

**OHIO EMERGENCY MANAGEMENT AGENCY  
GRANT AGREEMENT**

Subrecipient Grant Agreement #		Subrecipient Vendor ID #		Federal Pass-Thru #		AL #	State Fund #	State Grant #
23SHSP-012		56198		EMW-2023-SS-0024		97.067	3370	DPSFE287
FY2023 State Homeland Security Program				Total Award			Performance Period	
Columbus Division of Fire (Hazardous Materials Response Team)				\$280,026.00			09/01/2023 – 12/31/2025	
Subrecipient Signatory Office/Address				Recipient Signatory Office/Address				
Name/Title	Kate Pishotti, Director			Name/Title	Sima S. Merick, Executive Director			
Agency	City of Columbus Department of Public Safety			Agency	Ohio Emergency Management Agency			
Address	77 North Front Street			Address	2855 W. Dublin-Granville Road			
City, Zip	Columbus	OH	43215-1895	City, Zip	Columbus	OH	43235-2206	

**Grant Award Requirements**

- General Requirements:**
- The following forms must be filled out, signed and returned with authorized signature to the Ohio EMA Grants Branch, via email to EMA\_Grants@dps.ohio.gov within sixty (60) days after receipt of this Award:
    - Grant Agreement
    - Assurances & Disclosure of Lobbying Agreement
    - Other Required Forms
  - Signatory of this Agreement must have authority to obligate the Subrecipient.
- Federal Requirements**
- When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e., request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) or submission of pre-approved non-competitive procurement form.
  - Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements.
  - Subrecipient affirms that funds will be disbursed within ten (10) days of receipt.
  - Subrecipient agrees that it cannot undertake any project having potential impact on Environmental and Historical Preservation (EHP) resources without the prior approval of DHS-FEMA. Subrecipient must comply with all conditions placed on a project as a result of the EHP review. A change in scope of work will require EHP re-evaluation.
  - Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended.
    - Subrecipient shall have and use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in **2 CFR 200**, in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in **2 CFR 200**.
    - Subrecipient shall only use funds in accordance with the **FY2023 HSGP Grant Program** Federal and State guidance and the rules, regulations and requirements contained within.
    - Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds.

- d. Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant - federal or otherwise.
  - e. Subrecipient agrees to update and finalize the Biannual Strategy Implementation Report (BSIR) within the time frames provided by and as directed by Ohio EMA.
  - f. In accordance with 2CFR200.313 Equipment, the subrecipient agrees to maintain a current inventory listing (Master Asset Listing) of grant-funded equipment funded by this grant (wholly or in part) and any relevant certifications to be submitted upon request. A physical inventory (wholly or in part) will be conducted at least every two years. A current Master Asset Listing along with a yearly inventory certification must be submitted to Ohio EMA within 30 days after December 31 of each year for grant funded assets from the current and any previous awards.
  - g. Subrecipient shall submit policies and procedures annually as guided by the Ohio EMA Grants Branch.
  - h. Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, and shall specify the changes and justification.
  - i. If applicable, Subrecipient shall not utilize Federal funds as a match for this grant.
6. Subrecipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
  7. *Domestic preferences for procurement (2 CFR 200.322)* encourages the Subrecipient, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. This Part will apply to procurements under a grant or cooperative agreement. ***This section includes the requirement that such term be flowed down to all contracts and purchase orders.***
  8. *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)* ***requires the Subrecipient to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.***
  9. Subrecipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Subrecipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during normal business hours for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at least three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
  10. Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
  11. Subrecipient shall provide such information as may be requested by U.S. DHS to ensure compliance with any applicable environmental laws and regulations.
  12. Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
  13. 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 Ohio EMA and U.S. DHS.
  14. Per DHS special conditions of the **FY2023 HSGP Grant Program**, the Subrecipient and Subrecipient's employees may not engage in trafficking of persons, procurement of commercial sex acts and/or use of forced labor in the performance of this award or during the duration that this award is in place.
  15. Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.
  16. Subrecipient agrees to abide by all applicable DHS Standard Terms and Conditions which are hereinafter incorporated as part of this Grant Agreement and attached in the **FY2023 HSGP Grant Program Guidance Document**.

**State Requirements:**

1. Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Grant Agreement has been returned to Ohio EMA.
2. Subrecipient agrees to submit any proposed revision to their pre-approved budget via EM Grants System, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision.
3. All procurements of \$10,000 and above must be pre-approved by Ohio EMA, prior to obligation of funds, via EM Grants System. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.

4. Any requests for inadequate competition or single source procurement must be pre-approved by Ohio EMA, prior to obligation of funds, via the procurement review process in EM Grants. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
5. Subrecipient will draw down funds through submission of a "Reimbursement Request" via EM Grants to include proof of cost documentation **AND** proof of competitive procurement in accordance with applicable federal and state procurement laws and regulations through either submission of three quotes and/or bid package (i.e., request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) and submission of pre-approved Procurement Review (for procurements of \$10,000 and above).
6. Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that procurement method used does not comply with state or federal grant requirements.
7. Failure to demonstrate progress or report progress on a quarterly basis will result in de-obligation of grant funding.
8. This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
9. Authorized Program Expenditures include approved budget line items in accordance with the **FY2023 HSGP Grant Program Guidance Document**.
10. Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as the State Administrative Agency (SAA).
11. Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any and all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA, Ohio Department of Public Safety, or U.S. Department of Homeland Security.
12. This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective and valid under both Ohio and federal law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
13. In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that US DHS-FEMA or the State of Ohio determines that funds are not appropriated or otherwise available to support continuation of this sub-grant, this award shall be canceled. A determination of unavailability of funds shall be final and conclusive.
14. Subrecipient may request review of any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
15. Subrecipient is prohibited from modifying funded projects without prior written approval from Ohio EMA Grants Branch.
16. Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
17. Subrecipient agrees to reimburse State Administrative Agency for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this Grant Agreement.
18. Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to Subrecipient's actions under this Grant Agreement.

Subrecipient Signatory Official(s)	Date	Grantee Signatory Official	Date
			11/14/2023
<b>Kate Pishotti, Director</b> <b>City of Columbus Department of Public Safety, Subrecipient</b>		<b>Sima S. Merick, Executive Director</b> <b>Ohio Emergency Management Agency, State Administrative Agency</b>	