Honorable Donnie Haralson  
Sheriff of Crisp County  
196 Highway 300, South  
Cordele, Georgia 31015

Dear Sheriff Haralson:

On behalf of Governor Nathan Deal, it is my pleasure to provide you a copy of your executed Grantee-Subgrantee Agreement for the 2009 Homeland Security Grant Program. Please adhere to all requirements included in the agreement. In addition, mail request for reimbursement to our office, Attention: Public Assistance, Post Office Box 18055, Atlanta, Georgia 30316. Documentation should include copies of invoices, cancelled checks or other type of justification and an executed Exhibit E.

Quarterly progress reports are due at the end of each calendar quarter. The initial progress report will cover the period through June 30, 2012 and should be submitted no later than July 15, 2012.

If you require further information as to the grantee package, please contact Tara Diaz, Grants Manager, at 404-635-7066 or 1-800-TRY-GEMA. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Angi Whatley  
Public Assistance Division Director

Enclosures
The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), approved the application and awarded grant funding from the Fiscal Year 2009 Homeland Security Grant Program to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009, Public Law 110-329. GEMA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA, as Grantee, has awarded the amount of $25,000.00 to Crisp County Sheriff’s Department, as Subgrantee, in accordance with the Fiscal Year 2009 Homeland Security Grant Program (HSGP), State Homeland Security Program.

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is Charley English, Authorized Grantee Official. The State has designated Ralph Reichert as the Program Manager of this program. The Subgrantee’s Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee’s Authorized Official is the person whose name appears on page nine (9) of this agreement and whose signature appears on page nine (9) of this agreement.

Purpose: The Subgrantee 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 Detailed Budget Worksheet (Exhibit D). Any change to the budget worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change. After all approved items on the approved budget worksheet have been reimbursed to the Subgrantee, this Subgrantee Agreement shall terminate, and any remaining funds will be thereby forfeited by the Subgrantee and such funds shall be deobligated and reallocated by GEMA. If a detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

Effective Date: From August 1, 2009 to July 31, 2011

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date.

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


- Exhibit C NIMS Compliance Form

- Exhibit D Approved Detailed Budget Worksheet(s)
Exhibit E  Payment Request Form
Exhibit F  Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable
Exhibit G  Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6.
Exhibit H  Financial Status Report (FSR) Reporting Form.
Exhibit I  Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee

Reimbursement and Reporting Requirements

1. **Payment Request Forms**: Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable canceled checks (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 Forms.

2. **State Purchases on behalf of Subgrantee**: GEMA may, with the Written Consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of the Subgrantee must provide justification, receive approval from GEMA and provide GEMA with the Written Consent for GEMA to expend these funds. If GEMA does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA. If the Acknowledgement Form is not returned to GEMA in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.

3. **Financial Status Report (FSR)**: The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due no later than April 30). A copy of this form is attached as Exhibit H to this agreement.

4. **Biannual Strategy Implementation Reports (BSIR)**: The Subgrantee shall complete and submit any other reports as requested by GEMA and cooperate and assist GEMA in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA’s request and direction to assist GEMA in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.

5. **Grant Closeout Report**: Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final FSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.
Audits, Financial Regulations and Guides

1. Audits and Monitoring: The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, auditors or representatives shall have access to any books, documents, papers and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority of the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 and this Agreement.

If your entity receives $500,000 or more in federal assistance (from all federal sources, not just this grant), during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to: Departments of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW Room I-156, Atlanta, Georgia 30331-8400.

2. Laws, Regulations and Program Guidance: The Subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements
   1) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
   2) 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles
   1) 2 CFR Part 223, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
   2) 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
   3) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
   4) Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements
   OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Referenced CFR sections can be accessed online at www.ecfr.gpo.access.gov.

3. OMB Circular A-133: The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Financial Guide (Exhibit A). If the Subgrantee is required under OMB Circular A-133 to conduct a single audit, the Subgrantee shall provide GEMA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA with this signed Agreement. Subgrantee shall immediately notify GEMA in writing directed to the Grants Manager at any future 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.

4. OGO Financial Management Guide: The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the United States Department of
5. **Accounting System:** The Subgrantee 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 subgrantee is managing federal and state financial assistance programs in compliance with the current edition of the Financial Guide (Exhibit A) and all applicable laws and regulations.

6. **Retention and Maintenance of Records:** Subgrantee shall comply with the OMB administrative requirements circulars and the current edition of the Financial Guide (Exhibit A) in retaining and maintaining records pertinent to the subgrant award. All such records shall be retained by the subgrantee for at least three years from the date of the final expenditure report by GEMA to DHS to close out the State of Georgia’s 2009 HSFGP grant. Refer to the Financial Guide (Exhibit A) for exceptions which would require a longer record retention period.

7. **Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this agreement, if the Subgrantee 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 may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA 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 Subgrantee for other projects under this program, or under this or other agreements.

8. **Payment of Funds to GEMA:** In addition to any other remedies available, the parties agree that GEMA will be entitled to payment from the Subgrantee for any funds paid by the state or for which the state is responsible to pay on behalf of the Subgrantee for which GEMA is unable to receive payment from or will be required to repay the grant funds due to the Subgrantee’s failure to cooperate in providing the required documentation showing receipt of the goods or services or other failure on the part of the Subgrantee, including without limitation timely completing and returning to GEMA the Acknowledgment Form attached as Exhibit I.

### National Initiatives

1. Subgrantee agrees to comply with all applicable terms and conditions of the Fiscal Year 2009 Homeland Security Grant Program Guidance (Exhibit B), including without limitation meeting the minimum National Incident Management System (NIMS) Fiscal Year 2009 compliance requirements in the NIMS Compliance section of the DHS Guide and the NIMS Integration Center (NIC). State, territory, tribal and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the FY 2008 compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available through the FEMA NIC at [http://www.fema.gov/emergency/nims/](http://www.fema.gov/emergency/nims/). In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee’s assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the signed original Grantee-Subgrantee Agreement. For the next grant period, NIMSCAST will be the required means to report NIMS compliance. For FY 2010 preparedness grant award eligibility, all grant award recipients must have met the requirement to submit their compliance assessment via the NIMSCAST by September 30, 2009.

2. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
3. Subgrantee 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 will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at http://hscep.dhs.gov.

(a) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

(b) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at https://www.hscep.dhs.gov/ and must be preapproved by the GEMA Terrorism Emergency Response and Preparedness (TERP) Exercise Program Director.

(c) Subgrantee must report to the GEMA TERP Exercise Program Director prior to conducting scheduled exercises and provide the Program Manager with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the DIS Guide (Exhibit B).

(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 www.fema.gov/emergency/nims/.

Special Conditions

The Subgrantee agrees to the following conditions:

1. The Subgrantee agrees to use all grant funding awarded from the FY 2009 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the 2006 State Strategic Plan for Terrorism and All-Hazards Preparedness, including goals and objectives, and any respective Urban Area Security Strategies.

2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2009 Homeland Security Grant Program (HSGP) Guidance and Application Kit (Exhibit B), and to comply with all DHS requirements and cooperate with GEMA to comply with federal and state requirements related to the grant funding.

3. The Subgrantee 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 Investment Justifications which were submitted as part of the State of Georgia’s FY 2009 HSGP application.

4. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA’s Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of a weapons of mass destruction event. Subgrantee shall and sign any other Mutual Aid Agreements GEMA or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.

5. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD), agrees to comply with the following:

(a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.
6. Subgrantee will continuously maintain up-to-date data for its current resources in the Resource Database which can be accessed on the Web at https://db.gema.ga.gov.

7. The Subgrantee agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

8. The Subgrantee agrees to cooperate with any assessments, national 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 agreement.

9. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in the current edition of the Financial Guide (Exhibit A).

10. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required and competitive bidding is encouraged, as explained in the current edition of the Financial Guide (Exhibit A).

11. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification of adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA and GPD.

12. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

13. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA. In addition, GEMA may also withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

14. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA’s Grant Program Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security."

15. Subgrantee acknowledges that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which an award recipient or sub-recipient purchases ownership with federal support. The Subgrantee agrees to consult with FEMA through GEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
16. The Sub.grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: “Purchased with funds provided by the U.S. Department of Homeland Security.”

17. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA to ensure compliance with applicable laws, including: National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898); and Grants Program Directorate Information Bulletin No. 271. The grantee shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements. Any project with the potential to impact EHP resources cannot be initiated until FEMA has completed its review. Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact Environmental of Historical Preservation (EHP) resources without the prior approval of FEMA, through GEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater and shall coordinate with GEMA regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities may occur during project implementation, the Subgrantee must obtain preapproval from GEMA and ensure monitoring of any ground disturbance. If any ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbed, and, if any potential archaeological resources are discovered, the Subgrantee must immediately cease construction in that area and notify FEMA, through GEMA, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for funding from FEMA or GEMA. Additional information regarding EHP compliance requirements projects funded by this subgrant can be found in the DHS Guide (Exhibit B), in FEMA’s Information Bulletin #271, Environmental Planning and Historic Preservation Requirements for Grants, available at http://ojp.usdoj.gov/odp/docs/info271.pdf. Additional information and resources can also be found at http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm.

18. Subgrantee agrees to cooperate with GEMA in assuring that any training funded through HSGP funding is reported through the training Information Reporting System (“Web-Forms”), as more fully explained in the FY 2009 Homeland Security Grant Program (HSGP) Program Guidance and Application Kit. (Exhibit B).

19. Subgrantee agrees that funds from the FY 2009 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS Guide (Exhibit B) and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

(a) Use such funds to:

(i) 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 on the Web at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf.
(ii) Support achievement of baseline levels of capability as defined in the fusion capability planning tool.

(iii) Achievement of baseline levels of capability as defined in the fusion capability planning tool.

(b) Provide GEMA with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the three-year federal funding period.

(c) Provide GEMA 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 Guide (Exhibit B) and Information Bulletin 288.

20. All Subgrantees leveraging FY 2009 HSGP funds in support of information sharing and intelligence fusion and analysis centers are encouraged to leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN).

21. In accordance with the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 (Public Law 110-329), grant funds must comply with the following two requirements:

• None of the funds made available shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

• None of the funds made available shall be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC13212).

22. When implementing DHS FEMA GPD-funded activities, the Subgrantee understands and agrees that it must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended.

23. If using subcontractors or contractors, Subgrantee shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

24. The Subgrantee understands that beginning on July 1, 2007, any public contracts and subcontracts that are 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.

Changes to Agreement: There shall be no changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

Termination

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

1. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any 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 Subgrantee will be required to submit the final invoice not 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 costs associated with the subgrantee's activities.
obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

2. Convenience: This agreement may be cancelled 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 the other party at least 30 days prior to the effective date of cancellation or termination.

3. 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 or in the event the sum of all obligations of GEMA 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 as of that moment. The certification by the Director of GEMA of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

By: ________________
Authorized Grantee

Signature Date

By: ___________________________
Subgrantee's Authorized Official

Signature Date

Printed or Typed Name of Subgrantee's Authorized Official
NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2009, state agencies, tribes, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the FY 2008 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST). This document describes the actions that jurisdictions must have taken by September 30, 2009 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

☐ 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.

☐ 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.

☐ 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.

☐ Preparedness/Planning: Establish the community's NIMS baseline against the FY2005 and FY2006 implementation requirements. (NIMSCAST and/or Implementation Plan)

☐ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.

☐ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

☐ Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).

☐ Development of an implementation plan exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.

☐ Complete IS-700 NIMS: An Introduction
☐ Complete IS-800 NRP: An Introduction
☐ Complete ICS 100 and ICS 200 Training
☐ Implement ICS-300 Intermediate ICS
☐ Implement ICS-400 Advanced ICS

☐ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.

☐ Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.

☐ Incorporate corrective actions into preparedness and response plans and procedures.

☐ Inventory community response assets to conform to homeland security resource typing standards.

☐ To the extent permissible by law, ensure that relevant rational standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.

☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.

Authorized Signature: [Signature]
Date: 3/27/10
Agency: [Agency]

[Stamp]
Exhibit F
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 costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal assistance funds to assure non-disclosure during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. 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.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§6702 and 763) relating to prescribed standards of merit systems for programs funded under one of the statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 950, Subpart F).

9. 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.

10. 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 1685-1688), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (28 U.S.C. §794), which prohibits discrimination on the basis of handicap; (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. 91-613), as amended, relating to nondiscrimination on the basis of alcoholism; (g) §§503 and 504 of the Civil Rights Act of 1973 (42 U.S.C. §§2000d-1 and 2000e-2), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the requirements of any other Federal assistance and drug abuse patient records; (i) 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; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
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. §§ 1681-1688, and 1686-1688), 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 handicap; (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. 92-256), 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. §§ 200 dd-3 and 290 aa-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e 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 compiled, 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.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(3) 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) mitigation 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) institution of water quality control measures pursuant to 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 and threatened species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


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. §54701 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

Completed on submission to Grants.gov

* APPLICANT ORGANIZATION

* DATE SUBMITTED

Completed on submission to Grants.gov

* TITLE

Finance Director

3/8/12
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 28 CFR Part 66, 'New Restrictions on Lobbying' and 28 CFR Part 67, '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 Justice 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 28 CFR Part 66, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 66, 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 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;

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 sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.616--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, or excluded from Federal benefits by any governmental entity (Federal, State, or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment 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 (1)(b) of this certification; and

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

B. Where the applicant is unable to certify 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 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

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 workplace and specifying the maximum penalties that may be imposed by the employer for violation of such prohibition;

(b) Establishing an ongoing 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 by the employer 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 (e); and

(d) Notifying the employee in the statement required by paragraph (e) 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 by violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

c) 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. Employees of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(1) 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 (e), (f), (g), (h), (i), and (j).

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.

Section 67.620 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check ☐ if the State has elected to complete OJP Form 40617.

DRUG-FREE WORKPLACE
(Grantees who are individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 26 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

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

1. Grantee Name and Address:
   [Signature]
   [Address]

2. Application Number and/or Project Name
   [Signature]
   [Number]

3. Grantee IRS/Vendor Number
   [Signature]
   [Number]

4. Typed Name and Title of Authorized Representative
   [Signature]
   [Name]

5. Signature
   [Signature]
   [Date]

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