its principals, including any of its first tier sub-recipients or lower tier participants, is unable to certify to the preceding statements in this certification.

Signature of Authorized Official

Danny Dunagan

Printed Name of Authorized Official

Mayor

Printed Title of Authorized Official

Date

Part Q: Disadvantaged Business Enterprise (DBE) Semi-Annual Reporting

The Applicant Organization must complete the following certification that it will provide the required semi-annual DBE reports to GDOT on May 1st and November 1st of each year.

The Applicant, City of Gainesville will provide the required FTA Semi-Annual Disadvantaged Business Enterprise (DBE) Program Report, referred to as the Uniform Report of DBE Commitments/Award and Payments is a requirement of 49 CFR Part 26. The semi-annual DBE report is a spreadsheet that captures a detailed breakdown of DBE participation in the Georgia Department of Transportation's DBE program.

Signature of Authorized Official

Danny Dunagan

Printed Name of Authorized Official

Mayor

Printed Title of Authorized Official

Date

Part R: Lobbying Restrictions

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federally 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 agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federally 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Danny Dunagan, Mayor

Name and Title of Subrecipient's Authorized Official

Signature of Subrecipient's Authorized Official

Date

Part S: FTA Certifications and Assurances

As part of this grant application package, all applicants must attach a signed copy of the most recent available FTA Certifications and Assurances (FY 2021) included as the following two pages.

The full FTA FY 2021 Certifications and Assurances document is available at :
<https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-01/FY21-certifications.pdf>

- The FTA FY 2021 Certifications and Assurances sheet listing all of the relevant documents should be marked with a check mark (✓) showing that ALL categories numbered 01 through 18 are being certified by your organization, or indicate which of the categories are applicable.
- Original signatures must be placed on the FTA Fiscal Year 2021 Certifications and Assurances page which includes the “Affirmation of Applicant” and “Affirmation of the Applicant’s Attorney”.

**FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

Name of Applicant: City of Gainesville (for Hall Area Transit)

The Applicant agrees to comply with applicable provisions of Categories 01 – 21. ☒

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category Description

- | | | |
|-----|---|--------------------------|
| 1. | Certifications and Assurances Required of Every Applicant | ☐ |
| 2. | Public Transportation Agency Safety Plans | ☐ |
| 3. | Tax Liability and Felony Convictions | ☐ |
| 4. | Lobbying | ☐ |
| 5. | Private Sector Protections | ☐ |
| 6. | Transit Asset Management Plan | ☐ |
| 7. | Rolling Stock Buy America Reviews and Bus Testing | ☐ |
| 8. | Urbanized Area Formula Grants Program | ☐ |
| 9. | Formula Grants for Rural Areas | ☐ |
| 10. | Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | ☐ |
| 11. | Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs | ☐ |
| 12. | Enhanced Mobility of Seniors and Individuals with Disabilities Programs | ☐ |
| 13. | State of Good Repair Grants | ☐ |
| 14. | Infrastructure Finance Programs | ☐ |
| 15. | Alcohol and Controlled Substances Testing | ☐ |
| 16. | Rail Safety Training and Oversight | ☐ |
| 17. | Demand Responsive Service | ☐ |
| 18. | Interest and Financing Costs | ☐ |
| 19. | Construction Hiring Preferences | ☐ |
| 20. | Cybersecurity certification for Rail Rolling Stock and Operations | ☐ |
| 21. | Tribal Transit Programs | ☐ |

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA in FY 2022)

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Gainesville (for Hall Area Transit)

Name and Relationship of the Authorized Representative: Mayor, City of Gainesville

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2023, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2023.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Danny Dunagan

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For: City of Gainesville (for Hall Area Transit)

Name of Applicant

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Abbott S. Hayes, Jr.

Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Part T: SAM Certification

GDOT subrecipients must verify they are current within the Federal government's System for Awards Management (SAM) before a contract can be extended. More information can be found on the SAM website: <https://www.sam.gov/SAM/pages/public/index.jsf>

Please attach a copy of the Applicant Organization's SAM certification when submitting the application package.

See
attachment

Phillippa Lewis Moss

From: Karina Costantini
Sent: Tuesday, October 12, 2021 2:43 PM
To: Phillippa Lewis Moss
Subject: City of Gainesville - SAM registration

Sort by
Relevance

Showing 1 - 1 of 1 results

GAINESVILLE, CITY OF (INC) ● Active

Entit

DUNS Unique Entity ID
075926923

CAGE Code
56FT9

Physical Address
300 HENRY WARD WAY SE,
GAINESVILLE, GA 30501 USA

Expiration
Dec 28, 20
Purpose c
All Award

SAM Unique Entity ID
JTMEU6ARD3S5

Results per page

< 1 of 1 >

25 ▼

KARINA COSTANTINI
Deputy Director
Gainesville-Hall Community Service Center



+1.770.503.3334
www.gainesville.org

430 Prior Street SE
Gainesville, Georgia 30501
770.503.3330

Not
Applicable

Part U: Financial Certifications

The GDOT Transit Department has recently finalized our Financial Management Policy requirements and has held multiple trainings on this subject so that our subrecipients understand and abide by the federal requirements of 2 CRR Part 200.

Please complete the following Financial Certification if you will be charging any indirect costs to your transit project.

Please only complete the certification for the type of entity making application i.e. "governmental or private-nonprofit".

If you have an approved De minimis Cost Allocation Plan, please include a full copy of that plan in your application

If you wish to charge indirect costs using the simplified method, please complete the "GDOT Modified Total Direct Cost Certification"

If GDOT is your cognizant agency, you may choose to use the Modified Total Direct Cost Plan which is a simplified method for determining your indirect cost basis.

Date Submitted: 10/28/2021
Presenter: Angela Sheppard
Item of Business: Business Resolution 2021-49
Authorization to Execute Donation Agreement for the Highlands to Islands Trail
Meeting Date: 11/2/2021

Purpose of Request:

To accept a donation from Pilgrim's Pride Hometown Strong in the amount of \$785,000 to be used for construction of the Highlands to Islands Trail.

History/Background:

Facts & Issues for Consideration:

Amber Fry with Pilgrim's Pride will be in attendance at the meeting to represent Pilgrim's.

Department Recommendation:

Approve the resolution.

Department Director:

Bryan Lackey

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

Amount Requested:

785,000

Source of Funds:

Pilgrim's Hometown Strong Initiative

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2021-49 Authorization to Execute Donation Agreement	Resolution
☐ Donation Agreement	Contract/Agreement/MOU
☐ Exhibit A-1	Attachments/Exhibits

RESOLUTION PR-2021-49

**AUTHORIZATION TO EXECUTE DONATION AGREEMENT
FOR THE HIGHLANDS TO ISLANDS TRAIL**

WHEREAS, Pilgrim's Pride Corporation created a Hometown Strong program to invest in community projects that have a lasting impact and align with community initiatives; and

WHEREAS, Pilgrim's Pride has selected the City of Gainesville to receive a donation of \$785,000 from the Hometown Strong Program for the Highlands to Islands Trail; and

WHEREAS, this donation will be used to construct the Gainesville Connector of the Highlands to Islands Trail, including a bridge crossing; and

WHEREAS, the terms of the donation are outlined in the Donation Agreement, which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the acceptance of said donation from Pilgrim's Pride Corporation Hometown Strong program and authorizes the City Manager and City Attorney to execute a document in substantially the same form as the attached Donation Agreement.

Adopted this _____ **day of** _____, **2021.**

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

DONATION AGREEMENT

1. PARTIES. This Donation Agreement (the "Agreement") is made and entered into this _____ day of _____, 2021, by and between the City of Gainesville, Georgia, located at P.O. Box 2496, Gainesville, GA 30503 ("Donee") and Pilgrim's Pride Corporation, a Delaware corporation located at 1770 Promontory Circle, Greeley, Colorado ("Donor") (each a "Party," collectively, the "Parties").

2. RECITALS AND PURPOSE.

- 2.1.** The Donor commits to provide the Donee with the Donation Funds set forth in **Exhibit A** for sole purpose set forth in **Exhibit A**; and
- 2.2.** The Donee, in recognition of Donor's commitment, wishes to provide Donor with the Benefits set forth in **Exhibit B**.

Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree to the terms and conditions set forth in the following paragraphs.

- 3. FUNDS.** The Donor agrees to disburse to the Donee those funds indicated on the attached **Exhibit A** ("Donation Funds" or "Gift") in accordance with the Fund Disbursement Schedule set forth therein. The Donation Funds shall be used for the sole purpose(s) set forth in **Exhibit A**.
- 4. RECOGNITION.** In recognition of the Donor's commitment set forth in Section 3 of this Agreement, Donee shall provide Donor's with the Benefits ("Benefits") set forth in **Exhibit B**.
- 5. RECEIPT.** Within five (5) business days of receiving the Donation Funds or Gift (of the first installment thereof) listed in **Exhibit A** the Donee shall provide the Donor with a receipt. The receipt must be written on the official letterhead of the Donee and contain the following information: a) the name of the Donee as listed in Section 1 of this Agreement, b) the date the Donation Funds or Gift (or the first installment thereof) was given, c) the amount of the Donation Funds received by Donee, as set forth in **Exhibit A**, d) a description of any non-monetary Gift set forth in **Exhibit A**, and e) either a statement that no goods or services were provided by the Donee in exchange for the Donation Funds or the Gift, or description and good faith estimate (no estimate is need for naming rights) of the value of goods or services set forth in **Exhibit B**.
- 6. DONEE TAX STATUS.** The Donee is either a) state, a possession of the United States, or any of their political subdivisions, the United States, or the District of Columbia, or b) a corporation, trust, fund, or foundation organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Parties desire that the Gift made by this Agreement to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, and any other applicable laws governing charitable donations.
- 7. LICENSE.** The Donor grants to the Donee a nonexclusive, non-transferable, non-sublicensable license to use certain "Donor Trademarks" owned by the Donor solely in connection with this Agreement. "Donor Trademarks" shall mean solely the Donor trade names, marks and logos specified in **Exhibit C** hereto; provided, however, that the Donor in its sole discretion from time to time, may change the appearance and/or style of the Donor Trademarks or add or subtract from the list in **Exhibit C**, provided that, unless required earlier by a court order or to avoid potential infringement liability, Donee shall have 30 days' notice to implement any such changes at Donor's

cost, as set forth in Exhibit B. Donee hereby acknowledges and agrees that, (i) the Donor has represented to Donee that the Donor Trademarks are owned solely and exclusively by the Donor, (ii) except as set forth herein, the Donee has no rights, title or interest in or to the Donor Trademarks and (iii) all use of the Donor Trademarks by the Donee shall inure to the benefit of the Donor. Donee agrees not to apply for registration of the Donor Trademarks (or any mark confusingly similar thereto) anywhere in the world. Notwithstanding the foregoing, any use of the Donor Trademarks pursuant to this license shall require the prior consent of the Donor.

7.1. Ownership. Donee acknowledges and agrees that the presentation and image of the Donor Trademarks should be uniform and consistent with respect to all services, activities and products associated with the Donor Trademarks. Accordingly, Donee agrees to use the Donor Trademarks solely in the manner that the Donor shall specify from time to time in the Donor's sole discretion. All usage by Donee of the Donor Trademarks shall include the appropriate trademark symbol. No use of the Donor Trademarks shall be permitted without the prior consent of the Donor.

8. TERMINATION. Donor may immediately terminate this Agreement with no further liability to Donee if Donee at any time breaches its obligations under this Agreement, and Donee does not cure such failure within thirty (30) days after receipt of written notice from the Donor.

9. RELATIONSHIP. Notwithstanding any provision to the contrary in this Donation Agreement, the Parties agree that their relationship with respect to the Gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such Gift. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

10. LIMITATION OF LIABILITY. Neither Party shall be liable to the other or any third party for any consequential, indirect, incidental, special, or punitive damages. The aggregate liability of each Party under this agreement shall be one-thousand dollars (\$1,000).

11. FORCE MAJEURE. Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Party's ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, pandemic, or the ability of Donor to provide the Gift is impacted by any of the foregoing ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the Party claiming the Force Majeure Event shall promptly notify the other Party in writing of such event. Notwithstanding the foregoing, in the event of a Force Majeure Event, each Party agrees to make a good faith effort to perform its obligations hereunder.

12. ASSIGNMENT. The provisions of this Agreement will be binding on the Parties' successors and assigns. Upon notice to the other party, either party may assign this Agreement in whole or in part to any affiliate or subsidiary, or any party acquiring substantially all of the stock or assets of that party. Any other assignment shall require the prior written consent of the other party. Such consent not to be unreasonably withheld.

13. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at

the address set forth in Section 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

- 14. EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.
- 15. PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 16. ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
- 17. INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
- 18. WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- 19. GOVERNING LAW.** The construction and interpretation of this Agreement and any disputes arising hereunder (whether for breach of contract, tortious conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving reference to its conflict of laws principles. In the event any suit, action or proceeding is brought by either party with respect to this Agreement or the matters contemplated herein, such action, suit or proceeding shall be brought in the superior courts located in Hall County, Georgia and both Parties hereby accept, consent and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.
- 20. SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.
- 21. AUTHORITY.** The Donee represents that it has full power and authority to execute this Agreement and to carry out the transactions contemplated hereby, and that all corporate action on the part of the Donee, its officers, directors and shareholders and all consents, approvals, orders, authorizations or filings with any federal or state governmental agency necessary for the authorization, execution, delivery and performance of this Agreement by the Donee and the consummation of the transactions contemplated herein by the Donee has been taken or obtained, and that this Agreement constitutes the legal, valid and binding obligation of such entity.
- 22. ELECTRONIC SIGNATURE & COPIES.** electronic signatures shall constitute original signatures for all purposes of this Agreement. Any and all electronic copies of the Agreement shall be treated as an original version.
- 23. PUBLICITY.** Neither party shall publish any press release, make any other public announcement, communicate with any third party, or otherwise publish any statement(s) (each a "Disclosure") concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party. If any Party wishes to make a Disclosure with respect to this Agreement or the contemplated transactions, such Party will provide the other with a draft of the

Disclosure for review at least ten (10) business days prior to the time that such Disclosure is to be made. The Parties will attempt in good faith to expeditiously reach agreement on such Disclosure and the contents thereof. All draft Disclosures requiring written consent by Donor shall be sent solely to Nikki.Richardson@jbssa.com.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

Donor:

Pilgrim's Pride Corporation

By: _____

Name: _____ Chris Gaddis _____

Title: _____

APPROVED AS TO FORM

CITY OF GAINESVILLE

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By: _____
Bryan Lackey
City Manager

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

EXHIBIT A

Donation Fund Amount: \$785,000

Fund Disbursement Schedule: Upon completion of all documents necessary to show the plans for the construction of the Gainesville Connector of the Highlands to Islands Trail, as more specifically shown on Exhibit A-1.

Sole Purpose of the Funds: Construction of the Gainesville Connector of the Highlands to Islands Trail, including a bridge crossing, as more specifically shown on Exhibit A-1.

Non-monetary Gift (if applicable): N/A

EXHIBIT B

Benefits: Donee shall grant Donor life-long naming rights of the Gainesville Connector of the H2i Trail, as more specifically shown on Exhibit A-1 of this Agreement. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit "C" of this Agreement and subsequently used in or on the Gainesville Connector of the H2i Trail, Donee shall work with Donor, at Donor's cost, to effectuate such change. Additionally, construction will include a connector from Donor's Gainesville facility to the trail, as more specifically shown on Exhibit A-1 of this Agreement.

EXHIBIT C

Donor Trademarks:



Pilgrim's Pride Corporation

Pilgrim's



Date Submitted: 10/28/2021

Presenter: Abb Hayes

Item of Business: Business Resolution 2021-50
Intergovernmental Agreement with Gainesville and Hall County Development Authority for Real Property in Gainesville Industrial Park West

Meeting Date: 11/2/2021

Purpose of Request:

The purpose of this resolution is to enter into an intergovernmental agreement to transfer approximately 2.97 acres of city owned park property to the Hall County Development Authority for disposal in accordance with the Purchase and Sale Agreement (PSA).

History/Background:

Facts & Issues for Consideration:

The provisions of the Intergovernmental Agreement include but are not limited to

- A. Upon no less than seven (7) days' notice from the Authority of the scheduled closing of the Park Property, in accordance with the PSA, Gainesville shall execute and record, at its cost and expense, such documents as are necessary to convey the Park Property to the Authority.
- B. After conveyance of the Park Property by Gainesville to the Authority, the Authority shall sell the Park Property for no less than \$89,000.00, in accordance with the PSA.
- C. Gainesville will execute any other documents which may become reasonably necessary to effectuate the transactions contemplated hereby, including but not limited to the conveyance of the Park Property from the Authority to any transferee.
- D. Upon the sale of the Park Property, the net proceeds of such sale, after deduction of reasonable and customary closing costs and any reasonable costs and expenses incurred by the Authority in connection therewith, shall be paid to Gainesville.
- E. In the event that the closing contemplated in the PSA does not occur within 90 days after the conveyance of the Property from Gainesville to the Authority, then the Authority agrees to convey the Park Property to Gainesville, without further action on the part of the Authority or of Gainesville, at which time Gainesville may take such action regarding the Park Property as Gainesville deems prudent.

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
▣ BR-2021-50 Intergovernmental Agreement with Hall County Development Authority for Real Property in Gainesville Industrial Park West	Resolution
▣ Intergovernmental Agreement with Hall County Development Authority for Real Property in Gainesville Industrial Park West (Tamarack)	Contract/Agreement/MOU

RESOLUTION BR-2021-50

**INTERGOVERNMENTAL AGREEMENT WITH HALL COUNTY DEVELOPMENT
AUTHORITY FOR REAL PROPERTY IN GAINESVILLE INDUSTRIAL PARK WEST**

WHEREAS, the City of Gainesville (“Gainesville”) owns real property located in the Gainesville Industrial Park West, which real property is more particularly described as that approximately 2.97-acre tract of land shown in the attached Agreement of Purchase and Sale attached hereto and incorporated herein (said real property hereinafter called “the Park Property” and said Agreement hereinafter called “the PSA”); and

WHEREAS, Gainesville finds the Park Property to be excess property suitable for development; and

WHEREAS, pursuant to the Development Authorities Law, O.C.G.A. § 36-62-1, et seq, Gainesville has the power to dispose of the Park Property for development purposes, in cooperation with the Gainesville and Hall County Development Authority (“Authority”); and

WHEREAS, pursuant to the Development Authorities Law, the Authority has the power to dispose of the Park Property for development purposes; and

WHEREAS, Gainesville and the Authority desire to enter into the Intergovernmental Agreement, attached hereto and incorporated herein, to provide for the conveyance of the Park Property from Gainesville to the Authority, and to enable the Authority to dispose of the Park Property, as more particularly set forth in the PSA.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to execute the Intergovernmental Agreement by and between Gainesville and the Authority for the Park Property and any other documents necessary to effectuate the provisions of the Intergovernmental Agreement and the transfer of the Park Property.

Adopted this _____ day of _____, 2021.

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

ASH/ois/15100/11401/W258138

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CITY OF GAINESVILLE, GEORGIA AND GAINESVILLE AND HALL COUNTY
DEVELOPMENT AUTHORITY FOR REAL PROPERTY IN GAINESVILLE
INDUSTRIAL PARK WEST**

This Agreement is made and entered into as of the ____ day of _____, 2021, by and between the City of Gainesville, Georgia, (hereinafter called "Gainesville") and the Gainesville and Hall County Development Authority (hereinafter called "the Authority") for the purpose of conveyance, marketing, and sale of real property located in Gainesville Industrial Park West, and for use of the proceeds of the same.

WHEREAS, Gainesville owns real property located in Gainesville Industrial Park West, which real property is more particularly described as that approximately 2.97-acre tract of land shown in the attached Agreement of Purchase and Sale attached hereto and incorporated herein (said real property hereinafter called "the Park Property" and said Agreement hereinafter called "the PSA");

WHEREAS, Gainesville finds the Park Property to be excess property suitable for development;

WHEREAS, pursuant to the Development Authorities Law, O.C.G.A. § 36-62-1, et seq, Gainesville has the power to dispose of the Park Property for development purposes, in cooperation with the Authority;

WHEREAS, pursuant to the Development Authorities Law, the Authority has the power to dispose of the Park Property for development purposes; and

WHEREAS, Gainesville and the Authority desire to enter into an agreement to provide for the conveyance of the Park Property from Gainesville to the Authority, and to enable the Authority to dispose of the Park Property for development purposes

NOW THEREFORE, Gainesville and the Authority agree to the following:

- A. Upon no less than seven (7) days' notice from the Authority of the scheduled closing of the Park Property, in accordance with the PSA, Gainesville shall execute and record, at its cost and expense, such documents as are necessary to convey the Park Property to the Authority.
- B. After conveyance of the Park Property by Gainesville to the Authority, the Authority shall sell the Park Property for no less than \$89,000.00, in accordance with the PSA.
- C. Gainesville will execute any other documents which may become reasonably necessary to effectuate the transactions contemplated hereby, including but not limited to the conveyance of the Park Property from the Authority to any transferee.
- D. Upon the sale of the Park Property, the net proceeds of such sale, after deduction of reasonable and customary closing costs and any reasonable costs and expenses incurred by the Authority in connection therewith, shall be paid to Gainesville.

- E. In the event that the closing contemplated in the PSA does not occur within 90 days after the conveyance of the Property from Gainesville to the Authority, then the Authority agrees to convey the Park Property to Gainesville, without further action on the part of the Authority or of Gainesville, at which time Gainesville may take such action regarding the Park Property as Gainesville deems prudent.
- F. All notices under this Agreement shall be in writing and shall be deemed to have been given by delivering it to person or by certified mail:

As to the Authority:

Gainesville and Hall County Development Authority
Attn: Tread Syfan, Secretary
Stewart, Melvin & Frost, LLP
P.O. Box 3280
Gainesville, GA 30503

As to Gainesville

City of Gainesville
Attn: City Manager
300 Henry Ward Way
Suite 303
Gainesville, GA 30501

- G. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.
- H. This Agreement contains the sole and entire agreement of the parties with respect to the subject matter contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the parties and not incorporated herein shall be of any force of effect. Any amendment to this Agreement shall be in writing and executed by the parties.
- I. This Agreement may not be assigned or transferred by either party without the written consent of the other party. The provisions of this Agreement shall inure to the benefit or and be binding upon the parties hereto and the respective success and assigns.
- J. Time is of the essence with respect to this Agreement.
- K. This Agreement and all amendments hereto shall be governed and construed under the laws of the State of Georgia.
- L. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

M. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have set their hand and seal as of the day and year first above written.

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By: _____
Chairperson

ATTEST: _____
Secretary

CITY OF GAINESVILLE

By: _____
C. Danny Dunagan, Jr., Mayor

ATTEST: _____
Denise O. Jordan, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City of Gainesville Attorney

ASH/OIS/15100/11401/W258139