



# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

### NORTH CAROLINA TIER II GRANT

**Fiscal Year 2018**  
**Grant #: TIER II-2018**

### SUB AWARD NOTIFICATION

Nicholas Campasano  
Wake County  
331 South McDowell Street  
Raleigh, NC 27601

**Period of Performance:** January 1, 2018 to December 31, 2018  
**Project Title(s):** LEPC Projects  
**Total Amount of Award:** \$1,000.00  
**MOA#:** 1845

North Carolina Emergency Management is pleased to inform you that the Fiscal Year (FY) 2018 Tier II Non-Competitive Grant project(s) has been approved for funding. In accordance with the provisions of FY 2018 Tier II grant award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. North Carolina Emergency Management grant number is TIER II-2018-1845.

**Payment of Funds:** The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e. invoices, contracts, itemized expenses).

**Conditions:** These funds are to be used by your county's Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training, and related exercises. The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of North Carolina General Statute §143C-6-23, 09 NCAC 03M and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 30-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

**Supplanting:** The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for LEPC activities. In compliance with that mandate, the sub-recipient will certify that the receipt of grant funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for LEPC activities.

**Callion L. Maddox**  
**Homeland Security Grants Branch Manager**

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



**MAILING ADDRESS**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
[www.readync.org](http://www.readync.org)  
[www.ncdps.gov](http://www.ncdps.gov)

**OFFICE LOCATION**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685



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## Emergency Management

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### NORTH CAROLINA TIER II GRANT

**Fiscal Year 2018**

**Grant Award #: TIER II-2018 NON-COMPETITIVE**

### MEMORANDUM OF AGREEMENT (MOA)

#### Between

**Recipient:**

State of North Carolina  
Department of Public Safety  
Emergency Management

**Sub-Recipient:**

Wake County  
**Tax ID/EIN #:** 56-6000347A  
**DUNS#:** 019625961

**MOA #T2-2018-1845**

**DPS Fund Code:** 1506-8064

**MOA Amount:** \$1,000.00

**MOA Period of Performance:** 1/1/2018 to 12/30/2018

1. **PURPOSE:** This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises. Please see Attachment 1 for a detailed scope of work.
2. **AUTHORITY:** In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.
3. **COMPENSATION:** The Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than January 31, 2019. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.
4. **CONDITIONS:** The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S. § 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

- A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
  - B. Support regional LEPC meetings and collaboration
  - C. Enhance LEPC outreach efforts or produce promotional materials
  - D. Host or support local and regional LEPC conferences
  - E. Create or update hazardous material emergency response plans
  - F. Support local or regional hazardous materials response exercises
  - G. Support purchases of equipment necessary to support the LEPC and its mission
    - Purchases of equipment must be pre-approved in writing by the NCEM EPCRA Coordinator
  - H. Support hazardous material risk assessments currently being conducted by North Carolina Emergency Management
  - I. Under no circumstances are the following items eligible for funding under this grant:
    - Salaries or benefits for any employee
    - Drone aircraft or unmanned aerial vehicles
    - Support for programs not focused on hazardous materials preparedness
5. **REGULATION:** The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this payment, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.
6. **TAXES:** Recipient shall be responsible for all taxes.
7. **WARRANTY:** As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
8. **POINTS OF CONTACT:** To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the Planning & Homeland Security Grants Management staff, and NCEM Branch Staff. The Sub-recipient point of contact shall be the person designated by the Sub-recipient.

9. **PUBLIC RECORD ACCESS:** This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
10. **SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
11. **ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
12. **OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
13. **COMPLIANCE:** Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.
14. **ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
15. **MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.
16. **TERMINATION:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Technological Hazards Branch and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable NCEM EPCRA Grant Adjustment Notice.
17. **EXECUTION AND EFFECTIVE DATE:** This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.
18. **CERTIFICATION OF ELIGIBILITY--Under the Iran Divestment Act**  
Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.\* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
3. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please direct questions to (919) 814-3852.

**IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2018.**

**N.C. DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT  
1636 GOLD STAR DR  
RALEIGH, NC 27607**

**WAKE COUNTY  
331 SOUTH MCDOWELL STREET  
RALEIGH, NC 27601**

DocuSigned by:

*Michael A. Sprayberry*

**Michael A. Sprayberry, Director  
North Carolina Emergency Management**

**APPROVED AS TO PROCEDURES**

DocuSigned by:

*William Polk*

**William Polk, Assistant General Counsel  
Reviewed for the Department of Public  
Safety, by William Polk, DPS Assistant  
General Counsel, to fulfill the purposes of the  
North Carolina Tier II Grant Program**

**James J. Cherokee, Controller  
North Carolina Department of Public Safety**

**Erik A. Hooks, Secretary  
North Carolina Department of Public Safety**

**THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2018 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE TIER II GRANT.**

# **Attachment 1**





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### Tier II Grants: Allowable Expenditures

The Tier II grants that awarded may provide Local Emergency Planning Committees funding and more options to expand the scope of their hazardous materials emergency preparedness programs through response planning, training and related exercises to include fixed facility planning.

All active LEPCs were each awarded competitive and/or noncompetitive grant funds from the hazardous materials facility fees collected during the Tier II reporting period. The grants are to be used for hazardous materials emergency response planning, training and related exercises, with some conditions and limitations.

The funds awarded under this grant must only be used by your county LEPC or regional LEPC and must fall under one or more of the following categories:

1. Supporting costs incurred facilitating LEPC meetings;
  - E.g. printing, general office supplies, food and non-alcoholic beverages
2. Supporting regional LEPC meetings and collaboration;
3. Enhancing LEPC outreach efforts or produce promotional materials;
4. Hosting or supporting local and regional LEPC conferences;
5. Creating or updating hazardous material emergency response plans;
6. Supporting local or regional hazardous materials response exercises;
7. Supporting purchases of equipment necessary to support the LEPC and its mission; or
8. Supporting hazardous material risk assessments currently being conducted by North Carolina Emergency Management.
9. Subscription- HazMat Related website.(ex: MSDS online, Chemtrac)\*\*

\*\*For approved list of eligible subscriptions contact EPCRA coordinator prior to purchase of subscription. NCEPCRA@ncdps.gov

Tier II grants may not be used for salaries or benefits for any employee; drone aircraft or unmanned aerial vehicles; items intended as gifts; or support for programs not focused on hazardous materials preparedness.

### **All equipment purchases must have prior approval.**

LEPCs have until December 31 to spend these funds. All requests for reimbursement must include a cost report, Invoices, and proof of payment. This must be completed and submitted to NCEM no later than January 31. LEPCs with questions about the Tier II grant should contact Callion Maddox 919-825-2332.

**MAILING ADDRESS:**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
[www.ncdps.gov](http://www.ncdps.gov)  
[www.readync.org](http://www.readync.org)



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