

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, October 12, 2020

6:30 PM

Teleconference

<https://zoom.us/j/98765502331>

Special Called Meeting

*Mayor Craig Newton
Mayor Pro Tem Josh Bare
Councilmember Andrew Hixson
Councilmember Elaine Puckett
Councilmember Matt Myers
Councilmember Bruce Gaynor*

- A. **Call to Order by Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. **Roll Call (recorded)**
- C. **Comments by Citizens**
- PH. **Public Hearings**
- E. **Items for Discussion**
 - 1. [20-5891](#) **City Manager Appointment and Agreement Approval**
[City Manager Employment Agreement Final](#)
 - 2. [20-5892](#) **Ratification of Cares Act Agreement with Gwinnett County**
A subrecipient agreement by and between Gwinnett County and the City of Norcross for grant funds pass-through from United States Department of Treasury Coronavirus relief funds.
[CARES Act Subrecipient Agreement - Coronavirus Relief Funds](#)
 - 3. [20-5893](#) **BCA Vetting and Interview Process**
[Memo - BCA Vetting and Interview Process](#)
- F. **Adjourn to Executive Session Legal Personnel, and Real Estate**
- G. **Signed by _____ Mayor Craig Newton**
- H. **Attest _____ Monique Lang, City Clerk**



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	20-5891	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	9/25/2020	In Control:	Special Called Meeting
On Agenda:	10/12/2020 6:30 PM	Status:	Reviewed
Title:	City Manager Appointment and Agreement Approval		

Sponsors:

Code Sections:

Attachments:

1. [City Manager Employment Agreement Final](#)

Title
City Manager Appointment and Agreement Approval

A motion to approve the appointment of Eric Johnson as the City Manager of Norcross, and to approve the attached employment agreement as presented.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and entered into this 12th day of October, 2020, by and between the City of Norcross, GA, a municipal corporation, hereinafter referred to as "Employer," or the "City," a part of the first part, and Eric R. Johnson, Employee, as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said Eric Johnson as City Manager of the City of Norcross, as provided by the charter; and

WHEREAS it is the desire of the governing board, hereinafter called "Mayor and Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Manager of said City of Norcross and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ said Eric Johnson as City Manager of said Employer to perform the functions and duties specified in said City of Norcross' Charter and by said City of Norcross' Code of Ordinances and to perform other legally permissible and proper duties and functions as the Mayor and Council shall from time to time assign.

The terms of this Agreement shall be from October 12, 2020 through October 31, 2023.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Mayor and Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 2, paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provision set forth in Section 3 of this Agreement.

Section 2: Termination and Entitlement to Severance Pay

A. Termination for Convenience by Mayor and Council.

1. In the event the Employee is terminated by the Mayor and Council during such time that the Employee is willing and able to perform his duties under this Agreement and the Employee is not terminated for cause as is more specifically set forth in Section 2.B., then the Employee is entitled to Severance Pay, as that term is defined below.

2. For the purposes of this Agreement, "Severance Pay" means six (6) months' salary at the rate of pay earned at the time of termination. Severance Pay earned in accordance with the provisions of this section shall be in addition to any other accrued or guaranteed benefits to which the Employee may be entitled under the personnel policies of the City or the laws of the State of Georgia or the United States of America; however, the Employee shall not gain or accrue any additional benefits as a result of the Severance Pay provided to the Employee.

3. Severance Pay shall be paid in a lump sum within 10 business days of the official termination date.

4. The Employee shall be entitled to Severance Pay should he resign following a request by a majority of the Mayor and Council that a resignation be tendered in lieu of termination or at the end of the term of the Agreement and the Mayor and Council exercises its right to not continue Employee's Agreement for a reason other than a reason set forth in Section 2.B. below.

5. The Employee shall be entitled to Severance Pay if the position of City Administrator, City Manager, or other position to which Employee has been hired is eliminated.

B. Termination for Cause by Mayor and Council.

1. The employee shall not be entitled to Severance Pay if he is terminated by the Mayor and Council for conviction of a felony offense or a misdemeanor offense of moral turpitude, as determined by a court of competent jurisdiction, or for professional misconduct, as defined below.
2. For purposes of this article, the term "professional misconduct" shall include but not be limited to the following offenses:
 - i. Willful disregard of a lawful express directive of the Mayor and Council;
 - ii. Refusal to obey reasonable and lawful orders of the Mayor and Council;
 - iii. Willful neglect of duties;
 - iv. Inappropriate or illegal harassment of City employees;

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 Employment Agreement
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- v. Violation of the City Code of Ethics, as it now exists or may hereinafter be amended;
- vi. Actions involving fraud or dishonesty. Voluntary Termination for the Convenience of Employee – The Employee shall not be entitled to any Severance Pay if the Employee voluntarily resigns his position or
- vii. Violation of the policies and procedures set forth in the Norcross Employee Handbook, the Norcross Financial Policy or any other written policies or procedures established by the Council, as those policies and procedures exist or may hereinafter be amended; provided however, that Employee shall be entitled to the grievance policy and procedure set forth in the Employee Handbook with the Mayor and City Council of the City of Norcross shall preside over the grievance proceeding and that copies of the Employee's grievance and all grievance correspondence, written responses and any other documentation in connection with the grievance shall be submitted to the Mayor, the Human Resources Manager and the City Attorney.

Section 3: Notice of Voluntary Resignation

In the event that the Employee voluntarily resigns his position with the Employer before expiration of the term of his employment pursuant to this Agreement, then Employee shall give Employer a ninety (90) day notice in advance unless the parties agree otherwise.

Section 4: Disability

If Employee is permanently disabled or is otherwise unable to perform duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, and Employee shall be entitled to Severance Pay as defined in Section 2, paragraph A.

Section 5: Salary

- A. Base Salary - Employer agrees to pay Employee for his services rendered pursuant hereto a base salary of \$140,000.00 annually (hereinafter the "base salary"), payable in installments at the same time as other management employees of the Employer are paid. In addition, Employer agrees to an annual increase of said base salary and/or benefits of Employee in such amounts and to such extent as the Mayor and Council may determine that is desirable to do so on the basis of an annual salary review of said Employee conducted the first week of January of each year. At a minimum, Employee would receive the same annual cost of living increase the Mayor and Council may provide to all other fulltime employees of the City.

Supplemental Salary - In addition to base salary, Employee shall receive the Car Allowance Salary Supplement as set forth in Section 9, below. Employee may be eligible for a Medical Insurance Salary Supplement as set forth in Section 11 below. All Supplemental Salary shall be payable monthly in Employee's last paycheck of each month.

Section 6: Performance Evaluation

A. The Mayor and Council shall confer with the Employee on at least an annual basis regarding job performance and compensation. The first review will take place twelve (12) months after the time of employment, and yearly thereafter. The Mayor and Council shall provide the Employee with a written job evaluation at the time of his review and shall determine whether any adjustment of the compensation and benefits provided for the City Manager should be made for the next fiscal year. Annually, at a strategic planning session, the Mayor and Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Norcross and in the attainment of the Mayor and Council's policy objectives and shall further establish a relative priority among those various goals and objectives, and goals and objectives to be reduced to writing.

B. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. Should the goals, objectives, or their relative priority be unclear to the Employee, it is his obligation to inform the Mayor and Council in writing of any specific area(s) that necessitate clarification.

C. In effecting the provisions of this section, the Mayor and Council and Employee mutually agree to abide by the provisions of applicable law.

Section 7: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to take compensatory time off as he shall deem appropriate during normal office hours.

Section 8: Outside Activities

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer-connected business without the prior approval of the Mayor and Council.

Section 9: Automobile

Employee's duties require use of an automobile at all times during his employment with Employer. Employer shall pay Employee a car allowance of \$300.00 per month in the form of a salary supplement (hereinafter the "Car Allowance salary supplement") in addition to his base salary. In the event the Employee is required to travel outside the City for more than 75 miles one way from

the Norcross City Hall in his official capacity as City Manager, he shall be entitled to mileage reimbursement at the prevailing rate the City provides to other employees.

Section 10: Vacation and Sick Leave

Employee will be credited one-week vacation at the commencement of his employment and shall earn subsequent vacation and sick leave as stated in Section 15, paragraph C.

Section 11: Disability, Retirement, Health, and Life Insurance

- A. Employee shall be eligible to receive the same benefits as all other general management employees of the City, subject to the exceptions set forth below. These benefits include, but are not limited to, Medical insurance, dental insurance, long-term disability insurance and life insurance and retirement plans, subject to the exceptions and limitations more particularly set forth below.
- B. Employee may elect to provide *qualified medical coverage* for himself and his spouse from another source in place of the City's Medical insurance coverage. In the event that Employee elects to provide *qualified medical coverage* for himself and his spouse in place of the City's Medical insurance coverage, Employee shall receive \$12,000.00 per year as a salary supplement (hereinafter referred to as the "Medical Insurance Salary Supplement") in addition to his base salary. For the purposes of this paragraph, the term "qualified medical coverage," means coverage under a plan that provides the minimum essential coverage as defined under the Affordable Care Act, other than a plan or policy issued through the individual marketplace, including coverage through the Exchange or under Medicare and Medicare Advantage Plans. Employee shall provide proof of *qualified medical coverage* to the City Human Resources Manager for review and approval for Employee to be eligible for the Medical Insurance salary supplement. If Employee elects the City's medical insurance plan, Employee's eligibility for the Medical Insurance Salary Supplement shall cease.
- C. Employee elects to not participate in the City's Defined Benefit Pension Plan. Employee elects to participate solely in the City's 457b/401a deferred compensation plan (hereinafter referred to respectively as the "Employee's 457b Account and the "Employee's 401a Account," collectively referred to as "Employee's 457b/401a Accounts." Employee shall contribute 6% of employee's base salary to Employee's 457b Account through the end of the 2020 calendar year. Employee anticipates contributing the maximum permissible amount into Employee's 457b Account thereafter. The City agrees to contribute 10% of the Employee's base salary to Employee's 401a Account during the term of this Agreement; provided however, that in the event that the Employee's contribution to Employee's 457b Account drops below 6% of his base salary for any reason, then the City's will contribute 50% of the amount of Employee's contribution up to a maximum of 3% of the Employee's Base Salary to the Employee's 457b Account. Employee shall be fully vested in the Employee's 457b/401a Accounts effective as of October 12, 2020.

Section 12: Dues and Subscriptions

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and the good of the Employer.

Section 13: Professional Development

A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee according to the City's travel policy as it applies to all management employees for professional and official travel and meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including, but not limited to, the Georgia Municipal Association, ICMA Annual Conference, Georgia City/County Management Association conferences and such other national, regional, state, and local governmental groups and committees thereof which Employee serves a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

Section 14: Civic Club Membership

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of any one (1) such civic club or organization subject to the approval of the Mayor and Council, for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 15: Other Terms and Conditions of Employment

A. The Mayor and Council, in consultations with the City Manager, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are agreed to mutually by both the Mayor and Council and the Employee, and are not inconsistent with or in conflict with the provisions of this Agreement, the City of Norcross Charter or any other law.

City Manager
 Employment Agreement
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B. All provisions of the City of Norcross Charter and Code, and regulations and rules of the Employer relating to vacation and sick leave, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment.

Section 16: No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such a reduction across-the-board for all employees of the employer.

Section 17: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. If any term or condition in this Agreement conflicts with the City's personnel policies, the terms and conditions of this Agreement will prevail.
- D. This Agreement shall become effective commencing October 12, 2020.
- E. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Norcross, GA has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

[SIGNATURES NEXT PAGE]

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Date: _____

CRAIG NEWTON
Mayor

Date: _____

ATTEST:

MONIQUE LANG
City Clerk

ERIC R. JOHNSON



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	20-5892	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	10/8/2020	In Control:	Special Called Meeting
On Agenda:	10/12/2020 6:30 PM	Status:	Reviewed
Title:	Ratification of Cares Act Agreement with Gwinnett County		

Sponsors:

Code Sections:

Attachments:

1. [CARES Act Subrecipient Agreement - Coronavirus Relief Funds](#)

Title
Ratification of Cares Act Agreement with Gwinnett County

Drafter
Mary Beth Bender

Motion
A motion to Approve/Deny the attached Resolution to accept an allocation of Coronavirus Relief Funds from the Gwinnett County Board of Commissioners to the City of Norcross; and to Authorize the Mayor to execute the Coronavirus Relief Fund Subrecipient Agreement used by Gwinnett County to obligate funds to the City of Norcross.

STATE OF GEORGIA
COUNTY OF GWINNETT

SUBRECIPIENT AGREEMENT FOR USE OF
U.S. DEPARTMENT OF TREASURY
CORONAVIRUS RELIEF FUNDS

Between

GWINNETT COUNTY *and*
CITY OF NORCROSS

65 Lawrenceville Street
Norcross, GA 30071

CFDA NUMBER 21.019

GWINNETT COUNTY
SUBRECIPIENT AGREEMENT FOR GRANT FUNDS
PASS-THROUGH FROM UNITED STATES DEPARTMENT OF TREASURY
CORONAVIRUS RELIEF FUND
GRANT NO. G-0389-000001-0011
CFDA NUMBER 21.019

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between Gwinnett County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "Prime Recipient" and the City of Norcross hereinafter referred to as the "Subrecipient".

(1) Term: This Agreement shall commence on March 1, 2020 and end on December 30, 2020, unless otherwise terminated by action of the parties or by the terms of this agreement, including deadlines for expenditure of funds. At the end of the term, the authority to expend unencumbered grant funds or to obligate them contractually will expire, unless a written amendment to extend the term of the contract is signed by both parties.

(2) Municipal Allocation: The municipal allocation of \$25.0 million will initially be allocated to individual cities based on each city's portion of the total population residing in incorporated areas of Gwinnett. Adjusted 2019 population estimates from the Census Bureau will serve as the source of population figures.

a. Unspent Allocations: Any funds allocated to individual cities that are unspent as of December 1, 2020 will be reallocated to cities that have eligible costs in excess of their original allocations. An individual city may also voluntarily give up any portion of its allocation that it expects will be unused in advance of the December 1 date. This voluntary decision should be defined in writing on Subrecipient letterhead and submitted to the County for processing.

b. Expenditure Deadline: Any portion of allocations to cities that is unused as of December 15, 2020 will revert to Gwinnett County to avoid loss of CARES Act funding to our overall community.

(3) Use of Funds: The Prime Recipient shall upon the terms and conditions contained herein grant to Subrecipient, and the Subrecipient hereby accepts, an amount not to exceed \$1,763,920.00 to be used solely as defined in Exhibits 4 and 6. The Subrecipient shall expend all or any part of its Coronavirus Relief Fund allocation only on those activities contained in Exhibit 4, and further defined in Exhibit 6, ensuring compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), all sections of 2 CFR Part 200 (Uniform Guidance), and in compliance with guidance released by the U.S. Department of Treasury and the Treasury Office of Inspector General. As interpreted by the U.S. Department of Treasury and clarified by the Treasury Office of Inspector General, at the time of contract execution the following documents define Coronavirus Relief Fund eligibility: OIG-CA-20-028 (released 9/21/2020), Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (updated 9/2/2020), and Coronavirus Relief Fund Frequently Asked Questions (updated 9/2/2020).

- (4) **Payment Schedule:** Subject to the availability of funds for such purpose, the Prime Recipient shall pay the Subrecipient on a reimbursement basis. These funds will be reimbursed upon proper documentation from the Subrecipient utilizing the Reimbursement Form defined in Exhibit 5. Proper documentation shall be considered as copies of all invoices, sales receipts, payroll reports, and canceled checks or other proof of payment for the items approved. See Section (8)c. *Records Retention to ensure compliance.*
- (5) **Duty to Wrap Up:** By, or before, December 15, 2020, the Subrecipient must report final grant expenditure details, unless the Prime Recipient consents to a new deadline in writing specifically referring to this Agreement by number.
- (6) **Subrecipient's Obligation:** The Subrecipient shall be responsible for carrying out its actions in accordance with the special conditions and certifications contained in Exhibit 2 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 2, and to comply with any requests by the Prime Recipient in this regard; it being understood that the Prime Recipient has responsibility to the U.S. Department of Treasury for ensuring compliance with such requirements. The Subrecipient will also promptly notify the Prime Recipient of any changes in the scope of character of the activity(s) assisted through this Agreement.
- (7) **Service within County:** The Subrecipient agrees that Prime Recipient contributed funds will be used only within the boundaries of Gwinnett County and for Gwinnett County residents.
- (8) **Accountability:** The Subrecipient agrees to expend said funds granted herein solely in conformance to this Agreement and special conditions found in Exhibit 2 and account for said funds in accordance with generally accepted accounting principles. Subrecipients shall maintain and make available to the Prime Recipient all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) as well as the subsequent guidance released by the U.S. Department of Treasury and Treasury Office of Inspector General. The Subrecipient understands that in receiving these funds the Subrecipient assumes the risk of having to repay any reimbursed expenditures that are later found to be ineligible.
- a. **Audit:** Subrecipient will allow, obtain, and cooperate with any audit or investigation of grant administration requested or undertaken by the Funding Entity or Prime Recipient with power to conduct or request such audit or investigation. Upon request, the Subrecipient agrees to provide the Prime Recipient with any information, documents and/or photographs the Prime Recipient deems necessary to monitor performance of this Agreement. The Subrecipient further agrees these funds shall be included in the audit or financial statement of the Subrecipient until all expenditures have been accounted for. Federal grant dollars will be reported separate from other grant dollars.
 - b. **Subject to 2 C.F.R Part 200.501(a):** Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. Part 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

- c. **Records Retention:** The Subrecipient agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws. Such documentation shall be retained for a period of five (5) years after the final payment is made and shall be made available to Prime Recipient upon request. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:
- i. General ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
 - ii. Budget records for 2019 and 2020;
 - iii. Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
 - iv. Receipts of purchases made related to addressing the public health emergency due to COVID-19;
 - v. Contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
 - vi. Grant agreements and subrecipient agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
 - vii. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and prime recipient and subrecipients;
 - viii. All documentation supporting the performance outcomes of the contracts, subcontracts, grant awards, and prime recipient subawards;
 - ix. All internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
 - x. All investigative files/inquiry reports involving Coronavirus Relief Fund payments.

(9) **Indemnification and Hold Harmless:** The Subrecipient agrees to protect, defend, indemnify, and hold harmless the Prime Recipient, its commissioners, officers, agent, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Subrecipient arising from the grant. Subrecipient's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Subrecipient further agrees to protect, defend, indemnify, and hold harmless the Prime Recipient, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Subrecipient.

(10) Conflicts of Interest: The undersigned certify that they will in all respects comply with State laws pertaining to conflicts of interest and to all laws related to Prime Recipient officials and employees conducting business with the Prime Recipient. In accordance with 2 CFR Part 200.318, no person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient who exercise or have exercised any functions or responsibilities with respect to grant funded activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a grant funded activity, or have a financial interest in any contract, subcontract, or agreement with respect to a grant assisted activity, or with respect to the proceeds of the grant assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Subrecipients will either adopt Gwinnett County's Code of Ethics or will maintain their own written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds awarded through this Agreement if a conflict of interest, real or apparent, would be involved.

Subrecipients must be mindful of any relationship employees, officials, board members, consultants, and/or volunteers may have with Prime Recipient employees, board members, consultants, or elected officials, where a real or apparent conflict of interest that might be realized or perceived with respect to a grant funded project or activity awarded through this Agreement. All relationships between representatives of the Subrecipient and the Prime Recipient must be transparent and must comply with Gwinnett County's Code of Ethics. This Code was developed by the Prime Recipient to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are compatible with the best interests of the Prime Recipient. The Code directs disclosure by such officials and employees of private financial or other interests in matters affecting the Prime Recipient and by directing disclosure of their business relationships. Subrecipient officials who carefully follow the Gwinnett County Code of Ethics and the language of this Section are less likely to have conducted themselves or participated in activities which can be construed as real or apparent conflicts of interest.

If any situation arguably falls within the conflicts prohibited by 2 CFR Part 200.112 the Subrecipient should immediately contact the Prime Recipient.

(11) Termination: Suspension or Termination of this Agreement may occur if the Subrecipient materially fails to comply with the terms of this Agreement. The Agreement may also be terminated for convenience. Any funds allocated to the Subrecipient under this Agreement, which remain unobligated or unspent upon such Termination, shall automatically revert to the Prime Recipient.

(12) Entire Agreement: This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless both parties have agreed to said modification in writing.

IN WITNESS WHEREOF, the parties hereunto have affixed their signature the year and dates specified below and the Official Seal of the Subrecipient has been affixed to execute this Agreement.

FOR THE SUBRECIPIENT:

FOR GWINNETT COUNTY:

CITY OF NORCROSS

By _____
(Signature)

(Name/Title)

(Signature Date)

By _____
(Signature)

Charlotte J. Nash, Chairman
Gwinnett County Board of Commissioners

(Signature Date)

[Impress City or Corp. Seal Here]

ATTEST:

By _____
(Signature)

(Name/Title)

(Signature Date)

Date Approved: Subrecipient Governing
Body: _____
(Date of Approval)

ATTEST:

By _____
(Signature)

Diane Kemp, County Clerk

(Signature Date)

Approved: Gwinnett County Board of Commissioners
Per Minutes Dated September 22, 2020 (GCID 2020-0961)

[See Also Attached Exhibit(s)]

Note: No Signatures shall be placed within this document on a date prior to action by the governing authority of the Subrecipient, approving acceptance of these funds, and authorizing execution of this document. The Resolution of the Governing Authority is presented in Exhibit 1.

EXHIBIT 1

RESOLUTION OF THE GOVERNING AUTHORITY

CITY OF NORCROSS

WHEREAS, the City of Norcross requested funding from the Gwinnett County Board of Commissioners to support their response to preparing for, preventing, and responding to the COVID-19 pandemic within Gwinnett County; and

WHEREAS, the Gwinnett County Board of Commissioners has obligated an amount not to exceed \$1,763,920.00 to be used solely as defined in Exhibits 4 and 6.

NOW, THEREFORE, the Governing Authority of the City of Norcross does hereby resolve and authorize the following, as a result of an affirmative majority vote of the Governing Authority at a meeting of said Governing Authority which was held on: _____

(Date of Action)

1. Acceptance of an allocation of Coronavirus Relief Funds from the Gwinnett County Board of Commissioners to the City of Norcross; and
2. Authorize the Official Representative defined below to execute the Coronavirus Relief Fund Subrecipient Agreement used by Gwinnett County to obligate funds to the City of Norcross.

Authorized Official Representative:

(Name/Title)

Certified as accurate and true:

(Signature – Governing Authority Secretary)

(Name – Governing Authority Secretary)

(Signature Date)

[Impress City or Corp. Seal Here]

EXHIBIT 2

SPECIAL CONDITIONS AND CERTIFICATIONS

1. The Subrecipient agrees to comply with the financial and administrative requirements set forth in the Uniform Guidance (2 CFR Part 200) and subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), as well as the subsequent guidance released by the U.S. Department of Treasury and Treasury Office of Inspector General. Subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), provides that:

(d) Use of Funds. – A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that –

1. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. Were not accounted* for in the budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

*On September 21, 2020, the Office of Inspector General of the U.S. Department of Treasury, issued guidance document OIG-CA-20-028, that provides in part that governments may presume that public health and public safety employees are “substantially dedicated” to mitigating the COVID-19 public health emergency and that payroll and benefit costs of public health and public safety employees are eligible expenses under the CARES Act provided that such payroll costs are incurred by December 30, 2020. Regarding all other categories, subrecipients should carefully analyze their COVID-19 related expenses to ensure the defined expense type was not accounted for in their most recently approved budget as of March 27, 2020.

2. 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 the funding agency.
3. The Subrecipient will seek reimbursement for COVID-19 related eligible expenses for which no other Federal or State funding was obtained.
4. The Subrecipient certifies that the Coronavirus Relief Funds received will not be used to replace lost revenues nor will they be used to supplant or duplicate current sources.
5. The Subrecipient understands that in receiving these funds the Subrecipient assumes the risk of having to repay any reimbursed expenditures that are later found to be ineligible.

[Signatures Provided on the Following Page]

Special Conditions and Certifications, Items 1-5, defined on the previous page, are certified as accurate and true:

(Signature – Authorized Official Representative)

(Signature – Attest)

(Name/Title)

(Name/Title)

(Signature Date)

(Signature Date)

[IMPRESS CORPORATE SEAL HERE]

EXHIBIT 3

SAM.gov Agency Verification

The System for Award Management (SAM) is the main database for the U.S. Federal Government to collect, validate, and store data from suppliers and then make that data available to various government agencies. In order to receive federal payments and disbursements from contracts and/or grants, the Subrecipient must not have an Active Exclusion in SAM (<https://www.sam.gov>).

Prior to award, the Prime Recipient is responsible for ensuring the Subrecipient is not debarred or suspended from Federal participation by logging into the System for Award Management (SAM) and running the Subrecipient's DUNS Number.

Documentation of SAM check is provided on the next page.



City of Norcross (Government) – No Record Found

EXHIBIT 4

SCOPE OF SERVICES

The following activities shall be carried out by the Subrecipient consistent with their eligible expenses to prepare for, prevent, and respond to the COVID-19 pandemic within Gwinnett County. Eligible expenses can be incurred from March 1, 2020 through December 15, 2020.

Coronavirus Relief Funds for Municipalities

Municipalities located within Gwinnett County should complete the Coronavirus Relief Fund Reimbursement form, enclosed within, to facilitate the reimbursement of eligible COVID-19 related direct costs that are not covered by any other state or federal funding. *Cities residing partially within Gwinnett are eligible to participate, but reimbursements will be pro-rated to reflect support of Gwinnett County residents.*

Grant Program Details:

As interpreted by the U.S. Department of Treasury and clarified by the Treasury Office of Inspector General, at the time of contract execution the following documents define Coronavirus Relief Fund eligibility: OIG-CA-20-028 (released 9/21/2020), Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (updated 9/2/2020), and Coronavirus Relief Fund Frequently Asked Questions (updated 9/2/2020).

Coronavirus Relief Funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted* for in the recipient/subrecipient's budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

*On September 21, 2020, the Office of Inspector General of the U.S. Department of Treasury, issued guidance document OIG-CA-20-028, that provides in part that governments may presume that public health and public safety employees are "substantially dedicated" to mitigating the COVID-19 public health emergency and that payroll and benefit costs of public health and public safety employees are eligible expenses under the CARES Act provided that such payroll costs are incurred by December 30, 2020. Regarding all other categories, subrecipients should carefully analyze their COVID-19 related expenses to ensure the defined expense type was not accounted for in their most recently approved budget as of March 27, 2020.

Coronavirus Relief Funds cannot be used to supplant local dollars or to replace lost revenues.

These funds are 100% Federal and no local match contribution is required.

Terminology: Definitions for obligation and expenditure as clarified by the U.S. Department of Treasury and Office of Inspector General are provided below.

Obligation: an obligation is a commitment to pay a third party with Coronavirus Relief proceeds based on a contract, grant, loan, or other arrangement.

Expenditure: an expenditure is the amount that has been incurred as a liability of the entity (the service has been rendered or the good has been delivered to the entity). As outlined in *Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments*, performance or delivery must occur between March 1 and December 30, 2020 in order for the cost to be considered incurred; payment of funds need not be made during that time (though it is generally expected that payment will take place within 90 days of a cost being incurred).

Eligible Expenses defined within the County's Framework of Allocated Coronavirus Relief Funds:

In order to limit risk of future audit exceptions and repayments, funds should be used for expenses that are clearly allowable under U.S. Treasury guidance. For usage of funds for purposes not specifically listed in the guidance provided below, it is recommended that the subrecipient seek determination of eligibility by the County in advance. As the direct recipient, the County is the party that is accountable to the Federal government and the party that will be reporting all uses of CARES Act funding received. In this role, the County has responsibility to determine eligibility of all costs that are reported. The County will not apply greater restrictions to cities' use of funds that it is applying to its own use.

Public Health Expenses	
Cleaning supplies	Various additional cleaning and sanitizing supplies (beyond normal cleaning) in connection with the COVID-19 public health emergency.
Communication	Expenses for communication and enforcement of public health orders related to COVID-19.
Personal Protective Equipment	Additional supply of PPE (beyond normal need) in connection with the COVID-19 public health emergency.
Public Facility Enhancements	Stanchions, plexiglass shields, etc. purchased to retrofit/reconfigure public areas to assist employees and the public in adhering to public health guidelines.
Other Public Facility Enhancements	Public facility changes that do not align with definition above will be considered on a case by case basis but will be eligible for funding where the change is tied to managing impacts of COVID-19. <i>An appropriate statement of justification will be required.</i>
Sanitizing Services	Enhanced cleaning and disinfection of public facilities in response to the COVID-19 public health emergency.
Vehicles	Vehicle purchases will be eligible when the purchase addresses a specific need related to COVID-19. <i>An appropriate statement of justification will be required.</i>

Payroll Expenses	
Emergency Sick Leave - Quarantine	Pay for when employee is subject to quarantine order; has been advised by a health care provider to self-quarantine; is experiencing COVID-19 symptoms and is seeking a medical diagnosis; or is caring for an individual subject to a quarantine order.
Hazard Pay - Public Safety Only	Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. <i>For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund.</i>
Public Health and Public Safety Payroll	Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test and the full amount of payroll and benefits expenses may be covered using payments from the Fund. In response to questions regarding which employees are within the scope of this accommodation, Treasury clarified that public safety employees would include police officers, sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel.
Other Personnel - Substantially Dedicated (Health Care and Human Services)	Other personnel costs identified must be defined as employees substantially dedicated to mitigating or responding to the COVID-19 public health emergency and must meet the budgetary guidelines of not being previously budgeted (essentially these are new hires). <i>Documentation defining the relevant unit of government's determination of the "substantially dedicated" conclusion must accompany the reimbursement request's support documentation to facilitate eligibility determination by the County.</i>

Payroll Expenses (continued)	
Other Personnel – Substantially Different	Costs incurred for a “substantially different use” include costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. <i>Documentation defining the relevant unit of government’s determination of the “substantially different” conclusion must accompany the reimbursement request’s support documentation to facilitate eligibility determination by the County.</i>
Essential Services Expenses	
Software	Licenses to allow virtual meetings/telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
Supplies -Technology	Equipment (Laptops, webcams, etc.) to facilitate public employees ability to telework enable compliance with COVID-19 public health precautions.
Economic Support	
Small Business Assistance	City sponsored programs for small businesses will be considered on a case by case basis and will require appropriate documentation.
Nonprofit Support	City sponsored programs for nonprofits will be considered on a case by case basis and will require appropriate documentation.
Administrative Support	
Administration of Fund Payments	If the administrative expense represents an increase over previously budgeted amounts and are limited to what is necessary they are deemed eligible. <i>An appropriate statement of justification will be required.</i>
Audit Fees (Single Audit Threshold Triggered)	Subrecipients are subject to a single audit or program-specific audit pursuant to 2 CFR Part 200.501(a) when the subrecipient spends \$750,000 or more in federal awards during their fiscal year. Audit expenses are eligible and are subject to the limitations set forth in 2 CFR Part 200.425.
FEMA Match	Payments from the Coronavirus Relief Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19 related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act (i.e. PPE, sanitizing services). Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA’s determination of eligibility under the Stafford Act.

Administrative Support (continued)	
Tax Anticipation Notes (TANs) Expenses	If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs. <i>An appropriate statement of justification will be required.</i>

Compliance with Coronavirus Relief Funds Requirements:

In its role as primary recipient of CARES Act funding, Gwinnett County will review reimbursement requests from cities and will apply its best efforts to ensure all expenses meet eligibility requirements. One of the methods for doing this is to limit the use of funds to purposes that are clearly eligible under applicable federal requirements. Likewise, the municipality applying for reimbursement has responsibility for ensuring its uses of CARES Act funds are eligible ones and assumes the risk for repaying any of its reimbursed expenditures that are later found to be ineligible.

- Coronavirus Relief Funds cannot be used to supplant* local dollars or to replace lost revenues.

*On September 21, 2020, the Office of Inspector General of the U.S. Department of Treasury, issued guidance document OIG-CA-20-028, that provides in part that governments may presume that public health and public safety employees are “substantially dedicated” to mitigating the COVID-19 public health emergency and that payroll and benefit costs of public health and public safety employees are eligible expenses under the CARES Act provided that such payroll costs are incurred by December 30, 2020. Regarding all other categories, subrecipients should carefully analyze their COVID-19 related expenses to ensure the defined expense type was not accounted for in their most recently approved budget as of March 27, 2020.

- Expenses identified for reimbursement must be directly related to COVID-19 and should not fall within a budgeted line item most recently approved as of March 27, 2020.
- Expenses identified for reimbursement must not have been covered by any other state or federal funding.
- Hazard pay is only deemed eligible for public safety personnel in the field who are presumed by the Federal government to be employees substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Please carefully review the eligibility guidelines within the Emergency Sick Leave – Quarantine category listed on the previous page. Although the Families First Coronavirus Response Act (FFCRA) identifies that caring for a child whose school/daycare is closed due to COVID-19 related reasons is a qualifying element for FFCRA it is not explicitly defined as eligible within the

Coronavirus Relief Funds guidance and therefore will not be considered eligible for reimbursement by the County.

- Gwinnett County reserves the right to request additional support documentation to ensure grant compliance.
- While Gwinnett County will apply a reasonable approach to reviewing reimbursement requests from cities, as primary recipient of CARES Act funds, it retains the right to determine eligibility of all expenses.
- Each city will be responsible for repayment of any reimbursed expenses that are found to be ineligible later through monitoring and auditing.

EXHIBIT 5
CORONAVIRUS RELIEF FUND REIMBURSEMENT FORM

The appropriate reimbursement form is provided on the following page(s).

Coronavirus Relief Fund Reimbursement Form

Municipality:

Reimbursement Period:

Point of Contact

Name:

Title:

Telephone Number:

E-mail Address:

Funding Categories	COVID-19 Expense	Support Documentation Requirements
Public Health Expenses		
Cleaning supplies	\$	Invoice(s); Proof of Payment (PoP)
Communication	\$	Invoice(s) or Project Tracking Sheet (if Force Account Labor was used); PoP or Financial Report defining cost assignment
Personal Protective Equipment	\$	Invoice(s); PoP
Public Facility Enhancements	\$	Invoice(s) or Project Tracking Sheet; Contract (if applicable); PoP or Financial Report defining cost assignment
Sanitizing Services	\$	Invoice(s); PoP
Vehicles	\$	Invoice(s); PoP
Other:	\$	Invoice(s); PoP
<i>Subtotal – Public Health</i>	\$	
Payroll Expenses		
Emergency Sick Leave – Quarantine	\$	Payroll Report(s); PoP
Hazard Pay – Public Safety Only	\$	Payroll Report(s); PoP
Public Safety Payroll	\$	Payroll Report(s); PoP
Other Personnel – Substantially Dedicated	\$	Payroll Report(s); PoP
Other Personnel – Substantially Different	\$	Payroll Report(s); PoP
Other:	\$	Payroll Report(s); PoP
<i>Subtotal - Payroll</i>	\$	
Essential Services Expenses		
Software	\$	Invoice(s); PoP
Supplies – Technology	\$	Invoice(s); PoP
Other:	\$	Invoice(s); PoP
<i>Subtotal – Essential Services</i>	\$	

* Gwinnett County reserves the right to request additional support documentation to ensure grant compliance.

Coronavirus Relief Fund Reimbursement Form

Municipality:

Reimbursement Period:

Economic Support		
Small Business Assistance	\$ 	Grant Agreement(s); Invoice(s); PoP
Nonprofit Support	\$ 	Grant Agreement(s); Invoice(s); PoP
<i>Subtotal – Economic Support</i>	\$ 	
Administrative Support		
Administration of Fund Payments	\$ 	Contracts (if applicable); Invoice(s); PoP
Audit Fees	\$ 	Contracts (if applicable); Invoice(s); PoP
FEMA Match	\$ 	Financial Report defining cost assignment
TANs Expenses	\$ 	Contracts (if applicable); Invoice(s); PoP
<i>Subtotal – Administrative Support</i>	\$ 	
Total Reimbursement:	\$ 	

** Gwinnett County reserves the right to request additional support documentation to ensure grant compliance.*

Authorization:

I certify that all information contained in this submission has been completed as thoroughly and as accurately as possible and the required support documentation is attached.

Prepared by: _____ Date: _____
Signature

Prepared by:
Printed Name & Title

I certify that I am authorized by our governing authority to seek reimbursement for the expenses identified, of which no other Federal or State funding was obtained. The funds received will not be used to supplant* local dollars or replace lost revenues. Our municipality understands that in receiving these funds we assume the risk of having to repay any of our reimbursed expenditures that are later found to be ineligible.

**On September 21, 2020, the Office of Inspector General of the U.S. Department of Treasury, issued guidance document OIG-CA-20-028, that provides in part that governments may presume that public health and public safety employees are “substantially dedicated” to mitigating the COVID-19 public health emergency and that payroll and benefit costs of public health and public safety employees are eligible expenses under the CARES Act provided that such payroll costs are incurred by December 30, 2020. Regarding all other categories, subrecipients should carefully analyze their COVID-19 related expenses to ensure the defined expense type was not accounted for in their most recently approved budget as of March 27, 2020.*

Approved by: _____ Date: _____
Signature

Approved by:
Printed Name & Title

EXHIBIT 6
Public Safety Presumption

Exhibit 6 is intended to provide clarification with respect to eligible payroll expenses of Subrecipient Cities with police or fire public safety personnel, and is based upon wording provided to the County by the Subrecipient Cities as a consensus approach for the reimbursement of eligible police and fire payroll expenditures. The contracting parties acknowledge that Exhibit 6 is only applicable to those Subrecipient Cities with police or fire public safety personnel. The contracting parties further consent to the public safety presumption defined on the following page.

Public Safety Presumption

The parties recognize and acknowledge that on September 21, 2020, the Office of Inspector General of the U.S. Department of Treasury issued guidance document OIG-CA-20-028, that provides in part that governments may presume that public health and public safety employees are “substantially dedicated” to mitigating the COVID-19 public health emergency and that payroll and benefit costs of public health and public safety employees are eligible expenses under the CARES Act provided that such payroll costs are incurred by December 30, 2020. In accordance with this guidance and for the purposes of the CARES Act funding allocated to the municipalities by the County, the parties agree that public safety personnel are expressly presumed to be substantially dedicated to mitigating the COVID-19 emergency and that distributions shall specifically allow for payments of payroll for eligible public safety personnel in accordance with guidance document OIG-CA-20-028. For the purposes of this Agreement, public safety personnel costs eligible for reimbursement shall be limited to salaries and benefits for POST-certified frontline Public Safety Personnel that have direct in-the-field contact with the public from the time period of March 1, 2020 to December 30, 2020, including direct supervisors of in-the-field employees provided they also regularly work in the field. As further clarification, public safety personnel costs eligible for reimbursement under this Agreement do not include upper level management, training staff, detectives, administrative personnel, non-POST code enforcement, dispatch, and other non-field personnel, except that any personnel for which it can be demonstrated that their services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency shall be eligible. For the City of Loganville, eligible public safety costs shall also include its pro-rated share of fire department personnel consistent with other eligible public safety personnel. Each municipality receiving funding shall maintain all documents and financial records sufficient to establish compliance with the CARES Act funding requirements as set forth in the law and in the subsequent guidance released by the U.S. Department of Treasury and Treasury Office of Inspector General.



City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street
Norcross, GA 30071

770-448-2122

770-242-0824

File#:	20-5893	Version:	
Type:	Agenda Item	Status:	Agenda Ready
File Created:	10/8/2020	In Control:	Special Called Meeting
On Agenda:	10/12/2020 6:30 PM	Status:	Submitted
Title:	BCA Vetting and Interview Process		

Sponsors:

Code Sections:

Attachments:

1. [Memo - BCA Vetting and Interview Process](#)

Title
BCA Vetting and Interview Process

Drafter
Tracy Rye

A motion to Approve/Deny vetting and interview process for BCA's as outlined in the attached memo.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • CITY MANAGER **RUDOLPH SMITH** • CITY CLERK **MONIQUE LANG**

October 8, 2020

BCA Vetting and Interview Process

- A. Call for applications issued
- B. Applicants fill out and return application, along with a 5-10 minute cell phone video, where they address the following questions as presented in the application packet:
 1. Briefly explain your reason(s) for wishing to serve on this BCA.
 2. What skills and experiences do you have that can be applied to the mission and goals of the BCA?
 3. Will you have the time and availability to prepare for and regularly attend meetings, periodic training sessions provided by the City either on or off site or virtually, and to perform a reasonable amount of work outside of regularly scheduled meetings?
 4. How long have you been a resident of Norcross? (If required for appointment); or How long have you been a property or business owner in Norcross (if required for appointment); or How long have you been in an associated profession or related organization (if required for appointment)
 5. Do you know of any circumstances that would create a conflict or result in you having to abstain from voting on any action before a BCA? If so, please explain.
- C. BCA chair, along with 2 staff liaisons, vet all applications received to indicate they meet the qualifications for service (residency, property or business ownership or professional affiliations) for the individual board for which application is made, review the applications and video submissions and make a list of recommended candidates for Mayor and Council consideration.
- D. BCA chair and staff liaisons prepare list of recommended candidates and forward, along with all applications and videos to Mayor and Council for their review and independent follow up as needed.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN **ELAINE PUCKETT**
COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • CITY MANAGER **RUDOLPH SMITH** • CITY CLERK **MONIQUE LANG**

- E. Mayor and Council discuss any follow up personnel in Executive Session to include any additional interviews as determined necessary
- F. Mayor and Council vote on final appointment at next regularly scheduled voting meeting or Special Called meeting

Attachment: Memo - BCA Vetting and Interview Process (20-5893 : BCA Vetting and Interview Process)