



Fulton County Board of Commissioners
Agenda Item Summary

19-0944

BOC Meeting Date
 11/20/2019

Requesting Agency
 Emergency Management

Commission Districts Affected
 All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
 Request approval of the attached MOU with the Georgia Emergency Management and Homeland Security Agency that will authorize the Director of the Atlanta Fulton County Emergency Management Agency the ability to access the gema.ga.gov and gaemgrants.com, as applicable to access forms, request time extensions and submit requests for reimbursements with supporting documentation for the Emergency Management Performance Grant (EMPG) Program.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
 O.C.G.A. § 36-10-1 requires any contract entered into by the County be approved by the Board of Commissioners and entered into its official minutes.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*
 Yes All People are safe

Is this a purchasing item?
 No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work:
 The MOU with the Georgia Emergency Management and Homeland Security Agency will authorize the Director of the Atlanta Fulton County Emergency Management Agency Emergency Management the ability to access the gema.ga.gov and gaemgrants.com, as applicable to access forms, request time extensions and submit requests for reimbursements with supporting documentation for the Emergency Management Performance Grant (EMPG) Program.
 The purpose of the Emergency Management Performance Grant (EMPG) Program is to assist State, local, territorial, and tribal governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes FEMA to distribute grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance so that a comprehensive emergency preparedness system exists at all levels for all hazards.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

The EMPG Program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The EMPG supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Under the guidelines of this grant/Performance Partnership Agreement the Georgia Emergency Management and Homeland Security Agency (GEMHSA) agrees to provide the required and necessary state and federal resources to Fulton County on a timely basis in response to major emergencies and disasters; to provide a comprehensive training and exercise program for emergency personnel; and to provide other critical support when needed. GEMHSA also agrees to provide funding support to Fulton County for appropriate administrative expenses; administer and manage federal and state assistance programs for the benefit of Fulton County; provide necessary and requested information, advises, recommendations and provides technical assistance concerning emergency management administrative, operations and planning issues and to eliminate restrictive and unnecessary administrative requirements in managing its responsibilities on behalf of Fulton County.

Approval of this item will NOT require the expenditure of any additional County funds since current funding for AFCEMA will be used to meet any match requirements.

The critical funds provided by the grant/Performance Partnership Agreement will cover a portion of AFCEMA's salary related expenses.

Community Impact:

The EMPG Program supports investments that improve the ability of AFCEMA to protect our citizens, residents, visitors, and assets against the greatest threats and hazards as well as respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

Department Recommendation:

The Atlanta-Fulton County Emergency Management Agency recommends Board of Commissioners' approval for this particular agenda item. Approval of this item will not require the expenditure of any additional County funds.

Project Implications:

No particular project implications have been raised by internal/external partners concerning this specific agenda item.

Community Issues/Concerns:

No particular issues or concerns have been raised by internal/external partners concerning this specific agenda item.

Department Issues/Concerns:

The Atlanta-Fulton County Emergency Management Agency does not have any specific issues or concerns as it relates to this specific agenda item.

History of BOC Agenda Item:

For the last eight years AFCEMA has presented a request for Board of Commissioner approval and subsequent Chairman's signature on the Georgia Emergency Management Agency/Homeland Security's Grantee-Subgrantee agreement for a Department of Homeland Security grant awarded to the Atlanta-Fulton County Emergency Management Agency. (Emergency Management Performance Grant (EMPG)). While that has not changed, the process of utilizing the gema.ga.gov and gaemgrants.com, as applicable to access forms, request time extensions and submit requests for reimbursements with supporting documentation for the Emergency Management Performance Grant (EMPG) Program is a new process that will ensure greater accountability for all parties involved.

Contract & Compliance Information

(Provide Contractor and Subcontractor details.)

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Total Contract Value	.
Total M/FBE Values	.
Total Prime Value	.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

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Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Source of Additional Information *(Type Name, Title, Agency and Phone)*

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached: .	Previous Contracts: .		
Solicitation Number: .	Submitting Agency: .	Staff Contact: .	Contact Phone: .

Description:.

FINANCIAL SUMMARY

Total Contract Value:	MBE/FBE Participation:
Original Approved Amount: .	Amount: . %: .
Previous Adjustments: .	Amount: . %: .
This Request: .	Amount: . %: .
TOTAL: .	Amount: . %: .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: .	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: .	End Date: .
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Kallmyer, Matthew	Date: 11/13/2019
X	County Attorney:	Palmer, Ashley	Date: 11/12/2019
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 11/13/2019

Memorandum of Understanding (MOU)

BY and BETWEEN

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

AND

ATLANTA-FULTON 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 Atlanta-Fulton County Emergency Management Agency (AFCEMA)

officially domiciled at 130 Peachtree Street, SW Suite G-157 Atlanta, GA 30303

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 662 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 govern 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 to 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 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 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 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 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 advancement of funds, assist 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 which affects 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 the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

Terms 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 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 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 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 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 comply with all applicable state and federal laws, regulations and policies, require refund of advanced funds 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:

State's Witness
Name: Sheneka Turner

State Coordinating Officer
Name: Ceporia McMillian
Date
Telephone Number: (404) 635-7095

FULTON COUNTY, GEORGIA


ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners
Commissioners

Tonya L. Grier, Interim Clerk
Fulton County Board of

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney



Matthew Kallmyer
Fulton County Emergency
Management Services

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: Matthew Kallmyer

Title: Director

Telephone number: 404-612-5660

Email Address: matthew.kallmyer@afcema.com

Alternate Agent's Name (Optional): Donnie Reece

Title: Operations Manager

Telephone number: 404-612-5660

Email Address: donnie.reece@afcema.com

Authorized Agent's Name: Cat Hofmann

Title: Logistics & Administrative Support Manager

Telephone number: 404-612-5615

Email Address: cat.hofmann@afcema.com

Financial Agent's Name: Cat Hofmann

Title: Logistics & Administrative Support Manager

Telephone number: 404-612-5615

Email Address: cat.hofmann@afcema.com

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for the Emergency Management Performance Grant Program on behalf of the Subgrantee for the purpose of obtaining 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 pertaining to the management of grants as required by this MOU.

FULTON COUNTY, GEORGIA


ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners
Commissioners

Tonya L. Grier, Interim Clerk
Fulton County Board of

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney



Matthew Kallmyer
Fulton County Emergency
Management Services