

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County BOC

FEDERAL FUNDS: \$ 46,140

PROJECT NAME: Law Enforcement Training

MATCHING FUNDS: \$ 0

SUBGRANT NUMBER: K76-8-017

TOTAL FUNDS: \$ 46,140

GRANT PERIOD: 01/01/22-12/30/22

This award is made under the State of Georgia Law Enforcement Training Program grant. The purpose is to provide a law enforcement training grant program for state and local law enforcement agencies. The program is designed to grant funds on a competitive basis to qualified state and local law enforcement agencies to support scenario-based, hands-on training for law enforcement officers in use of force or de-escalation. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions. The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

*Jay Neal*Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 01/01/22

Debra R. Grier
TONYA R. GRIER
CLERK TO THE COMMISSION

SUBGRANTEE APPROVAL

Robert L. Pitts

Signature of Authorized Official

Robert L. Pitts Chairman
Typed Name & Title of Authorized Official

58-6001729-001

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	01/01/22	9		**	K76-8-017
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Law Enforcement Training	624.41	\$ 46,140

**CRIMINAL JUSTICE COORDINATING COUNCIL
FY22 LAW ENFORCEMENT TRAINING GRANT PROGRAM
SPECIAL CONDITIONS**

1. Non-compliance with any of the special conditions contained within this document, may result in the termination of this.

Initials RJF

2. The grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) when using grant funds for the purpose of hosting or attending any conferences, meetings, trainings, and other events, including the provision of food and/or beverages, and costs of attendance at such events.

Initials RJF

3. The grantee must collect, maintain, and submit data to CJCC that measures the performance and effectiveness of activities under this award in the manner, and within the timeframes specified by CJCC.

Initials BBL

4. The grantee understands and agrees that CJCC may withhold award funds or may impose other related requirements if the grantee does not satisfactorily and promptly address outstanding issues from audits required by the State of Georgia, or other outstanding issues that arise in connection with audits, investigations, or reviews of CJCC awards.

Initials RJF

5. The grantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the grantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC's grant monitoring activities may result in sanctions affecting the grantee's grant awards, including, but not limited to: withholdings and/or other restrictions, designation of the grantee as a High Risk Grantee, or termination of an award(s).

Initials RJF

6. The recipient agrees to cooperate with any assessments, evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Initials RJF

7. The grantee agrees to comply with any additional requirements that may be imposed by CJCC during the period of performance for this award if the grantee is designated as a "High Risk Grantee."

Initials RJF

8. The grantee agrees to inform CJCC at least 45 days prior to any training, conference, or meeting for prior approval when using grant funding.

Initials RHP

9. The recipient shall transmit to CJCC copies of all official award-related press releases at least fifteen (15) working days prior to public release. Advance notice permits time for coordination of release of information by CJCC where appropriate and to respond to press or public inquiries.

Initials RHP

10. Award recipients must provide to CJCC, using the Designation of Grant Official Form, the Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information or has changes during the award period, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

Initials RHP

11. The grantee agrees to track, account for, and report on all funds from this award separately from all other funds. Accordingly, the accounting systems of the grantee must ensure that funds from this award are not comingled with funds from any other source. The grantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

Initials RHP

12. All grantees must have written policies and procedures which govern the fiscal management of grant funds.

Initials RHP

13. The grantee certifies that 1) title to all equipment and/or supplies purchased with funds under this grant award shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the equipment is no longer utilized for its grant-funded purpose, the grantee will notify CJCC of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia

Initials RHP

14. The grantee certifies that grant funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Grant funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Initials RHP

15. The grantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the grantee receives a written approval notice from the CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the CJCC.

Initials RJL

16. The grantee must submit subsequent requests to revise the budget, project summary, and project plan prior to implementing any substantial changes, but no later than 60 days prior to the end of the subgrant period.

Initials RJL

17. All project costs not exclusively allocated within the approved budget must be requested and approved via the Subgrant Adjust Request (SAR) process prior to any funds being expended.

Initials RJL

18. The grantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the grantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

Initials RJL

19. All contracts under this award should be competitively awarded unless circumstances preclude competition. The grantee agrees to comply with their governing body's procurement policies. Should the grantee not have procurement policies in place, the grantee agrees to comply with the procurement policies of the state which can be found at <http://doas.ga.gov/state-purchasing/law-administrative-rules-and-policies>

Initials RJL

20. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from state grants, termination of this grant award coupled with recoupment of monies provided under an award, and civil and/or criminal penalties.

Initials RJL

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the CJCC.

Authorized Official Signature



Print Authorized Official Name

TONYA R. GRIER
CLERK TO THE COMMISSION

2/24/2022
Date

2/24/2022
Title
ITEM # 22-0108 RCS 2/16/22
RECESS MEETING

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: K76-8-017

AGENCY NAME: Fulton County Board of Commissioners

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

MONTHLY (Requests for reimbursement are due 15 days after the end of the month)

QUARTERLY (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

ELECTRONIC FUNDS TRANSFER (Reimbursements will be deposited into the bank account listed below.
A voided check must be attached to ensure proper routing of funds.)

BANK NAME: Well Fargo

BANK ROUTING NUMBER: 121000248

BANK ACCOUNT NUMBER: 2000139633388

AGENCY CONTACT NAME: Hakeem Oshikoya

AGENCY CONTACT
TELEPHONE NUMBER: 404-612-7641

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: Robert L. Petty Chairman

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: Robert L. Petty



CHECK (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	



**FISCAL YEAR 2021
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Fulton County Board of Commissioners

GRANT NO: #88

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) 2021 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (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 Recipient, has awarded the amount of \$50,000.00 to **Fulton County Board of Commissioners**, as Subrecipient, in accordance with the Fiscal Year 2021 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient 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 Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective on October 1, 2021**, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2023. No modifications to the Budget can be made after the termination date, September 30, 2023 or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY21 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY21 HSGP award will be passed through to the Subrecipient by GEMA/HS.

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

Exhibit A	Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable (COMPLETE, SIGN, AND RETURN With AGREEMENT)
Exhibit B	National Incident Management System (NIMS) Compliance Form (COMPLETE, SIGN, AND RETURN With AGREEMENT)
Exhibit C	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements (COMPLETE, SIGN, AND RETURN With AGREEMENT)
Exhibit E	Tangible Property Report (KEEP FOR REFERENCE)
Exhibit F	Department of Homeland Security, HSGP, Grant Agreement Number <u>EMW-2021-SS-00080</u> , Agreement Articles (KEEP FOR REFERENCE)
Exhibit G	Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER)
Exhibit H	DHS/FEMA Fiscal Year 2021 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at: <u>https://www.fema.gov/sites/default/files/documents/FEMA_FY2021-HSGP-NOFO_02-19-21.pdf</u>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

A. Purchasing: Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>

B. Payment Requests: Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (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.

C. State Purchases on behalf of Subrecipient: GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form 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 Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.

D. Quarterly Progress Report (PROGRESS REPORT): The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.

E. The following reporting periods and due dates apply:

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1 - March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31

**FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS
WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE
PROGRESS REPORT IS RECEIVED.**

F. Biannual Strategy Implementation Reports (BSIR): The Subrecipient 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, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient 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 <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 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 <https://www.gao.gov/>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients 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.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient 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. The Subrecipient shall immediately notify GEMA/HS in writing at any 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. Selected Items of Cost: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

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 Subrecipient.

F. Accounting System: The Subrecipient 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 Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

G. Retention and Maintenance of Records: The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2021 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

H. Withholding and Repayment of Funds: In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient 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 Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

I. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2021 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and

signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient 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 are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient 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 90 days following completion of the exercise in accordance with the FY21 HSGP DHS/FEMA NOFO (Exhibit H).
 - 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 <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient 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 the Subrecipient's preceding fiscal year, the Subrecipient 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.

1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, www.usaspending.gov and www.fsrs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2021 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2021 HSGP DHS/FEMA NOFO (Exhibit H), 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.
- C. The Subrecipient 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 2021 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2021 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient 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 determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever responding outside of its jurisdiction.
- F. The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G. Non-Supplanting Requirement: The Subrecipient 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 Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

- H.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I.** Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J.** Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K.** Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L.** The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M.** The Subrecipient 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.
- N.** No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O.** If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds 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 withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.
- P.** The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401

or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA 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 Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient 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 GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities 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.
For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY21 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/fits/>

S. The Subrecipient agrees that funds from the FY 2021 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 NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288.

Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to 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 at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
4. The Subrecipient shall 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 FY21 NOFO (Exhibit H) and Information Bulletin 288.
5. All Subrecipients leveraging FY 2021 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.

T. Any Subrecipient 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:

1. 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 that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws

V. The Subrecipient understands that any public contracts and subcontracts 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. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient 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 makes changes to the FY21 HSGP grant awarded to GEMA/HS. With the exception of 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.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

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

- A. Cause/Default:** This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the 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 Subrecipient will be required to submit the final invoice no 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 outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement.** Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.
- C. Convenience:** This agreement may be canceled 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 all other parties at least 30 days prior to the effective date of cancellation or termination.
- D. 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. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Fulton County Board of Commissioners have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

SUBRECIPIENT

Signature

Harlan Proveaux, Deputy Director of Homeland Security
Printed Name and Title of Signatory

01 / 24 / 2022

Date of Signature



Signature, Authorizing or Highest Official

**ROBERT L. PITTS
CHAIRMAN**

Printed Name and Title of Signatory



Date of Signature

Agency FEID (XX-XXXXXXX)

133894167

Agency DUNS Number (XXXXXXXXXX)



**TONYA R. GRIER
CLERK TO THE COMMISSION**



Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
ROBERT L. PITTS PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE CHAIRMAN	
SIGNATURE	DATE
 2/24/2022	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



TITLE

ROBERT L. PITTS
CHAIRMAN

APPLICANT ORGANIZATION

DATE SUBMITTED



NIMS Compliance Form

This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

<p>RECOMMENDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> IS-700 (NIMS) An Introduction <input type="checkbox"/> ICS-100: Introduction to the Incident Command System <p>RECOMMENDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations. <input type="checkbox"/> Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans. <input type="checkbox"/> Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center. <input type="checkbox"/> Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements. <input type="checkbox"/> Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community. <input type="checkbox"/> Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions. 	<p>RECOMMENDED continued:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements. <input type="checkbox"/> IS-800 National Response Framework, An Introduction <input type="checkbox"/> ICS-200 ICS for Single Resources and Intial Action Incidents <input type="checkbox"/> ICS-300 Intermediate ICS for Expanding Incidents <input type="checkbox"/> ICS-400 Advanced ICS for Command and General Staff <input type="checkbox"/> IS-701 NIMS Mutliagency Coordination Systems (MACS) <input type="checkbox"/> IS-702 NIMS Public Information Systems <input type="checkbox"/> IS-703 NIMS Resource Management <input type="checkbox"/> Incorporate NIMS/ICS into all tribal, local, and regional training and exercises. <input type="checkbox"/> Participate in an all-hazard exercise program based on NIMS that involves responders from <input type="checkbox"/> Incorporate corrective actions into preparedness <input type="checkbox"/> Inventory community response assets to conform <input type="checkbox"/> To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and <input type="checkbox"/> Apply standardized and consistent terminology, including the establishment of plain English communications standards
---	---

Agency



Authorized Signature



Date

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This **AGREEMENT** is made and entered into by and between the **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.**, (the “**FOUNDATION**”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____ County (“**COUNTY**”), having its principal office at _____. In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY'S governing authority and entry on the COUNTY'S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the **COUNTY** Clerk's Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The **FOUNDATION** is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (**Exhibit A**) to reimburse certain costs to the **COUNTY** to employ interns to complete projects as described in the county grant application (“County Grant Application”) (**Exhibit B**) from May 1, 2022 until September 1, 2022. This Agreement provides the terms and conditions under which the **COUNTY** may receive reimbursement from the **FOUNDATION**.

II. REIMBURSEMENT TO COUNTY.

In exchange for the **COUNTY** hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the **FOUNDATION** shall provide reimbursement to the **COUNTY** as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

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- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$12.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$12.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$24.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$183.60 per intern, per internship.

2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$12.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2022 to September 1, 2022, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$12.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

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to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (“E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 15, 2022 in order to be eligible to receive grant reimbursement.

E. Hiring of Intern. In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 27, 2022:; intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form” (**Exhibit G**); and an intern photograph.

F. Tax Withholdings. The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.

G. Nondiscrimination in Employment Practices. The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

H. Compliance with Applicable Provisions of Federal and State Laws and Regulations. The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:

1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
2. **Fair Labor Standards Act**
3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

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- I. **Duty to Notify FOUNDATION.** It shall be the duty of the **COUNTY** to notify the **FOUNDATION** if an intern quits or is terminated by the **COUNTY** within five (5) days of separation.
- J. **Nepotism.** If the **COUNTY** has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the **COUNTY** shall refrain from hiring interns who are closely related by blood or marriage to **COUNTY** employees or officials who have a hiring or supervisory role over the intern. The **COUNTY** shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the **COUNTY** fails to follow these requirements, the **COUNTY** will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the **COUNTY**. Interns are further not permitted to run personal errands for **COUNTY** officials and staff or work on projects that are unrelated to county government. If the **COUNTY** fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the **FOUNDATION**.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this **AGREEMENT** shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The **FOUNDATION** may terminate this **AGREEMENT** at any time if the **COUNTY** fails to perform any of its obligations under this **AGREEMENT** and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the **FOUNDATION**. The **COUNTY** shall be required to submit all required information not later than 20 days after the date of written notice of termination. The **COUNTY** shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the **COUNTY'S** employment prior to the expiration of their internship period, this **AGREEMENT** shall terminate within 20 days of the separation unless another undergraduate student, graduate student, recent graduate, or a high school student 16 years

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of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2022.
- D. Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

- A.** The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B.** The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

- A.** The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

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- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

Exhibit A	Grant Award Letter
Exhibit B	County Grant Application
Exhibit C	E-Verify Usage and Acknowledgement Form
Exhibit D	Reimbursement Form
Exhibit E	Intern Evaluation Form
Exhibit F	Intern Consent Form
Exhibit G	Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:

Signature

Printed Name

Title:

This 14 day of March, 2022

ASSOCIATION COUNTY COMMISSIONERS OF
GEORGIA CIVIC AFFAIRS FOUNDATION, INC:

Signature

Dave Wills

Printed Name

Secretary-Treasurer

Title:

This _____ day of _____, 2022

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of Fulton County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the Fulton County Governing Authority in a meeting that was properly advertised and open to the public on 2/16/2022, 2022, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.



Donya R. Lewis
Clerk

ACCG Civic Affairs Foundation

February 4, 2022

Ms. Fran Calhoun
141 Pryor Street SW
Atlanta, GA 30303

Dear Ms. Calhoun:

I am pleased to inform you that Fulton County has been awarded a Georgia County Internship Program (GCIP) grant from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2022 summer program in the amount of **\$2107.60** for the **Legislative** intern project to cover **one** internship. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2022 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chairman Robert Pitts
Dick Anderson
Tonya Grier

Georgia County Internship Program Grant Application Summer 2022

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2021 GCIP grant program is Friday, December 17, 2021

Applications should be sent to **Michele NeSmith** at the Foundation via email to mnesmith@accg.org or by mail to:

ACCG Civic Affairs Foundation
191 Peachtree Street NE, Suite 700
Atlanta, GA 30303

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.



Section I: Grant Category

Select (X) the grant category for this application.

General GCIP Grant	<input checked="" type="checkbox"/>
Kundell Environmental Grant	<input type="checkbox"/>
Garner Health and Human Services Grant	<input type="checkbox"/>

Section II: General Grant Information

County Name:	Fulton County Government
County E-Verify Number:	51421
Number of Interns Requested:	1

Are you submitting an application that includes a partner?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
List partners:			
Is your partner a nonprofit, college, or university?	Not Applicable <input type="checkbox"/> Yes <input type="checkbox"/> No		
List contribution level	\$500 (25%)	Other	
<i>(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)</i>			

Name of Grant Coordinator or other Primary Contact:	Fran Calhoun		
County:	Fulton County Government		
Department:	Intergovernmental & Interagency Affairs		
Position:	Division Manager		
Address:	141 Pryor Street SW, Atlanta, GA 30303	Phone:	404-759-4636
Email:	Fran.Calhoun@fultoncountyga.gov	\$:	\$500

Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$2400 plus FICA and WC supplement)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
What amount?	\$:	\$500
OR		
Is the county providing additional funding? (on top of the grant amount)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
What amount?	\$:	



Who will be the supervisor for the intern?

Same as grant coordinator or other primary county contact

Other

Name:		
Department:		
Position:		
Address:		
Email:	Phone:	

Has this individual previously supervised interns?

No

Yes

Is adequate space available to support an intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will outside technical assistance be required for the intern to complete the project?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If Yes, who will provide it:		
Has your county previously had an intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has your county ever had an intern in this field?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a college or university located in your county?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a technical college located in your county?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.) Microsoft Office Suite		
Will any special training be provided to the intern?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please describe:	Interns will be trained on software for tracking legislation and researching legal statutes.	

Section III: Project Description and Intern Position Title

Project Information

Internship position title:	Legislative Intern
----------------------------	--------------------

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document

The Fulton County Division of Intergovernmental & Interagency Affairs (IGA) – Department of External Affairs, develops and maintains relationships with local, state and federal governments on behalf of Fulton County Government. IGA is the principal advocate for the County's legislative initiatives and other legislative matters. IGA also keeps the Board of Commissioners, County Manager and County staff informed about the policies of state and federal governments and related impacts on the County. In addition, IGA monitors federal grants and other funding opportunities, coordinating as necessary the County's applications for initiatives that will benefit the citizens of Fulton County.

Proposed Internship Project Overview

To further Fulton County Government's strategic priorities, IGA is tasked with working with Congressional offices, federal agencies, the Georgia General Assembly and state agencies to advance legislation and annual budget priorities. The proposed project will engage a Legislative Intern to work with the IGA Division team on legislative projects including researching issues, current state government statutes and laws, and County ordinances.

Legislative Internship

For this proposed project, the Legislative Intern will monitor research and monitor summer policy committees in the Georgia General Assembly and related developments related to specific issue areas including behavioral health and justice matters; assist staff managing citizen taskforces; interact with interagency staffs;

draft notes or briefs. Research may also require the Legislative Intern to attend meetings and hearings and obtain records.

While specific responsibilities may vary from day-to-day, they will typically entail the support of ongoing legislative activities and work requests from the Division Manager. The Legislative Intern must meet attendance requirements as established by the office; maintain a good working relationship with managers, staff, members and constituents; accept performance-based criticism and direction; and work a flexible schedule, when needed. This project will build the Division's capacity to support the legislative needs of the County, and to equip staff with information important to shaping policies and legislative initiatives.

Intern Qualifications

Qualified candidates must be a junior or senior undergraduate student majoring in Law, Political Science or Public Administration or related field. Successful candidates should possess the following skills, knowledge and abilities: strong writing skills; some familiarity with legislative, administrative and judicial systems; ability to research and analyze issues; willingness to learn how to track legislation and prepare policy briefs; ability to work both independently and cooperatively with others; good interpersonal skills and professional manner; and ability to exercise good judgment and maintain confidentiality.

Work Location & Supervision

The Legislative Intern will be provided adequate workspace in the Fulton County main government building located in downtown Atlanta. The Legislative Intern will have a dedicated PC and telephone and access to a printer/copier machine and a break room. Workspace will be located on the 3rd floor in the Department of External Affairs in close proximity to the direct supervisor, who will provide guidance on day-to-day project related issues and ensure that the Legislative Intern has access to all of the necessary resources to complete the project timely and satisfactorily.

Need

The need for this project relates to Fulton County's Strategic Priority Areas. Currently the Division does not have a Legislative Intern and constantly struggles to meet its goals in a timely fashion with limited staff resources. This project will move the Division forward by providing us with the information necessary to draft

legislation and policies, capitalize on limited resources, utilize data to drive decisions, and provide excellent service to all internal and external customers.

Benefit to the Intern

The benefits of these experiences to the interns are varied and include: gaining experience working in government; cultivating research ability; honing policy analysis skills; gaining exposure to real-world work issues that may not be found in textbooks; increasing marketability to employers; and building self-confidence in the workplace while developing an expanded network of professional associates.

Benefit to the County

The main benefit of this program to Fulton County Government is that the program will allow the County to showcase public sector operations to a new generation of the workforce. The County Government will have sponsored access and the opportunity to reach talented students we wouldn't have access to otherwise. More specifically, this small Division's capacity and effectiveness will be increased as a direct result of the internship program.

For questions, email mnesmith@accg.org or call (404) 992-8737

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.

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Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, _____, acknowledge that _____ County used the E-Verify program to verify the employment eligibility of _____, GCIP summer intern, on the _____ day of _____ 2022.

County Position

Signature

Date

E-Verify Number

Date of E-Verify Authorization

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Georgia County Internship Program (GCIP) Grant Reimbursement Request Form

Grant reimbursements will be mailed to the County before the end of the contract period, upon proper completion and submission of all required information and obligations pursuant to this Agreement.

County Requesting Reimbursement: _____

Requested By: _____

Intern Information

Name: _____

Department Hired: _____

Number of Hours Worked: _____

Cost of Wages: _____

Cost of FICA: _____

Cost of Worker's Compensation: _____

Total Amount of Reimbursement Requested: _____

For illustrative purposes, the County may request up to the maximum reimbursement amount of \$2607.60 as follows and pursuant to the Agreement. Where any conflict arises between this exhibit and the terms and conditions of the Agreement, the terms and conditions shall control.

Intern wages are paid through the grant at a rate of \$12.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$2,400.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

Reimbursement for Worker's Compensation may be requested at a rate of \$1 per \$100 salary for a maximum reimbursement of \$24.00.

Reimbursement for FICA may be requested at a rate of .0765% multiplied by salary for a maximum reimbursement of \$183.60.

All interns are required to be covered under the County's Workers Compensation Plan. The funds provided for Workers Compensation and for FICA must be used for those purposes. Any wages paid at a rate higher than \$12 per hour shall be paid by the county as well as the cost of FICA and Worker's Compensation associated with wages above that rate.

I, _____, swear and attest that the information provided in this request is accurate to the best of my knowledge. I further understand that I am required to submit proof of payment by submitting pay stubs and any additional documentation that confirms the funds were properly administered by **October 15, 2022**.

Signature

Date

Georgia County Internship Program (GCIP) Intern Evaluation Form

Please answer the following questions thoroughly to help the GCIP learn about the details of your internship. When completed, submit to Michele NeSmith at mnesmith@accg.org.

Name: _____

County: _____

1. Before this internship, were you familiar with county government operations?

2. What have you learned about county government from your internship?

3. What were your major internship responsibilities as you understood them? Please specify.

4. What do you believe were your most significant successes during the internship? Please specify.

5. What was the favorite part of your internship?

6. What specific skills, experiences or knowledge did you gain during the internship? Do you believe these will be useful in helping you meet your future career goals and, if so, how?

7. What advice would give your peers who are considering a county internship?

8. Based on your internship, would you consider a career in county government?

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Georgia County Internship Program (GCIP)

INTERN CONSENT FORM

I, _____, authorize the Association County Commissioners of Georgia Civic Affairs Foundation, Inc., and _____ County to use my name, college or university, year in school, major, terms of employment, image, audio, video, quotations, internship evaluation, interviews and any other pertinent information related to my internship in the Georgia County Internship Program for reporting, promotional, and data collection and analysis purposes, which may include, but is not limited to social networking sites, website, brochures, publications, press releases, videos, photographs and other forms of print and digital media.

Signature of Intern

Date

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GEORGIA COUNTY INTERNSHIP PROGRAM INTERN INFORMATION FORM		
COUNTY INFORMATION		
Name of Supervisor:	Title:	
County:	Department:	
Street Address:		
City:	State:	ZIP Code:
Phone Number:	Email Address:	
INTERNSHIP POSITION INFORMATION		
Full Name of Intern (Hired):		
Street Address:		
City:	State:	ZIP Code:
Phone Number:	Personal Email address:	
College/University Student Attends:	Program or Major:	Expected Year of Graduation:
Post Graduation Plans:		
Intern Position Title:	Department:	
Start Date:	End Date:	Hours Worked Per Week:
SIGNATURES		
Signature of County Supervisor:		Date:
Signature of Hired Intern:		Date:

This form must be completed in full for each intern the county has hired who is being paid through Georgia County Internship Program grant funds. No funding will be granted without this form.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULTON COUNTY AND RACHEL ST. FLEUR

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement" or "Contract"), entered into this 1st day of July, 2022, by and between FULTON COUNTY GEORGIA (hereinafter "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and Rachel St. Fleur, (hereinafter "Independent Contractor").

ARTICLE I – INDEPENDENT CONTRACTOR SERVICES

Paragraph 1.0. The County retains Independent Contractor, and the Independent Contractor accepts retention by the County, to render the services as hereinafter defined and required, to perform such Services solely in the manner and to the extent required by the parties herein, and as may be hereafter amended or extended in writing by mutual agreement of the parties.

Paragraph 1.1. The County acknowledges that it will employ this person as an Independent Contractor to render the services defined and required herein.

ARTICLE II - SCOPE OF DUTIES

Paragraph 2.0. Upon execution of the Contract, Independent Contractor is obligated to provide the following services for the County (collectively referred to as "Services"):

1) Reviews and handles all calendars related to Abandonment which is a misdemeanor crime under OCGA § 19-10-1, which is committed when a parent leaves a child in a dependent condition, 2) confirms the arrears and estimated payments on outstanding child support orders; 3) verifies the payment slips in a contempt action, 4) researches address information and employment, 5) verifies whether the custodian parent is on public assistance; 6) explains the

court process to the complainants, and 7) serves as a resource in preparing all documents and litigation regarding issues regarding child support.

ARTICLE III - COMPENSATION FOR SERVICES

Paragraph 3.0. Independent Contractor agrees to provide services at the rate of \$30.06 per hour, not to exceed 29 hours a week, to be paid by a Fulton County based vendor on a bi-weekly basis and not as an employee through employee payroll. As such, Independent Contractor shall provide the County with his/her Taxpayer I.D. and invoice the County for the Services performed.

Paragraph 3.1. The total dollar amount of this Contract shall not exceed \$45,330.48.

ARTICLE IV - TERMINATION

Paragraph 4.0. In the event that County determines it no longer requires the Services of Independent Contractor, the County may terminate this Contract by giving thirty (30) calendar days' prior notice in writing (by hand delivery or posting in U.S. Mail) to Independent Contractor. No cause is necessary for termination.

Paragraph 4.1. If through any cause, Independent Contractor shall fail to fulfill her obligations under this Contract in a timely and proper manner; or in the event that any of the provisions or stipulations of this Contract are violated by Independent Contractor; or there is misconduct on the part of Independent Contractor, which reflects upon the good order and services of the County, the County shall there upon have the right to immediately suspend or terminate this Contract as a breach of the Contract terms and conditions by serving written notice upon Independent Contractor of County's intent to suspend or terminate the Contract. If the Contract is terminated by the County pursuant to this provision, Independent Contractor will be compensated for the work satisfactorily performed up to the date of termination.

Paragraph 4.2. In the event that Independent Contractor determines it is no longer in his/her best interest to continue her Contract with the County, Independent Contractor may likewise terminate this Contract by giving thirty (30) calendar days' notice in writing (by hand delivery or posting in U.S. Mail) to Keith E. Gammage, Solicitor General, 160 Pryor Street, Third Floor, Atlanta, Georgia 30303.

ARTICLE V - INDEPENDENT CONTRACTOR STATUS

Paragraph 5.0. Nothing contained herein shall be deemed to create any relationship other than that of an Independent Contractor between the County and Independent Contractor. Under no circumstances shall the Independent Contractor, his/her employees, associates or agents be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 5.1. The County will issue to Independent Contractor a Form 1099 for the Services performed as an Independent Contractor.

Paragraph 5.2. Independent Contractors acknowledges that this relationship is not a joint venture and that the parties do not have any shared business interest other than the Independent Contractor successfully completing the contracted for Services.

Paragraph 5.3. Independent Contractor acknowledges that he/she has no right of redress pursuant to the Fulton county Personnel Rules and Regulations or other regulations applicable to County employees.

Paragraph 5.4. Independent Contractor acknowledges that he/she shall have no right to accrue sick or vacation leave or to accrue other rights and employee benefits, including but not limited to, pension, worker's compensation coverage or health coverage; nor will the County pay for any professional licenses required by the Independent Contractor to perform the Services.

Paragraph 5.5. Independent Contractor agrees that he/she is responsible for her own income tax withholding and Social Security self-employment taxes, professional liability insurance and excess coverage.

Paragraph 5.6. Independent Contractor agrees that the Contract is subject to, but not limited to, the Independent contractor being licensed and in good-standing with State Bar of Georgia.

Paragraph 5.7. Independent Contractor agrees at all times to fulfill his/her professional duties to protect the County's privileged and confidential information along with the privileged and confidential information of any person he/she is retained to render Services for under this contract.

Paragraph 5.8. The Independent Contractor will return all County documents, including all copies of any documents coming under his/her possession during performance of the Contract, when the Contract is complete or if terminated.

Paragraph 5.9. Independent Contractor shall not hold himself/herself out to any party as an employee of Fulton County.

ARTICLE VI - TERM OF CONTRACT

Paragraph 6.0. This Contract will be effective **July 1, 2022** and shall remain in force and effect until **June 30, 2023** unless earlier terminated under the terms and conditions of this Contract. If funds are not allocated by the Fulton County Board of Commissioners, this Contract will terminate upon the expiration of the then existing term.

ARTICLE VII - INDEMNIFICATION

Paragraph 7.0. Independent Contractor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and

expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of his/ her obligations under this Contract. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from liability of any nature or kind based upon Independent Contractors use of any copyrighted or non-copyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in the performance of the Independent Contract, for which Independent Contractor is not the assignee or licensee.

Paragraph 7.1. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any injury (including death), loss, claim, demand, liability or damage sustained by the Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents. Independent Contractor further agrees to provide County with proof that Independent Contractor is identified as an insured in a professional/public liability insurance policy, with an insurance policy, covering Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns and agents, and shall expressly indemnify and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any claims, demands, actions and causes of actions arising from any act of Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents while under the terms of this

Contract.

ARTICLE VIII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 8.0. This Contract constitutes the entire Contract between the County and Independent Contractor, and there are no further written or oral agreements with respect thereto. No variation or modifications of this Contract, and no waiver of its provisions, shall be valid unless in writing and signed by the County and Independent Contractor.

ARTICLE IX - SEVERABILITY OF TERMS

Paragraph 9.0. If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE X - CAPTIONS

Paragraph 10.0. The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the intent of the provisions thereof.

ARTICLE XI - GOVERNING LAW

Paragraph 11.0. This Contract shall be governed in all respects, as to validity, construction, capacity, performance or otherwise, by the laws of the State of Georgia.

ARTICLE XII – COUNTY’S RIGHT OF INSPECTION

Paragraph 12.0 County shall have the right, at its sole discretion, to inspect and review the Services provided by the Independent Contractor hereunder to determine their acceptability. County shall also have the right to review all of the Independent Contractor's records pertaining to this Agreement and Independent Contractor agrees to properly maintain its records so as to allow the County to audit its fees, standards, and services. Independent Contractor shall make such records

available to County officials within seventy-two (72) hours written notice.

ARTICLE XIII - COOPERATION BY CONTRACTOR WITH COUNTY

Paragraph 13.0 Independent Contractor shall maintain regular communications with the County and the Office of the Solicitor General and their administrative staff, and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting the County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Independent Contractor's provision of services under this Agreement.

ARTICLE XIV - COMPLIANCE WITH APPLICABLE LAWS

Paragraph 14.0. The Independent Contractor shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations and professional codes of responsibilities relating to the provision of the Services contracted to be provided by the Independent Contractor hereunder or which in any manner affect this Agreement.

ARTICLE XV - NO CONFLICT

Paragraph 15.0. Independent Contractor represents and warrants that he/she presently has no interest, direct or indirect and covenants and agrees that he/she will not, during the term of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of her duties and obligations hereunder. However, nothing herein shall be construed as limiting or preventing Independent Contractor for performing Services for other persons or entities, including private clients, so long as they do not conflict with this agreement. Independent Contractor further covenants and agrees for herself, her agents, employees, directors and officers to comply fully with the provisions of the Official Code of Georgia (O.C.G.A. Sec. 45-10-20 et. seq.) and the provisions of the Fulton County Code of Ethics (Section 23-9-1 et. seq.) governing conflicts

of interest of persons doing business with the County, as such provisions now exist or may be amended hereafter. Independent Contractor represents and warrants that such provisions are not and will not be violated by this Agreement or the Independent Contractor's performance hereunder.

ARTICLE XVI - NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Paragraph 16.0. During the performance of this contract, the Independent Contractor agrees as follows:

1. The Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin. As used herein, the words "shall not discriminate" mean and include, without limitation, the following: recruit, whether by advertising or other means; compensate, whether in the form of rates of pay, or other forms of compensation; select for training, including apprenticeship; promote; upgrade; demote; downgrade; transfer; lay off; and terminate.

2. The Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the nondiscrimination clause.

3. The Independent Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of the Independent Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, religion, color, sex, or national origin.

4. The Independent Contractor and her sub Independent Contractors, if any shall file compliance reports at reasonable times and intervals with the county in the form and to the extent prescribed by the director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the Independent

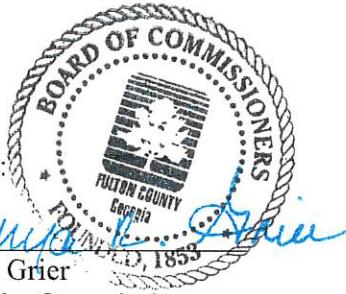
5. The Independent Contractor shall include the provisions of this paragraph in its entirety in every subcontract or purchase order so that such provisions will be binding upon each subcontractor.

IN WITNESS THEREOF, the parties hereto have set their hands and seals.

FULTON COUNTY, GEORGIA

ATTEST:

Tonya R. Grier
Clerk to the Commission



By:

Robert L. Pitts, Chairman
Board of Commissioners
141 Pryor Street, S.W, 10TH Floor.
Atlanta, Georgia 30303

WITNESS:

INDEPENDENT CONTRACTOR

By:

Rachel St. Fleur

APPROVED AS TO FORM:

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Cheryl Ringer
County Attorney's Office
141 Pryor Street, 4th Floor
Atlanta, GA 30303

APPROVED AS TO CONTENT

Keith E. Gammage
Keith E. Gammage
Solicitor General
160 Pryor Street, 3rd Floor
Atlanta, GA 30303