

GEORGIA EMERGENCY MANAGEMENT AGENCY  
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL  
GOVERNOR



CHARLEY ENGLISH  
DIRECTOR

March 17, 2014

RE: GAN #EMW-2013-SS-00054-S01  
Budget Worksheet #3127/SHO13-037  
Gordon County Citizen Corps Program

Honorable Rebecca Hood  
Chairperson  
Gordon County Board of Commissioners  
201 North Wall Street  
Calhoun, Georgia 30701

Dear Commissioner Hood:

It my pleasure to award your agency with a Fiscal Year 2013 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency/Homeland Security (GEMA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is \$4,300.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). **This grant award expires December 31, 2014. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.**

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within **14 days of receipt of this letter**. A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Le Doan, Grants Manager, at 404-635-7068. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

A handwritten signature in black ink that reads "Micah Hamrick".

Micah W. Hamrick  
Director  
Homeland Security Division

MH/SH  
Enclosures



**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM  
GRANTEE-SUBGRANTEE AGREEMENT**

**STATE HOMELAND SECURITY PROGRAM**

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2013 Homeland Security Grant Program to the Georgia Emergency Management Agency/Homeland Security (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Grantee, has awarded the amount of **\$4,300.00** to **Gordon County Board of Commissioners**, as Subgrantee, in accordance with the Fiscal Year 2013 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP).

Under this Agreement, GEMA/HS 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 **Micah Hamrick** 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 ten (10) of this agreement and whose signature appears on page ten (10) 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. Any remaining funds shall be forfeited by the Subgrantee, and deobligated and reallocated by GEMA/HS.

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, 2013 to December 31, 2014.** Caveat: DHS/FEMA has reserved the right to change the FY13 HSGP grant, including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY13 HSGP award will be passed through to the Subgrantee by GEMA/HS, which will most likely result in a change to an earlier effective end date.

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Any funds remaining after the effective end date shall be forfeited by the Subgrantee, deobligated and reallocated by GEMA/HS.

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

- 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](http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf).
- Exhibit B United States Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) Fiscal Year 2013 Homeland Security Grant Program Funding Opportunity Announcement (DHS/FEMA FOA), located on the internet at:  
[http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy\\_2013\\_hsgp\\_foa.pdf](http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf).
- Exhibit C National Incident Management System (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 U.S. Department of Homeland Security Homeland Security Grant Program Grant Agreement Articles number EMW-2013-SS-00054-S01, Articles I through XX

**Purchases, Reimbursement and Reporting Requirements**

1. **Purchasing:** Subgrantee must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. See 44 CFR §13.36.
2. **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 cancelled 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.
3. **State Purchases on behalf of Subgrantee:** GEMA/HS 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 local jurisdictions, the Subgrantee must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding or Written Consent for GEMA/HS to expend these funds. If GEMA/HS 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/HS. If the Acknowledgement Form is not returned to GEMA/HS 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.
4. **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS 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 the FSR report form is attached as Exhibit H to this agreement.

5. **Biannual Strategy Implementation Reports (BSIR):** The Subgrantee shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA/HS's request and direction to assist GEMA/HS in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.
6. **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/HS, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

### **Monitoring and Audits**

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, monitors, auditors or representatives shall have access to any and all grant related items, including electronic databases and records, systems, 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. Monitoring and audits may be accomplished through either desk-based reviews, on-site visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, purchases, expenditures and other grant-related activities and records.

### **Laws, Regulations, Financial and Administrative Requirements and Program Guidance**

**Financial and Administrative Requirements:** The Subgrantee shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) and circulars at <http://www.whitehouse.gov/omb/circulars/>.

#### **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.

- 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 Government 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/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. Subgrantee shall immediately notify GEMA/HS 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/HS has received the DUNS number for the prospective Subgrantee.

**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 all applicable laws and regulations.

**Retention and Maintenance of Records**

Subgrantee shall comply with federal and state requirements in retaining and maintaining records pertinent to the subgrant award. Refer to relevant CFR and OMB sections for required retention periods. All such records must be retained by the Subgrantee for a minimum of three years from the date of the final expenditure report submitted by GEMA/HS to DHS to close out the State of Georgia's 2013 HSGP grant.

**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/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subgrantee for any funds paid by the State or that the State is responsible to pay on behalf of the Subgrantee for which GEMA/HS is unable to receive payment or required to repay due to the Subgrantee's failure to: cooperate in providing the required documentation showing receipt of the goods or services, timely completing and returning to GEMA/HS the Acknowledgment Form attached

as Exhibit I, timely purchasing of equipment, timely submitting request for reimbursement with complete supporting documents (Exhibit E), or other failure.

#### **National Initiatives**

- A. Subgrantee agrees to comply with all applicable terms and conditions of the FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) (Exhibit B), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to FOA, page 17, "NIMS Implementation section." Other NIMS resources are at the following locations:

<http://www.fema.gov/resource-management>

[http://www.fema.gov/pdf/emergency/nims/nims\\_alert/cred/guideline.pdf](http://www.fema.gov/pdf/emergency/nims/nims_alert/cred/guideline.pdf)

- B. 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/HS along with the original signed Grantee-Subgrantee Agreement.
- C. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
- D. 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>.
- 1) 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.
  - 2) 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/HS Exercise Program Manager.
  - 3) Subgrantee must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director 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 FY13 HSGP DHS/FEMA FOA (Exhibit B).
  - 4) 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 <http://www.fema.gov/national-incident-management-system>.
- E. Subgrantee agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA). Subgrantee will provide information to GEMA/HS upon request and provide access to records.

#### **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/HS 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 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
- 2) 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.
- 3) Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, [www.USAspending.gov](http://www.USAspending.gov), and [www.fsr.gov](http://www.fsr.gov)

### **Special Conditions**

1. The Subgrantee agrees to use all grant funding awarded from the Fiscal Year 2013 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the State Strategic Plan and All-Hazards Preparedness, including goals and objectives, and any Urban Areas Security Initiative strategies.
2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 HSGP DHS/FEMA FOA (Exhibit B), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
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 2013 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
4. The Subgrantee agrees to comply with the FY2013 Homeland Security Grant Program Agreement Articles Sections II through XX, attached to this agreement as Exhibit J. References in the exhibit to "recipient" apply to the Subgrantee's requirements as subrecipient.
5. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA/HS'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/HS determines needed. Subgrantee shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.
6. 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/HS, Georgia Bureau of Investigation (GBI) and/or other agency(ies) designated by GEMA/HS. Once activated, use of the GERRN may supersede conditions (a) and (b).
  - (d) Each EOD K9 team must certify annually that the team at all times utilizes the standards approved by the Improvised Explosive Device (IED) Working Group/Committee.

7. 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>.
8. 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.
9. 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.
10. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in federal and state laws and regulations.
11. 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 Financial Guide (Exhibit A).
12. 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/HS and DHS.
13. 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.
14. 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/HS 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/HS. In addition, GEMA/HS 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.
15. 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.
16. (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/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the 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/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of



- facilities and shall coordinate with FEMA, through GEMA/HS, regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.
- (b) Subgrantee shall provide any information requested by GEMA/HS 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/HS and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
  - (c) 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/HS, 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/HS 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.
  - (d) For more information about FEMA's EHP requirements, Subgrantee should refer to the DHS/FEMA FOA (Exhibit B) and FEMA's Information Bulletins 329, 345, 356, and 371, available on the internet at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.
17. Subgrantee agrees to cooperate with GEMA/HS in assuring that any training funded through HSGP funding is reported through the training Information Reporting System ("Web-Forms") located on the web at <https://www.firstrespondertraining.gov/admin/main.jsp>.
18. Subgrantee agrees that funds from the FY 2013 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA FOA (Exhibit B), pages 40-43 in particular, 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:
    - (1) 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>.
    - (2) Support achievement of baseline levels of capability as defined in the fusion capability planning tool.
    - (3) Achievement of baseline levels of capability as defined in the fusion capability planning tool.
  - (b) Provide GEMA/HS with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the two-year federal funding period or the termination of the Subgrantee Agreement, whichever occurs first.
  - (c) Provide GEMA/HS 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 DHS/FEMA FOA (Exhibit B) and Information Bulletin 288.

19. All Subgrantees leveraging FY 2013 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.
20. 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/HS-sponsored MCV exercise annually and at least one GEMA/HS-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/HS 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/HS with updated vehicle equipment capability and inventory data as requested.
21. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
22. The Subgrantee understands that 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**

Subgrantee understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS make changes to the FY13 HSGP grant awarded to GEMA/HS, such as changes to reduce the length of the performance period, grant end date, or terms and conditions. Other than termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

### **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, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements

entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS as of that moment. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

GEORGIA EMERGENCY MANAGEMENT  
AGENCY/HOMELAND SECURITY

NAME OF SUBGRANTEE

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name and Title of Signator,  
GEMA/HS

\_\_\_\_\_  
Printed or Typed Name and Title of Signator,  
Highest Official of Subgrantee's Jurisdiction

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date