



NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

Emergency Management Performance Grant
(EMPG)
Fiscal Year 2024
AL #: 97.042

Grant #: EMA-2024-EP-00009

Memorandum of Agreement (MOA)
between

RECIPIENT:
State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT:
Gaston County
615 N. Highland Street
Gastonia, NC 28052-2179
Tax ID/EIN #:
Unique Entity ID (from SAM.gov): QKY9R8A8D5J6

MOA #:	24EMPG035	Award amount:	Universal	SatCom	Optional
		Federal	\$ 62,500.00	TBD	TBD
Period of performance:		State	\$ 0.00	TBD	TBD
October 1, 2023 to September 30, 2026		Local	\$ 0.00	TBD	TBD
		Total	\$ 62,500.00	TBD	TBD

Cost center: 102640-0-0-3024-19GH000404

- 1. Purpose**
The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG). More information about EMPG is available at [FEMA EMPG website](#). This MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide EMPG funding to the Subrecipient to fund projects related to the FY24 EMPG program to support the National Preparedness goal of a secure and resilient nation.
- For a more detailed description of the approved scope of work see Attachment 1. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.
- 2. Program Authorization and Regulations**
This MOA is authorized under the provisions of:
- A. Section 662 of the Post-Katrina Emergency Management Reform Act of 2006(PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.)

- B. Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act); *Compact of Free Association Act of 2003*, as amended (Pub. L. No. 108-188)[1]FY 2024 EMPG Notice of Funding Opportunity ([NOFO](#)).
- C. Applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and
- D. *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2024 EMPG [NOFO](#), 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to counties and federally recognized tribes to sustain and enhance all-hazards emergency management capabilities. Continued EMPG funding is contingent upon completion of all EMPG funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program.

Subrecipient must:

- A. Be established as a county or federally recognized Indian tribal government.
- B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
- C. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct.
- D. Complete any procurement(s) and expenditures no later than 09/30/2026.
- E. Provide quarterly progress reports to NCEM Grants Branch using [WebEOC](#), by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- F. Submit requests for reimbursement with all required documentation attached.
- G. **Match requirement.** FY 2024 EMPG funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g., salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG cannot be matched to any other federal grants. The Subrecipient identifies to the Recipient the match source on their application for EMPG funds. Recipients of EMPG funding can review the FY 2024 EMPG [NOFO](#), section C.5 (Cost Share or Match). Other program

guidance is available at <https://www.fema.gov/grants/preparedness/emergency-management-performance>.
Contact your NC Emergency Management Area Coordinator for assistance.

- H. SUBRECIPIENT must have either a full-time emergency management program director or a 50% full-time equivalent emergency management program director.

5. Compensation

RECIPIENT agrees that it will pay Subrecipient compensation for eligible services to be rendered by Subrecipient. Payment to SURECIPIENT for expenditures under this MOA will be reimbursed after Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. These documents must be submitted no later than the end of the period of performance (POP). 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 MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, the POP for this grant is October 1, 2023 – September 30, 2026. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after POP revert to RECIPIENT.

- A. SUBRECIPIENT understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount \$62,500.00. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Pursuant to N.C.G.S 143C-1-1, SUBRECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. SUBRECIPIENT must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 35 below regarding compliance.

6. Conditions

SUBRECIPIENT certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2024 EMPG Application packet, incorporated by reference herein. RECIPIENT and SUBRECIPIENT certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that RECIPIENT is duly authorized to commit SUBRECIPIENT to these requirements; that costs incurred prior to the POP or after the POP (plus any approved extensions to the POP) will result in the expenses being absorbed by SUBRECIPIENT; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program:

- A. SUBRECIPIENT must:
 - i. Complete any procurements, expenditures, and receipt of goods or services within the POP.

- ii. Match Requirement. See paragraph 4.G. above.
- iii. Submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 102640-0-0-3024-19GH000404 in the North Carolina Financial System (NCFS). See SUBRECIPIENT paragraph 9.G.

B. Required Documents/Forms. SUBRECIPIENT must submit the following documents to RECIPIENT (empg@ncdps.gov) upon execution of this MOA. This is not required if SUBRECIPIENT has previously submitted these documents to RECIPIENT for this or any other grant; however, if any of these documents are not current, SUBRECIPIENT must submit updated document(s):

- i. W-9 (see: [09 NCAC 03M .0202](#))
- ii. Electronic Payment / Vendor Verification Form (see: [09 NCAC 03M .0202](#))
- iii. Conflict of Interest Policy (see: [G.S. 143C-6-23.\(b\)](#))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification (see: [G.S. 143C-6-23.\(c\)](#))
- v. SUBRECIPIENT Procurement Policy

7. Supplantation

Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8. Scope of Work

SUBRECIPIENT shall implement the project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

- A. SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.
- B. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.
- C. After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
- D. Training course roster, description and syllabus.
- E. All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:
 - i. Name and address of the vendor or establishment providing the product or service.
 - ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
 - iii. Date product received or service provided.
 - iv. Itemized description of all products or services.
 - v. Unit price of products or services (if applicable).
 - vi. Total amount of eligible expenditures.
 - vii. Copy of executed contract/subcontract agreement (if applicable).
 - viii. Proof of payment of expenses associated with the project.
- F. Any other documentation requested by RECIPIENT.

9. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with EMPG requirements.

- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA by signing this MOA.

SUBRECIPIENT:

- A. This MOA must be signed and returned to RECIPIENT within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2024 EMPG Grant Program funds in accordance with the FY2024 EMPG [NOFO](#), the grant application, and this MOA.
- C. Procurement.
 - i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
 - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2024 EMPG [NOFO](#), [Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#), and the [2024 FEMA Preparedness Grants Manual](#). SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
 - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.
 - iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the [Local Government Commission](#) (LGC) per [20 NCAC 03](#) are required under North Carolina law to follow rules and regulations in the “[Mini-Brooks Act](#)”, [G.S. 143-64.31](#), for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.
 - v. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
 - vi. Conflicts of Interest. See paragraph 9.M.iii. below.
 - vii. Complete all procurement by end of POP.
- D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing,

<https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

- E. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the [Suspension of Funding List](#) (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.
- F. Indirect Costs. No indirect or administrative costs will be charged to this award. See [2 CFR 200.332\(a\)](#).
- G. Activities Required for Reimbursement. To receive baseline funding, applicants must complete certain universal programmatic deliverables or “activities” during a specified period of performance. This will be a single payment calculated based solely on the required Universal Activities.

For FY24 EMPG, counties are required to properly complete 8 approved universal activities to receive maximum funding. Activity selection and tracking is completed through [WebEOC](#).

Reimbursement is made through the fully executed MOA and Cost Report #1 for completed Universal Activities. All MOAs and cost reports are processed through the [DocuSign](#) system.

- H. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within SUBRECIPIENT’s central accounting and grant management system. SUBRECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
 - i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to [2 CFR 200.475](#) for travel costs.
 - ii. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.
- I. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 3). SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each EMPG grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
 - i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity.
 - ii. Award letter, MOA, and supporting attachments.
 - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
 - iv. Audit findings and corrective action plans.
- J. Property and Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
 - i. Only allowable equipment listed in the Authorized Equipment List ([AEL](#)) for EMPG are eligible for purchases from this grant. In addition, SUBRECIPIENT will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
 - ii. Property and equipment purchased with EMPG funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with EMPG funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in

accordance with EMPG Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.

- iii. SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
 - iv. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$10,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.
 - v. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
 - vi. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.
 - viii. Disposition Procedures. Unless otherwise directed by RECIPIENT, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$10,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$10,000 may not be retained, transferred, or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
- K. Communications equipment. Investments in emergency communications systems and equipment must meet applicable [SAFECON](#) Guidance recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator ([SIEC](#)) to ensure interoperability and long-term compatibility. In order to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.
- L. Conflicts of Interest.
- i. State Law. Per [N.C.G.S. § 143C-6-23\(b\)](#), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**

- ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the [2024 FEMA Preparedness Grants Manual](#), all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
- iii. Federal Law – Procurement. Per 2 CFR 200.318 and the [2024 FEMA Preparedness Grants Manual](#), all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.
- M. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>. See paragraph 14. below.
- N. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words “Funded by US Department of Homeland Security”.
- O. EMPG Program-funded deployable personnel are required to meet National Qualifications System (NQS) certification requirements (<https://www.fema.gov/emergency-managers/nims/components/nqs-supplemental-documents>) as specified on page H-3 of [2024 FEMA Preparedness Grants Manual](#).
- P. All EMPG-funded personnel have completed, or will complete during the Period of Performance of this grant award, the specific training requirements detailed on page H-14 of the [2024 FEMA Preparedness Grants Manual](#).
- Q. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2024 EMPG [NOFO](#) and Subaward Notification.
- R. DHS Standard Terms and Conditions
SUBRECIPIENT must comply with all applicable provisions of the FY24 [DHS Standard Terms and Conditions](#) (Attachment 2). This applies to all new federal financial assistance awards funded in FY24. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links.
- S. Closeout Reporting Requirements. In accordance with [2 CFR 200.344](#), SUBRECIPIENT must submit to RECIPIENT, no later than 90 calendar days after the end date of the POP, all financial, performance, and other

reports as required by the terms and conditions of the federal award, this MOA and FY24 [DHS Standard Terms and Conditions](#) (Attachment 2) incorporated by reference herein, for the performance of the activities.

Documentation required:

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Any other closeout documentation requested by RECIPIENT.
- v. SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by RECIPIENT, as RECIPIENT executes any audit internal audit responsibilities.
- vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
- vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

10. Taxes

SUBRECIPIENT shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant.

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

11. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the [North Carolina Tort Claims Act](#). Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>

13. Audit Requirements

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a subrecipient that receives a combined \$1,000,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.

- B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity’s fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the [NCEM Grants Management & Compliance website](#).

14. Construction and Renovation, and Infrastructure Projects

All construction and renovation projects require [EHP](#) review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in [DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1](#), must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the POP. EHP policy guidance and the EHP Screening Form, can be found online at: <https://www.fema.gov/media-library/assets/documents/90195>. EHP review materials should be sent to empg@ncdps.gov.

Written approval must be provided by FEMA prior to the use of any EMPG funds for construction or renovation. When applying for construction funds, subrecipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, subrecipients are required to submit a SF-424C form with budget information for the construction project, and an SF-424D form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with:

- A. Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- B. [Build America, Buy America Act](#) (BABAA)

If funding from this grant program is used for an “infrastructure” project, all iron, steel, manufactured products & construction materials used in the project must be produced in the U.S. per the [Build America, Buy America Act](#) (BABAA), unless an [approved waiver](#) applies, including the [Small Projects Waiver](#), which waives the BABAA requirements for all projects that do not exceed the federal simplified acquisition threshold (currently set at \$250,000). Recipients and subrecipients of this grant must also ensure that all contracts (including purchase orders) subject to BABAA include a required contract clause and self-certification of compliance pursuant to

[FEMA Interim Policy #207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure.](#)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA. See [2 CFR Part 184](#).

15. Subrecipient Monitoring

See Attachment 5 for subrecipient monitoring.

16. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be: Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point of contact shall be the person designated by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

17. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

18. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA.

If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the reimbursement in accordance with SUBRECIPIENT responsibilities in paragraph 9.G above. A contractual arrangement shall in no

way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2024 EMPG [NOFO](#) referenced herein.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Prohibition on purchasing certain telecommunications - [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) – Public Law 115-232, section 889 – 2 CFR 200.216, 200.327 & 200.471.

Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 2 CFR 200.216, 200.327 & 200.471 covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- C. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471. **FEMA Policy #405-143-1**. Guidance is available in [FEMA Policy #405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

21. Divestment and Do-Not-Contract Rules

The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules>.

SUBRECIPIENT may not contract with any vendors on any of these designated divestment and do-not-contract lists using EMPG grant funds, and SUBRECIPIENT must comply with all other requirements of these divestment and do-not-contract laws.

22. Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Lobbying Prohibition

SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions

During the performance of this agreement, SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

A. Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

B. Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

C. Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

D. Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units

in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

F. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074 which addresses the transfer or purchase of certain military equipment by law enforcement. Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

G. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

H. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

I. Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

J. Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

24. Assurance of Compliance with Privacy Act

SUBRECIPIENT agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under,

when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.

- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

25. Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

26. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

27. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on October 1, 2023 to the end of the POP on September 30, 2026

28. Statement of Assurances

SUBRECIPIENT must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (EMPG@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

29. Situs

This MOA 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.

31. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

32. Entire Agreement

This MOA 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.

33. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

34. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until September 30, 2025. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA 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 DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2024 EMPG [NOFO](#), incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

35. Compliance

Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2024 EMPG [NOFO](#) referenced in paragraph 2 above. Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 5 for subrecipient monitoring.

36. Execution and effective date

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of SUBRECIPIENT, to NCEM on behalf of RECIPIENT and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from the start of POP on 10/01/2023 through the end of the POP. Failure to provide applicable cost reports, proofs of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

37. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 [DHS Standard Terms and Conditions](#) – click hyperlink to access document
 - Attachment 3 Required Subrecipient File Documentation
 - Attachment 4 NCEM Communications Branch Memo
 - Attachment 5 Subrecipient Monitoring

AUTHORIZED SIGNATURE WARRANTY


THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:

Approved

By:

DocuSigned by:


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**William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management**

Date:

12/12/2024 | 09:30:57 EST

For SUBRECIPIENT:

Approved

By:

Signed by:


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Date:

12/23/2024 | 06:51:52 EST

By:

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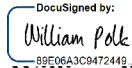
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By:

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**William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Homeland Security
Grant Program**

Date:

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