

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the **6th day of January 2025**, by and between **DEKALB COUNTY BOARD OF COMMISSIONERS** on behalf of DeKalb County, Georgia (hereinafter referred to as the "Subgrantee") and the **ATLANTA REGIONAL COMMISSION** (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage Subgrantee to render certain work and services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Homeland Security ("DHS") through the Georgia Emergency Management Agency and Homeland Security Agency ("GEMA/HS"), (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as the "Concerned Funding Agencies"); and

WHEREAS, Subgrantee desires to render such work and services in connection with the Project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Engagement of Subgrantee.** ARC hereby agrees to engage Subgrantee and Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Scope of Services.** Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment A which is attached hereto and made a part hereof.
3. **Time of Performance.** The effective date of this Agreement is **January 6, 2025**. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. All work and services required hereunder shall be completed on or before **April 1, 2027**.
4. **Compensation.** Subgrantee shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment B which is attached hereto and made part hereof. Compensation for work and services in the performance of this Agreement shall not exceed **\$600,000.00**.
5. **Approval of Subcontracts.** None of the work or services to be performed under this Agreement by Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, Subgrantee shall provide ARC with such documentation as ARC's Executive Director or her authorized agent shall require, regarding the method Subgrantee used in selecting its subcontractor. Subgrantee acknowledges that if work or services to be performed under this Agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. Subgrantee agrees to abide by such regulations in its selection procedure.
6. **Assignability.** Subgrantee shall not assign, sublet or transfer its interest or any portion of its interest in this Agreement without the prior written approval of ARC.
7. **Amendments.** ARC may require changes in this Agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of Subgrantee's compensation shall be incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of ARC only by ARC's Executive Director and Board Chair.

8. Insurance. Subgrantee shall have and maintain, during the term of this Agreement, insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices.
9. Formal Communication. Formal communications regarding this Agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports. All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of Subgrantee (executor) and ARC's Executive Director. However, Subgrantee's executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act on his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.
10. ARC's Designated Agent. Regarding Paragraph 9 above, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this Agreement only, except for amendments and terminations.
11. Reports. Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC, outlining the work accomplished by Subgrantee, including the current status of the Project, and the percentage of work which has been completed.
12. Financial Reports. In addition to other records required by this Agreement, Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
13. Review and Coordination. To ensure adequate assessment of Subgrantee's performance and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services performed hereunder. Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies to review such work and services. Reasonable notice of such review meetings shall be given to Subgrantee.
14. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for Subgrantee pursuant to this Agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
15. Maintenance of Cost Records. Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of final payment pursuant to this Agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this Agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. Subgrantee shall include the provisions of this Paragraph 15 in any subcontract executed in connection with this Project.
16. No Obligation by the Federal Government. ARC and Subgrantee acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ARC, Subgrantee, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying contract.
17. Subgrantee's Personnel. Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve (12) month period immediately prior to the date of this Agreement, except with the express prior written consent of ARC. Further, Subgrantee agrees that no such

former ARC employees shall be involved in any way with the performance of this Agreement, without the express prior written approval of ARC.

18. Employees' Rate of Compensation. The rate of compensation for work performed under this Project by a staff member or employee of Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for Subgrantee. Charges for salaries and wages of individuals shall be supported by time, attendance, and payroll distribution records.
19. Interest of Subgrantee. Subgrantee covenants that neither Subgrantee, nor anyone controlled by Subgrantee, controlling Subgrantee, or under common control with Subgrantee, nor its agents, employees or sub-subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of Subgrantee's service hereunder in an impartial and unbiased manner. Subgrantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Subgrantee as an agent, sub-subgrantee or otherwise. If Subgrantee contemplates taking some action which may constitute a violation of this Paragraph 19, Subgrantee shall request in writing the advice of ARC, and if ARC notifies Subgrantee in writing that Subgrantee's contemplated action will not constitute a violation hereof, then Subgrantee shall be authorized to take such action without being in violation of this Paragraph 19.
20. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in Agreement or the proceeds arising therefrom.
21. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this Agreement or to any benefits to arise herefrom.
22. Compliance with Requirements of the Concerned Funding Agencies. Subgrantee shall be bound by the applicable terms and conditions of the grant contract between ARC and the Concerned Funding Agencies which said grant contract is on file in the offices of ARC and is hereby made a part of this Agreement as fully as if the same were attached hereto. ARC shall notify Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
23. Allowable Costs. In the case of a cost reimbursable contract, Subgrantee certifies that costs claimed for reimbursement under this Agreement shall not include costs incurred prior to the effective date or subsequent to the end date of this Agreement. The amount reimbursed under this Agreement shall be limited to the necessary and reasonable costs of employment, training and other services provided according to the terms and conditions of this Agreement and the attachments hereto. In no event shall the allowable costs for any single line item of the budget attached hereto exceed the amounts shown for that line item therein, except as allowed under Attachment B. Reimbursement shall not be made to pay costs incurred for travel outside the state of Georgia unless approved in writing by ARC in advance of said travel; provided further, that if travel inside or outside Georgia is approved, and said travel is to be by air, first class accommodations shall not be allowed. Mileage reimbursement is allowable and shall not exceed the IRS Standard Mileage Rate for Business.
24. Disallowed Costs. If costs incurred by Subgrantee are not in conformity with the requirements of this Agreement and are subsequently disallowed as a result of a financial and compliance audit performed either pursuant to audits referred to herein below, by ARC, the Concerned Funding Agencies, the Comptroller General of the United States, or any of their duly authorized representatives, or otherwise, such costs shall be refunded to ARC from non-federal sources. ARC further reserves the right to withhold funds to recoup such improper or unauthorized disbursements.

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No finding of disallowed costs shall be made except after notice and opportunity for a fair hearing as provided in the Disputes and Appeals paragraph herein below. Funds shall not be allowable under this Agreement for costs of entertainment. Contributions made on behalf of any participant to retirement systems or plans are not allowable under this Agreement. Further, funds shall not be allowable under this Agreement for payment of premiums for insurance policies which provide protection from debts against ARC, the state of Georgia or the United States government.

25. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by Subgrantee within thirty (30) calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
26. Assurances. Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, Subgrantee gives assurance and certifies with respect to this Agreement that:
 - a. For all agreements:
 - i. It possesses legal authority to apply for this subgrant, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of Subgrantee is authorized to execute a subgrant agreement incorporating the terms of its application.
 - ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
 - iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with such Title, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. Subgrantee will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service subcontractor, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, or national origin. Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, disability,

religion, creed or belief, political affiliation, race, color, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. Subgrantee agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- iv. It shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. Subgrantee shall not discriminate against any qualified client or recipient of services provided through this Agreement on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor or sub-subgrantee.
- v. It shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.
- vi. It agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this Paragraph 26.
- vii. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced because of federal and federally assisted projects.
- viii. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- ix. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- x. It will cooperate with ARC in assisting the Concerned Funding Agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- xi. It will insure, for agreements not involving federal financial assistance for construction, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.
- xii. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- xiii. It agrees that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United

States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Agreement or any subcontract hereunder.

- xiv. It agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Subgrantee further agrees to include the provisions contained in this forgoing Paragraph 26 in each subcontract for services hereunder.

Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703) and the Americans with Disabilities Act, as appropriate. Subgrantee will be responsible for conducting inspections to ensure compliance by Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

27. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this Agreement shall be used to pay the salary or expenses of Subgrantee, or agent acting for Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in O.C.G.A. § 50-24-3, including passing through this requirement to lower tier sub-grantees.
- d. Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.
- e. Prohibited Boycotts. Subgrantee certifies that Subgrantee is not currently engaged in and agrees for the duration of this contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

28. Termination for Mutual Convenience. ARC or Subgrantee may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this Agreement. ARC shall allow full credit to Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by Subgrantee prior to termination.

29. Termination for ARC's Convenience. ARC may terminate this Agreement, in whole or in part, at any time by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all information and material produced or collected under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this Agreement is terminated by ARC as provided in this Paragraph 29, Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by Subgrantee up to and including the effective date of such termination, as authorized in Attachment B. Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in project costs.
30. Termination of the Agreement for Cause. If Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this Agreement by giving written notice to Subgrantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all information and materials collected or produced under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work and allowable costs completed pursuant and incurred in the performance of the scope of services up to and including the effective date of termination as authorized in Attachment B. Notwithstanding the foregoing to the extent provided by law, Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this Agreement by Subgrantee and ARC may withhold any payments to Subgrantee for the purpose of set-off for damages caused by Subgrantee's breach, until such time as the exact amount of damages to ARC from Subgrantee is determined.
31. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds for carrying out the functions to which this Agreement relates do not become available, then, upon written notice to Subgrantee, this Agreement may be immediately terminated without further obligation of ARC.
32. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this Agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by Subgrantee prior to the date of suspension to the extent that they are non-cancelable.
33. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be decided by ARC's Chief Operating Officer who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to Subgrantee.

Subgrantee agrees that the decision of ARC's Chief Operating Officer shall be final and conclusive unless, within ten (10) days of receipt of such copy, Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to ARC's Executive Director, who shall arrange a formal hearing within twenty (20) days after receipt of the appeal request. Both Subgrantee and ARC Chief Operating Officer shall have the right to present witnesses and give evidence concerning the question of fact at such a hearing. Within twenty (20) days after the hearing, the ARC Executive Director shall make her decision concerning the question of fact in writing to Subgrantee and to ARC's Chief Operating Officer.

Pending final decision of an appeal to the ARC Executive Director, Subgrantee shall proceed diligently with the performance of this Agreement and in accordance with the decision of ARC's Chief Operating Officer.

Subgrantee agrees that the decision of the ARC Executive Director concerning the disputed question of fact shall be final and conclusive unless determined by the Concerned Funding Agencies, the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

Subgrantee shall have written procedures through which its subcontractors (fourth party) may dispute and/or appeal a decision made by Subgrantee. Written notice of such procedures shall be provided by Subgrantee to each of its subcontractors.

34. Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this Agreement to the extent feasible.
35. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.
36. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
37. Waiver. The failure of ARC to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.
38. Authority. The individuals executing this Agreement on behalf of Subgrantee and ARC do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.
39. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

*[REMAINDER INTENTIONALLY LEFT BLANK
SIGNATURES TO FOLLOW]*

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IN WITNESS WHEREOF, Subgrantee and ARC have executed this Agreement as of the day first above written.

ATTEST

DEKALB COUNTY BOARD OF COMMISSIONERS

By: _____

Title: _____

ATTEST

ATLANTA REGIONAL COMMISSION

Assistant Secretary

Executive Director

Chair

ATTACHMENT A
SCOPE OF SERVICES

- I. **General:** The work to be accomplished by the Contractor is in support of the following ARC Cost Center:

<u>Cost Center No.</u>	<u>Cost Center Title</u>
10.A.24.03	Soft Targets and Crowded Places

- II. **Purpose:** To provide \$600,000 to the Subgrantee only for a not to exceed the amount of \$600,000 for a MAJOR EMERGENCY RESPONSE VEHICLE (MERV) and equipment upfitting. (A full description of specifications and statement of work as outlined in the Subgrantee's bid is attached).
- III. **Study Area:** Within the metro Atlanta UASI footprint.
- IV. **Work and Services:** The subgrantee shall personally procure a major emergency response vehicle and equipment upfitting satisfactorily and adequately, as determined by ARC.
- V. **Deliverables:** The Subgrantee will enter into a contract with the selected vendor resulting from the procurement to provide a Major Emergency Response Vehicle. The MERV - MAJOR EMERGENCY RESPONSE VEHICLE will serve as a vital asset in a mass casualty incident, providing the ability to transport and treat multiple patients simultaneously. Rapid and efficient medical response is paramount in large-scale emergencies or incidents, such as natural disasters, active shooter events, or hazardous material exposures. Current resources, while effective, can quickly become overwhelmed during such incidents. This fills this gap by offering increased capacity for on-site medical care and mass patient transport, especially in scenarios where traditional ambulances are insufficient or readily available.

ATTACHMENT B
COMPENSATION AND METHOD OF PAYMENT

I. **Compensation:** In no event will the total compensation and reimbursement, if any, to be paid to the Contractor under this contract exceed the sum of **\$600,000**. A breakdown of this budget is listed in "Exhibit B-1, Contract Budget," which is attached to and made part of this contract for financial reporting, monitoring, and audit purposes.

II. **Method of Payment:** The following method of payment will be used for this project:

A. **Progress Payments:** The Contractor shall be entitled to receive progress payments on the following basis. As stated below, during the existence of this contract, the Contractor shall submit to ARC an invoice for payment documenting work performed during the invoice period. Any work for which payment is requested may be disallowed at ARC's reasonable discretion if not properly documented in the required monthly progress report. Invoices properly submitted shall be paid or rejected within 45 days of receipt by ARC.

The invoice for up to \$600,000 must be received before 4/1/2027.

Invoices shall be submitted to UASIfinance@atlantauasi.com

B. **Final Payment:** Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Contractor, less the total of all previous progress payments made.

Contractor's final invoice and final narrative progress report must be received by ARC no later than fifteen days after the project completion date specified in the contract. ARC may, at its discretion, disallow all or part of a final invoice received after this deadline.

III. **Invoices:** ARC shall make payments to the Contractor as the work progresses but not more often than once a month. Invoices shall be submitted to ARC by the 1st day of each month to the above listed contact. Invoices shall include a description of work completed, and percentage of work completed, amount previously billed, a unique invoice number, the period of performance in which the work completed took place, and a valid payment address. ARC may, at its discretion, disallow all or part of a payment of an invoice received after this deadline or determined to be incomplete.

Invoices shall also include payments to approved subcontractors. It should be noted on the invoices if a subcontractor is a DBE/MBE/WBE.

**EXHIBIT B-1
CONTRACT BUDGET**

Contractor Name and Address: DeKalb County Board of Commissioners
1300 Commerce Dr, Decatur, GA 30030

Contract Period: January 6, 2025, to April 1, 2027

Task/Expense Type	Amount	Cost Center
Task 1: Major Emergency Response Vehicle	\$600,000	10.A.24.03
Total:		\$600,000

*Note: The estimates listed above are preliminary and actual costs by Task may vary so long as the total contract value does not increase.

Form 1: CONTRACTOR/VENDOR INFORMATION

Legal name & address
of entity:

If different from above-
Legal name of Payee:
Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

Legal entity status (please mark all that apply):

Corporation/C-Corp LLC/S-Corp LLC Individual/Sole-Proprietor/Single Member LLC
 Partnership/LLC Partnership/LLP Government: Federal/State/Local/Authority
 Non-Profit: 501(c)(3)/501(c)(4) Other: (describe) _____

(Federal) Employer Identification Number: _____
OR
Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES NO

E-verify Status: Registered: E-verify Number _____ DUNS Number _____
 Not Registered

Is this contractor/vendor a:
Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO
Minority or Women Business Enterprise under 49 CFR Part 23? YES NO

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards? YES NO
If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:
Name: _____ Signature: _____
Title: _____ Date: _____

**Form 2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 78, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code (as implemented at 45 CFR Part 93), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**Form 3: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

EEV / E-Verify™ Company Identification Number

Date of Authorization

Company Name

Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires: