



Gaston County

Gaston County
Board of Commissioners
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Emergency Management and Fire Services

Board Action

File #: 25-370

Commissioner Fraley - Emergency Management and Fire Services - To Accept and Appropriate a NC Tier II Noncompetitive Grant for LEPC Support in the Amount of **\$5,000**

STAFF CONTACT

Scott Hunter - Director of Emergency Management and Fire Services - 704-866-3231

BUDGET IMPACT

General Fund: Appropriate State grant revenues and to increase revenue and expenses by \$5,000.00. No additional County funds.

BACKGROUND

Emergency Management has been awarded a NC Tier II Noncompetitive Grant (\$5,000) by North Carolina Department of Public Safety. These funds are provided by the State of North Carolina to provide support for Gaston County Emergency Management's Local Emergency Planning Committee (SARA). No additional appropriation of County funds is required.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request (BCR); NCDPS Grant Notification

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	JBailey	CBrown	CCloninger	AFraley	BHovis	TKeigher	SShehan	Vote
2025-245	07/22/2025	BH	TK	A	A	A	A	A	A	A	U

DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

GASTON COUNTY BUDGET CHANGE REQUEST (BCR)

TO: Matthew Rhoten, County Manager

FROM: EMG Emergency Management & Fire Service

Dept. Code Department Name

Scott Hunter 7/2/2025

Department Director Date

REQUEST TYPE:

- ☐ Line-Item Transfer Within Department & Fund

☐ Project Transfer Within Department & Fund

☐ Line-Item Transfer Between Departments

☐ Line-Item Transfer Between Funds*

☒ Additional Appropriation of Funds*
- * Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	AMOUNT**
As it appears in Munis	<div style="display: flex; justify-content: space-between; font-size: small;"> 4335674265 </div> <div style="display: flex; justify-content: space-between; font-size: x-small;"> FundDeptDivSubDivProgSubProgFutureFuncObjProj </div> <div style="display: flex; justify-content: space-between; font-size: x-small;"> XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX </div>	
Ex. Employee Training	Ex. 1000-BGT-000-00000-000000-0000000-0000-01-520011-	Ex. \$5,000.00 Ex. (\$5,000.00)
State Grant Rev-NCTierIICompet	1000-EMG-000-00000-000000-0000000-0000-02-410001-G0111	(\$5,000)
Food&Prov-NCTierIICompet	1000-EMG-000-00000-000000-0000000-0000-02-520005-G0111	\$5,000

JUSTIFICATION FOR REQUEST:

Emergency Management has been awarded a NC Tier II Noncompetitive Grant (\$5,000) by North Carolina Department of Public Safety. These funds are provided by the State of North Carolina to provide support for Gaston County Emergency Management's Local Emergency Planning Committee (SARA). No additional appropriation of County funds is required.

** Decreases in expenditures and increases in revenue accounts require brackets. Increases in expenditures and decreases in revenue do not require brackets. Please note that transfers between funds require inter-fund transfer accounts.



Josh Stein, Governor

NC Department of Public Safety EMERGENCY MANAGEMENT

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

NC Tier II Competitive Grant Fiscal Year 2025

Memorandum of Agreement (MOA)

between

GRANTOR

State of North Carolina
Department of Public Safety
Emergency Management
1636 Gold Star Drive
Raleigh, NC 27607

RECIPIENT

Gaston County
PO box 1578
Gastonia, NC 28053-
Tax ID/EIN #:
UEID #: QKY9R8A8D5J6

MOA #: 25TierII005 **Award Amount:** \$5,000.00
Period of Performance: 1/1/2025 to 1/31/2026
Cost Center: 102646-1908064-0-2000-0
Project Title: FY25 Tier II Grant - Gaston County

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 for a description of the approved scope of work for this grant. The scope of work is the approved Application as submitted by RECIPIENT with any amendments approved by GRANTOR.

2. Authority

In accordance with the provisions of N.C.G.S. § 166A-29.1, North Carolina Emergency Management hereby awards to RECIPIENT a grant in the amount shown above. Tier II grants are funded by NC annual hazardous materials facility fees collected each year per N.C.G.S. 166A-29.1(f)(3). 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, RECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Execution

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 RECIPIENT and final approval by GRANTOR. Upon final approval of this MOA by GRANTOR, the period of performance (POP) for this grant is 1/1/2025 to 1/31/2026. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. RECIPIENT understands and agrees that:

- A. Total funding level available under this MOA will not exceed the awarded amount, \$5,000.00. RECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 provides scope of work and payment amounts to be paid to RECIPIENT.
- B. Pursuant to N.C.G.S 143C-1-1, RECIPIENT 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, GRANTOR will ensure that it will pay for services and goods acquired and obligated on or before the end of POP.
- C. RECIPIENT 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 6 below regarding compliance.

4. **Compensation**

GRANTOR agrees that it will pay RECIPIENT complete and total compensation for the services to be rendered by RECIPIENT. Payment to RECIPIENT for expenditures under this Memorandum of Agreement (MOA) will be reimbursed after RECIPIENT's request for reimbursement, detailed invoices, and proof of payment are submitted and approved for eligible expenses, and goods and/or services have been received. These documents must be submitted no later than 30 days after 1/31/2026.

5. **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 items for use in hazardous materials emergency response planning, training and exercises.

Purchases of items must be pre-approved in writing by the NCEM Hazardous Materials Group (NCEM hazardous materials group).

- H. Under no circumstances are the following items eligible for funding under this grant:

- Salaries or benefits for any employee
- Unmanned vehicles
- Support for programs not focused on hazardous materials preparedness

Funding is contingent upon completion of all funding requirements. Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/financial procedures as requested. The following conditions must be adhered to during the entire duration of the grant program.

- I. RECIPIENT must:

- i. Have and maintain a current Unique Entity Identifier created in the System for Award Management (SAM). Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM.

- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address and EIN up to date in SAM. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.
 - iii. Complete any procurements, expenditures, and receipt of goods or services within the POP.
 - iv. No Match Requirement. RECIPIENT is not required to provide matching funds in cash or in-kind for this award.
 - v. Submit requests for reimbursement with all required documentation attached in Salesforce. Once GRANTOR is satisfied that RECIPIENT has provided all required documentation, the requests can be processed for payment. The distributions of funds will be coded to cost center 102646-1908064-0-2000-0, account 564000008 in the North Carolina Financial System (NCFS).
- J. Required Documents/Forms. RECIPIENT must submit the following documents to GRANTOR in Salesforce upon execution of this MOA. This is not required if RECIPIENT has previously submitted these documents to GRANTOR for this or any other grant; however, if any of these documents are not current, RECIPIENT must submit updated document(s) in Salesforce:
- i. W-9 (09 NCAC 03M .0202)
 - ii. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
 - iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
 - iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))
 - v. Procurement policy

6. Compliance

RECIPIENT 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. RECIPIENT 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 following the principles of 2 CFR 200.339 (incorporated by reference in this MOA), and/or termination of the award per 09 NCAC 03M.0801 and 2 CFR 200.340 (incorporated by reference in this MOA). Additional conditions may also be placed on RECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and possible placement of RECIPIENT on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management (OSBM).

7. Responsibilities

GRANTOR:

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

RECIPIENT:

- A. This MOA must be signed and returned to GRANTOR within 45 days after RECIPIENT receives notice of this award.
- B. RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. § 143C-6-23 (State grant funds: administration; oversight and reporting requirements) and 09 NCAC 03M .0205 (MINIMUM REPORTING REQUIREMENTS FOR RECIPIENTS).

- C. Requests for Reimbursement (RFR). RECIPIENT must submit reimbursement requests under the project for their FY25 NC Tier II Grant (Tier II) award in Salesforce. Grantor will reimburse RECIPIENT for eligible expenditures. See Tier II overview for guidance.

RECIPIENT must submit invoice(s) requesting reimbursement for services and items received in Salesforce. RECIPIENT must take possession of all purchased items and equipment and receive any grant-eligible service prior to seeking reimbursement from GRANTOR. RECIPIENT must submit RFR within 60 days of payment of invoice. RFR submitted more than 60 days after RECIPIENT payment of invoice may be denied. RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by RECIPIENT, and that the products and/or services have in fact been received by RECIPIENT. All RFRs must be submitted within 30 days of the POP end date.

RECIPIENT is required to submit a summary of invoices with all requests for reimbursement (RFR), along with the actual invoices and proof of payment of those invoices. It is recommended that RECIPIENT uses the linked summary of invoices form provided by NCEM for this purpose; however, RECIPIENT can use their own local summary of invoices form if it contains the same information.

- D. Funds Management. RECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting and grant management system. RECIPIENT 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.
 - ii. If eligible, RECIPIENT 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.
- E. Closeout Reporting Requirements. Following the principles of 2 CFR 200.344, RECIPIENT must submit to GRANTOR, no later than 30 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the grant award and this MOA. This includes, but is not limited to, copies of after-action reports, including class roster, from any training or exercises funded by this grant. It also includes copies of any deliverables purchased with these grant funds such as plan rewrites, commodity flow studies, and HazMat risk assessments. GRANTOR notifies RECIPIENT upon completion of grant closeout.

This includes, at a minimum:

- 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 GRANTOR.
- v. RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by GRANTOR, as GRANTOR executes any audit internal audit responsibilities.
- vi. Once the complete final performance and financial status report package has been received and evaluated by GRANTOR, RECIPIENT will receive official notification of MOA close-out from GRANTOR.
- vii. The notification will inform RECIPIENT that GRANTOR 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.

- F. **Closeout Reporting Requirements.** Following the principles of 2 CFR 200.344, SUBRECIPIENT must submit to GRANTOR, no later than 30 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of this MOA. This closeout documentation must be submitted in Salesforce.

Documentation required:

- A complete accounting of how all grant funds were used.
 - A Certification stating the funds were used for the purpose appropriated.
 - A closeout letter indicating that the approved scope of work is complete.
 - Any other closeout documentation requested by GRANTOR.
 - RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by GRANTOR, as GRANTOR executes any audit internal audit responsibilities.
 - Once the complete final performance and financial status report package has been received and evaluated by GRANTOR, RECIPIENT will receive official notification of MOA close-out from GRANTOR.
 - The notification will inform RECIPIENT that GRANTOR 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.
- G. **Procurement.** RECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in N.C.G.S. Chapter 143, Article 3, Purchases & Contracts and the Purchase & Contract Administrative Code.
- If RECIPIENT utilizes local procurement policies, RECIPIENT is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.
- RECIPIENT is required to check 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 all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.
- 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 for non-compliant grant RECIPIENTS. The SOFL is updated on a weekly basis. RECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.
- H. RECIPIENT shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any items procured pursuant to this MOA. Unless otherwise directed by GRANTOR, RECIPIENT may keep or dispose of any items purchased with grant funds when the items are no longer needed by RECIPIENT.
- I. **Property and Equipment.** RECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Property and equipment purchased with TIER II funds shall be titled to RECIPIENT, unless otherwise specified by NCEM. RECIPIENT shall be responsible for the custody and care of any property and equipment purchased with TIER II funds furnished for use in connection with this MOA, and shall reimburse GRANTOR for any loss or damage to said property until the property is disposed of in accordance with TIER II Program requirements. GRANTOR will not be held responsible for any property purchased under this MOA.

- ii. RECIPIENT 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.
 - iii. RECIPIENT 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. RECIPIENT 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. The grant summary, RFRs with backup documentation, certificate of title, and any other RECIPIENT 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.
 - iv. RECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. RECIPIENT 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.
 - v. RECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - vi. Disposition Procedures. Unless otherwise directed by GRANTOR, RECIPIENT 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, RECIPIENT must notify GRANTOR via Chatter in Salesforce 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, 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. RECIPIENT must provide documentation that includes the method used to determine current fair market value.
- J. Indirect Costs. No indirect costs will be charged to this award.
- K. 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 this MOA, shall be the sole responsibility of RECIPIENT and shall not be reimbursed under this MOA.
- L. Conflict of Interest. Per N.C.G.S. § 143C-6-23(b), RECIPIENT is required to file with GRANTOR a copy of RECIPIENT's policy addressing conflicts of interest that may arise involving the RECIPIENT'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 the RECIPIENT's employees or members of its board or other governing body, from the RECIPIENT's disbursing of State funds, and shall include actions to be taken by the RECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before GRANTOR may disburse any grant funds.**

In conjunction with providing the conflict-of-interest policy to GRANTOR, RECIPIENT must disclose in writing to GRANTOR, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes RECIPIENT's responsibility 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 or subgrants. No employee, officer, or agent may participate in the selection, award, or administration of a contract or subgrant supported by this grant 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 or subgrant. The officers, employees, and agents of RECIPIENT may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subgrants. RECIPIENT 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 RECIPIENT. RECIPIENT must disclose violations in writing to GRANTOR, 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, RECIPIENT 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. Travel. RECIPIENT must have an acceptable local travel regulation plan or accept the state travel regulations, and must use their approved travel regulation plan when submitting all travel-related expenditures in an RFR under this MOA.
- N. Records Retention for Auditing & Monitoring. RECIPIENT acknowledges and agrees that, from and after the date of execution of this MOA and for five (5) years following its termination, the books, records, documents and facilities of RECIPIENT are subject to being audited, inspected and monitored at any time by GRANTOR upon its request (whether in writing or otherwise). RECIPIENT further agrees to provide GRANTOR staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.
- O. Advertising. RECIPIENT agrees not to use the existence of this grant award or the name of GRANTOR as part of any commercial advertising, without prior written approval of GRANTOR.

8. **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, RECIPIENT agrees to use these funds in a manner consistent with state and federal laws and regulations.

9. **Taxes**

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

If eligible, RECIPIENT 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.

10. **Warranty**

As an independent recipient, RECIPIENT will hold GRANTOR 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. Nothing in this MOA is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or RECIPIENT. 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.

11. Audit requirements

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 (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS):
<https://www.gao.gov/yellowbook>.

If RECIPIENT is a unit of local government in North Carolina, RECIPIENT 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 are set by the Local Government Commission (*see* Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission). **Government entities including counties and local governments are generally subject to the audit requirements of the Local Government Commission.**

12. Points of contact

To provide consistent and effective communication between 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 contacts shall be State Hazardous Materials Manager, Grants Management Branch staff, and NCEM Field Branch staff. RECIPIENT's contact shall be the person(s) designated by the RECIPIENT.

13. Public records access

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.

14. Contracting/subcontracting

If RECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then RECIPIENT agrees to include in the contract/subcontract agreement that the contractor/subcontractor is bound by the terms and conditions of this MOA. RECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold GRANTOR harmless against all claims of whatever nature arising out of the contractor/subcontractor performance of work under this MOA. **If RECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to GRANTOR.** A contractual arrangement shall in no way relieve RECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

RECIPIENT shall remain an independent recipient and as such shall be wholly responsible for the scope of work to be performed under this MOA and for the supervision of their employees and assistants.

RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this MOA. Such employees shall not be employees of, or have any individual contractual relationship with, GRANTOR. 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 his business and work performance under this MOA, including those of federal, state, and local agencies having appropriate jurisdiction.

RECIPIENT acknowledges and agrees that, in its conduct under this Contract and in connection with all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

15. 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.

16. Antitrust laws

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

17. 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.

18. 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.

19. Modification

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

20. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until the end of the POP. Any grant funds not expended by the end of the POP will be automatically deobligated. Prior to the end of the POP, either party may terminate this MOA upon thirty (30) days advance written notice to the other party.

The POP may only be extended upon approval by NCEM Hazardous Materials Group and the issuance of the Grant Adjustment Notice.

21. Terms of agreement

This MOA shall be effective upon return of execution from RECIPIENT and final approval by GRANTOR. Upon final approval of this MOA by GRANTOR, the POP for this grant is 1/1/2025 to 1/31/2026.

Regardless of the actual execution date, this MOA shall be in effect from the start of the POP to the end of the POP.

22. Divestment and Do-Not-Contract Rules

The North Carolina Department of State Treasurer follows several divestment and do-not-contract mandates. Information about each of these mandates is available below. For questions not answered here, please contact the Department's Communications team at press@nctreasurer.com.

- [Companies Boycotting Israel: Divestment and Do-Not-Contract Resources](#)
- [Iran: Divestment and Do-Not-Contract Resources](#)
- [Sudan \(Darfur\): Divestment Resources](#)

Vendors identified in these Divestment and Do-Not-Contract lists are ineligible to contract with the State of North Carolina or any political subdivision of the State. RECIPIENT may not be reimbursed for any expenditures incurred with vendors on these lists.

23. Attachments

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

In the event of any inconsistency or conflict between the language of this MOA and the attachment hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

This MOA includes the following attachments:

- Attachment 1 - Scope of Work / Approved Application in [Salesforce](#): App-0001005
- Attachment 2 - [Summary of invoices](#)

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, GRANTOR and GRANTEE 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 GRANTOR:**Approved**

Signed by:
By: William C. Ray _____ Date: 4/9/2025 _____
BD9D1C9856624CB...
**William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management**

For RECIPIENT:**Approved**

Signed by:
By: Tanisha Maness _____ Date: 5/13/2025 _____
41D704CB95BC4AD...

Signed by:
By: Justin Sellers _____ Date: 5/13/2025 _____
B9F8D8E2B2AB490...

Signed by:
By: Vincent Wong _____ Date: 7/2/2025 _____
EFCC911D30D2457...

Approved as to Form:

DocuSigned by:
By: William Polk _____ Date: 4/7/2025 _____
89E06A3C9472449...
William Polk, Deputy General Counsel

**Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the FY25 NC Tier II Grant
(Tier II)**