

### **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/HS) 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](mailto: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/HS 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

The City of Smyrna, Georgia

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/HS" and The City of Smyrna, Georgia

officially domiciled at The City of Smyrna, Georgia.

hereinafter referred to as Subgrantee relating to an application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and GEMA/HS Homeland Security Division Grant Programs.

WHEREAS, GEMA/HS as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities and are properly reimbursed to the Subgrantee; and

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

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

**Responsibilities of the Subgrantee**

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Homeland Security Act and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the Department of Homeland Security grant programs and shall adhere to the application of the Homeland Security Act of 2002 and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

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

- Use [gema.ga.gov](http://gema.ga.gov) and [ga.emgrants.com](http://ga.emgrants.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/HS, DHS FEMA, Office of Inspector General (OIG), or to any state or federal agency as determined by GEMA/Homeland Security, including 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/HS by the Subgrantee shall become the property of GEMA/HS.
- The Subgrantee will be required to execute a separate subgrant agreement in addition to this MOU.
- The Subgrantee agrees to monitor [gema.ga.gov](http://gema.ga.gov) and [ga.emgrants.com](http://ga.emgrants.com) for any changes in law, regulations, policy, or procedure which affect 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 laws, 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/HS**

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

## **Term of Agreement**

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

## **Disclaimer**

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

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/HS does not render legal opinions to Subgrantees but rather provides information intended to assist a Subgrantee prudently managing 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/HS and adopted by the Subgrantee does not serve as GEMA/HS'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.

The Subgrantee, by its decision to participate in the GEMA/HS Homeland Security Division grant programs, 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/HS, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/HS, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee complies with all applicable state and federal laws, regulations, and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

## **Additional Laws and Policies**

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

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

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

## **Notices**

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

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

**Or**

[HSgrants@gema.gov](mailto:HSgrants@gema.gov)

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

WITNESSES:

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State's Witness

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Preparedness Grants and Programs

Deputy Manager

Date:

Telephone Number: (404) 635-7095

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Subgrantee's Witness

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Chief Elected/Appointed Official

Name agreement in or Chief Executive Officer

Name:

Title:

Date:

Telephone Number:

## 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/HS in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name:

Title:

Telephone number:

Email Address:

Alternate Agent's Name (Optional):

Title:

Telephone number:

Email Address:

Authorized Agent's Name:

Title:

Telephone number:

Email Address:

Financial Agent's Name:

Title:

Telephone number:

Email Address:

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for GEMA/HS Homeland Security Division grant program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). The above-named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

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Chief Elected/Appointed Official  
or Chief Executive Officer

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Date

Name:

Title:

Telephone Number: