

Memorandum of Understanding (MOU)

BY and BETWEEN

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

AND

EFFINGHAM COUNTY EMERGENCY MANAGEMENT AGENCY

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/Homeland Security" and Effingham Emergency Management Agency, hereinafter referred to as "EEMA".

officially domiciled at 181 Recycle Way, Guyton, GA 31312

hereinafter referred to as Subgrantee relating to application for grants under the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG).

WHEREAS, GEMA/Homeland Security as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA EMPG as authorized under Section 682 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, as amended, (Pub. L. No. 109-295) (6 U.S.C. 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. 4001 et seq.) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities and are properly reimbursed to the Subgrantee; and

WHEREAS the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EMGrantsPro system and will become effective and binding upon approval by GEMA/Homeland Security.

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee:

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the above-mentioned Acts and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that governs the EMPG and shall adhere to the application of those above-mentioned

Acts and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/Homeland Security guidelines, regulations and directives, to include but not limited to the following:

- Use gema.ga.gov and gaemgrants.com, as applicable, to access forms, request time extensions, and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall ensure that all project documents are made available to GEMA/Homeland Security, DHS FEMA, Office of Inspector General (OIG), or any state or federal agency as determined by GEMA/Homeland Security, including procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents, and other materials delivered or transmitted to GEMA/Homeland Security by the Subgrantee shall become the property of GEMA/Homeland Security.
- The Subgrantee will be required to execute a separate subgrant agreement for EMPG in addition to this MOU.
- The Subgrantee agrees to monitor gema.ga.gov and gaemgrants.com for any changes in law, regulations, policy, or procedure that affect the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee, hereby declare that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies, and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of GEMA/Homeland Security

- GEMA/Homeland Security agrees to maintain gaemgrants.com subject to the availability of funding.
- GEMA/Homeland Security shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review the Subgrantee's requests for the advancement of funds, assist the Subgrantee in correcting deficiencies, and disburse funds to the Subgrantee in a timely manner as possible.
- GEMA/Homeland Security shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy, or procedure that affect the Subgrantee's grant requirements through gaemgrants.com, gema.ga.gov and/or the appropriate alternate methods of communication.
- GEMA/Homeland Security shall provide technical assistance to assist the Subgrantee in formulating and managing its DHS FEMA grants (see Disclaimer paragraph below).

Terms of Agreement

This MOU shall remain in full force and effect for any DHS FEMA grants the Subgrantee receives, including the record retention period. Any changes in regulations, policies, or procedures applicable to EMPG funding shall constitute an amendment to this Agreement.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify the Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA EMPG.

Disclaimer

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/Homeland Security provides technical assistance to current and potential Subgrantees (collectively referred to as "subgrantees") of the FEMA EMPG. Technical assistance includes applying specific knowledge to a specific situation to address a specific need and, as such, is not a legal opinion or an endorsement of the Subgrantee's grants management practice.

GEMA/Homeland

Security does not render legal opinions to subgrantees; rather, it provides information intended to assist a subgrantee in prudently managing its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/Homeland Security and adopted by the Subgrantee does not serve as GEMA/Homeland Security's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice complies with applicable laws, regulations, and policies as required by the DHS FEMA EMPG.

The Subgrantee, by its decision to participate in the EMPG, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations, and policies and bears the ultimate consequences of any adverse decisions rendered by GEMA/Homeland Security, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/Homeland Security, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee complies with all applicable state and federal laws, regulations, and policies, requires a refund of advanced funds, and take any other actions it deems appropriate to protect those funds for which it is responsible.

Additional Laws and Policies

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11248, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era

Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing. They shall be transmitted either by email, personal hand delivery (and receipted for), or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30318
ATTN: Preparedness Grants and Programs
Or
hsgrants@gema.ga.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first written above.

State's Witness

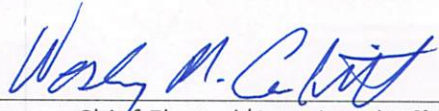
Name:
Date:



Subgrantee's Witness
Name: Clinton Hodges
Date: 4/30/2024

State Coordinating Officer

Name:
Date:
Telephone Number:



Chief Elected/Appointed Official
Or Chief Executive Officer
Name: Wesley Corbett
Date: 04/30/2024
Telephone Number: 912-754-8060

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized, and 1 financial individual designated as agents. Changes to the agents authorized below must be communicated to GEMA/Homeland Security in the manner detailed above within fourteen (14) days of such change.

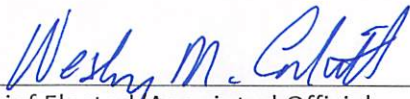
Primary Agent's Name: Clint Hodges
Title: EMA Director
Telephone number: (912)754-8200
Email Address: chodges@effinghamcounty.org

Alternate Agent's Name (Optional): Kathy Candler
Title: Grants Coordinator
Telephone number: (912)754-8066
Email Address: kcandler@effinghamcounty.org

Authorized Agent's Name: Tim Callanan
Title: County Administrator
Telephone number: (912)754-8060
Email Address: tcallanan@effinghamcounty.org

Financial Agent's Name: Mark Barnes
Title: Finance Director
Telephone number: (912)754-8011
Email Address: mbarnes@effinghamcounty.org

As Chief Elected or Appointed Official of the Subgrantee, I am authorized to execute and file an Application for the Emergency Management Performance Grant Program on behalf of the Subgrantee to obtain funding under the above-mentioned Acts. The above-named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters about the management of grants as required by this MOU.



Chief Elected/Appointed Official

Or Chief Executive Officer

Title: County Chairman

Name: Wesley Corbitt

Date:

Telephone Number: 912-754-8060