

**SUBAWARD AGREEMENT
DEKALB COUNTY
AMERICAN RESCUE PLAN
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
DISBURSEMENT OF FUNDS IN THE AMOUNT OF \$175,000 to
FERNBANK SCIENCE CENTER
DISTRICT 2**

This SUBAWARD AGREEMENT (“Agreement”) made as of this ___ day of _____ 20__ (hereinafter called the “Effective Date”) by and between **DeKalb County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as “DeKalb County”) and **FERNBANK SCIENCE CENTER**, a non-profit organization (hereinafter referred to as “**SUBRECIPIENT**”) (collectively, jointly referred to as the “the Parties”).

WITNESSETH

WHEREAS, the American Rescue Plan Act, H.R. 1319, 117th Cong. § 9901 (2021) (the “Act”) allocated \$147,484,541.00 in Coronavirus Fiscal Recovery Fund funds (“ARPA funds”) to DeKalb County, which it may utilize to respond to the COVID-19 public health emergency or its economic impacts; and

WHEREAS, DeKalb County has identified a need to address the public health emergency, and its economic impacts caused by COVID-19 by supporting **SUBRECIPIENT** and its provision of an Instructional Science/STEM Exhibit (“the eligible services”); and

WHEREAS, on November 19, 2024, the DeKalb County Governing Authority authorized allocation of **\$175,000** of ARPA funds to **SUBRECIPIENT** to support its provision of the eligible services pursuant to Agenda Item 2024-1316 (hereinafter “subaward”); and

WHEREAS, the purpose of this Agreement is to confirm and memorialize the terms and conditions for the disbursement of all ARPA funds to **SUBRECIPIENT** from DeKalb County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. This Agreement is effective from the Effective Date through December 31, 2026. All funding must be expended by September 30, 2026.
2. DeKalb County shall provide **SUBRECIPIENT** with the funding, in an amount totaling **\$175,000**, for the eligible services included herein. The ARPA funds are provided to **SUBRECIPIENT** to provide the eligible services from the Effective Date of this Agreement through September 30, 2026, in accordance with the Scope of Services attached hereto as Appendix A.
3. DeKalb County shall provide the subaward to **SUBRECIPIENT** in one lump sum pursuant to Agenda Item 2024-1316, after execution of the Agreement. DeKalb County will provide the allocation to **SUBRECIPIENT** within a reasonable time upon execution of this Agreement by the Parties.

Any item of expenditure under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of DeKalb County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities, shall become

SUBRECIPIENT's liability, to be paid by **SUBRECIPIENT** from funds other than those provided by DeKalb County under this Agreement or any other agreements between DeKalb County and **SUBRECIPIENT**. This provision shall survive the expiration or termination of this Agreement.

The Parties agree that DeKalb County is providing these funds to **SUBRECIPIENT** as the sub-recipient and **SUBRECIPIENT** shall acquire all rights and obligations accruing to it as a sub-recipient, including but not limited to the federal reporting requirements that may apply.

4. **SUBRECIPIENT** shall provide necessary reports to the following person(s) employed by DeKalb County: **Attn: Wayne Williams, Manager of the ARP Financial Reporting Team, 1300 Commerce Drive, 4th Floor, Decatur, Georgia 30030. Wayne Williams will provide instructions regarding how to submit the required documentation.**

5. **SUBRECIPIENT** shall submit to DeKalb County a monthly fiscal report detailing the use of the funds by **SUBRECIPIENT**. The reports shall be provided no later than (30) days after the close of each month. The reports shall consist of a line-item breakdown of expenditures and indicate the amount of funds remaining to be disbursed, if any, and a detailed breakdown of any agreed-upon metrics. Required reporting metrics are subject to change on a monthly basis. Upon request, **SUBRECIPIENT** will provide documentation to substantiate the negative economic impact caused by COVID-19 for reporting purposes. DeKalb County reserves the right to request additional project information at any given time. The reports shall include all information required by the Federal Reporting Requirements, described, and referenced herein as Appendix B and Appendix C and made a part of this Agreement.

6. **Levels of Accomplishment-Goals and Performance Measures for Any Services Provided**

In the provision of any services as a subrecipient hereunder, **SUBRECIPIENT** shall meet any expected performance measures for this Agreement.

7. **Conflicts of Interest**

SUBRECIPIENT understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. **SUBRECIPIENT** must disclose in writing to DeKalb County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112, and DeKalb County will, in turn, disclose such conflicts to the Treasury Department, as appropriate.

8. **Financial Management and Accountability**

A. **Accounting Standards.**

SUBRECIPIENT agrees to comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200, including 2 CFR 200.307 as may be required and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles.

SUBRECIPIENT shall administer its program in conformance with OMB Circular A-122 “Cost Principles for Non-Profit Organizations”, incorporated within Title 2, Subtitle A, Chapter II, Part 200, Subpart E. This principle shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Retention.

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period to align with 2 CFR 200.334 Retention of Records (“Retention Period”). The Retention Period begins on the date of the submission of **SUBRECIPIENT**’s final expenditure report. Notwithstanding the above, if there is litigation, claims, audits, or other actions involving any records created before the expiration of the Retention Period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the Retention Period, whichever occurs later.

SUBRECIPIENT’s records with respect to any matters covered by this Agreement shall be made available to DeKalb County, or the Federal Government, at any time during normal business hours, as often as DeKalb County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports by DeKalb County must be fully cleared by **SUBRECIPIENT** within thirty (30) days after receipt of notice of deficiency from DeKalb County to **SUBRECIPIENT**. Failure of **SUBRECIPIENT** to comply with the audit requirements noted herein will constitute a violation of this Agreement and may result in the withholding of future payments and/or a return of the funds received pursuant to this Agreement.

D. Close Outs.

SUBRECIPIENT’s obligation to DeKalb County shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to DeKalb County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that any Party has control over ARPA funds, including program income.

E. Audit Inspections.

All **SUBRECIPIENT** records with respect to any matters covered by this Agreement shall be made available to DeKalb County and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully corrected by **SUBRECIPIENT** within thirty (30) days after receipt by DeKalb County. Failure of **SUBRECIPIENT** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. **SUBRECIPIENT** hereby agrees to have an annual agency audit conducted in accordance with any DeKalb County policy concerning subrecipient audits and OMB Circular A-133, incorporated within 2 CFR Subtitle A, Chapter II, Part 200, Subpart F, if required.

F. Civil Rights.

i. Compliance

SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protections to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

Although not required by Title VI or any related authorities, DeKalb County also assures that no person shall on the grounds of sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

ii. Nondiscrimination

SUBRECIPIENT agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

G. Suspension and Debarment.

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, **SUBRECIPIENT** is required to verify that neither it nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. **SUBRECIPIENT** will comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C.

H. **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: selection for training, including apprenticeship, firing, upgrading, demoting, transferring, recruiting, or recruitment advertising, layoff, termination, and rates of pay or other forms of compensation. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices of nondiscrimination.

I. **SUBRECIPIENT** acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. **SUBRECIPIENT** will comply with all applicable federal, state, and local laws and regulations governing the receipt

or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the US Treasury or other federal agencies in regard to the requirements of ARPA.

- J. For the purposes of this Agreement, **SUBRECIPIENT** shall be considered a sub-recipient, and in all instances related to **SUBRECIPIENT**'s provision of services or status as a sub-recipient, if applicable, **SUBRECIPIENT** shall be considered an independent contractor to DeKalb County, and hereby covenants and agrees to act in accordance with that status, and the employees and agents of **SUBRECIPIENT** shall neither hold themselves out as nor claim to be officers or employees of DeKalb County, and shall make no claim for, nor shall be entitled to, workers compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from DeKalb County.
- K. **Termination:** DeKalb County shall have the absolute right to terminate this Agreement and such action shall not be deemed a breach of contract. DeKalb County may terminate this Agreement immediately upon notice delivered or mailed to **SUBRECIPIENT** as provided in the Notice section of this Agreement and in conformity with 2 CFR 200-339 – 200.343. **SUBRECIPIENT** must be given an opportunity to demonstrate compliance before the Agreement is terminated for cause. Within thirty (30) days of the effective date of termination, any remaining funds must be returned to DeKalb County.
- L. **Amendment and Extent of Amendment:** This Agreement may only be amended by a written instrument approved and executed by the Parties. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- M. **Protections for Whistleblowers:** In accordance with 41 U.S.C. § 4712, **SUBRECIPIENT** may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:
 - 1. A member of Congress or a representative of a committee of Congress.
 - 2. An Inspector General.
 - 3. The Government Accountability Office.
 - 4. A Treasury employee responsible for contract or grant oversight or management;
 - 5. An authorized official of the Department of Justice or other law enforcement agency;
 - 6. A court or grand jury; or
 - 7. A management official or other employee of DeKalb County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- N. **Governing Law:** This Agreement shall be governed by the laws of the State of Georgia.
- O. **Assignment and Subcontractors:** Neither this Agreement nor the services agreed to be provided may be assigned, sublet, or contracted out without the written approval of DeKalb County's Governing Authority.

- P. **Bankruptcy:** In addition to any other provisions of this Agreement with respect to its termination, this Agreement shall terminate immediately upon the filing by or against **SUBRECIPIENT** of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of **SUBRECIPIENT**.
- Q. **Stipulation:** DeKalb County stipulates that no member of the Governing Authority or any other County official or employee forbidden by law is interested in or will derive income from or is a party to this Agreement.
- R. **Indemnification:** To the extent permitted by law, **SUBRECIPIENT** agrees to indemnify and hold harmless DeKalb County, and any of its officers, agents, and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient or Beneficiary in connection with the performance of this Agreement.
- S. **Waiver:** Failure of DeKalb County to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein but the same shall remain in full force and effect.
- T. **Disputes:** Disputes involving this Agreement must be heard in a court of competent jurisdiction of the State of Georgia located in DeKalb County.
- U. **Severability:** If any provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by a court of competent jurisdiction, such provision shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
- V. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
- W. **Notices:** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses:

If to DeKalb County: Chief Operating Officer
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

with a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to SUBRECIPIENT: Janetta Greenwood, Director
Fernbank Science Center
DeKalb County School District
156 Heaton Park Drive
Atlanta, GA 30307
Janetta_greenwood@dekalbschoolsga.org
(678) 874-7102

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have hereto set their hands and as of the day and year above written.

FERNBANK SCIENCE CENTER

DEKALB COUNTY, GEORGIA



Zachary Williams

Signed by: Devon Q Horton
Date & Time: 20 Dec, 2024 17:01:10 EST

Signed by: Zachary L. Williams
Date & Time: 23 Dec, 2024 16:35:50 EST

Dr. Devon Q. Horton
Superintendent, DeKalb County School District

Zachary L. Williams
Chief Operating Officer

APPROVED AS TO SUBSTANCE:



Signed by: Michelle Long Spears
Date & Time: 23 Dec, 2024 14:17:58 EST

Michelle Long Spears
Commissioner, District 2

APPENDIX A

SCOPE OF SERVICES:

SUBRECIPIENT to fund an Instructional Science/STEM Exhibit.

APPENDIX B

As per this Agreement, 2 CFR 200.332(a) of the United States Code of Federal Regulations requires DeKalb County to inform *SUBRECIPIENT* of the following Federal reporting and administrative obligations and to ensure that such obligations are properly fulfilled.

1. SAM Requirement - *SUBRECIPIENT* cannot participate in ARPA/SLFRF funded programs without a unique entity number (EIN), which indicates that the subrecipient is registered to do business with the Federal Government. Subrecipients must access www.SAM.Gov and register to receive an EIN. *SUBRECIPIENT* has registered with the Federal Government, and its unique entity number is listed in Appendix C.
2. FFATA- The Federal Funding Accountability and Transparency Act requires DeKalb County to report subaward obligations equal to or over \$30,000 by the end of the month following the month the obligation was made at www.FSRS.gov. Subaward and subrecipient information will be made publicly available at www.USASpending.gov. No action is required upon the subrecipient for FFATA compliance; however, please note that the Subrecipient's information will be made public on the website mentioned above.
3. Single Audit Act - Recipients and subrecipients that spend \$750,000 or more in federal awards from all sources (including ARPA funds) during a fiscal year are subject to a Single Audit by the Federal Government. DeKalb County and subrecipients are required to use the Federal Audit Clearinghouse (2 CFR 200.S10(b)) to submit their Single Audit. DeKalb County is responsible for resolving the findings of any Single Audit in collaboration with the Subrecipient.
4. Records Management – *SUBRECIPIENT* must keep all records of the project for a minimum of five (5) years. DeKalb County and the Federal Government will have access to all financial records and statements pertaining to the project(s). All records are subject to audit.
5. Discretionary Site Visits – *SUBRECIPIENT* and its related locations will be subject to site visits by DeKalb County.

APPENDIX C

DeKalb County, Georgia Subrecipient Reporting and Monitoring Guidance

Subrecipient Name	Fernbank Science Center
Subrecipient Unique Entity Identifier:	GU56TZLJ71X9
FAIN (Federal Award Identification Number):	SLFRP002
Federal Award Date of Award to the Recipient by the Federal Agency:	March 11, 2021
Subaward Period of Performance Start Date:	Effective Date of Agreement
Subaward Period of Performance End Date:	September 30, 2026
Subaward Budget Period Start Date:	March 3, 2021
Subaward Budget Period End Date:	December 31, 2024
Total amount of award to Subrecipient	\$175,000
Name of Federal Awarding Agency:	U.S. Department of Treasury
Federal Program Assistance Listing Name:	21.027 - Coronavirus State and Local Fiscal Recovery Funds
Name of Pass-Through Entity:	DeKalb County, Georgia
The award is for R&D?	No

Program Description: As a sub-recipient of ARPA funds, **SUBRECIPIENT** is assigned the fiscal responsibility of budget, accounting, and reporting of expenditures allowed by the Agreement in compliance with 2 CFR 200, generally accepted accounting principles and Final Rule criteria.

SUBRECIPIENT may use ARPA funds to provide an Instructional Science/STEM Exhibit.

Fiscal Standards:

1. **SUBRECIPIENT** must comply with 2 CFR 200 for accounting standards and cost principles.
2. **SUBRECIPIENT** must comply with DeKalb County policies and 2 CFR 200 for conflicts of interest and procurement.
3. **SUBRECIPIENT** may not deposit funds into a pension fund, offset the debt of the organization, satisfy a judgment or settlement, or contribute to a “rainy day” fund, or use it as the nonfederal share of Medicaid or Chip programs.
4. No more than 10% of the ARPA funds may be used for administrative costs.
5. Any funds that are not expended as authorized under this Agreement must be refunded to the County within 30 days of receipt of written notice for a refund provided by the County.
6. Any funds that are not expended within the anticipated time frame under this Agreement are subject to recapture. If requested, a refund to the County must be made within 30 days of receipt of a written notice for a refund provided by the County.
7. The County’s determination that an expenditure is eligible does not relieve **SUBRECIPIENT** of its duty to repay the County in full for any expenditures that are later determined by the County or the federal awarding agency, in each of its sole discretion, to be ineligible expenditures or the discovery of duplication of benefits.
8. **SUBRECIPIENT** has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The Subrecipient will also report all suspected fraud to the County.
9. **SUBRECIPIENT** must submit monthly reports to DeKalb County.
10. All funding must be expended by September 30, 2026.

A. Expenditure Summary

Expenditure reporting will reconcile actual costs with budgeted expenditures based on the advance funding award to **SUBRECIPIENT**.

B. Performance Success Summary

SUBRECIPIENT will provide a report of key milestones for the past period. This will include the identification of specific cost areas to be covered by grant funds and revisions of budget areas.

C. Supporting Documentation

Supporting Documentation must be retained to clearly support expenditures and costs.