

Memorandum of Understanding (MOU) Instructions

1. The MOU consists of a 7-page document and 1 Exhibit (A); 8 pages total. All documents must be completed and returned to Georgia Emergency Management and Homeland Security Agency (GEMA/Homeland Security) with the appropriate signatures.
2. The MOU and Exhibit A should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and Exhibit A; print the entire document.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone and date of signature. An email address is required to obtain access to the system (all email addresses must be unique; no duplicates are allowed).
7. **Please Note: The same person must sign the MOU and Exhibit A.**
8. Once the documents are complete and signed, they must be sent to the following email address: hsgrants@gema.ga.gov

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the Georgia EMGrantsPro system as it will need to be scanned and uploaded by our staff.

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

Memorandum of Understanding (MOU)

BY and BETWEEN

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

AND

OCONEE 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 Oconee County

officially domiciled at 1120 Experiment Station Road Watkinsville, Georgia 30677

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).

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

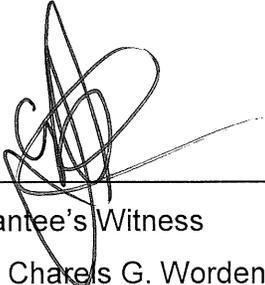
Or

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



Subgrantee's Witness
Name: Charles G. Worden, Jr.

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



Chief Elected/Appointed Official
or Chief Executive Officer
Name: John Daniell
Title: Chairman
Date February 11, 2020
Telephone Number: (706) 769-5120

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: Charles G. Worden, Jr.

Title: EMA Director

Telephone number: (706) 310-3601

Email Address: cworden@oconee.ga.us

Alternate Agent's Name (Optional):

Title:

Telephone number:

Email Address:

Authorized Agent's Name: Justin Kirouac

Title: Oconee County Administrator

Telephone number: (706) 769-5120

Email Address: jkirouac@oconee.ga.us

Financial Agent's Name: Wesley L. Geddings

Title: Director of Finance

Telephone number: (706) 769-2944

Email Address: wgeddings@oconee.ga.us

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.



Chief Elected/Appointed Official
or Chief Executive Officer

Name: John Daniell

Title: Chairman

Telephone Number: (706) 769-5120



Date