



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

NC Tier II Grant Fiscal Year 2019

Grant#: T2-2019

SUBAWARD NOTIFICATION

Joshua Cerighton

Wake County
331 South McDowell Street
Raleigh, NC 27601-

Period of Performance: January 1, 2019 to December 31, 2019

Project Title: LEPC Projects

Total Amount of Award: \$1,000.00

MOA #: 1960

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 NC Tier II Grant has been approved for funding. In accordance with the provisions of FY 2019 NC Tier II Noncompetitive award, NCEM hereby awards to the foregoing sub-recipient a grant in the amount shown above.

Payment of Funds: The grant shall be effective upon final approval by NCEM 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, etc.).

Conditions: 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 the 2 CFR 200 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 the period of performance. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the sub-recipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the sub-recipient may begin to expend grant funds.

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 homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

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
www.ncdps.gov

OFFICE LOCATION

1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
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North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
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NC Tier II Noncompetitive Grant

Fiscal Year 2019

Grant#: T2-2019

Memorandum of Agreement (MOA)

between

Grantor:

State of North Carolina
Department of Public Safety
Emergency Management

MOA #: 1960

DPS fund code: 1506-8064

Recipient:

Wake County
Tax ID/EIN #: 56-6000347
Duns #: 019625961

Award amount: \$1,000.00

Period of performance: January 1, 2019 to December 31, 2019

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. See Attachment 1: Allowable Expenditures.

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 Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the 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, 2020. 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 Hazardous Materials Group

- H. 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-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this payment, the 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 Administration, Grants Management Branch Staff, and NCEM Field Branch Staff. The Recipient's point of contact shall be the person designated by the 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, 2019. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Hazardous Materials Group 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 Grant Adjustment Notice. Failure to provide applicable cost reports, proof of payment and/or a deobligation request letter by January 31, 2020 will result in an automatic deobligation of grant funds.

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, 2019. 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:

- A. 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
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. 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, 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, 2019.

**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**

DocuSigned by:

David Ellis

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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**

DocuSigned by:

James T. Cherokee

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

DocuSigned by:

Erik A. Hooks

**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 2019 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 EXCEPT FOR THE TIER II GRANT.

Attachment 1



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

FY2019 Tier II Grants: Allowable Expenditures

Tier II grants that are awarded may provide Local Emergency Planning Committees (LEPCs) the funding options to expand the scope of their hazardous materials emergency preparedness programs. Expansion through response planning, training and related exercises are allowed, and may include fixed facility planning. LEPC(s) that applied for competitive and/or noncompetitive Tier II grants and that were selected/approved for an award were each awarded grant funds from the hazardous materials facility fees collected during the Tier II reporting period. The grant funds 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 are only allowed for use by your county LEPC or regional LEPC and must fall under one or more of the following categories:

- Supporting costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
- Supporting regional LEPC meetings and collaboration
- Enhancing LEPC outreach efforts or produce promotional materials
- Hosting or supporting local and regional LEPC conferences
- Creating or updating hazardous material emergency response plans
- Supporting local or regional hazardous materials response exercises
- Supporting purchases of equipment necessary to support the LEPC
- Supporting hazardous material risk assessments currently being conducted by North Carolina Emergency Management
- Subscription- HazMat related website, (e.g. MSDS online, Chemtrac) for approved list of eligible subscriptions contact NCEM Hazmat prior to purchase of subscription at hazmat@ncdps.gov

All equipment purchases must have prior written approval.

Allowable expenditures are in accordance with the provisions of N.C.G.S. §166A-29.1.

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.

LEPCs have until December 31, 2019 to spend these funds. All requests for reimbursement must include a cost report, invoices, proof of payment, and an AAR and/or revised plans if applicable to their approved project. Reimbursement requests must be submitted to NCEM no later than January 31, 2020. For questions regarding the grant contact the NCEM Grants Branch at NCEMgrants1@ncdps.gov

MAILING ADDRESS:
4236 Mail Service Center
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www.ncdps.gov
www.readync.org



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