



**GRANT AGREEMENT
FOR
FISCAL YEAR 2022
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM**

BETWEEN

**THE GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Augusta-Richmond County

GRANT NO: 15

GRANT TERMS AND CONDITIONS

The United States Department of Homeland Security’s (“DHS”) Federal Fiscal Year (“FY”) 2022 State and Local Cybersecurity Grant Program (“SLCGP”) assists state, local, and territorial (“SLT”) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide to their communities.

This Grant Agreement (“Agreement”) is made and entered into by and between the Georgia Emergency Management and Homeland Security Agency (“GEMA/HS”), an agency of the State of Georgia (“State”), and Augusta-Richmond County (“Subrecipient”). GEMA/HS and the Subrecipient are sometimes referred to herein individually as a “Party” or collectively, the “Parties”.

For the purposes of this Agreement, GEMA/HS serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Subrecipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the passthrough entity.”

THEREFORE, DIVISION AND SUBRECIPIENT AGREE TO THE FOLLOWING:

I. PERIOD OF PERFORMANCE.

The Parties hereby agree as follows: This Agreement shall become effective on the Projected

Start Date and shall continue through the Projected End Date listed below.

Projected Period of Performance Start Date(s): October 1, 2024

Projected Period of Performance End Date(s): September 30, 2025

No modifications to the Budget Cost Lines can be made after the termination date, September 30, 2025, or when all funds have been used.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as t h e Recipient, has awarded the amount of \$69,650.00 to Augusta-Richmond County as the Subrecipient, in accordance with the Fiscal Year 2022 State and Local Cybersecurity Grant Program. Subrecipient shall meet a 10% cost share requirement in the amount of \$6,965.00.

SLCGP Grant funding 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 EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

DHS/FEMA HAS RESERVED THE RIGHT TO CHANGE THE FY22 SLCGP GRANT; INCLUDING SHORTENING THE PERFORMANCE PERIOD AND/OR GRANT END DATE. ANY CHANGE IN THE GRANT AND/OR PERFORMANCE PERIOD OF THE FY22 SLCGP AWARD WILL BE PASSED THROUGH TO THE SUBRECIPIENT BY GEMA/HS.

II. STANDARD OF PERFORMANCE.

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 SLCGP Investment Justification Worksheet and the approved Budget Detail Worksheet(s). Any modifications to the approved Budget Detail Worksheet(s) must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

Subrecipient shall perform all activities as approved by GEMA/HS. Any change to a project shall receive prior written approval by GEMA/HS and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Agreement, including but not limited to the following Exhibits and Attachments:

A. Exhibits:

1. SLCGP Goals and Objectives

B. Attachments:

1. Attachment A: Standard Assurances:

(Attachment A1) Standard Form 424B (Non-Construction) or
(Attachment A2) Standard Form 424D (Construction), as applicable

(COMPLETE, SIGN, AND RETURN WITH AGREEMENT)

2. Attachment B: FY 2022 State and Local Cybersecurity Grant Program Agreement Articles;

3. Attachment C: FY 2022 State and Local Cybersecurity Grant Program Amendment Letter;

4. Attachment D: Federal Terms and Conditions;

5. Attachment E: Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements;

(COMPLETE, SIGN, AND RETURN WITH AGREEMENT)

6. Attachment F: DHS Fiscal Year 2022 State and Local Cybersecurity Grant Program Notice of Funding Opportunity, (available online at <https://www.fema.gov/print/pdf/node/641059>);

7. Attachment G: SLCGP Investment Justification Worksheet; and

8. Attachment H: Approved Budget Detail Worksheet(s).

III. FUNDING OBLIGATIONS.

GEMA/HS shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

A. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by GEMA/HS under this Agreement shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).

B. Subrecipient shall meet a 10% cost share requirement for the FY 2022 SLCGP as listed in the FY 2022 SLCGP DHS/FEMA NOFO.

C. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2022 SLCGP DHS/FEMA NOFO (Attachment 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.

- D. 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 2022 SLCGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre- approved by GEMA/HS.
- E. 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.
- F. 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.
- G. 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.
- H. **Non-Supplanting Requirement.** The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- I. **Prior Approval for Modification of Approved Budget.** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.
 - 1. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

2. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.
 3. Subrecipient must report any deviations from FEMA-approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- J.** After all approved items on the approved Budget Detail Worksheet(s) have been reimbursed to the Subrecipient; this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient.
- K.** The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and the Cybersecurity and Infrastructure Security Agency (“CISA”) of the award budget. Post-award documents uploaded into Non-Disaster Grants Management System (“ND Grants”) for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

IV. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- A.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Agreement through compliance with the most recent version of all applicable federal and state laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:
1. Public Law 93-288, as amended (Stafford Act);
 2. 44 C.F.R., Emergency Management and Assistance;
 3. Disaster Mitigation Act of 2000;
 4. OMB Regulations 2 C.F.R., Grant and Agreements;
 5. Executive Order 11988, Floodplain Management
 6. Executive Order 11990, Protection of Wetlands

7. Executive Order 12372, Intergovernmental Review of Programs and Activities
8. Executive Order 12549, Debarment and Suspension
9. Executive Order 12612, Federalism
10. Executive Order 12699, Seismic Design
11. Executive Order 12898, Environmental Justice
12. Coastal Barrier Resources Act, Public Law 97-348
13. Single Audit Act, Public Law 98-502
14. Sandy Recovery Improvement Act publications
15. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
16. 16 U.S.C. § 1531, Endangered Species Act References
17. FEMA program publications, guidance, and policies
18. 2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations
19. 2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Unique Entity Identifier (“UEI”). Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process. UEI registration information is available on GSA.gov at <https://www.gsa.gov/about-us/organization/federal-acquisitionservice/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entityidentifier-update>.

C. 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.

- D. 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.

V. PURCHASING.

- A. **Purchasing.** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Cost Lines (Attachment G) 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/grants/guidance-tools/authorized-equipment-list>.
- B. **Payment Request Forms.** 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. **Allowable Costs.** Funds must be spent in compliance with applicable rules and regulations noted in the FY 2022 SLCGP DHS/FEMA NOFO. All costs charged to awards covered by this FY 2022 SLCGP DHS/FEMA NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the FY 2022 SLCGP DHS/FEMA NOFO or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for DHS awards under this program is the same as the period of performance).
 - 1. **General Allowable Costs.** Subrecipients can use SLCGP grant funds for:
 - i. Developing the Cybersecurity Plan;
 - ii. Implementing or revising the Cybersecurity Plan;

- iii. Paying expenses directly relating to the administration of the grant, which cannot exceed 5% of the amount of the grant award;
 - iv. Assisting with allowed activities that address imminent cybersecurity threats confirmed by DHS; and
 - v. Other appropriate activities as noted in the FY 2022 SLCGP DHS/FEMA NOFO.
2. **Planning.** SLCGP funds may be used for a range of planning activities, such as those associated with the development, review, and revision of the holistic, entity-wide cybersecurity plan and other planning activities that support the program goals and objectives and Cybersecurity Planning Committee requirements.
3. **Organization.** Organization costs are allowable under this program. States must justify proposed expenditures of SLCGP funds to support organization activities within their IJ submission. Organizational activities include:
- i. Organizational activities include:
 - a) Program management;
 - b) Development of whole community partnerships that support the Cybersecurity Planning Committee;
 - c) Structures and mechanisms for information sharing between the public and private sector; and
 - d) Operational support.
 - ii. Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable SLCGP planning, organization, training, exercise, and equipment activities. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, and cybersecurity navigators. The grant recipient must demonstrate that the personnel will be sustainable.
4. **Equipment.** Funding may be used to address cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, state and local governments. Subrecipients may spend their portion of the funds on ransomware protections, data backups, basic cybersecurity protections, risk management frameworks. Subrecipient should limit purchases to the equipment referenced in the FY 2022 SLCGP DHS/FEMA NOFO and the Authorized Equipment List (“AEL”).

- i. Software and software licenses are authorized expenditures under SLCGP. Software can be included in the “equipment” cost category of the project budget under the appropriate AEL number. Software licenses would generally be covered under the same AEL as the software.
 - ii. There are currently 21 different sections of the AEL, including information technology (section 4) and cybersecurity equipment (section 5). Each AEL section includes numerous categories and subcategories. SLCGP applicants should search all AEL sections, categories, and subcategories on the FEMA AEL website to find the appropriate AEL. For example, the AEL for SAAS (software as a service) is 04AP-11-SAAS - Applications, Software as a Service.
 - iii. Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state, and local laws including, but not limited to regulations established by the Environmental Protection Agency (“EPA”), the Occupational Safety and Health Administration (“OSHA”), and the National Fire Protection Association (“NFPA”). By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with FEMA funding.
 - iv. Subrecipient is responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Subrecipient’s willful or negligent action. Property losses should be reported to GEMA/HS immediately.
5. Additionally, recipients that are using SLCGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. You can access the Fiscal Year 2023 SAFECOM Guidance on Emergency Communications Grants at the following link: https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf
6. **Maintenance and Sustainment.** Funding may be used for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees as described in DHS/FEMA Policy FP 205-402-125-1, available at <http://www.fema.gov/media-library/assets/documents/32474>.
7. **Training.** Subrecipients may use SLCGP funds to attend training courses, exercises, and programs in the United States.

- i. Allowable training-related costs under SLCGP include the establishment, support, conduct, and attendance of training and/or in conjunction with training by other federal agencies. Training conducted using SLCGP funds should align with the eligible entity's Cybersecurity Plan, address a performance gap identified through assessments, and contribute to building a capability that will be evaluated through a formal exercise.
- ii. Any training or training gaps, including training related to underserved communities that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations, should be identified in an assessment and addressed in the eligible entity's training cycle.
- iii. Subrecipients are encouraged to utilize FEMA's National Preparedness Course Catalog. Training includes programs or courses developed for and delivered by institutions and organizations funded by FEMA. This consists of the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and FEMA's Training Partner Programs, including the Continuing Training Grants (CTG), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), and other partners. The catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope and the increasing training needs of federal, state, local, territorial, and tribal audiences. The catalog can be accessed at <http://www.firstrespondertraining.gov>.
- iv. Proposed attendance at training courses and all associated costs leveraging the FY 2022 SLCGP must be included in the Subrecipient's Investment Justification. Proposed attendance at training and all associated costs using SLCGP must be included in the Subrecipient's Investment Justification.
- v. Some training activities require Environmental and Historic Preservation Review, including exercises, drills, or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

8. Exercises.

- i. Exercise costs are allowable under this program. Exercises conducted with grant funding should be managed and run consistent with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is at <https://www.fema.gov/emergency-managers/nationalpreparedness/exercises/hseep>.
- ii. Any exercise conducted with SLCGP grant funds must comply with the Nation Incident Management System (“NIMS”) requirements. These requirements can be found at <https://www.fema.gov/sites/default/files/2020-04/Homeland-Security-Exercise-and-Evaluation-Program-Doctrine-2020-Revision-2-2-25.pdf>. Exercise documentation, including but not limited to objectives, after-action reports, and participants, must be coordinated with and submitted to the GEMA/HS.

9. Management and Administration (“M&A”).

- i. Subrecipients that receive an award under this program may use and expend up to five percent (5%) of their FY 2022 SLCGP funds for M&A purposes.
- ii. M&A costs are for activities directly related to the management and administration of the award, such as financial management and monitoring, submitting required programmatic and financial reports, establishing, and maintaining equipment inventory.

10. Indirect (Facilities & Administrative (F&A)) Costs. Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of subrecipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f). Subrecipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award.

11. Construction and Renovation. Any Subrecipient project that involves construction and renovation cost must contact GEMA/HS prior to submission. All Subrecipients must request and receive approval from DHS/FEMA before any funds are used for construction or renovation.

12. 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 C.F.R. § 200.317-326.

D. Unallowable Costs. The following projects and costs are considered **ineligible** for award consideration:

1. Initiatives that duplicate capabilities being provided by the Federal Government;
2. Reimbursement of pre-award security expenses;
3. To supplant state or local funds; however, this shall not be construed to prohibit the use of funds from a grant under this FY 2022 SLCGP DHS/FEMA NOFO for otherwise permissible uses on the basis that the Subrecipient has previously used SLT funds to support the same or similar uses;
4. For any recipient cost-sharing contribution;
5. Payment of a ransom from cyberattacks;
6. For recreational or social purposes, or for any purpose that does not address cybersecurity risks or cybersecurity threats on SLT information systems;
7. Lobbying or intervention in federal regulatory or adjudicatory proceedings;
8. Suing the federal government or any other government entity;
9. Paying for cybersecurity insurance;
10. Acquiring land or to construct, remodel, or perform alternations of buildings or other physical facilities; or
11. For any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the eligible entity that receives the grant or a local government within the jurisdiction of the eligible entity.

VI. GENERAL PROHIBITIONS

- A. Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

- B. Federal Employee Prohibition.** Federal employees are prohibited directly benefiting from any funds under this Agreement.
- C.** The employment of unauthorized aliens by the Subrecipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient 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.

VII. MODIFICATIONS

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 FY22 SLCGP 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.

VIII. SUSPENSION

In the event Subrecipient fails to comply with any term of this Grant, GEMA/HS may, upon written notification to Subrecipient, suspend this Agreement, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant’s funds.

IX. TERMINATION

- A.** Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the 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 SLCGP grant-funded equipment purchased under this agreement to GEMA/HS or whomever GEMA/HS shall designate, without cost, as directed by GEMA/HS.

- C. GEMA/HS may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under O.C.G.A. Section 50-18-70 et seq.
- D. GEMA/HS may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.
- E. **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.
- F. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination.
- G. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to GEMA/HS because of any breach of Agreement by the Subrecipient. GEMA/HS may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due GEMA/HS from the Subrecipient is determined.
- H. **Subrecipient's Responsibilities Upon Termination.** If GEMA/HS provides a notice of termination to the Subrecipient, except as otherwise specified by GEMA/HS in that notice, the Subrecipient shall:
 - 1. Stop work under this Agreement on the date and to the extent specified in the notice.

2. Complete performance of such part of the work that has not been terminated by GEMA/HS, if any.
3. Take such action as may be necessary, or as GEMA/HS may specify, to protect and preserve any property which is in the possession and custody of the Subrecipient, and in which GEMA/HS has or may acquire an interest.
4. Transfer, assign, and make available to GEMA/HS all property and materials belonging to GEMA/HS upon the effective date of termination of this Agreement. No extra compensation will be paid to the Subrecipient for its services in connection with such transfer or assignment.

I. 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 attachments 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, completing and returning the Acknowledgment Form to GEMA/HS in the time required, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

X. CLOSING OF THIS GRANT.

- A.** GEMA/HS will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, GEMA/HS will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, GEMA/HS will recover the unused funds.
- B.** At the completion and closure of all Subrecipient's projects (subawards), GEMA/HS will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.
- C.** The closeout of this Grant does not affect:

1. DHS/FEMA or GEMA/HS' right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Agreement that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Agreement after the expiration or termination of this Agreement.

XI. INDEMNIFICATION.

- A. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and GEMA/HS, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or GEMA/HS.
- B. The Subrecipient shall fully indemnify, defend, and hold harmless the State and GEMA/HS from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to GEMA/HS' misuse or modification of the Subrecipient's products or GEMA/HS' operation or use of the Subrecipient's products in a manner not contemplated by the Agreement. GEMA/HS will not be liable for any royalties.

XII. DISPUTE RESOLUTION.

- A. Disputes concerning performance under the Agreement will be decided by GEMA/HS, who shall reduce the decision to writing and serve a copy to the Subrecipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in Superior Court of Fulton County, Georgia. Subrecipient hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

- B. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

XIII. COMPLIANCE WITH LAW

- A. **Compliance With Applicable Laws And Regulations.** It is understood and agreed that nothing contained in this Agreement, or any related agreement shall require any of the Parties herein to violate any policies of GEMA/HS, DHS, or any laws or regulations of the United States or the State of Georgia.
- B. **State Laws.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Georgia.
- C. **Jurisdiction And Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this Agreement, such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- D. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Agreement that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Agreement without written amendment to this Agreement and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or GEMA/HS determines that changes are necessary to this Agreement after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Agreement.
- E. **Conflict of Interest.** This Agreement is subject to the State of Georgia Code of Ethics found in O.C.G.A. § 45-10-1. The Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Subrecipient shall also disclose the name of any state employee who owns, directly or indirectly, more than a five percent (5%) interest in the Subrecipient or its affiliates.
 - 1. Subrecipients should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict-of-interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials, or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:

- a) Using his or her official position for private gain;
- b) Giving preferential treatment to any person;
- c) Losing complete independence or impartiality;
- d) Making an official decision outside official channels; or
- e) Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Subrecipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

F. Boycott Of The Nation Of Israel Prohibited. Each Party certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this Agreement.

G. Drug-Free Workplace. The Parties hereby certify as follows:

- 1. The Parties will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
- 2. If the Parties have more than one employee, that Party shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq., throughout the duration of this Agreement; and
- 3. Parties will secure from any sub-contractor hired to work on any job assigned under this Agreement the following written certification: “As part of the subcontracting contract with (the Party’s name). (Sub-Contractor’s Name) certifies to (the Party’s name) that a drug-free workplace will be provided for the sub-Contractor’s employees during the performance of this MOU pursuant to paragraph 7 of subsection (b) of O.C.G.A. § 50-24-3.”
- 4. A Party may be suspended, terminated, or debarred if it is determined that:
 - a) A Party has made false certification here in above; or

- b) A Party has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3(b).

H. Sexual Harassment Prevention.

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If any of the Parties, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, that Party may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- 1. If the Party is an individual who is regularly on State premises or who will regularly interact with State personnel, that Party certifies that:
 - a) the Party has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - b) the Party has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

c) Upon request by the State, the Party will provide documentation substantiating the completion of sexual harassment training.

2. If the Party has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, that Party certifies that:

a) the Party will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

b) the Party has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

c) Upon request of the State, the Party will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

I. **Debarred, Suspended, and Ineligible Status.** The Parties certify that each Party and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Each Party will immediately notify the other Party if the Subrecipient and/or any subcontractors are debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

XIV. NOTICE

A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing GEMA/HS' Grant Manager and delivered by standard or electronic mail using the correct information provided below.

If to Georgia Emergency Management and Homeland Security Agency:

Sheneka Turner
Preparedness Grants & Programs Manager
935 United Avenue Southeast
Atlanta, Georgia 30316
Sheneka.Turner@gema.ga.gov
Office: 404-635-7068
Cell: 470-332-6784

- B.** In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party.

XV. PROCUREMENT AND CONTRACTING.

- A.** The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).
- B.** As required by 2 C.F.R. §200.318(i), the Subrecipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”
- C.** As required by 2 C.F.R. §200.318(b), the Subrecipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to GEMA/HS, the progress of any and all subcontractors performing work under this Agreement.
- D.** Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. GEMA/HS shall review the solicitation and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent

with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to publish a competitive solicitation, this review may allow GEMA/HS to identify deficiencies in the vendor requirements or in the commodity or service specifications. GEMA/HS' review and comments shall not constitute an approval of the solicitation. Regardless of GEMA/HS' review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from GEMA/HS that the solicitation is deficient, then GEMA/HS may:

1. Terminate this Agreement in accordance with the provisions outlined in Section IX, *Termination* above; and,
2. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.

E. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any contemplated contract prior to contract execution. GEMA/HS shall review the unexecuted contract and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to execute a subcontract, this review may allow GEMA/HS to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. GEMA/HS's review and comments shall not constitute an approval of the subcontract. Regardless of GEMA/HS' review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from GEMA/HS that the subcontract is non-compliant, then GEMA/HS may:

1. Terminate this Agreement in accordance with the provisions outlined in Section IX, *Termination* above; and,

2. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.
- F.** The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold GEMA/HS and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- G.** As required by 2 C.F.R. §200.318(c)(1), the Subrecipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”
- H.** As required by 2 C.F.R. §200.319, the Subrecipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Subrecipient shall not:
1. Place unreasonable requirements on firms in order for them to qualify to do business;
 2. Require unnecessary experience or excessive bonding;
 3. Use noncompetitive pricing practices between firms or between affiliated companies;
 4. Execute noncompetitive contracts to consultants that are on retainer contracts;
 5. Authorize, condone, or ignore organizational conflicts of interest;
 6. Specify only a brand name product without allowing vendors to offer an equivalent;
 7. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 8. Engage in any arbitrary action during the procurement process; or,
 9. Allow a vendor to bid on a contract if that bidder was involved with developing or
 10. drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

- I. Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Subrecipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- J. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as O.C.G.A. §50-5-50 et seq.
- K. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as O.C.G.A. §50-5-50 et seq.
- L. FEMA has developed helpful resources for Subrecipients when procuring with federal grant funds because Subrecipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Subrecipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:
 - 1. 2023 Procurement Disaster Assistance Team (PDAT) Roadmap to Procurement Compliance available at https://www.fema.gov/sites/default/files/documents/fema_roadmap_procurement_compliance_checklist.pdf.
- M. Contract Provisions. All contracts executed using funds awarded under this Agreement shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- N. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - 1. Procurement by micro purchase
 - 2. Procurement by small purchase
 - 3. Procurement by sealed bid
 - 4. Procurement by competitive proposal

5. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods
- O. **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 a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- P. 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 a non-competitive agreement. All sole-source procurements as defined in 2 C.F.R. § 200.320(f) must receive prior written approval from GEMA/HS.
- Q. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R. §200.321.

XVI. SUBCONTRACTING.

- A. 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.
- B. The Subrecipient understands that any public contracts and subcontracts funded by the SLCGP 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.

XVII. MONITORING

- A. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.
- B. GEMA/HS or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Agreement and of the adequacy and timeliness of Subrecipient's performance pursuant to this Agreement. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Agreement, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure

by Subrecipient to take action specified in the monitoring report may be cause for termination of this Agreement pursuant to the Termination Section herein.

- C. Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.
- D. In addition to reviews of audits conducted in accordance with federal auditing requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by GEMA/HS staff, limited scope audits, and other procedures.

XVIII. REPORTS

- A. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide GEMA/HS with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by GEMA/HS.
- B. **Equipment Inventory Report.** 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 the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states ““Purchased with funding from the Georgia Emergency Management and Homeland Security Agency with funds provided by the U.S. Department of Homeland Security”. The decal will be provided 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 approval or other instructions for disposal to the Subrecipient.
 - 1. Inventory records must be maintained which include:
 - i. Award number; • Description of the property;
 - ii. Serial number or other identification number; • Source of the property (brand/manufacturer);
 - iii. Vendor of the property;
 - iv. Identification of title holder;
 - v. Acquisition date;
 - vi. Cost of the property;
 - vii. Percentage of Federal participation in the cost of the property;
 - viii. Location of the property;

- ix. Use and condition of the property; and
- x. Disposition data, including the date of disposal and sale price.

C. Quarterly Progress Report (Progress Report). The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS quarterly through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.

The following reporting periods and due dates apply:

<u>Quarter</u>	<u>Date Range</u>	<u>Due Date</u>
<u>First Quarter</u>	October 1 – December 31	January 31
<u>Second Quarter</u>	January 1- March 31	April 30
<u>Third Quarter</u>	April 1 – June 30	July 31
<u>Fourth Quarter</u>	July 1 – September 30	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.

- D. 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.
- E. Grant Closeout Report.** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final Progress Report. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be de-obligated.
- F.** If all required reports and copies are not sent to GEMA/HS or are not completed in a manner acceptable to GEMA/HS, then GEMA/HS may withhold further payments until they are completed or may take other action.
- G.** The Subrecipient shall provide additional program updates or information that may be required by GEMA/HS.

XIX. AUDITS

A. Audit of Federal Funds.

1. 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.
2. Subrecipient's performance under the Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) Part 200 hereinafter referred to as the "Uniform Guidance."
3. 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") Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 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.
4. 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.

B. Right to Audit. Subrecipient shall give DHS, FEMA, CISA, the Comptroller General of the United States, the Georgia Department of Audits and Accounts, GEMA/HS, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received, and performances rendered under this Agreement. Subrecipient shall permit GEMA/HS or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.

C. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to GEMA/HS for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to GEMA/HS of such disallowed costs shall be paid

by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

- D. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GEMA/HS may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- E. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.
- F. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.
- G. Subrecipient's must submit audit reports 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.

XX. RECORDS

- A. **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 that 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 (3) years from the date that the DHS closes the State of Georgia's 2022 SLCGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

1. The following are the only exceptions to the 3-year requirement:
 - i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - ii. When GEMA/HS or the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
 - iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.
 - v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

B. Access to Records. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and GEMA/HS, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

C. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require

procurement records, including pricing information, and other records to be made public unless otherwise provided by law. The Parties agree that this Agreement, any related purchase orders, related invoices, and related pricing lists will be public documents, and may be available for distribution. The Parties give each other express permission to make copies of this Agreement, any related purchase orders, related invoices, and related pricing lists. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

D. SLCGP Specific Requirements.

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Subrecipient's approved application for funding incorporated into this Agreement.
2. Subrecipients are required to complete the Nationwide Cybersecurity Review, <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs, to benchmark and measure progress of improvement in their cybersecurity posture. Completion should continue annually. For more information, visit the Nationwide Cybersecurity Review's website at <https://www.cisecurity.org>.
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's Cyber Hygiene Information Page.
4. Subrecipients may retain a maximum of up to five (5) percent of the SLCGP grant agreement amount for management and administration activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

E. Program-Specific Required Forms and Information. The following program-specific forms or information are required to be submitted in ND Grants as attachments:

1. SLCGP Investment Justifications. Each eligible entity is required to submit complete project-level information detailing how the program objectives and goals will be met to develop, implement, or revise its Cybersecurity Plan; establish a Cybersecurity Planning Committee; conduct assessments

and evaluations; and adopt key cybersecurity best practices. The FY 2022 Investment Justification must include the following information:

- i. Only one application will be submitted by the eligible entity. It must include a brief description of the capabilities of the SLT agencies across the eligible entity related to the required elements of the Cybersecurity Plan.
 - ii. The application will consist of up to four investments, one for each SLCGP objective (See Exhibit 1 for more information on the goal and objectives).
 - iii. Investments for SLCGP Objectives 1, 2, and 3 must have at least one project. Investments for SLCGP Objective 4 are optional for the FY 2022 SLCGP; however, it is important to note that identifying and mitigating gaps in the cybersecurity workforce, enhancing recruitment and retention efforts, and bolstering the knowledge, skills, and abilities of personnel are still statutory requirements for Cybersecurity Plans to address even if the eligible entity does not use grant funds to carry this out.
 - iv. Requests to use funding to address imminent cybersecurity threats must be addressed in the Investment Justification (“IJ”) for Objective 3.
 - v. Each investment must describe how each project aligns to the Subrecipient’s Cybersecurity Plan if applying for a grant to implement or revise the Cybersecurity Plan, or will align with the entity’s Cybersecurity Plan if applying for a grant to develop a Cybersecurity Plan. Subrecipients must also describe how implementing the plan will be measured (metrics).
 - vi. Each project must include an explanation of how the proposed project(s) will achieve the program objectives as identified in Exhibit 1. A project schedule with clearly defined milestones must also be included.
2. Cybersecurity Plan. Each eligible entity is required to submit its Cybersecurity Plan that adheres to the 16 required elements identified in section 2220A of the Homeland Security Act of 2002 as amended by the BIL and included in Appendix C of the FY 2022 SLCGP DHS/FEMA NOFO unless the eligible entity is applying for funds to develop a Cybersecurity Plan as described more below. The Cybersecurity Plan must include a description of Subrecipient’s roles, an assessment of capabilities for each element, address resources and timeline for implementing the Plan,

and identify metrics. Subrecipient governments are encouraged to take a holistic approach in the development of their Plan as entities must be able to sustain capabilities once SLCGP funds are no longer available. The role of state entities as coordinator and service provider to local entities should be encouraged and supported. For more information on the Cybersecurity Plan, please refer to Appendix C of the FY 2022 SLCGP DHS/FEMA NOFO.

3. Cybersecurity Planning Committee Membership List. The Cybersecurity Planning Committee should be seen as a platform to identify and then prioritize state-wide efforts, to include identifying opportunities to consolidate projects to increase efficiencies. Each eligible entity is required to submit confirmation that the committee is comprised of the required representatives. The Subrecipient must also confirm that at least one-half of the representatives of the committee have professional experience relating to cybersecurity or information technology. For more information on the composition of the Cybersecurity Planning Committee, including how to leverage existing planning committees, please refer to Appendix B of the FY 2022 SLCGP DHS/FEMA NOFO.
4. Cybersecurity Planning Committee Charter. The Cybersecurity Planning Committee Charter must be submitted with the Cybersecurity Planning Committee Membership List attached as specified in Appendix B of the FY 2022 SLCGP DHS/FEMA NOFO.
5. Cybersecurity Plan Submission Exception Request (if applicable).
 - i. Subrecipients may request an exception to submitting their Cybersecurity Plan at the time of application. The exception request must be supported by the Chief Information Officer (“CIO”), Chief Information Security Office (“CISO”), or equivalent official.
 - ii. If an exception is requested, SLCGP funds can only initially be used for activities that are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent cybersecurity threats. Activities integral to the development of a Cybersecurity Plan are limited to investments and projects aligned to Objective 1 and Objective 2 as listed in Exhibit 1. Activities to address imminent cybersecurity threats are limited to investments and projects aligned to Objective 3 as listed in Exhibit 1.
 - iii. The Subrecipient must also include a certification, either as a separate document or as part of the applicable IJ(s), that all activities funded by the grant are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent

cybersecurity threats, as confirmed by the Secretary, acting through the CISA Director, to the information systems owned or operated by, or on behalf of, the eligible entity or a local government within the jurisdiction of the eligible entity. If grant funding is necessary to assist with activities that address imminent cybersecurity threats, then that should be noted on the applicable IJ.

- iv. Subrecipient seeking funding to develop a Cybersecurity Plan must still submit IJs for Objectives 1, 2, and 3, noting that they will need to be updated once the Cybersecurity Plan is completed and approved. It is still optional to submit an IJ for Objective 4 as listed in Exhibit 1.
- v. Once the Cybersecurity Plan is completed and approved by the Cybersecurity Planning Committee and CIO, CISO, or equivalent official, the applicant must then submit updated IJs for Objectives 1, 2, and 3, along with an updated IJ for Objective 4 if one was previously submitted, to DHS with the approved Cybersecurity Plan.
- vi. The following is required to request an exception:
 - a) Statement from the Subrecipient as to why they do not have an approved Cybersecurity Plan;
 - b) High-level plan, including dates and milestones, for completing and submitting the Plan to DHS; and
 - c) Signatures of support from the eligible entity and CIO, CISO, or equivalent official.

F. Other Federal Records Requirements.

- 1. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from GEMA/HS or the Subrecipient when it determines that the records possess long-term retention value.
- 2. In accordance with 2 C.F.R. §200.336, GEMA/HS must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then GEMA/HS must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control

reviews, provide reasonable safeguards against alteration, and remain readable.

3. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or GEMA/HS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Fusion Centers. The Subrecipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

1. The Subrecipient agrees that Homeland Security Information Network must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the federal, state, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing SLCGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

H. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the approved Budget Cost Lines and all other applicable laws and regulations.

XXI. Special Conditions.

A. The Subrecipient agrees to comply with the FY 2022 State and Local Cybersecurity Grant Program Agreement Articles and FY 2022 State and Local Cybersecurity Grant Program Amendment Letter, included with this Agreement as Attachment B and C, respectively. References in the attachment to “recipient” apply to the Subrecipient’s requirements as subrecipient.

B. 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.

- C. **Protected Critical Infrastructure Information.** Protected Critical Infrastructure Information (“PCII”) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (“CIIA”), 6 U.S.C. §§131 - 134, which created a new framework, that enables state and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The CIIA also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies (“SAA”) to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement with DHS, appointing a PCII Officer, and implementing a self-inspection program.
- D. **Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 C.F.R. Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two (2) 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. **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 requires 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 SLCGP 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 requires specific documentation of NEPA compliance.
4. 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 SLCGP funding.
5. For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the FY 2022 SLCGP DHS/FEMA NOFO (Attachment H) and FEMA's Information Bulletins 329, 345, 356, 371, 404, and 404 available at <https://www.fema.gov/grants/tools/environmental-historic/preparation-resources>.

F. Federal Funding Accountability and Transparency Act ("FFATA").

1. All new subawards under this grant of \$30,000 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.
2. 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:
 - i. 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
 - ii. 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.

iii. Additional information regarding the FFATA requirements can be found at the following links:

a) <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>

b) www.fsr.gov.

G. National Incident Management System (NIMS)

1. National Initiatives: Prior to allocation of any Federal preparedness awards in FY 2022, Subrecipients must ensure and maintain adoption and implementation of the NIMS. Although not required by DHS/FEMA, GEMA/HS requires SLCGP Subrecipients to maintain the adoption and implementation of NIMS. DHS/FEMA describes the specific training and activities involved in NIMS implementation in the NIMS Training Program <https://www.fema.gov/training-0> and the NIMS Implementation Objectives <https://www.fema.gov/implementation-guidance-and-reporting>.

2. Incident management activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies). Utilization of the standardized resource management concepts such as typing, credentialing, and inventorying promote a strong national mutual aid capability needed to support the delivery of core capabilities. Recipients should manage resources purchased or supported with DHS/FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications are available on DHS/FEMA's website at <https://www.fema.gov/resource-management-mutual-aid>.

H. Disposition of Equipment Acquired Under the Federal Award (Article XLVIII). For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

I. 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 acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

- J. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any attachments 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.

XXII. MISCELLANEOUS TERMS

- A. **Headings.** The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.
- B. **Severability.** If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
- C. **Survivability.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Agreement. All obligations of the Parties incurred or existing under this Agreement as of the date of expiration or termination will survive the termination or expiration of this Agreement.
- D. **Assignment.** A Party may, nor will it have the power to, assign or novate this Agreement with the consent of the other Parties.
- E. **Dispute Resolution.** In the event of any conflict involving activities conducted pursuant to this Agreement, the Parties will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective Parties organizations to resolve the issue at the staff level. If the matter cannot be resolved, the issue will be discussed by the respective decision-makers. Nothing in this section shall be construed to restrain the Parties from issuing correspondence, or other formal written communications to document or clarify an issue that is in conflict or dispute.

F. Sanctions. If a Subrecipient materially fails to comply with the terms and conditions of an award, GEMA/HS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award.
4. Withhold future awards for the project or program.
5. Pursue any other legal remedy that may be available.
6. Require reassignment of any tangible or intangible items purchased with SLCGP grant funding to another local jurisdiction.

G. Reservation of Rights. This Agreement will in no way diminish or otherwise affect the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations nor will it affect the Parties' abilities or rights to raise any defenses available under law in the event that one Party initiates an administrative or judicial enforcement action against another Party. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to prohibit the Parties from using information developed under this Agreement in furtherance of their statutory duties, rights, and obligations.

H. Parties' Signature and Authority. The Parties' representatives, in signing this Agreement, sign only as properly authorized representatives of their respective Parties and do not assume any personal liability thereby. The Parties' representatives executing this Agreement warrant that they have full and current legal authority to act and contract on behalf of their Parties.

1. Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State of Georgia is James C. Stallings, Authorized Recipient Official. The State has designated Linda Criblez as the Program Manager of this program. The Subrecipient's Authorized Official has the 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 ten (10) of this agreement.

XXIII. Entire Agreement; Waiver; Signature and Delivery.

This Agreement, including the incorporated Attachments and Exhibits, supersedes all prior agreements, both verbal and written, and any discussions and writings and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind their respective entities designated below as of the day, month, and year indicated.

**GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

Augusta-Richmond County

(NAME OF SUBRECIPIENT)

Signature

Signature

Printed Name of Signatory

Printed Name of Signatory

Title of Signatory

Title of Signatory

10 / 01 / 2024
Date of Signature

10 / 01 / 2024
Date of Signature

58-2204274
Agency FEID (XX-XXXXXXX)

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Agency UEI Number (XXXXXXXXXX)

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 (0348-0042), 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 assistance 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 costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of 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).
9. 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.
10. Will comply with all Federal statutes relating to non-discrimination. 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.

11. 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the 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.
13. 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.
14. Will comply 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.
15. 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).
16. 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.
17. 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.).
18. 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."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. 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

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.

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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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED November 4, 2024

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

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

_____ Agency _____

_____ Authorized Signature _____ Date _____