

**GEORGIA EMERGENCY MANAGEMENT AGENCY
HOMELAND SECURITY**

NATHAN DEAL
GOVERNOR



HOMER BRYSON
DIRECTOR

October 29, 2018

RE: GAN #EMW-2018-SS-00067-S01
SHO18-007
DeKalb County Fire Rescue

Honorable Michael Thurmond
Chief Executive Officer
DeKalb County
1300 Commerce Drive, Sixth Floor
Decatur, Georgia 30030

Dear Mr. Thurmond:

It's my pleasure to award your agency with a Fiscal Year (FY) 2018 Homeland Security subgrant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is \$24,926.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). Also, the funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMA/Homeland Security Program Manager. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement. This grant award expires November 30, 2019. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.** Please adhere to all requirements included in the agreement.

Attached to the Recipient-Subrecipient Agreement are Exhibits A through M. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with **completed and signed** originals of Exhibits A - F to our office, Attention: Preparedness Grants and Programs, Post Office Box 18055, Atlanta, Georgia 30316 **by close of business December 14, 2018**. In addition, please retain a copy of the signed agreement for your records because no other copy will be returned.

Please mail all requests for reimbursement to our office, Attention: Preparedness Grants and Programs, Post Office Box 18055, Atlanta, Georgia 30316. Documentation should include copies of invoices, cancelled checks or other types of justification and a signed Payment Request Form.

Honorable Michael Thurmond
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October 29, 2018

Quarterly progress reports are due at the end of each calendar quarter. The initial progress report will cover the period beginning October 1, 2018 and ending December 31, 2018; it should be submitted no later than January 30, 2019.

If you require further information as to the grantee package, please contact Shauna Hall, Grants Specialist, at 404-635-7014. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,



Ceporia McMillian
Manager of Preparedness
Grants and Programs

CM/SH
Enclosures
cc: Chief Darnell D. Fullum
DeKalb County Fire Rescue



**FISCAL YEAR 2018
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

DEKALB COUNTY FIRE RESCUE

GRANT NO: SHO18-007

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2018 Homeland Security Grant Program to the Georgia Emergency Management Agency and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$24,926.00 to **DeKalb County Fire Rescue** as Subrecipient, in accordance with the Fiscal Year 2018 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Ronnie Register** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient 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 Budget Worksheet (Exhibit L). Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2018, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through November 30, 2019. No modifications to the Budget Worksheet can be made after the termination date, November 30, 2019, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY18 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY18 HSGP award will be passed through to the Subrecipient by GEMA/HS.

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

- | | |
|-----------|---|
| Exhibit A | Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit B | National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit D | Federal Financial Funding Accountability and Transparency Act (FFATA) form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit E | Program Information Form
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit F | GEMA/HS Risk Assessment Survey
(COMPLETE, SIGN AND RETURN WITH AGREEMENT) |
| Exhibit G | Payment Request Form (KEEP FOR REFERENCE) |
| Exhibit H | Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE) |
| Exhibit I | Tangible Property Report (KEEP FOR REFERENCE) |
| Exhibit J | Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE) |

Exhibit K U.S. Department of Homeland Security, HSGP, Grant Agreement Number EMW-2018-SS-00067-S01, Agreement Articles (KEEP FOR REFERENCE)

Exhibit L Approved Budget Worksheet(s) (KEEP FOR REFERENCE)

Exhibit M DHS/FEMA Fiscal Year 2018 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located_at:

https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2018_HSGP_NOFO_20180601v2014_605.pdf

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

A. Purchasing: Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Worksheet (Exhibit L) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:

<https://www.fema.gov/media-library/assets/documents/101566>

B. Payment Request Forms: Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit G). Reimbursements from invoices and applicable proof of payment (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.

C. State Purchases on behalf of Subrecipient: GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit J) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit H) on a timely basis according to the guidelines in the section below.

D. Quarterly Financial Status Report (FSR): The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit H to this agreement.

The following reporting periods and due dates apply:

- | | | |
|------------------|-------------------------|----------------|
| • First Quarter | October 1 – December 31 | Due January 31 |
| • Second Quarter | January 1- March 31 | Due April 30 |

- Third Quarter April 1 – June 30 Due July 31
- Fourth Quarter July 1 – September 30 Due October 31

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

- E. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required
- F. Grant Closeout Report:** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

- 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

- 2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments
- 2 CFR Part 200, Subpart E, Cost Principles for Education Institutions
- 2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations
- 48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

- C. Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any 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.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.
- F. Accounting System:** The Subrecipient 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 Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations
- G. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2018 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- H. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient 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/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS 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 Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the time required,

purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

I. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2018 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit M), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient 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 are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
 - 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 are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/exercise> and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY18 HSGP DHS/FEMA NOFO (Exhibit M, page 40).
 - 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 <http://www.fema.gov/national-incident-management-system>.

5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.
 3. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, www.USAspending.gov, and www.fsr.gov

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2018 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2018 HSGP DHS/FEMA NOFO (Exhibit M), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient 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 Fiscal Year 2018 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2018 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit K. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall

sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.

- E.** Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to contact the DeKalb County Fire Rescue by telephone immediately whenever responding outside of its jurisdiction.
- F.** The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at the end of its useful life.
- G.** Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- H.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I.** Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J.** Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K.** Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L.** The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M.** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or

policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.
- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.
- Q. Environmental Historical Preservation (EHP)
 - 1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.
 - 2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
 - 3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS

regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY18 NOFO (Exhibit M) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at <http://www.fema.gov/grant-programs-directorate-information-bulletins>

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/admin/main.jsp>
- S. The Subrecipient agrees that funds from the FY 2018 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit M), pages 39-40 and with FEMA's Information Bulletins 281 and 288. Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
1. To use such funds to 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 at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
 2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS 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/FEMA FY18 NOFO (Exhibit M) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2018 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:

1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts 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. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY18 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

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

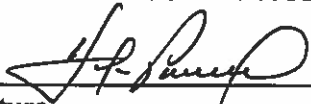
- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no 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 obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right

of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

- C. 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 all other parties at least 30 days prior to the effective date of cancellation or termination.
- D. 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, in the event the sum of all obligations of GEMA/HS 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/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and **DEKALB COUNTY FIRE RESCUE** have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY



Signature

Harlan Proveaux, Deputy Director

Printed Name and Title of Signatory

10 / 25 / 2018

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

Date of Signature

Agency FEID (XX-XXXXXXX)

Agency DUNS Number (XXXXXXXXXX)

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. §§1681-1683, and 1685-1686), 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 handicaps; (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. 91-616), 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. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 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; (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 complied, 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.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) 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) notification 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) conformity of Federal actions to State (Clean Air) Implementation Plans under 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 species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
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. §§4801 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.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

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 (0348-0042), Washington, DC 20503.

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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 assistance 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 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 awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination 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. §§4728-4763) relating to prescribed standards of 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).
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 non-discrimination. 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 1685-1686), 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 handicaps; (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. 91-616), 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. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 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; (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.

11. Will comply, or has already complied, 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 and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the 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.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) 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.
15. 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) notification 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) conformity of Federal actions to State (Clean Air) implementation Plans under 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 species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
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17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. 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."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

NIMS Compliance Form

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

Subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management Agency/Homeland Security this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

REQUIRED:

- ☐ IS-700 (NIMS) An Introduction
- ☐ ICS-100: Introduction to the Incident Command System

RECOMMENDED:

- ☐ 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 FY2008 and FY2009 implementation requirements.
- ☐ 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.

RECOMMENDED continued:

- ☐ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - ☐ IS-800 National Response Framework, An Introduction
 - ☐ ICS-200 ICS for Single Resources and Initial Action Incidents
 - ☐ ICS-300 Intermediate ICS for Expanding Incidents
 - ☐ ICS-400 Advanced ICS for Command and General Staff
 - ☐ IS-701 NIMS Multiagency Coordination Systems (MACS)
 - ☐ IS-702 NIMS Public Information Systems
 - ☐ IS-703 NIMS Resource Management
- ☐ 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
- ☐ Incorporate corrective actions into preparedness
- ☐ Inventory community response assets to conform
- ☐ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☐ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Agency

Authorized Signature

Date

**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 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "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 Education 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 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) 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 subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 (2)(b) of this certification; and

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

B. Where the applicant is unable to certify to 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 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going 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 upon employees 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 (a);

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

(e) 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. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) 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 (a), (b), (c), (d), (e), and (f).

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)

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

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: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check ☐ if there are workplaces on file that are not identified here.

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

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMA/HS.

Subrecipient Award Number: _____

Federal Agency Name: _____

CFDA Program Number and Program
Title: _____

Subaward Project Description: _____

Please complete and sign the following Sub-Recipient section to certify accuracy.

1 Subrecipient DUNS Number: _____

2 Subrecipient Name: _____

3 Subrecipient Doing Business As (DBA) Name: _____

4 Subrecipient Address: _____

5 If DBA, Subrecipient Parent DUNS Number: _____

6 Subaward Principle Place of Project Performance: _____

7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? Yes ☐ No ☐

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? Yes ☐ No ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than \$25 million? Yes ☐ No ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature

Date

This Section is for use by the Georgia Emergency Management Agency/Homeland Security

Subrecipient Obligation: _____

Subrecipient Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature

Date

Subrecipient Obligation: _____

Action Date: _____



GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
PROGRAM INFORMATION FORM
For use with HSGP: SHSP, UASI; & NSGP

A.	Agency Name (Payee): _____ DUNS Number: _____ Federal ID (FEID/FEIN): _____
B.	Agency Authorizing Official: Responsible for entering into agreement (Highest Elected Official, Director). Name: _____ Title: _____ Mailing Address: _____ _____ _____ nine-digit zip code: _____ Street Address: _____ _____ _____ nine-digit zip code: _____ Telephone: _____ Fax: _____ E-Mail Address: _____
C.	Program Contact: Responsible for responding to inquiries regarding the funded program. Name: _____ Title: _____ Mailing Address: _____ _____ _____ nine-digit zip code: _____ Telephone: _____ Fax: _____ E-Mail Address: _____
D.	Financial contact: Responsible for responding to inquiries regarding invoices and supporting documentation. Name: _____ Title: _____ Mailing Address: _____ _____ _____ nine-digit zip code: _____ Telephone: _____ Fax: _____ E-Mail Address: _____

GEMA/HS RISK ASSESSMENT SURVEY

Today's date (MM/DD/YYYY): ____ / ____ / ____

Agency Name:

Tax Status:

☐

Appropriated Division of the Town

☐

501(C)(3)

☐

Other

Please specify

Your Jurisdiction Fiscal Year (e.g. July - June or Jan – Dec)

Legal name of the entity to which the FTIN was assigned

Physical address as listed on SAM.gov

Address

Address 2

City/Town

State:

Zip:

Mailing address

Address:

Address 2:

City/Town:

State:

Zip:

Financial Point of Contact:

Title:

Name:

Address:

E-Mail Address:

Phone number:

Survey completed by:

Title:

Name:

Address:

Email Address:

Phone number:

1. Has your organization been audited within the past twelve months?

- ☐ No, not within the past twelve months
- ☐ Yes, by an outside audit firm
- ☐ Yes, by town/local auditors
- ☐ Yes, by a State of Georgia auditor
- ☐ Yes, by a federal auditor

2. What was the completion date of the most recent audit?

- ☐ Our organization has never been audited
- ☐ Completion date (MM/DD/YYYY)

3. Did your organization have any findings?

- ☐ Our organization has never been audited
- ☐ Our organization's audit produced no findings
- ☐ Our organization's audit findings have been resolved
- ☐ Our organization has an active corrective action plan for our audit findings
- ☐ Our organization has not yet addressed our audit findings

4. Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends \$750,000 or more in federal assistance during its fiscal year)? If "No" skip questions 4a through 4d and go to Question 5.

- ☐ Yes
- ☐ No

4a. Has the A-133 single audit been submitted to primary pass through Party?

☐

Yes – provide date (MM/DD/YYYY) and to whom the audit was sent

☐

No

4b. Did the organization have significant audit findings from your last single audit regarding program non-compliance?

☐

Yes

☐

No

**4d. If the single audit has not yet been conducted, when will this be completed?
(MM/DD/YYYY)**

5. What type of accounting system do you use?

☐

Automated

☐

Manual

6. Does your organization have written policies and procedures for checks and balances of all fiscal transactions?

☐

Yes

☐

No

7. Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?

☐

Yes

☐

No

8. Has your organization obtained a DUNS number?

☐

Yes. Please provide DUNS number

☐

No

9. Has the DUNS number been registered with the System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM/>?

☐

Yes – provide expiration date (MM/DD/YYYY)

☐

No – estimated date of completion (MM/DD/YYYY)

Georgia Emergency Management and Homeland Security Agency

For use with HSGP: State Homeland Security Program, Urban Area Security Initiative; Non-Profit Security Grant Program

Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

* Please refer to your Approved Budget Worksheet for information needed in the following section *

FINAL:

☐

YES

☐

NO

Agency Name: _____

Grant Number: _____

Payment Request Number: _____

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Documentation Type
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
SUBTOTALS					
(Continuation Sheet + Front Sheet)			\$ -	\$ -	
TOTAL				\$ -	
NET AMOUNT REQUESTED					

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be deobligated and returned to the State of Georgia within 30 days of receiving the deobligation notice.

Signature of Subrecipient's Authorized Representative

Printed Name

Contact Phone Number

For use with HSGP: State Homeland Security Program, Urban Area Security Initiative; Non-Profit Security Grant Program

Continuation from Page 1

2

Continuation from Page 1

[illegible]

**GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
TANGIBLE PROPERTY REPORT**

Report All Equipment Expenses Greater Than \$5,000

MUST BE SUBMITTED WITH FINAL REIMBURSEMENT REQUEST

[illegible]

Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of (OBO) Subrecipient

Customer/Agency Name:

GAN Number:

GEMA/HS Grant Number:

The subgrantee **MUST** properly receive and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, etc for all items listed on the Approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Acknowledgement Form must be completed and submitted to GEMA/HS immediately upon receipt. If this form is not submitted to GEMA/HS, funds associated with the purchased equipment will be deobligated from your grant and reimbursed to the state.

SIGNATURE CONFIRMATION

DATE _____

[illegible]

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2018-SS-00067-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 580973200	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03515N2018T , WX03516N2018T , WX03930N2018T
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6. RECIPIENT NAME AND ADDRESS Georgia Emergency Management Agency 935 E Confederate Ave Atlanta, GA, 30316 - 2590	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603
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9. NAME OF RECIPIENT PROJECT OFFICER Yvonne Holmes	PHONE NO. 4046357043	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
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11. EFFECTIVE DATE OF THIS ACTION 09/01/2018	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2018 To: 08/31/2021 Budget Period 09/01/2018 08/31/2021
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15. DESCRIPTION OF ACTION**a. (Indicate funding data for awards or financial changes)**

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2018-FA-GG01-P410-4101-D	\$0.00	\$6,508,000.00	\$6,508,000.00	See Totals
Homeland Security Grant Program	97.067	2018-FA-GH01-P410-4101-D	\$0.00	\$6,000,000.00	\$6,000,000.00	See Totals
Homeland Security Grant Program	97.067	2018-FA-GG02-P410-4101-D	\$0.00	\$0.00	\$0.00	See Totals
TOTALS			\$0.00	\$12,508,000.00	\$12,508,000.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A**16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**

Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) **DATE****18. FEMA SIGNATORY OFFICIAL (Name and Title)** **DATE**

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMA/HS USE ONLY)

2018 DETAILED BUDGET REQUEST

For use with HSGP: State Homeland Security Program, Urban Area Security Initiative; Non-Profit Security Grant Program

Law Enforcement Terrorism Prevention Award?		☐ Yes ☒ No		State on Behalf of Locals:		☐ Yes ☒ No	
GAN#:	EMW-2018-SS-00067-S01	Grant Number:	SHO18-007	Revision#:		Area:	7
DATE:	3/19/2018	SUBRECIPIENT NAME:	DeKalb County Fire Rescue	FEID:	58-6000814	COUNTY:	DeKalb
CONTRACT CONTACT:	NAME/TITLE	Michael Thurmond	ADDRESS:	1300 Commerce Drive Decatur GA 30030			
	PHONE:	404-371-2162	EMAIL:	ceomichaelthurmond@dekalbcountyga.gov			
PROGRAM CONTACT:	NAME/TITLE	William Voorhies	ADDRESS:	1950 W. Exchange Place Tucker GA 30084			
	PHONE:	470-346-0349	EMAIL:	wlvorhies@dekalbcountyga.gov			
Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:							
Investment Justification:		5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment					
Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:							
Discipline:		Fire					
COST ESTIMATE							
ITEM	CATEGORY	ITEM	AEL #	QUANTITY	UNIT PRICE	TOTAL COST	
001	PPE	SAR Emergency Response Coat	01UR-01-GARM	30	\$ 400.00	\$ 12,000.00	
002	PPE	SAR Emergency Response Pants	01UR-01-GARM	30	\$ 400.00	\$ 12,000.00	
003	LS	Portable Shelter with sides and bag	19SS-00-SHEL	3	\$ 308.67	\$ 926.00	
004						\$ -	
005						\$ -	
006						\$ -	
007						\$ -	
008						\$ -	
009						\$ -	
010						\$ -	
011						\$ -	
012						\$ -	
013						\$ -	
014						\$ -	
015						\$ -	
016						\$ -	
017						\$ -	
018						\$ -	
019						\$ -	
020						\$ -	
GEMA/HS Program Manager:		Ronnie Register	Program:	GSAR	TOTAL	\$ 24,926.00	
Prepared By:		William Voorhies	Title:	Chief of Special Operations			

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

- | | | | |
|--|-------------------------------------|-----------------------------------|-------------------------|
| 1. Personal Protective Equipment (PPE) | 8. Decontamination (DECON) | 15. Inspection and Screening (IS) | 22. Training (TRG) |
| 2. EOD | 9. Medical (MED) | 16. Animal and Plants (A&P) | 23. Exercise (EX) |
| 3. CBRNE Operational & Search & Rescue (SAR) | 10. Power (POW) | 17. Watercraft (WC) | 24. Planning (PLG) |
| 4. Information Technology (IT) | 11. CBRNE Reference Materials (REF) | 18. Aviation (AIR) | 25. Citizen Corps (CCP) |
| 5. Cyber Security (CS) | 12. CBRNE Response Vehicles (VEH) | 19. CBRNE Logistical Support (LS) | |
| 6. Interoperable Communications (IOC) | 13. Terrorism Prevention (TP) | 20. Intervention (INT) | |
| 7. Detection (DET) | 14. Physical Security (PS) | 21. Other Authorized (O) | |