

GEORGIA EMERGENCY MANAGEMENT AGENCY
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL
GOVERNOR



CHARLEY ENGLISH
DIRECTOR

June 22, 2012

RE: FIPS #129-00000-03
GAN #EMW-2011-SS-00081-S01
Budget Worksheet #2774
Gordon County Fire Department

Honorable Judy Bailey
Chairman
Gordon County Board
of Commissioners
Post Office Box 580
Calhoun, Georgia 30701

Dear Commissioner Bailey:

On behalf of Governor Nathan Deal, it is my pleasure to provide you a copy of your executed Grantee-Subgrantee Agreement for the 2011 Homeland Security Grant Program. Please adhere to all requirements included in the agreement. In addition, mail request for reimbursement to our office, Attention: Public Assistance, Post Office Box 18055, Atlanta, Georgia 30316. Documentation should include copies of invoices, cancelled checks or other type of justification, and an executed Exhibit E.

Quarterly progress reports are due at the end of each calendar quarter. The initial progress report will cover the period through June 30, 2012 and should be submitted no later than July 15, 2012.

If you require further information as to the grantee package, please contact Michael Parker, Grants Manager, at 404-635-7063 or 1-800-TRY-GEMA. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Angi Whitley
Public Assistance Division Director

aw/ld
Enclosures



GEORGIA EMERGENCY MANAGEMENT AGENCY

FY 2011 DHS HSGP, State Homeland Security Grant Program (SHSP) *(SHADED AREAS ARE FOR GEMA USE ONLY)*

| | | | | |
|--|---|---|---|---|
| Yes | EIPSN# | SHEET# | DATE SUBMITTED OR REVISED | FOR SHSP and USAS Program award only. Law Enforcement Terrorism Prevention award? (Mark one) Yes No |
| 58-6000832 | Gordon County Fire Department | Gordon County | GEMA Area 6 | GAINNO: EMMV-2011-SS-00081ES01 |
| Post Box 580 Calhoun, GA 30701 | David Hawkins, Fire Chief | David Hawkins, Fire Chief | David Hawkins, Fire Chief | |
| 400 Belwood Road SE, Calhoun, GA 30701 | 706-629-8851; dhawkins@gordoncounty.org | 706-629-8851; dhawkins@gordoncounty.org | Phone: 629-8851 dhawkins@gordoncounty.org | |

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. Citizens Corps Programs, 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG)

8. CBRNE Detect, Respond, and Decon

Strategic Goal No. = For each requested item, list below the number of the specific State Strategic Plan Goal, Objective and Steps the requested item will further, for example 4.1.1-5.

| COST ESTIMATE | | | | | | |
|---------------|---------------|--|-----------------------------|--|----------------|------------------|
| ITEM NO | CATEGORY | ITEM | STATE GOAL, OBJECTIVE, STEP | QUANTITY | COST EACH | TOTAL COST |
| 001 | 7 | DS6733161Xylene 10/a Tube 10-400ppm | | 2 | \$72.95 \$ | 145.90 |
| 002 | 7 | HazMatID 3 Year Partnership Program with 360 Upgrade | | 1 | \$15,000.00 \$ | 15,000.00 |
| 003 | 7 | DS8103140 Simultaneous Test CDS Set I | | 5 | \$211.45 \$ | 1,057.25 |
| 004 | 7 | DS8101736 HazMat Simultest Set II | | 3 | \$74.25 \$ | 222.75 |
| 005 | 7 | DS8101770 Hazmat Simultest Set III | | 2 | \$74.25 \$ | 148.50 |
| 006 | 7 | DS8103200 Simultaneous Test CDS Set V | | 5 | \$211.45 \$ | 1,057.25 |
| 007 | 7 | DS8101741 Benzene 15/a Tube 15-420ppm | | 3 | \$78.95 \$ | 236.85 |
| 008 | 7 | DS6728071 Benzene 5/b Tube 5-50ppm | | 1 | \$73.95 \$ | 73.95 |
| 009 | 7 | DSCH20501 Ammonia 5/a Tube 5-700ppm | | 1 | \$69.95 \$ | 69.95 |
| 010 | 7 | DS8101941 Ammonia 5/b Tube 2.5-11ppm | | 1 | \$72.95 \$ | 72.95 |
| 011 | 7 | DSCH29701 Alcohol 100/a Tube 100-3,000ppm | | 1 | \$73.95 \$ | 73.95 |
| 012 | 7 | DSCH22901 Acetone 100/b Tubel100-12,000ppm | | 1 | \$72.95 \$ | 72.95 |
| 013 | 7 | DS6722101 Acetic Acid 5/a Tubes5-80ppm | | 1 | \$78.95 \$ | 78.95 |
| 014 | 7 | DS6718901 Chloroprene 5/1 Tube5-60ppm | | 1 | \$91.95 \$ | 91.95 |
| 015 | 7 | DSCH20201 Ethyl Acetate 200/a Tube 200-3,000ppm | | 1 | \$85.95 \$ | 85.95 |
| 016 | 7 | DSCH20601 Carbon Monoxide 10/b Tube 10-3,000ppm | | 1 | \$64.95 \$ | 64.95 |
| 017 | 7 | DSCH25101 Carbon Dioxide 1%/a Tubel-20 Vol.% | | 1 | \$66.95 \$ | 66.95 |
| | | | | TOTAL | \$ | 18,621.00 |
| PREPARE ER | David Hawkins | | | Fire Chief Gordon County Fire Department | | |

GEORGIA EMERGENCY MANAGEMENT AGENCY
FY 2011 DHS HSGP, State Homeland Security Grant Program (SHSP) (SHADED AREAS ARE FOR GEMA USE ONLY)

| | | | | |
|--------------------------------------|---|---------------|---------------------------|---|
| Yes | REPSNO | SHEET# | DATE SUBMITTED or REVISED | For SHSP and/or ASIS program awards only. Law Enforcement/Terrorism/Prevention award? (Mark one) Yes No |
| 58-6000832 | Gordon County Fire Department | Gordon County | | 6 |
| Post Office Box 580 Calhoun GA 30701 | David Hawkins, Fire Chief | | | David Hawkins, Fire Chief |
| 400 Belwood Rd. SE Calhoun, GA 30701 | 706-629-8851; dhawkins@gordoncounty.org | | | 706-629-8851; dhawkins@gordoncounty.org |

8. Decon (DECON)

8. CBRNE Detect, Respond, and Decon

Strategic Goal No. = For each requested item, list below the number of the specific State Strategic Plan Goal, Objective and Steps the requested item will further, for example 4.1.1-5.

Fire

| COST ESTIMATE | | | | | | |
|-----------------------------------|----------|--|---|--------------|-----------|-----------------|
| ITEM NO | CATEGORY | ITEM | STATE GOAL, OBJECTIVE, STEP | QUANTITY | COST EACH | TOTAL COST |
| 001 | 7 | DS8101661 Toluene 5/b Tube5-3000ppm | | 2 | \$87.95 | \$ 175.90 |
| 002 | 7 | DSCH24301 Chlorine 0.2/a Tube 0.2-30ppm | | 1 | \$66.95 | \$ 66.95 |
| 003 | 7 | DSCH28301 Phosgene 0.25/c Tube 0.25-15ppm | | 1 | \$97.95 | \$ 97.95 |
| 004 | 7 | DS6723301 Monostyrene 10/a Tube 10-200ppm | | 3 | \$79.95 | \$ 239.85 |
| 005 | 7 | DS8101501 Perchloroethylene 2/a Tube2-3000ppm | | 1 | \$72.95 | \$ 72.95 |
| 006 | 7 | DSCH25701 Hydrocyanic Acid 2/a Tube 2-150ppm | | 1 | \$73.95 | \$ 73.95 |
| 007 | 7 | DS8103571 Hydrocarbons 0.1%/c Tube 0.1-1.3 Vol % (propane) | | 1 | \$72.95 | \$ 72.95 |
| 008 | 7 | DS6728391 Hexane 100/a Tube50-3000ppm | | 1 | \$79.95 | \$ 79.95 |
| 009 | 7 | DS6728541 Trichloroethylene 2/a Tube 2-250ppm | | 1 | \$72.95 | \$ 72.95 |
| 010 | 7 | DSCH20701 Chlorine 50/a Tube 50-500ppm | | 1 | \$82.95 | \$ 82.95 |
| 011 | 7 | DS8101461 Hydrogen Sulfide 0.2/a Tube .02-5ppm | | 1 | \$87.95 | \$ 87.95 |
| 012 | 7 | DS8103261 Oxygen 5%/C Tube 5-23 Vol. % | | 1 | \$160.95 | \$ 160.95 |
| 013 | 7 | DS6406040 Perchloroethylene 5-150ppm Chip | | 1 | \$76.95 | \$ 76.95 |
| 014 | | | | | \$ | - |
| 015 | | | | | \$ | - |
| 016 | | | | | \$ | - |
| 017 | | | | | \$ | - |
| | | | | TOTAL | \$ | 1,362.20 |
| PREPARED BY: David Hawkins | | | Fire Chief Gordon County Fire Department | | | |

**GORDON COUNTY BOARD OF COMMISSIONERS
FY 2012-13 BUDGET AMENDMENTS**

Amendment Number: 1

FROM:

Fund/Source: GEMA Grant Funds – 2011 Homeland Security Grant Program
Amount: \$20,000 (contributory equipment)

TO:

Expense Fund: Fire Fund
Department: Fire Department
Amount: \$20,000 (contributory equipment)

REASON:

To accept a \$20,000 grant from the Georgia Emergency Management Agency (GEMA) for various detection equipment for the Fire Department (see attachment).

BOARD APPROVED ON:

September 4, 2012

**FISCAL YEAR 2011 HOMELAND SECURITY GRANT PROGRAM
GRANTEE-SUBGRANTEE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM**

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), approved the application and awarded grant funding from the Fiscal Year 2011 Homeland Security Grant Program to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with authorizing federal GEMA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA, as Grantee, has awarded the amount of \$20,000.00 to Gordon County Fire Department, as Subgrantee, in accordance with the Fiscal Year 2011 Homeland Security Grant Program (HSGP), State Homeland Security Grant Program.

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is **Charley English, Authorized Grantee Official**. The State has designated **Ralph Reichert as the Program Manager** of this program. The Subgrantee's Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee's Authorized Official is the person whose name appears on page eleven (11) of this agreement and whose signature appears on page eleven (11) of this agreement.

Purpose: The Subgrantee agrees to use allocated funds only as approved, to comply with the terms, conditions and guidelines as stated within this agreement and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the budget worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change. After all approved items on the approved budget worksheet have been reimbursed to the Subgrantee, this Subgrantee Agreement shall terminate, and any remaining funds will be thereby forfeited by the Subgrantee and such funds shall be deobligated and reallocated by GEMA. If a detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

Effective Date: September 1, 2011 to April 30, 2014

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date.

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

- Exhibit A United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at:
http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf
- Exhibit B United States Department of Homeland Security (DHS) Fiscal Year 2011 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located on the Federal Emergency Management Agency web site at
http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf
- Exhibit C NIMS Compliance Form

- Exhibit D Approved Detailed Budget Worksheet(s)
- Exhibit E Payment Request Form
- Exhibit F Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable
- Exhibit G Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements, OJP Form 4061/6
- Exhibit H Financial Status Report (FSR) Reporting Form
- Exhibit I Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee
- Exhibit J Grant Programs Directorate Information Bulletin No. 371
- Exhibit K Environmental and Historic Preservation Screening Memo (EHPSM)

Reimbursement and Reporting Requirements

1. **Payment Request Forms:** Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable canceled checks (or other justifying documentation) will only be made for eligible equipment, materials, expenses and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.
2. **State Purchases on behalf of Subgrantee:** GEMA may, with the Written Consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of locals the Subgrantee must provide justification, receive approval from GEMA and provide GEMA with the Written Consent for GEMA to expend these funds. If GEMA does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA. If the Acknowledgment Form is not returned to GEMA in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.
3. **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due no later than April 30). A copy of this form is attached as Exhibit H to this agreement.
2. **Biannual Strategy Implementation Reports (BSIR):** The Subgrantee shall complete and submit any other reports as requested by GEMA and cooperate and assist GEMA in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA's request and direction to assist GEMA in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.
3. **Grant Closeout Report:** Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final FSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

Audits, Financial Regulations and Guides

1. **Audits and Monitoring:** The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, auditors or representatives shall have access to any books, documents, papers, property and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority federal or state law, including the Department of Homeland Security Appropriations Act, 2011, and this Agreement.
2. **Laws, Regulations and Program Guidance:** The Subgrantee shall comply with all applicable laws, regulations, and administrative requirements. A non-exclusive list of regulations is listed below. Referenced Code of Federal Regulations (CFR) sections may be accessed online at www.gpoaccess.gov/ecfr/.

A. Administrative Requirements

- 1) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (OMB Circular A-102)
- 2) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

- 1) 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2) 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4) 48 CFR 31.2, Federal Acquisition Regulations (FAR) Contract Cost Principles with Commercial Organizations

C. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Financial Guide (Exhibit A).

- 1) Subgrantees that expend \$500,000 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Grant Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and with the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.
- 2) In addition, Subgrantees must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.
- 3) If required to submit an audit report under the requirements of OMB Circular A-133, Subgrantee shall provide GEMA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA with this signed Agreement. Subgrantee shall immediately notify GEMA in writing directed to the Grants

Manager at any future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Office of Management and Budget (OMB) Circular A-87 Inventory Requirements:

The Subgrantee agrees to comply with the requirements of OMB Circular A-87 and specifically, without limitation, agrees to comply with the requirement to take physical inventories of any equipment received through this subgrant at least once every two years.

E. Data Universal Numbering System (DUNS) Number Requirement:

No entity may receive a subgrant under this award unless GEMA has received the DUNS number for the prospective subgrantee.

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

(a) All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. Subgrantee is responsible for providing any information requested by GEMA to complete the required report.

(b) Unless exempt, Subgrantee shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

(1) In Subgrantee's preceding fiscal year, Subgrantee received

(A) 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

(c) Additional information regarding the FFATA requirements can be found at www.whitehouse.gov/omb/open, www.USAspending.gov, and www.fsrs.gov

4. **OGO Financial Management Guide:** The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the United States Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations, Financial Management Guide (Exhibit A).

5. **Accounting System:** The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the subgrantee is managing federal and state financial assistance programs in compliance with the current edition of the Financial Guide (Exhibit A) and all applicable laws and regulations.

6. **Retention and Maintenance of Records:** Subgrantee shall comply with the OMB administrative requirements circulars and the current edition of the Financial Guide (Exhibit A) in retaining and

maintaining records pertinent to the subgrant award. All such records shall be retained by the subgrantee for at least three years from the date of the final expenditure report by GEMA to DHS to close out the State of Georgia's 2011 HSGP grant. Refer to the Financial Guide (Exhibit A) for exceptions which would require a longer record retention period.

7. **Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this agreement, if the Subgrantee fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee for other projects under this program, or under this or other agreements.
8. **Payment of Funds to GEMA:** In addition to any other remedies available, the parties agree that GEMA will be entitled to payment from the Subgrantee for any funds paid by the state or for which the state is responsible to pay on behalf of the Subgrantee for which GEMA is unable to receive payment from or will be required to repay the grant funds due to the Subgrantee's failure to cooperate in providing the required documentation showing receipt of the goods or services or other failure on the part of the Subgrantee, including without limitation timely completing and returning to GEMA the Acknowledgment Form attached as Exhibit I.

National Initiatives

1. Subgrantee agrees to comply with all applicable terms and conditions of the Fiscal Year 2011 Homeland Security Grant Program Guidance (Exhibit B), including without limitation meeting the minimum National Incident Management System (NIMS) Fiscal Year 2011 compliance requirements in the NIMS Compliance section of the DHS Guide and the NIMS Integration Center (NIC). State, territory, tribal and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the current compliance activities, as determined by the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) to be reported by September 30, 2011 or other accepted means. Additional information on achieving compliance is available through the FEMA NIC at <http://www.fema.gov/emergency/nims/>. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee's assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the signed original Grantee-Subgrantee Agreement. For the next grant period, NIMSCAST will be the required means to report NIMS compliance.
2. Subgrantee agrees to comply with all terms and conditions of the Fiscal Year 2011 Homeland Security Grant Program Guidance (Exhibit B), including without limitation meeting the National Incident Management System (NIMS) compliance requirements in the NIMS Compliance section of the DHS Guide and the requirements of the NIMS Integration Center (NIC). For Fiscal Year 2011 HSGP preparedness grant award eligibility, all Subgrantees must have met the requirement to show compliance by submitting the required compliance assessment via the NIMSCAST by September 30, 2011 and/or the Corrective Action Plan by October 31, 2011. Additional information on achieving compliance is available through the FEMA NIC at <http://www.fema.gov/nims/>. In addition, in order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee's assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the signed original Grantee-Subgrantee Agreement.

3. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. Subgrantee agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at <http://hseep.dhs.gov>.
 - (a) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.
 - (b) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at <https://www.hseep.dhs.gov/> and must be preapproved by the GEMA Exercise Program Manager.
 - (c) Subgrantee must report to the GEMA Exercise Program Manager prior to conducting scheduled exercises and provide the Program Manager with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the DHS Guide (Exhibit B).
 - (d) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at www.fema.gov/emergency/nims/.

Special Conditions

1. The Subgrantee agrees to use all grant funding awarded from the Fiscal Year 2011 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the 2006 State Strategic Plan for Terrorism and All-Hazards Preparedness, including goals and objectives, and any respective Urban Area Security Strategies.
2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2011 Homeland Security Grant Program (HSGP) Guidance and Application Kit (Exhibit B), and to comply with all DHS/FEMA requirements and cooperate with GEMA to comply with federal and state requirements related to the grant funding.
3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2011 HSGP application grant application submitted by GEMA to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA.
4. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as GEMA determines needed. Subgrantee shall sign any other Mutual Aid Agreements GEMA or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.
5. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD) agrees to comply with the following:

- (a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.
 - (b) Each local EOD and EOD K-9 team shall contact the GBI by telephone immediately whenever responding outside of its jurisdiction.
 - (c) Each EOD and EOD K-9 team shall participate in the Georgia Explosives Response and Reporting Network (GERRN) as requested and to the extent requested by GEMA, Georgia Bureau of Investigation (GBI) and/or other agency(ies) designated by GEMA. Once activated, use of the GERRN may supersede conditions (a) and (b).
6. Subgrantee will continuously maintain up-to-date data for its current resources in the Resource Database which can be accessed on the Web at <https://rdb.gema.ga.gov>.
 7. Non-Supplanting Requirement: The Subgrantee agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or grantees may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds will be used to supplement, but not supplant, state or local funds for the same purposes.
 8. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or requests for information or data collection, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
 9. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in the current edition of the Financial Guide (Exhibit A).
 10. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in the current edition of the Financial Guide (Exhibit A).
 11. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA and DHS GPD.
 12. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
 13. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA. In addition, GEMA may also withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
 14. Copyright: The Subgrantee understands and agrees that for any copyrightable work based on or containing data first produced under grant funding, the Subgrantee grants the government a royalty-free,

nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship (including grant award number) to any work first produced under this grant award.

15. (a) Subgrantee shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA to ensure compliance with applicable laws, including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, through GEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater and shall coordinate with FEMA, through GEMA, regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.
- (b) Among other requirements, Subgrantee must complete and return to GEMA with the signed Subgrantee Agreement the Environmental and Historic Preservation Screening Memo (EHPSM), attached as Exhibit K to this agreement. Subgrantee must comply with all conditions placed on the project as the result of the EHP review.
- (c) The subgrantee shall provide any information requested by GEMA or by FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities may occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA through GEMA and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
- (d) Subgrantee shall not undertake any project to which the National Environmental Policy Act (NEPA) requirements are applicable without obtaining written approval by FEMA, through GEMA, prior to use of any HSGP funds for construction or renovation, including without limitation, security equipment and certain non-construction projects. Subgrantee shall coordinate with GEMA regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities that have been initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.
- (e) For more information on FEMA's EHP requirements, Subgrantee should refer the FY 2011 Homeland Security Grant Program (HSGP) Program Guidance and Application Kit. (Exhibit B) and to the FEMA's Information Bulletins 329, 345, 356, and 371, available on the internet at:

<http://www.fema.gov/pdf/government/grant/bulletins/info329>

<http://www.fema.gov/pdf/government/grant/bulletins/info345>

<http://www.fema.gov/pdf/government/grant/bulletins/info356>

<http://www.fema.gov/pdf/government/grant/bulletins/info371>

Additional information and resources can be found at <http://www.fema.gov/plan/ehp/>

18. Subgrantee agrees to cooperate with GEMA in assuring that any training funded through HSGP funding is reported through the training Information Reporting System ("Web-Forms"), as more fully explained

in the FY 2011 Homeland Security Grant Program (HSGP) Program Guidance and Application Kit. (Exhibit B).

19. Subgrantee agrees that funds from the FY 2011 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the HSGP Guide (Exhibit B) and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

(a) Use such funds to:

(i) Support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located on the Web at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.

(ii) Support achievement of baseline levels of capability as defined in the fusion capability planning tool.

(iii) Achievement of baseline levels of capability as defined in the fusion capability planning tool.

(b) Provide GEMA with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the three-year federal funding period.

(c) Provide GEMA with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the HSGP Guide (Exhibit B) and Information Bulletin 288.

20. All Subgrantees leveraging FY 2011 HSGP funds in support of information sharing and intelligence fusion and analysis centers are encouraged to leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN).

21. Any subgrantee receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV-related costs, agrees to comply with the following requirements:

(a) Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA-sponsored MCV exercise annually and at least one GEMA-sponsored statewide MCV exercise biennially. Any agency who cannot meet the compliance requirement due to an unforeseen event in any year must request approval from GEMA to be excused from the requirement, providing a reasonable justification for failing to comply with the requirement.

(b) Each agency receiving an HSGP funded MCV will provide GEMA with updated vehicle equipment capability and inventory data as requested.

22. In accordance with the Department of Homeland Security Appropriations Act, 2011 (Public Law 111-083), grant funds must comply with the following two requirements:
 - (a) None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
 - (b) None of the funds made available shall be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC13212).
23. In addition to other noncompliance remedies, GEMA/HS or DHS-FEMA may unilaterally terminate this grant award, without penalty, if the Subgrantee, any employee or any person or entity otherwise imputed to the Subgrantee is determined to have violated or failed to report allegations of a violation of certain provisions of the Trafficking Victims Protection Act of 2000, as amended, engaged in severe forms of trafficking in persons, procured a commercial sex act, or use forced labor.
24. When implementing DHS/FEMA GPD-funded activities, the Subgrantee understands and agrees that it must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended.
25. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
26. The Subgrantee understands that beginning on July 1, 2007, any public contracts and subcontracts that are funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program.

Changes to Agreement: There shall be no changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

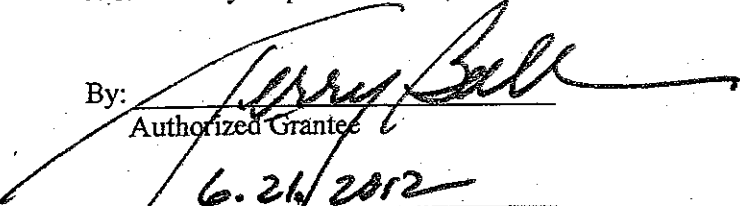
Termination

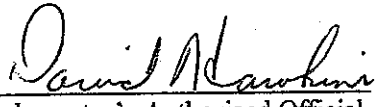
This agreement may be terminated for any or all of the following reasons:

1. **Cause/Default:** This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
2. **Convenience:** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.
3. **Non-Availability of Funding:** Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer

exist or in the event the sum of all obligations of GEMA incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA as of that moment. The certification by the Director of GEMA of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

By: 
Authorized Grantee
6.21.2012
Signature Date

By: 
Subgrantee's Authorized Official
6-15-12
Signature Date
DAVID HAWKINS
Printed or Typed Name of
Subgrantee's Authorized Official