

MEMORANDUM OF AGREEMENT

BETWEEN

EFFINGHAM COUNTY, GA,

MONTGOMERY COUNTY, GA,

THE GEORGIA DEPARTMENT OF HUMAN SERVICES,

THE GEORGIA DEPARTMENT OF PUBLIC HEALTH,

THE AMERICAN RED CROSS OF GEORGIA,

AND

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

I. PARTIES

This Memorandum of Agreement (“MOA”) is made and entered into by and between Montgomery County, Georgia, (“Host County”), Effingham County, Georgia (“Risk County”), the Georgia Emergency Management and Homeland Security Agency (“GEMA/HS”), the Georgia Department of Human Services (“DHS”), the Georgia Department of Public Health (“DPH”), and the American Red Cross of Georgia (“ARC”) (collectively, the “Parties,” and individually, a “Party”). The Parties hereby agree as follows:

II. PURPOSE

The purpose of this MOA is to define the roles and responsibilities required for establishing shelters for Critical Transportation Need (“CTN”) evacuees from a Risk County evacuating to a Host County during a disaster or emergency. For the purposes of this MOA, the shelter for CTN evacuees (“CTN Shelter”) will be established in the assigned Host County as referenced in the County-to-County Agreement Summary, attached hereto as Exhibit 2.

This MOA will detail the process, protocols, coordination, and support requirements necessary to conduct effective operations in the CTN Shelter.

This MOA utilizes the Georgia Shelter Plan in accordance with the Georgia Emergency Operations Plan activated by the Governor declaring a State of Emergency. The Georgia Shelter Plan is intended to support all Georgia counties should they encounter impacts that are beyond their local sheltering capabilities for all hazards that may impact the State and allow for all Counties to make use of the processes within the Georgia Shelter Plan and implemented through this MOA.

III. AUTHORITIES AND REFERENCES

This MOA is authorized under the provisions of the Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq., the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the “Stafford Act”), P.L. 93-288 as amended, 42 U.S.C. § 5121 et. seq., and O.C.G.A. § 36-69-3.1, authorizing counties to enter into agreements for the provision of law enforcement services in a local emergency. This MOA incorporates by reference the Georgia Emergency Operations Plan, the Georgia Shelter Plan, and the Federal Emergency Management Agency’s (“FEMA”) Fourth Edition (Version 4) of the Public Assistance Program and Policy Guide (“PAPPG”), available at https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf.

IV. DEFINITIONS

- A. County Pick Up Point (“CPP”): A centralized pickup location within the Risk County where CTN evacuees are brought to be registered, triaged, and transported out of the risk area.
- B. Critical Transportation Need (“CTN”): an evacuee that does not have the means to transport themselves out of a risk area and in need of government supported assistance. CTN evacuees are either on the Hurricane Registry or Transit Dependent Individuals.
- C. Hurricane Registry- A registry of individuals with certain healthcare conditions who need transportation or medical assistance and have no resources such as family to help them evacuate if a hurricane is threatening. The Hurricane Registry is a list maintained by the health departments in the 8 Georgia counties of the Coastal Health District (9-1).
- D. Critical Transportation Need Shelter (“STN Shelter”): Shelter(s) created in Host County for Critical Transportation Need evacuees in Risk County.¹
- E. Emergency Support Function 6 (“ESF-6”): Mass Care, Emergency Assistance, Housing, and Human Services coordinates the delivery of mass care, emergency assistance, housing, and human services s when local, response and recovery capabilities are overwhelmed.
- F. Emergency Support Function 8 (“ESF-8”): Public Health and Medical Services provides the mechanism for coordinated assistance to supplement local resources in response to a public health and medical disaster, potential or actual incidents requiring a coordinated response, and/or during a developing potential health and medical emergency.

¹ These shelters are not intended to be used for prolonged periods of time and should only be considered as short term, safe facilities for affected residents until such time as they are allowed to return to their homes, or the decision is made to transition to general sheltering.

- G. Emergency Support Function 11 (“ESF-11”): Agriculture and Natural Resources supports local authorities to support agencies/organizations that prepare for, respond to, recover from, and mitigate the effects of disaster on Georgia’s agricultural and natural resources, including providing for the safety and well-being of household pets during an emergency response or evacuation situation.
- H. Georgia Shelter Task Force (“STF”): A group of State agencies and offices comprised of GEMA/HS, DHS, ARC, DPH, Technical College System of Georgia (“TCSG”), Georgia Department of Behavioral Health and Developmental Disabilities (“DBHDD”), Georgia Department of Agriculture, and the Georgia Department of Public Safety, that prepares, coordinates, and responds to All-Hazards events in the State of Georgia.
- I. Host County: Any County willing to establish shelters and accept evacuees from another Georgia County requiring assistance.
- J. Mass Care: Includes sheltering, feeding operations, emergency first aid, bulk distribution of emergency items, and collecting and providing information on impacted residents to family members. This function also includes consideration and planning for individuals with disabilities and access and functional needs.
- K. Risk County: Any County impacted by an event, whether notice or no-notice, that requires sheltering and/or evacuations.
- L. State Operations Center (“SOC”): A multi-agency coordination center consisting of command staff, general staff, and ESFs assigned responsibilities issued by the Governor and organized into functional branches used to respond to disasters or emergencies that require a coordinated state response.

V. ACTIVATION AND TIMELINES

- A. Activation. This MOA may be activated in the following circumstances:
 - 1. When the Risk County or the State anticipates a catastrophic natural or human-caused event, or when an event has or is anticipated to completely overwhelm local capabilities and will need assistance from the Host County; or
 - 2. The Governor has activated the State Emergency Operations Plan and has declared a state of emergency pursuant to O.C.G.A. § 38-3-51 or a local government has declared a state of emergency pursuant to O.C.G.A. § 36-69-2; or

3. A Risk County recognizes a gap in their ability to shelter their population. In such situations, the Risk County should contact their pre-arranged Host County to execute the responsibilities within the Georgia Shelter Plan and this MOA. Should there be a conflict between the Georgia Shelter Plan and the MOA between the risk and host county, the MOA shall control.

B. Timelines:

1. The timeline for activation of the agreed upon sheltering plan between the Host and Risk Counties is outlined in Timeline of Operations for Activation of County-to-County Agreements, incorporated and attached hereto as Exhibit 1. Specific arrangements between the Host and Risk Counties will be determined and memorialized in the Scope of Work, attached hereto as Attachment B.
2. If the pre-arranged Host County is not available, the Risk County may request assistance from GEMA/HS in finding an alternative Host County.
 - a) In notice events, the request for State assistance in identifying an alternate host county should be made at least forty-eight (48) hours prior to anticipated sheltering needs. For any requests made after the 48-hour pre-impact mark, shelter support services may be limited to necessities, with limited staffing and wraparound services. Should the sheltering event move beyond emergency evacuation sheltering, sheltering support services will be added as appropriate for the situation and population as agreed within this MOA.
 - b) For no notice events, the State will work with potential Host Counties to establish CTN Shelters as soon as practicable.
3. If no Host Counties are available to support the anticipated needs or the needs are expected to exceed the current Host County capacity, the State will begin working with private sector business/industry partnerships and non-profits active in disaster (“VOADS”) to establish shelters for Risk County.

VI. TERM.

This MOA shall become effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOA. This MOA shall remain in full force and effect until and unless terminated through written notice by any of the Parties. If such written notice is not provided, this MOA will automatically renew for another one (1) year term. Termination or expiration of this MOA shall not affect any obligations which by their nature survive termination or expiration.

VII. TERMINATION.

- A. Approximately four (4) months prior to the beginning of each calendar year's Atlantic Hurricane Season (about February of each year), the Parties shall meet to review and negotiate any revisions that would be incorporated into that year's MOA.
- B. On or before April 1 of each calendar year the Parties shall report the any known resource gaps to GEMA/HS and the STF and determine the readiness status of executing the MOA.
- C. This MOA may be terminated by any Party giving one hundred eighty (180) days written notice to the other Parties. Once executed by all Parties, the MOA cannot be terminated during that calendar year's Atlantic Hurricane Season as defined by the National Hurricane Center, approximately June 1st through November 30th.
- D. Upon expiration of the term of this MOA or termination of the MOA, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another and shall arrange for a proper accounting and work plan for any and all such obligations.

VIII. RESPONSIBILITIES

A. Risk County Responsibilities:

- 1. Preparedness
 - a) Provide updated CTN evacuee estimates to Host County and Georgia Shelter Taskforce prior to April 1st each year.
 - b) Communicate with Public Health to maintain up to date status of the County's Hurricane Registry.
 - c) Maintain transportation contracts for individuals on CTN evacuees.
 - d) Develop plans to manage and operate CPPs for CTN evacuees.
 - e) Work to address the sheltering needs and evacuation needs identified within the county with county resources.
 - f) Annually Update and review CTN Shelter MOA with Host County.
 - g) Work with Host County, the STF, and RC to exercise shelter plan.

2. Response

- a) Assess the hurricane threat and make key evacuation decisions based on the potential risks to the community.
- b) Issue evacuation orders.
- c) Ensure that all planning partners and stakeholders are aware of the evacuation order.
- d) Confirm with Host County Shelters are ready to take CTN evacuees.
- e) Notify Host County CTN Buses are enroute.
- f) Upload CTN Bus rosters to WebEOC.
- g) Activate local transportation plans and CPPs.
- h) Notify host county when last CTN transportation has left CPP and active evacuation operations are concluding.

3. Recovery

- a) Conduct damage assessments and determine areas in which evacuees can return home. Determine county post event status level and report to GEMA/HS via WebEOC
- b) If necessary, set up local sheltering options for individuals that cannot return to their homes.
- c) Work with host county to ensure applicable shelter costs are reimbursed.

B. Host County Responsibilities:

1. Preparedness

- a) Develop agreements with local facilities and planning partners to build and maintain a shelter capability.

- b) Work with the Red Cross and Georgia Shelter Taskforce to ensure the local shelter plan is ready to accommodate evacuating populations.
- c) Local shelter plan should include applicable reimbursement policies.
- d) CTN host counties should prepare and plan for accepting CTN buses to shelter facilities.
- e) Maintain agreements with private industry vendors to support local sheltering needs.
- f) Work with the local partners to resource and manage shelter facilities.

2. Response

- a) Initiate local hurricane evacuation shelter plans.
- b) Work with Red Cross and State to open shelters as needed for hurricane evacuees.
- c) Report shelter populations every four (4) hours in WebEOC during the evacuation process.
- d) Report shelter populations every 12 hours once the evacuation is complete.
- e) Execute local contracts for wrap around services as needed.
- f) Request additional resources from the State once local resources are exhausted.
- g) Track costs associated with shelter operations include facility use, feeding, vendor agreements, staffing costs, etc.

3. Recovery

- a) Close shelters and assist Risk County with the tracking of evacuees as they return home.
- b) Work with Risk County and the STF to recoup any eligible shelter related expenses.

C. GEMA/HS Responsibilities:

1. Coordinate and be ready to assist local government with identifying evacuation needs and capabilities of communities.
2. Control and direct the implementation of a regional or statewide sheltering process for a hurricane or tropical storm making landfall on the coast of Georgia.
3. Responsible for the creation of the Georgia Shelter Plan and the procurement of necessary federal support for same.
4. Activation of a process which will allow for reimbursement to Host and Risk Counties for personnel and services provided to the sheltering program.
5. If the evacuation and/or sheltering resulted from a major disaster or emergency under 44 C.F.R. § 206.36 and § 206.35, respectively.
 - a) GEMA/HS will comply with all requirements of applicable laws and regulations found in 44 C.F.R., 2 C.F.R., 6 C.F.R., and the Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 through 5207.
 - b) GEMA/HS will follow all applicable cost-sharing requirements per 44 C.F.R. § 13.24.
6. Coordinate re-entry efforts with all stakeholders.
7. Assist Host and Risk County with shelter needs, including wraparound services.

D. DHS Responsibilities:

1. DHS is the principal state agency responsible for Mass Care, Housing and Human Services, including shelter services under the ESF-6, as designated by Executive Order of the Governor, and as referenced in the Georgia Emergency Operations Plan (GEOP), developed under the authority of the Georgia Emergency Management Act of 1981 (O.C.G.A. §38-3-1, et seq).
2. Coordinate with other agencies as appropriate during mass evacuations or no notice events to ensure CTN shelters are open in appropriate locations to meet situational needs.
3. Coordinate with ARC to provide support staff at shelters.

4. Provide mass care to disaster victims including fixed site and mobile feeding.
5. Supply emergency first aid services at all mass care facilities and designated sites within the disaster area to supplement emergency health and medical services available to disaster victims and workers.
6. Coordinate and implement the Disaster Supplemental Nutrition Assistance Program (D-SNAP) when appropriate.

E. ARC Responsibilities:

1. Per Congressional mandate and in accordance with their policies, provide Mass Care and Shelter services when requested by the State or Risk or Host County in response to an actual or potential disaster event. Red Cross Mass Care Sheltering functional areas include:
 - a) Sheltering;
 - b) Feeding;
 - c) Health Services;
 - d) Mental Health Services;
 - e) Spiritual Care Services;
 - f) Reunification;
 - g) Distribution of Relief Supplies; and
 - h) Information and Referrals.
2. Provide subject matter experts to coordinate the pre-identification, registration, and operation of CTN Shelters for the general population to include provision of services for individuals with medical and functional needs.
3. Provide fixed and mobile feeding operations and bulk distribution of essential basic supplies (food, water, basic hygiene) to assist CTN evacuees.
4. Meet with representatives of the Risk and Host Counties to engage in Shelter planning and preparedness activities, as appropriate.

5. Provide a liaison to the SOC during large scale operations or upon request.
6. Procure facility agreements with potential shelter site location owners/operators and other community-based sheltering stakeholder organizations, as appropriate.
7. Make Red Cross Mass Care and Shelter training available to designated personnel at no charge to the Host or Risk Counties.
8. Collect individual CTN evacuees' information and provide CTN evacuees an opportunity to register on the ARC "Safe and Well" site by telephone or on-line to help them reconnect with family members from whom they have been separated or to post their status.
9. Coordinate with Risk and Host Counties and STF to identify, inspect, approve, and inventory adequate shelters within the Host Counties prior to a disaster.

F. DPH Responsibilities:

1. Provide technical guidance and dissemination of information to responding agencies and the public, regarding food and water safety, when the incident or correlated power outage may create safety hazards.
2. Conduct periodic health inspections of the shelter, including sanitary inspection, and vector control.
3. Inspect food operations at shelter sites.
4. Conduct disease surveillance, providing infection control recommendations, environmental health hazard identification, and mitigation.
5. Provide mass fatality management coordination.
6. Provide medical needs coordination.
7. Coordinate deployment of Public Health nursing staff to shelters.
8. Nursing Staff responsibilities:
 - a) Support shelter operations health services needs if this function cannot be fulfilled by Red Cross nursing staff.

- b) Monitor/evaluate the health status of the shelter population and prevent the spread of communicable disease.
- c) Treat minor illnesses and injuries using basic first aid.
- d) Assist with prescription medication refills or replacement.
- e) Assess functional limitations of shelter residents to independently manage activities of daily living.

G. Mutual Responsibilities:

1. Maintain close coordination, liaison, and support at all levels with conferences, meetings and other means of communication. Including a representative of the other party(s) in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
2. The relationship created by this MOA is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Parties to this MOA.
3. The Parties will work together to perform the responsibilities required under this MOA. At the request of any Party, a meeting or conference will be held between the Parties' representatives to resolve any problems or develop any improvements in the operation of this MOA.
4. Ensure all disaster relief and assistance be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, disability, English proficiency, or economic status. Section 308 of the Stafford Act.
5. Work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster.
6. Actively participate in reviewing and carrying out responsibilities outlined in the State and Local Emergency Operation Plans (EOPs).
7. During the time of disaster and readiness, keep the public information of the parties' cooperative efforts through the public information offices of the ARC and the STF.

8. Allow the use of each other's facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
9. Any Party which has members of its staff at the shelter must ensure those staff members safeguard evacuees' privacy when collecting, using, maintaining, storing and allowing access to evacuee information.
 - a) Shelter staff should collect only the information that is necessary to register shelter clients, identify appropriate assistance needs, and maintain a safe shelter environment. Shelter staff may not ask for personal information inappropriate for shelter operations, such as social security number, citizenship or immigration status information.
10. Widely distribute this MOA within the ARC's and the STF's departments and administrative offices and urge full cooperation.

IX. CONTACTS

The Principal Contacts for each of the Parties are as follows:

A. Montgomery County, GA
[Host County]

1. Principal Contact:
Name: _____
Title: _____
Address: _____
Address: _____
Mobile Phone: _____
Email: _____
2. Secondary Contact:
Name: _____
Title: _____
Address: _____
Address: _____
Mobile Phone: _____
Email: _____

B. Effingham County, GA

[Risk County]

1. Principal Contact:
Name: Clint Hodges
Title: EMA Director
Address: 804 S Laurel St, Springfield, GA 31329
Mobile Phone: 912-429-3615
Email: chodges@effinghamcounty.org
2. Secondary Contact:
Name: Shanna Smith
Title: EMA Coordinator
Address: 804 S Laurel St
Mobile Phone: 912-429-8734
Email: ssmith@effinghamcounty.org

C. The Georgia Emergency Management and Homeland Security Agency

1. Principal Contact:
Joe Barnum
Mass Care Program Manager
Office: 470-225-3816
Cell: 404-401-5852
joseph.barnum@gema.ga.gov
2. Secondary Contact:
Stella Kim, M.Ed, GA-CEM
Community Recovery Department Manager
Office: 470-372-5001
Cell: 404-860-0517
stella.kim@gema.ga.gov

D. The Georgia Department of Human Services

1. Principal Contact:
Kelly Thompson, MPA, GA-CEM
Director, Emergency Management
47 Trinity Ave. S.W., 2nd Floor
Atlanta, Georgia 30334
Phone: 470-898-6316
kelly.thompson1@dhs.ga.gov
2. Secondary Contact:
Jennifer Hogan

Disaster Preparedness Coordinator
47 Trinity Avenue, S.W., 1st floor
Atlanta, GA 30334
Phone: 404-683-9233 (M)
jennifer.hogan@dhs.ga.gov

E. The Georgia Department of Public Health

1. Principal Contact:
Leah Hoffacker, MPS, EMHP
Director, Public Health Emergency Preparedness
Health Protection Division
200 Piedmont Avenue SE
East Tower, Suite 486K
Atlanta, GA 30334
Cell: 404-390-9491
Leah.Hoffacker@dph.ga.gov
2. Secondary Contact:
Charlisa Bell, MS, CBCP, MEP, Ga-CEM
Deputy Director, Public Health Emergency Preparedness
200 Piedmont Avenue SE
East Tower, Suite 486K
Atlanta, GA 30334
Cell: 678-322-6057
Duty Officer: 855-377-4374
charlisa.bell@dph.ga.gov

F. The American Red Cross of Georgia

1. Principal Contact:
Adelaide Kirk
Regional Disaster Officer
Phone: 706-366-4096
adelaide.kirk@redcross.org
2. Secondary Contact:
Katie Eckardt
Program Manager, Disaster Services
Phone: 706-248-0128
Katie.Eckardt@redcross.org

X. REIMBURSEMENTS

A. General Terms.

1. In consideration of the scope of providing sheltering services the Risk County agrees to reimburse the Host County for all the allowable, allocable, and reasonable costs incurred as outlined in this MOA. The Host County will send the Risk County invoices at least quarterly and no more frequently than monthly, and Risk County agrees to pay Host County within thirty (30) days of receipt of such invoices.
2. The reimbursement process will begin as soon as the Host County incurs costs as the result of operating mass care shelters. It is highly recommended that a person be designated by the Host County to compile and organize this cost data as it is being created. The organization and maintenance of accurate cost records, besides being necessary for reimbursement, will be required for any possible future audits that may be conducted by outside agencies.
3. If the Host and Risk Counties opt to pay upfront for the sheltering services as allowed and reasonable under the Plan, the Parties may later seek reimbursement for eligible expenses under the FEMA Public Assistance program.
4. THE PARTIES SHALL NOT SEEK REIMBURSEMENT OF ANY COST WHERE DUPLICATE FUNDING IS AVAILABLE FROM ANOTHER STATE OR FEDERAL PROGRAM, INSURANCE, OR ANY OTHER SOURCE TO REIMBURSE THE SAME COST.
5. Costs incurred by the parties shall be reasonable pursuant to applicable federal regulations and federal costs principles. A cost is considered reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Reasonable costs per Federal regulation are discussed in greater detail in Sections B. and C. below.
6. Reimbursement is allowed for damage to the facility or other property of the owner of the facility, except for reasonable wear and tear to the extent caused by the operations of the parties. Reimbursement for facility damage will be based on replacement at actual cash value. The Parties, in consultation with the facility or property owner will select from among bids from at least three reputable contractors. The Parties are not responsible for storm damage or other damage caused by the disaster or any third party not under the Parties authority or control.

B. Eligible Costs for Reimbursement. Costs that can be directly tied to the performance

of eligible sheltering work are eligible. To be eligible such costs must be:

1. Reasonable and necessary to accomplish the work and
 2. Compliant with federal, state and local requirements for procurement.
- C. Eligible Regional Sheltering Costs. Eligible regional sheltering costs may include, but are not limited to, the reasonable costs for:
1. **Staff.** Eligible shelter staff costs include, but are not limited to:
 - a) Medical staff;
 - b) Personal assistance service staff;
 - c) Veterinary and animal care staff;
 - d) Public Information Officer;
 - e) Social workers;
 - f) Food service workers;
 - g) Custodial and facilities staff; and
 - h) National Guard personnel.²
 2. **Facilities.** Costs associated with shelter facilities are only eligible for the time the facility is actively used to shelter survivors. Eligible shelter services include, but are not limited to:
 - a) Minor modifications to buildings used for mass sheltering, if necessary to make the facility habitable, compliant with the Americans with Disabilities Act (ADA), functional as a childcare facility, or functional as an animal shelter;
 - b) Facility lease or rent (at the market rate; loss of revenue is not eligible);
 - c) Utilities, such as power, water, and telephone;

² The Governor may activate National Guard personnel to State Active Duty in response to an incident. Labor costs and per diem, if applicable, are eligible for State Active Duty personnel performing eligible work. Both straight-time and overtime are eligible, including fringe benefits.

- d) Generator operation (but not purchase);
- e) Shelter safety and security;
- f) Shelter management;
- g) Supervision of paid and volunteer staff;
- h) Cleaning the shelter, linens, and animal crates;
- i) Phone banks for disaster victims, if essential and necessary; and
- j) Secure storage space for medical supplies.

3. **Supplies and Commodities.** Eligible items are those needed for, and used directly on, the declared disaster, and are reasonable in both cost and need. Examples include:

- a) Hot and cold meals, snacks, beverages, and related supplies for survivors;
- b) Cooking and serving supplies;
- c) Food, water, and bowls for household pets and service and assistance animals;
- d) Durable medical equipment;
- e) Consumable medical supplies;
- f) Medication for animal decontamination and parasite control;
- g) Infant formula, baby food, and diapers;
- h) Refrigerators, microwaves, and crock pots;
- i) Cots, cribs, linens, blankets, pillows, tables, and chairs;
- j) Crates, cages, leashes, and animal transport carriers;
- k) Personal hygiene kits with items such as shampoo, soap, toothpaste, a toothbrush, towels, and washcloths;

- l) Animal cleaning tables and supplies;
 - m) Linens, blankets, pillows;
 - n) Towels and washcloths;
 - o) Televisions and radios (1 per 50 shelter residents; basic CATV service is eligible);
 - p) Computers (1 per 25 shelter residents);
 - q) Internet service, including Wi-Fi;
 - r) Basic cable service;
 - s) Toys and books; and
 - t) Washers and dryers (1 each pers 50 shelter residents).
4. **Labor Costs.** The labor force of the Host County, while providing services under the terms of the MOA to the Risk County will be treated as contract labor, with regular and overtime wages and certain benefits eligible, provided labor rates are reasonable. Labor force costs (both regular and overtime) from Risk County who is providing shelter operations personnel to CTN Shelter are eligible as long as the Risk County and the Host County have a county-to-county mutual aid agreement, like this CTN Shelter MOA. Temporary employee costs (both regular and overtime) hired by Host or Risk County are eligible reimbursement costs.³
- a) The labor costs for volunteer agency’s workers, like the ARC, at shelter facilities owned or leased by the participating counties or the State are ineligible for reimbursement. *Please see PAPPG p.120.*
 - b) Costs paid to the ARC or other Non-governmental Organizations (“NGOs”) to operate shelters under a written agreement (costs that ARC or other NGOs incur under their own organizational mission –

³ Under Sections 403, 407, and 502 of the Stafford Act, eligible emergency labor costs are those costs incurred by an eligible applicant while performing eligible work. The cost of straight-time salaries and benefits of an applicant’s permanently employed personnel is not included in the cost of eligible emergency work. However, straight-time hours are used to calculate the number of overtime hours that are eligible for reimbursement. RP9525.7, *Labor Costs – Emergency Work*, dated November 16, 2006, states that reimbursement of labor costs for employees performing emergency work is limited to actual time worked, even when the applicant is contractually obligated to pay for 24-hour shifts. FEMA will reimburse up to 24 hours for each of the first two days, and up to 16 hours for each of the following days for emergency work.

i.e., independent of any Federal or State request – are ineligible for reimbursement).

5. **Equipment.** The use of applicant-owned or leased equipment (such as ambulances, buses, trucks, or other vehicles) to provide eligible evacuation or sheltering support will generally be reimbursed according to the FEMA Schedule of Equipment Rates.

6. **Emergency Medical Services.** For the purposes of screening the health of shelter residents, assessing and treating minor illnesses and injuries, and making referrals (e.g., calling 911), mass shelters may be staffed with emergency medical technicians, paramedics, nurses, or physicians. The number of medical staff will vary according to the size and type of shelter population. State Medical Support Shelters will require higher-skilled medical staff (e.g., registered nurses) than a general population shelter.
 - a) The following costs related to the provision of emergency medical services in a mass sheltering environment may be eligible for reimbursement:
 - (1) First aid assessment.
 - (2) Provision of first aid and health information, including materials (bandages, etc.).
 - (3) Provision of health information.
 - (4) Special costs of caring for individuals with chronic conditions.
 - (5) Supervision of paid and volunteer medical staff.
 - (6) Prescriptions required for stabilizing the life of an evacuee/sheltered (supply not to exceed 30 days).
 - (7) Medical staff for emergency and immediate life stabilizing care, including mental health and medically fragile evacuee populations.
 - (8) Public Information Officer.
 - (9) Medical waste disposal;
 - (10) Social Worker.

- b) The costs of triage, medically necessary tests, and medications required to stabilize an evacuee/shelter patient for transportation to a hospital or other medical facility may be eligible. The PA applicant should not seek reimbursement for these costs if underwritten by private insurance, Medicare, Medicaid or a preexisting private payment agreement. Long-term treatments are not eligible, in accordance with FEMA Recovery Policy 9525.4.⁴
 - (1) The costs of transporting an evacuee/shelter patient to a hospital or other medical facility may be eligible.
 - (2) If mass shelter medical staff determine that an evacuee/shelter patient requires immediate medical or surgical attention, and requires transportation to a hospital or other medical facility for necessary and emergency life sustaining treatment not available at the shelter, the costs associated with such evacuee/shelter patient transportation, diagnosis, testing and initial treatment are eligible. Eligible outpatient costs are limited to:
 - (a) Local professional ambulance transport services to and from the nearest hospital equipped to adequately treat the medical emergency.
 - (b) Physician services in a hospital outpatient department, urgent care center, or physician's office, and related outpatient hospital services and supplies, including X-rays, laboratory and pathology services, and machine diagnostic tests for the period of time that the evacuee/shelter patient is housed in congregate sheltering.
 - (3) Vaccinations administered to protect the health and safety of congregate shelter patient and supporting emergency workers are, for transmissible or contagious diseases, an eligible expense.

7. **Transportation.** Transportation of evacuees to congregate shelters is an eligible expense when the means of transportation is the most cost-effective

⁴ Ineligible costs include the following: (a) Medical care costs incurred once a disaster victim is admitted to a medical care facility on an inpatient basis. (b) Costs associated with follow-on treatment of disaster victims beyond 30 days of the emergency or disaster declaration. (c) Increased administrative and operating costs to the hospital due to increased or anticipated increased patient load. (d) Loss of revenue. *Ineligible costs remain ineligible even if incurred under mutual aid or other assistance agreements.*

available. Other transportation services may be provided pursuant to Section 419 of the Stafford Act.

8. **Shelter Safety and Security.** Additional reimbursable safety and security services may be provided at congregate shelters, based upon need. Police overtime costs - associated with providing necessary, additional services at congregate shelters - are eligible for reimbursement.
9. **Cleaning and Restoration.** The costs (to the Applicant) to clean, maintain, and restore a facility to pre-congregate shelter condition are eligible.
10. **Animal Shelters.** Generally, congregate sheltering facilities do not allow household pets (except service animals assisting people with disabilities), due to health and safety regulations. Eligible animal shelter costs include costs associated with the provisions of rescue, shelter, care, and essential needs (e.g., inoculations) for evacuee and rescued household pets and service animals, to include veterinary staff for emergency and immediate life-stabilizing care. Exhibition or livestock animals are not eligible for animal sheltering.
11. **Costs Related to Accessibility.** Care for survivors with disabilities or access and functional needs, including the provision of the following personal assistance services:
 - a) Grooming, eating, walking, bathing, toileting, dressing, and undressing;
 - b) Transferring (e.g., movement between a cot and wheelchair or wheelchair to restroom facilities);
 - c) Maintaining health and safety;
 - d) Assistance with self-administering medications; and
 - e) Communicating or accessing programs and services.

D. State and Federal Reimbursement Process.

1. All Parties understand and acknowledge that any reimbursements from the State or Federal government are subject to availability of eligible Federal funds and potential reimbursements from the Georgia Governor's Emergency Fund. As such the Parties agree to comply with all applicable federal, state, and local laws, regulations, policies, directives, procedures, and requirements throughout the duration of this MOA.

2. The Parties shall comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, found at Title 2 CFR Part 200. Further, the parties understand and agrees that 2 CFR 200.326 and Appendix II to Part 200 require all contracts funded in a whole or in part with federal monies to include the provisions set forth in Attachment A, hereinafter incorporated into this MOA, and will abide by these terms as applicable in performing the services under this MOA.

XI. GENERAL PROVISIONS.

- A. **Amendments.** Any Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are mutually agreed upon by and between the Parties to this MOA shall be incorporated by written instrument and effective when executed and signed by both Parties to this MOA.
- B. **Confidentiality Requirements.** The Parties shall treat all individually identifiable information, including personal and/or health information, that is obtained or viewed by the Parties' officers, employees, volunteers, agents, representatives, or authorized subcontractors in the performance of this MOA as confidential information and shall not use any information so obtained, in any manner, except as may be necessary for the proper discharge of the Parties' responsibilities.
- A. **Headings.** The headings in this MOA are inserted for reference and convenience only and shall not enter into the interpretation hereof.
- B. **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 MOA, 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 MOA, 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.
- C. **Record Retention.** The Parties shall preserve and make available its records for a period of five (5) years from the date of final payment under this MOA, and for such period, if any, as is required by applicable statute or this MOA. If the MOA is completely or partially-terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
- D. **Right to Audit.** The Parties shall make its books, documents, papers, and records available for examination and audit by the other Parties, the Georgia Attorney

General's Office, the State Department of Audits and Accounts, and/or authorized state or federal personnel for a period of five (5) years. Any records requested hereunder shall be produced promptly for review at the location specified in the request during normal business hours or sent to the requesting authority by certified mail, with a copy sent by electronic mail, within fourteen (14) Calendar Days following a request. Any Party shall have the right to timely access, use, disclose, and duplicate all information and data received in accordance with applicable state and federal laws and regulations. Any Party will only conduct audits as determined reasonably necessary and upon reasonable terms and conditions. Records which relate to appeals, litigation, or the settlements of claims arising out of the performance of this MOA, or costs and expenses of any such MOA as to which exception has been taken by the State Department of Audits and Accounts (or the Federal equivalent) or any of its duly authorized representatives, shall be retained by every Party until such appeals, litigation, claims or exceptions have been disposed of.

- E. **Liability.** The Parties do not waive their sovereign immunity by entering into this MOA. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA. The Parties may not agree to indemnify or hold harmless any other Party. The only liability which the Parties may incur is that provided for by Georgia law.
- F. **Funding.** All activities pursuant to this MOA are subject to the availability of appropriated funds and each Party's budget priorities.
- C. **State Laws.** The validity, construction, and effect of this MOA shall be governed by the laws of the State of Georgia.
- D. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the MOA.
- E. **Force Majeure.** No Party will be liable to any other Party for nonperformance resulting from labor strikes, riots, wars, acts of governmental authorities preventing performance, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of any Party.
- F. **Parties' Signature and Authority.** The Parties' representatives, in signing the MOA, sign only as properly authorized representatives of their respective Parties and do not assume any personal liability thereby. The Parties' representatives executing this MOA warrant that they have full and current legal authority to act and contract on behalf of their Parties.
- G. **Jurisdiction And Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this MOA, 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.

- H. Compliance With Applicable Laws and Regulations.** It is understood and agreed that nothing contained in the MOA, or any related MOA shall require any of the Parties herein to violate any policies of the Parties, or any laws or regulations of the United States or the State of Georgia.
- I. Statement of Non-Discrimination.** The Parties agree that in the performance of the MOA they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, sexual orientation, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia or the Parties' policies.
- J. Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in effect and the Parties may renegotiate the terms affected by the severance.
- K. Survivability.** The MOA shall remain in full force and effect to the end of the specified term or until terminated pursuant to the MOA. All obligations of the Parties incurred or existing under the MOA as of the date of expiration or termination will survive the termination or expiration of the MOA.
- L. Reservation of Rights.** This MOA 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 MOA shall be construed to prohibit the Parties from using information developed under this MOA in furtherance of their statutory duties, rights, and obligations.
- G. 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 MOA.
- M. Conflicts of Interest.** The Parties hereto state that the provisions of O.C.G.A. § 45-10-20 et seq., regarding conflicts of interest, have not been violated and will not be violated in any respect.
- N. Certification Regarding Sales and Use Tax.** By executing the MOA, the Parties certify they are either (a) registered with the State Department of Revenue, collect, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-

8-2. The Parties also acknowledge that the State may declare the MOA void if the above certification is false. The Parties also understand that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

O. 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 MOA; 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 MOA; and
3. Parties will secure from any sub-contractor hired to work on any job assigned under this MOA 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 MOA 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).

P. 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 the Party 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.

H. **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, 48 C.F.R. Ch. 1 Subpart 9.4. Each Party will immediately notify the other Party if that Party or any subcontractors are debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

XII. **Entire Agreement; Waiver; Signature and Delivery.** This MOA, including the incorporated Exhibits and Attachments, 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 MOA 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 MOA 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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XIII. SIGNATURE

In witness whereof, the Parties to this MOA through their duly authorized representatives have executed this MOA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

[PARTY A]

Name: _____
Title: _____

Date

[PARTY B]

Name: _____
Title: _____

Date

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Name: _____
Title: _____

Date

THE GEORGIA DEPARTMENT OF HUMAN SERVICES

Name: _____
Title: _____

Date

THE GEORGIA DEPARTMENT OF PUBLIC HEALTH

Name: _____
Title: _____

Date

THE AMERICAN RED CROSS OF GEORGIA

Name: _____
Title: _____

Date

EXHIBIT 1

**Timeline of Operations for
Activation of County-to-County Agreements**

Operational Status	Initiation Time - / + HRS	• Actions
OPCON 5		<ul style="list-style-type: none"> • Partner agencies monitor forecasts and begin reviewing shelter plans. • Conduct quarterly State Shelter Task Force Meetings. • State partners maintain open lines of communication with each other and coastal county EMAs.
OPCON 4	Within 120 hours	<ul style="list-style-type: none"> • Georgia State Shelter Task Force Emergency coordination meetings are activated. • Coastal counties are actively monitoring the weather and are notifying the host counties for possible activation of the County-to-County CTN agreements. • Coastal counties ensure CTN transportation plan is ready to activate. • Host counties begin working with RC to confirm shelter facility availability. • DHS begins to create staffing rosters for potential shelters. • DPH begins coordinating with local health districts to create clinical staff rosters for potential shelters. • RC begins the process of creating staffing rosters for potential shelters. • Georgia Shelter Taskforce Emergency coordination meetings continue to ensure coordination between State partners and nongovernment agencies. • ESF-6 reports to SOC to begin in person preparations. • ESF-6 begins County-to-County CTN agreement coordination calls. • DHS continues to create staffing rosters for potential shelters. • DPH continues coordinating with local health districts to create clinical staff rosters for potential shelters. • RC continues the process of creating staffing rosters for

EXHIBIT 1

		<p>potential shelters.</p> <ul style="list-style-type: none">• Host counties confirm shelter facility availability.• Host counties notify the state and RC of any facilities that are not available to host shelter.• Host counties work with RC and State partners to begin pre-staging of shelter equipment and supplies.
OPCON 3	Within 72 hours	<ul style="list-style-type: none">• Coastal counties could choose to issue evacuation orders as soon as 72 hours prior to the onset of tropical storm force winds.<ul style="list-style-type: none">○ The decision to evacuate will be made based on estimated clearance times for each county. Counties will issue evacuation orders sometime between 72 and 36 hours prior to onset of tropical storm force winds.• Georgia Shelter Taskforce Emergency coordination meetings continue to ensure coordination between State partners and nongovernment agencies.• DHS finalizes staffing rosters for potential shelters.• DPH works with local health districts to finalize clinical staffing rosters for potential shelters.• RC finalizes staffing rosters for potential shelters.• Coastal counties close CTN registries.• Host counties work with ARC and State to pre-stage shelter assets, resources, and personnel.• Coastal Counties coordinate the evacuation of functional and access needs individuals with DPH and local public health district.• DPH coordinates the evacuation of Medical Needs individuals with the local public health district and County EMA.• Medical Needs, CTN and General Population shelters should be ready to be opened.• DHS and RC deploy staff to open CTN and self-evacuation shelters as needed.

EXHIBIT 1

		<ul style="list-style-type: none">• DPH coordinates with local health districts to deploy clinical staff as needed.
OPCON 2	Within 48 hours	<ul style="list-style-type: none">• Additional evacuation orders are made by Coastal Counties.<ul style="list-style-type: none">○ Evacuation orders from counties must be made no later than 36 hours prior to the onset of tropical storm force winds.• Georgia Shelter Taskforce Emergency Coordination calls continue.• Coastal counties coordinate the evacuation of functional and access needs individuals with DPH and local public health district.• DPH continues to coordinate the evacuation of Medical Needs individuals with local public health district and county EMA.• Coastal counties set up and organize evacuation county pick up points.• RC works with shelter partners to open CTN shelters as needed.• Host counties are prepared to accept CTN evacuees.• Host counties provide updates on shelter populations every four hours during evacuation.• Final pre-staging arrangements are made by RC, local and State governments.• DHS, DPH, RC staff are ready to respond, and open shelters as needed.• DHS and RC deploy staff to open CTN and self-evacuation shelters as needed.• DPH coordinates with local health districts to deploy clinical staff as needed.• ESF-6 coordinates with ESF-11 on the opening of pet shelters as needed.• ESF-6 coordinates with ESF-11 on bulk distribution of food for emergency feeding at shelters and the storm impacted areas.

EXHIBIT 1

		<ul style="list-style-type: none">• Staffing contracts, mutual aid requests or wrap-around service-related contracts are put on standby to be activated if needed.
OPCON 1	Within 24 hours of onset of Tropical Storm Force Winds	<ul style="list-style-type: none">• Coastal counties finalize evacuation efforts.• Coastal counties upload CTN bus rosters to WebEOC.• Host counties open all CTN shelters and are ready to receive evacuees.• Host counties provide updates on shelter populations every four hours during evacuation.• Georgia Shelter Emergency Taskforce meetings continue.• CTN county coordination conference calls continue.• DHS and RC deploy staff to open CTN and self-evacuation shelters.• DPH coordinates with local health districts to deploy clinical staff as needed.• ESF-6 coordinates the opening of CTN shelters and tracks CTN buses.• ESF-6 monitors WebEOC for resource requests.• ESF-6 keeps open lines of communication with supporting ESFs, NGOs, and other State partners.• ESF-6 coordinates with ESF-11 on the opening of pet shelters as needed.• ESF-6 coordinates with ESF-11 on bulk distribution of food for emergency feeding at shelters and the storm impacted areas.• Staffing contracts, mutual aid requests or wrap-around service-related contracts are put on standby to be activated if needed.

EXHIBIT 1

Response	First 72 hours post landfall	<ul style="list-style-type: none">• Coastal counties conduct preliminary damage assessments as soon as possible.• Results of damage assessment are communicated to GEMA/HS and ESF-6 as soon as possible to determine how long shelters will be open and when the re-entry process will begin.<ul style="list-style-type: none">o If major or catastrophic damage occurs in any of the coastal counties, it is likely the corresponding county-to-county CTN shelters and some self evac shelters will have to be opened for an extended period (more than 72 hours post landfall).• For shelters that are determined to be open for longer than 72 hours post landfall, additional wrap around services and accommodations are provided (i.e. additional shower trailers, bathrooms, etc.).• ARC continues to surge staff per staffing matrix to relieve government partners. After 72 hours post impact 75% of staff will be ARC.• Coastal counties identify facilities within their jurisdiction that could be opened post re-entry.• Host counties continue to report shelter populations every 12 hours.• ESF-6 coordinates with ESF-11 on bulk distribution of food for emergency feeding at shelters and the storm impacted areas.
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EXHIBIT 2

County-to-County Agreement Summary

Critical Transportation Needs (CTN) Risk- Host County Partnerships			
Risk County	Host County	Travel Time in Minutes	Distance in Miles
Bryan	Candler	60	66
Camden	Tift	150	140
Chatham	Bibb	150	165
Effingham	Montgomery	100	95
Glynn	Coffee	110	98
Liberty	Baldwin	150	165
McIntosh	Dodge	140	130

ATTACHMENT A

Federal Terms and Conditions

During the performance of this MOA, the Parties agree as follows:

Equal Employment Opportunity.

During the performance of this MOA, the Parties agree as follows:

1. The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Parties will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Party's legal duty to furnish information.
4. The Parties will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Parties' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Parties will comply with all provisions of Executive Order ("E.O.") 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Parties will furnish all information and reports required by E.O. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Parties' noncompliance with the nondiscrimination clauses of this MOA or with any of the said rules, regulations, or orders, this MOA may be canceled, terminated, or suspended in whole or in part and a Party may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in E.O. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Parties will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of E.O. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Parties will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Parties may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the MOA.

The Parties agree that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Parties and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Parties further agree that it will refrain from entering into any agreement or agreement modification subject to E.O. 11246 of September 24, 1965, with a Party debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the E.O. and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Parties and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the E.O.. In addition, the Parties agree that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this MOA (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Anti-Discrimination.

The Parties will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color,

national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Compliance with the Davis-Bacon Act.⁵

1. If applicable, all transactions regarding this MOA shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Parties shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. If applicable, the Parties are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. If applicable, the Parties are required to pay wages not less than once a week.

Compliance with the Copeland “Anti-Kickback” Act.⁶

1. If applicable, the Parties shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this MOA.
2. Subcontracts. If applicable, the Parties or any subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Party holding the subcontracts shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these MOA clauses.
3. Breach. If this provision is required, a breach of the MOA clauses above may be grounds for termination of the MOA, and for debarment as a subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No Party or contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at

⁵ *The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.*

⁶ *The Copeland “Anti-Kickback” Act applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.*

a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Parties and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Parties and any contractors shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* GEMA/HS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Parties or contractor under any such contract or any other Federal contract with the same Parties, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Parties, such sums as may be determined to be necessary to satisfy any liabilities of such Party or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* The Parties or contractors shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the contractors to include these clauses in any lower tier contracts or subcontracts. The Parties shall be responsible for compliance by any contractor or subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act.

1. The Parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Parties agree to report each violation to GEMA/HS and understands and agrees that GEMA/HS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (“EPA”) Regional Office.
3. The Parties agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act.

1. The Parties agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Parties agree to report each violation to GEMA/HS and understand and agree that the GEMA/HS will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

3. The Parties agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment.

1. This MOA is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Parties are required to verify that none of the Party's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Parties must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by GEMA/HS and the State of Georgia. If it is later determined that the Parties did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA/HS, the State of Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Parties agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Parties further agree to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Parties who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Party who in turn will forward the certification(s) to GEMA/HS.

1. Required Certification. If applicable, Parties must sign and submit to the non-federal entity the following certification.
2. **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Parties shall certify and disclose accordingly.

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

The Parties certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Parties understand and agree that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Host County's Authorized Official

Signature of Risk County's Authorized Official

Name and Title of Host County's Authorized Official

Name and Title of Risk County's Authorized Official

Date

Date

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK]

Signature of DHS' Authorized Official

Signature of DPH's Authorized Official

Name and Title of DHS' Authorized Official

Name and Title of DPH's Authorized Official

Date

Date

Signature of ARC's Authorized Official

Signature of GEMA/HS' Authorized Official

Name and Title of ARC's Authorized Official

Name and Title of GEMA/HS' Authorized Official

Date

Date

Procurement of Recovered Materials.

1. In the performance of this MOA, the Parties shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Parties also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Women and Minority Owned Businesses.

2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the Parties to assure that minority and women's businesses are used when possible.

Access to Records. The following access to records requirements apply to this MOA:

1. The Parties agree to provide GEMA/HS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Parties which are directly pertinent to this MOA for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Parties agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Parties agree to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the MOA.
4. In compliance with the Disaster Recovery Act of 2018, GEMA/HS and the Parties acknowledge and agree that no language in this MOA is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
5. The Parties agree to allow the departments and agencies of the State of Georgia, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Parties which are directly pertinent to the MOA for the purpose of making audits, examinations, excerpts, and transcriptions.

Department of Homeland Security Seal, Logo, and Flags.

The Parties shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this MOA. The Parties will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this MOA and is not subject to any obligations or liabilities to the non-Federal entity or any other Party pertaining to any matter resulting from this MOA.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Parties acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and

Statements) applies to the Parties' actions pertaining to this MOA.

DHS Access.

1. The Parties must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
2. The Parties must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. The Parties must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. The Parties must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. If the Parties are recipients (as defined in 2 C.F.R. Part 200) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipient should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Parties are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

DHS Administrative Requirements, Cost Principles, Representations and Certifications.

1. If the Parties become DHS financial assistance recipients, each Party must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Recipients are required to fill out the assurances as instructed by the awarding agency. The Parties must provide information as needed to adhere to this requirement.
2. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. The Parties must provide information as needed to adhere to this requirement.
3. By accepting this agreement, the Parties as recipients, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance. The Parties may not behave contrary to any of the

awarding agency's policies made in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance, during the term of this MOA.

Personnel.

The Host and Risk Counties represent that they have, or will secure at their own expense, all personnel required in performing the work under this MOA. Such personnel shall not be employees of or have any contractual relationship with State of Georgia or GEMA/HS. All the work required hereunder will be performed by the Parties or under their supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this MOA.

ATTACHMENT B

Scope of Work

[This space is intended for the Host and Risk Counties to provide a Scope of Work specific to the CTN Shelter(s) being stood up]