

Memorandum of Understanding (MOU)
BY and BETWEEN
GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
AND
ATLANTA-FULTON COUNTY EMERGENCY MANAGEMENT AGENCY

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/Homeland Security" and Atlanta-Fulton County Emergency Management Agency (AFCEMA)

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

hereinafter referred to as Subgrantee relating to application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG).

WHEREAS, GEMA/Homeland Security as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA EMPG as authorized under Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. 5121 *et seq.*); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. 7701 *et seq.*); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. 4001 *et seq.*) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities, and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EMGrantsPro system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the above-mentioned Acts and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the EMPG and shall adhere to the application of those above-mentioned

Acts and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/Homeland Security guidelines, regulations and directives, to include but not to limited to the following:

- Use gema.ga.gov and gaemgrants.com, as applicable to access forms, request time extensions and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/Homeland Security, DHS FEMA, Office of Inspector General (OIG) or to any state or federal agency as determined by GEMA/Homeland Security, to include but not limited to: procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/Homeland Security by the Subgrantee shall become the property of GEMA/Homeland Security.
- The Subgrantee will be required to execute a separate subgrant agreement for EMPG in addition to this MOU.
- The Subgrantee agrees to monitor gema.ga.gov and gaemgrants.com for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of GEMA/Homeland Security

- GEMA/Homeland Security agrees to maintain gaemgrants.com subject to the availability of funding.
- GEMA/Homeland Security shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for advancement of funds, assist Subgrantee in correcting deficiencies, and disburse funds to the Subgrantee in a timely manner as possible.
- GEMA/Homeland Security shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through gaemgrants.com, gema.ga.gov and/or the appropriate alternate methods of communication.
- GEMA/Homeland Security shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

Terms of Agreement

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies or procedures applicable to EMPG funding shall constitute an amendment to this Agreement.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA EMPG.

Disclaimer

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/Homeland Security provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA EMPG.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/Homeland Security does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/Homeland Security and adopted by the Subgrantee, does not serve as GEMA/Homeland Security's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the DHS FEMA EMPG.

The Subgrantee, by its decision to participate in the EMPG, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/Homeland Security, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/Homeland Security, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws, regulations and policies, require refund of advanced funds and

take any and all other actions it deems appropriate to protect those funds for which it is responsible.

Additional Laws and Policies

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and Programs

Or

hsgrants@gema.ga.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:

State's Witness

Name: Sheneka Turner

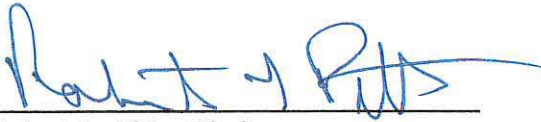
State Coordinating Officer

Name: Ceporia McMillian

Date

Telephone Number: (404) 635-7095

FULTON COUNTY, GEORGIA



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

ATTEST

Tonya L. Griggs, Interim Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:



Patrise Perkins-Hooker
County Attorney



Matthew Kallmyer
Fulton County Emergency
Management Services

ITEM # 19-0944 RCS 11/12/19 ⁶
RECESS MEETING

Exhibit A

Designation of Applicant's Agent

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

Primary Agent's Name: Matthew Kallmyer

Title: Director

Telephone number: 404-612-5660

Email Address: matthew.kallmyer@afcema.com

Alternate Agent's Name (Optional): Donnie Reece

Title: Operations Manager

Telephone number: 404-612-5660

Email Address: donnie.reece@afcema.com

Authorized Agent's Name: Cat Hofmann

Title: Logistics & Administrative Support Manager

Telephone number: 404-612-5615

Email Address: cat.hofmann@afcema.com

Financial Agent's Name: Cat Hofmann

Title: Logistics & Administrative Support Manager

Telephone number: 404-612-5615

Email Address: cat.hofmann@afcema.com

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for the Emergency Management Performance Grant Program on behalf of the Subgrantee for the purpose of obtaining funding under the above-mentioned Acts. The above named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

FULTON COUNTY, GEORGIA



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



Tonya L. Grier, Secretary Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:



Patrise Perkins-Hooker
County Attorney



Matthew Kallmyer
Fulton County Emergency
Management Services

ITEM # 19-0944 RCS 11.20.19
RECESS MEETING