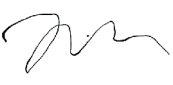
	<b>2022 Sub-Recipient Agreement</b> for <i>City of Rockville</i>	
Date of Award		
10/30/2024		
1. Sub-Recipient Name and Address	2. Prepared by: <i>Stone, Stacy</i>	3. Award Number: 22-SR 20658-01
City of Rockville	4. Federal Grant Information	
	Federal Grant Title:	State and Local Cybersecurity Grant Program
	Federal Grant Award Number/CFDA Number:	EMW-2022-CY-00028 / 97.137
	Federal Granting Agency:	U.S. Department of Homeland Security
5. Award Amount and Performance Period		
Total Award Amount \$135,86	<b>2022 State and Local Cybersecurity Grant Program</b> Performance Period: FROM Dec 1, 2022 – Aug 31, 2026	
6. Statutory Authority for Grant: This project is supported under: Department of Homeland Security Appropriations Act, 2023 (Pub. L. No. 117-328); Sections 2003 and 2004 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. §§ 604 and 605)		
7. Method of Payment: Primary method is reimbursement.		
8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <a href="https://www.sam.gov/content/exclusions/">https://www.sam.gov/content/exclusions/</a> .		
9. Agency Approval		
Approving SAA Official: Stacy Stone, Grant Administration Branch Manager Maryland Department of Emergency Management	Signature of SAA Official:	
	Date:	
10. Sub-Recipient Acceptance		
I have read and understand the attached Agreement Articles.		
Type name and title of Authorized Sub-Recipient official: Jeff Mihelich City Manager  111 Maryland Ave Rockville MD 20850	Signature of Sub-Recipient Official:  	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number and DUNS Number: 52-6001573	12. Date Signed : 12/13/2024
13. DUE DATE: 12/14/2024 the SAA on or before the above due date.	

**SUBAWARD AGREEMENT BY AND BETWEEN City of  
Rockville MARYLAND DEPARTMENT OF EMERGENCY MANAGEMENT**

**(Project Approval – EMW-2022-CR-00028, Fiscal Year (FY) 2022 State and Local  
Cybersecurity Grant Program (SLCGP))**

THIS SUBAWARD AGREEMENT (“this Agreement”), is made and entered into by and between Maryland Department of Emergency Management (“MDEM” or “Department”) an agency and instrumentality of the State of Maryland (“State”) constituted as a body politic and corporate and the City of Rockville, a public agency and instrumentality constituted as a body corporate.

WHEREAS, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) and the Cybersecurity and Infrastructure Security Agency (CISA) have reviewed and approved the enclosed budget for reimbursement of costs resulting from the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program (SLCGP); and

WHEREAS, the reimbursement for this grant is the designated share of the project’s Eligible Costs.

Award #	Grant #	Eligible Costs	Reimbursement
EMW-2022-CY-00028	22-SR 20658-01	\$135,868.00	Federal Share

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

TERM. This Subaward Agreement is retroactively effective upon execution by all parties below to December 1, 2022 and shall terminate at the end of the Period of Performance, as defined below. The parties may agree to execute, in writing, an amendment that changes the termination date of this Agreement. Per this Subaward Agreement, the Department is approving the Subaward of \$135,868.00 to the

“Subrecipient,” POC, subject to the appropriation and availability of funding. The Period of Performance is from December 1, 2022 through August 31, 2026.

FEDERAL COMPLIANCE. The Subrecipient acknowledges that this is a subaward as defined by 2 C.F.R. §200.92. The Subrecipient agrees to conduct the project consistent with Federal statutes, regulations, including 2 C.F.R. Part 200, and all requirements and amendments issued by the Department of Homeland Security, Federal Emergency Management Agency (FEMA) and the Cybersecurity and Infrastructure Security Agency (CISA) which shall be incorporated herein as an ongoing obligation. The Subrecipient further agrees to comply with all applicable Maryland laws and regulations.

AUDITS. The Subrecipient will provide the Department and auditors with access to the Subrecipient’s records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200, but not more than once per calendar year during the term of this Subaward. Funds received as part of this Subaward are subject to Federal and State audit. The Subrecipient is to retain and provide access to all pertinent financial and programmatic records for a period of three (3) years after the Federal Period of Performance End Date (November 30, 2026), pursuant to 2 C.F.R. §200.333. All records will be maintained by the Subrecipient in accordance with generally accepted accounting principles.

REIMBURSEMENT. The Department will reimburse the Subrecipient, not to exceed the Total Grant Funds awarded, for eligible costs incurred for goods and/or services specified by this Subaward Agreement. The Department will process payment upon receipt of a completed “Request for Payment/Reimbursement” form and detailed supporting documentation (e.g., copies of invoices, schedules detailing expenditures). Subrecipient may submit a Request for Payment/Reimbursement forms as needed periodically during the period of performance, and receive partial payments, up to the total amount of the Total Grant Funds. The final reimbursement request is to be submitted no later than sixty (60) days following the Period of Performance End Date (September 30, 2026).

NOTICES. Each party shall designate a contact and, on the date of execution of this Subaward Agreement, shall provide the other party with the other party's name and address, and with phone numbers by which the party can be contacted at any hour of the day or night for the duration of this Subaward Agreement. All notices, consents, invoices and other communications required, permitted or otherwise delivered under this Subaward Agreement shall be in writing and may be sent by facsimile, delivered by hand or mailed by first class certified mail, return receipt

requested, postage prepaid, or sent by a nationally recognized delivery service, and in any case shall be addressed as follows:

If to Department:

Maryland Department of Emergency Management  
7229 Parkway Drive, Suite 200  
Hanover, MD 21076  
Attention: SLCGP Grant Administrator

The parties agree that Subrecipient questions regarding this project or its payment should be directed to [slcgp.grant@maryland.gov](mailto:slcgp.grant@maryland.gov).

If to Organization:

111 Maryland Avenue  
Rockville  
MD 20850

Changes in the respective addresses to which such notices, consents, invoices or other communications may be directed and may be made from time to time by any party by notice to the other party. Notices and consents shall be deemed to have been given when received.

**FORCE MAJEURE.** The Subrecipient shall not be considered to be in default or breach of this Subaward Agreement, and shall be excused from performance or liability from damages to the Department, if and to the extent it shall be delayed or prevented from performing or carrying out any of the provisions of this Subaward Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, acts of the public enemy, acts of the State, fires, floods, pandemics, quarantine restrictions, denial of permit applications, labor strikes, or any other cause or causes beyond the Subrecipient's reasonable control ("Force Majeure Event"). If the Subrecipient suffers a Force Majeure Event, the Subrecipient shall notify the Department in writing as soon as reasonably practical specifying the cause of the event ("Notice"). If the Force Majeure Event continues for a period of more than 90 days from the date of the Notice, the Subrecipient shall be entitled to terminate the Subaward Agreement.

**FISCAL YEAR CYCLE.** The grant performance period follows the Federal Fiscal Year cycle. The Department would like the subrecipient to submit invoices and progress reports quarterly. Invoices must be sent to the Department's Grant Administrator for review and processing. Subrecipient must also send progress reports to the Department's Grant Administrator no later than January 15, April 15, July 15 and October 15 for the previous quarter.

**SUBCONTRACTING AND LOBBYING/DEBARMENT.** Subject to the debarment and lobbying laws of the State of Maryland and federal requirements applicable to the funding provided hereunder, the Subrecipient may subcontract with anyone they choose to meet the programmatic requirements of this grant based on the grant proposal submission provided they comply with all federal requirements set forth in 2 CFR Part 200, as amended and all other legal requirements of the grant set forth by DHS. The Subrecipient must send a copy of any contract to MDEM for our records. In order to receive funding, the Subrecipient represents and warrants that an authorized signatory for their organization will sign and date this Subaward Agreement and return it to the Department within fifteen business days, unless otherwise extended in writing by the Department. The debarment and lobbying certifications executed by the Subrecipient in the grant application are hereby acknowledged and incorporated.

**REPRESENTATIONS AND WARRANTIES.** By signing this Subaward Agreement, the Subrecipient hereby makes the following respective representations and warranties, as of the date of execution and delivery of this Subaward Agreement, to and for the benefit of the Department:

- A. The Subrecipient is a validly existing corporate entity under the Constitution and laws of Maryland with full legal right, power and authority to enter and perform its obligations under this Subaward Agreement and is in good standing.
- B. The Subrecipient has duly authorized the execution and delivery of this letter of agreement and this Subaward Agreement has been duly executed and delivered by the Subrecipient and constitutes a legal, valid and binding obligation of the Subrecipient, enforceable against the Subrecipient in accordance with its terms.
- C. Neither the execution or delivery by the Subrecipient of this Subaward Agreement, nor the performance of the Subrecipient's obligations in connection with the transactions contemplated hereby, nor the Subrecipient's fulfillment of the terms or conditions of this Subaward Agreement (i) conflicts with, violates or results in a breach of any applicable law, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Subrecipient is a party or by which the Subrecipient or any of its properties or assets are bound, or constitutes a default thereunder.
- D. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery by the Subrecipient of this Subaward Agreement except those that have been duly obtained or made.

E. Except as disclosed to the Department in writing, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Subrecipient's knowledge, threatened, against the Subrecipient, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of its obligations hereunder or in connection with the other transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this Subaward Agreement or any agreement or instrument entered into by the Subrecipient in connection with the transactions contemplated hereby.

FULL EFFECT. Subject to the Department's prior receipt and review of any and all such instruments, and provided such instruments are reasonably acceptable to the Department and in accordance with all applicable laws, the Department and the Subrecipient shall each execute and deliver any instruments and perform any acts necessary and reasonably requested by the other party in order to give full effect to this Subaward Agreement.

ASSIGNMENT. No party may assign its rights and obligations under this Subaward Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any assignee hereunder shall fully assume the obligations of the assignor. Further, this Subaward Agreement, the grant application and the assurances and certifications provided to DHS/CP3 during the application process and approval period contain the entire Subaward Agreement of the parties with respect to the transactions contemplated herein. This Subaward Agreement shall inure to the benefit of the parties hereto and their respective affiliates, successors and assigns and shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. If any provision of this Subaward Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of the Subaward Agreement will remain in full force and effect.

NO WAIVER. No delay or failure to exercise a right resulting from any breach of this Subaward Agreement shall impair such right or shall be construed to be a waiver thereof.

MARYLAND LAW. This Subaward Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland should have exclusive jurisdiction to decide any question arising hereunder.

**AUTHORIZED ACTION.** The execution, delivery and performance of this Subaward Agreement have been duly authorized by all necessary action of all parties, and this Subaward Agreement is a valid and binding obligation of the parties, enforceable in accordance with its terms.

**NON-DISCRIMINATION.** The provisions of Title VII of the Civil Rights Act of 1964 are hereby included in this Subaward Agreement to the end that no person in the United States shall, on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, disability, or genetic information, be excluded from participation in, be denied the benefits of or otherwise subjected to discrimination under this Subaward Agreement. The provisions of Title 20, Subtitle 6 (Discrimination in Employment) of the State Government Article, §20-602, Annotated Code of Maryland are incorporated by reference and are made a part hereof.

**COMPLIANCE WITH LAWS.** Each party shall comply with all applicable laws that affect performance or payment hereunder, or any materials, equipment, or employees connected in any manner whatsoever with such performance or payment.

**MBE/WBE REQUIREMENTS.** The Subrecipient shall comply with all State minority business enterprises (“MBE”) and/or women’s business enterprises (“WBE”) requirements applicable to this Subaward Agreement, as they are applicable.

**INDEMNIFICATION.** In accordance with applicable law and applicable insurance, the Subrecipient agrees to indemnify, defend and hold harmless the Department from and against any and all losses or liabilities incurred by the Subrecipient which arise out of or are in consequence of the performance or nonperformance of this Subaward Agreement to the extent such losses or liabilities are due to the fault or negligence of the Subrecipient, their contractors, agents, assignees and employees. The phrase, “losses or liabilities” shall include but not be limited to, actual expenditures or legal liability in connection with bodily injury (including, but not limited to, death) to any person, damage (including, but not limited to, loss of use) to any property (public or private), actionable contamination of the environment under applicable law, or alleged violation of permits, statutes, rules or regulations, or orders (including, but not limited to, fines or penalties) of any governmental entity with jurisdiction for purposes of enforcement of applicable law. The term “Subrecipient” shall include elected officials, directors, officers, employees, and agents of the Subrecipient, provided that no such elected official, director, officer, employee, or agent of any Subrecipient hereunder shall be or become personally liable for any such losses or liabilities.

**INDEMNIFICATION BY SUBRECIPIENT’S THIRD PARTY CONTRACTORS.** The

Subrecipient's third party contractors shall indemnify and hold harmless the Department, its employees, agents and officials from and against any and all losses or liabilities incurred by the Department, which arise out of or are in consequence of the performance or nonperformance of this Subaward Agreement to the extent such losses or liabilities are due to the fault or negligence of such third party contractor. The Subrecipient shall include a provision to this effect in each contract it enters into with a third party contractor for purposes of this Subaward Agreement. As used herein, the term "third party contractors" shall only mean those contractors expressly procured by the Subrecipient to provide specialized services as detailed in the Project or issued pursuant to funds provided in this Subaward Agreement. Unless otherwise provided herein, the term "third party contractor" shall not include other governmental entities, commodity suppliers, suppliers of off-the-shelf software and other generally available software, and utility providers.

**DEPARTMENT'S LIMITED LIABILITY.** The Department's obligation for indemnification is expressly limited for the Department, its officers, officials, employees and agents pursuant to Title 12, Subtitle 1 of the State Government Article as from time to time amended, and such additional amounts as may be specifically appropriated by Department in discharge of the Department's obligations under this Section.

**NO JOINT OR SEVERAL LIABILITY.** The parties agree that nothing contained in this Agreement is intended to imply or create any joint and several liability between the parties for the wrongful acts, omissions or negligence of any single party.

**LIABILITY LIMITATION AND IMMUNITIES.** The parties hereto expressly agree and understand that the indemnity obligations of the parties under this Subaward Agreement shall be limited to those direct and provable liabilities and losses which arise out of or are in consequence of the performance or nonperformance of each party under this Subaward Agreement, to the extent such losses or liabilities are due, in whole or in part, to the fault or negligence of the party. **NOTHING CONTAINED IN THIS AGREEMENT IS INTENDED TO OR SHALL BE CONSTRUED TO WAIVE ANY IMMUNITY POSSESSED BY THE DEPARTMENT, OR THEIR RESPECTIVE ELECTED OR APPOINTED OFFICIALS, OFFICERS, DIRECTORS AND EMPLOYEES, WHICH HAS NOT BEEN WAIVED BY EXISTING LAW.**

**INSURANCE.** The Subrecipient shall obtain and keep in force, during the term of this Subaward Agreement, insurance as it deems prudent and as legally required by applicable law or by FEMA, to the extent it is available and can be obtained for an amount which is reasonable, and which shall not be less than the maximum self-insurance provided by the Treasurer of Maryland pursuant to the State Finance and Procurement Article, Sections 9- 105(a) and (c), Annotated Code of Maryland, including, but not limited to, any currently existing workers' compensation liability insurance. Subrecipient may provide any such insurance through a self-insurance program of the Service or of the State of Maryland. The Subrecipient's third party contractors may be requested to provide verification of insurance to the Department and Subrecipient. These insurance coverages shall be maintained in the amounts and as required by the Department and Subrecipient and provide documentation of such insurance in a form satisfactory to the

Department. Such documentation may, in the discretion of the Department, be in the form of binders or declarations from the insurance company. All said insurance certificates shall name the Subrecipient and the Department as a certificate holder.