

Memorandum of Understanding (MOU)

BY and BETWEEN

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

AND

GORDON COUNTY

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 Gordon County Government officially domiciled at 201 North Wall Street, Calhoun, GA 30701 hereinafter referred to as Subgrantee relating to application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Homeland Security Grant Program (HSGP) and/or Nonprofit Security Grant Program (NSGP).

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 HSGP and/or NSGP as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) 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 Homeland Security Act 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 govern the HSGP and NSGP and shall adhere to the application of the Homeland Security Act of 2002 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 to limited to the following:

- Use [gema.ga.gov](http://gema.ga.gov) and [gaemgrants.com](http://gaemgrants.com), as applicable to access forms, request time extensions and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/Homeland Security, DHS FEMA, Office of Inspector General (OIG) or to any state or federal agency as determined by GEMA/Homeland Security, to include but not limited to: 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 HSGP and/or NSGP in addition to this MOU.
- The Subgrantee agrees to monitor [gema.ga.gov](http://gema.ga.gov) and [gaemgrants.com](http://gaemgrants.com) for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares 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](http://gaemgrants.com) subject to the availability of funding.
- GEMA/Homeland Security shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for reimbursement, assist Subgrantee in correcting deficiencies, and disburse reimbursements to the Subgrantee as timely as possible.
- GEMA/Homeland Security shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through [gaemgrants.com](http://gaemgrants.com), [gema.ga.gov](http://gema.ga.gov) and/or the appropriate alternate methods of communication.
- GEMA/Homeland Security shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

## **Term of Agreement**

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies or procedures applicable to HSGP and/or NSGP 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 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 HSGP or NSGP.

## **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 HSGP and/or NSGP.

Technical assistance includes the application of specific knowledge to a specific situation in order 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, but rather provides information intended to assist a Subgrantee prudently manage 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 is in compliance with applicable laws, regulations and policies as required by the DHS FEMA HSGP and/or NSGP.

The Subgrantee, by its decision to participate in the HSGP and/or NSGP, 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 comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all 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 Execution Order 11246, 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 and 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 30316  
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.

WITNESSES:

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State's Witness

Name: Sheneka Turner

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State Coordinating Officer

Name: Ceporia McMillian

Date:

Telephone Number: (404) 635-7095

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Subgrantee's Witness

Name: Annette Berry

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Chief Elected/Appointed Official  
or Chief Executive Officer

Name: Becky Hood

Title: Chairperson, Gordon County BOC

Date March 3, 2020

Telephone Number: 706-629-3795

## Exhibit A

### **Designation of Applicant's Agent**

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

Primary Agent's Name: Courtney Taylor

Title: EMA Director

Telephone number: 706-602-2905

Email Address: ctaylor@gordoncounty.org

Alternate Agent's Name (Optional): Nathan Saylor

Title: Gordon County Fire Training Chief

Telephone number: 706-629-8851

Email Address: nsaylor@gordoncounty.org

Authorized Agent's Name: James F. Ledbetter

Title: Gordon County Administrator/Attorney

Telephone number: 706-629-3795

Email Address: jledbetter@gordoncounty.org

Financial Agent's Name: Al Leonard

Title: Finance Director

Telephone number: 706-629-3795

Email Address: aleonard@gordoncounty.org

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for Homeland Security Grant Program and Nonprofit Security Grant Program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). 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 pertaining to the management of grants as required by this MOU.

March 3,2020

\_\_\_\_\_  
Chief Elected/Appointed Official

Date

or Chief Executive Officer

Name: Becky Hood

Title: Chairperson, Gordon County BOC

Telephone Number: 706-629-3795