

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: NOVEMBER 24, 2014 AGENDA ITEM NUMBER: 5-A&B

- SUBJECT: A. RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS TO RECEIVE GRANT FUNDS THROUGH THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT, PLANNING AND HOMELAND SECURITY SECTION
- B. AMENDMENT TO THE FY 2014-2015 BUDGET ORDINANCE TO APPROPRIATE GRANT FUNDS THROUGH THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT, PLANNING AND HOMELAND SECURITY SECTION

(EMERGENCY MANAGEMENT DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

- A. On April 28, 2014, the Forsyth County Board of Commissioners adopted a Resolution and Budget Ordinance Amendment to receive \$40,937 in grant funds through the N.C. Department of Public Safety, Division of Emergency Management, Planning, and Homeland Security Section for the purchase of a mobile shower trailer.

The City/County Emergency Management Department has been informed that it received an additional grant award of \$17,563 through the N.C. Department of Public Safety, Division of Emergency Management, Planning, and Homeland Security Section, on behalf of the Hospitals Subcommittee of Disaster Planning Region 5, to combine with the previously awarded grant to assist in the purchase of the mobile shower trailer under the State Homeland Security Grant Program for federal fiscal year 2014.

The attached resolution seeks approval to receive the FY 2014 Homeland Security Grant Program funds to provide additional funding for the mobile shower trailer which will be available to any county within the Hospitals Subcommittee of Disaster Planning Region 5, which includes Forsyth, Surry, Stokes, Yadkin, Davie, Davidson, Guilford, Rockingham, Caswell, Person, and Alamance Counties.

The mobile shower trailer will be housed along with a previously purchased water filtration system at N.C. Baptist Hospital.

- B. The purpose of the budget ordinance amendment is to appropriate \$17,563 from the FY 2014 Homeland Security Grant Program and re-appropriate \$40,937 of grant funds awarded through the FY 2013 Homeland Security Grant Program to purchase the mobile shower trailer. The total appropriation is \$58,500.

The FY 2013 grant period is September 1, 2013 through February 28, 2015. The FY 2014 grant period is September 1, 2014 through February 28, 2016.

ATTACHMENTS: YES NO

SIGNATURE: *J. Kendrick Watts, Jr. /cdh* DATE: November 20, 2014
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS TO
RECEIVE GRANT FUNDS THROUGH THE NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY
MANAGEMENT, PLANNING AND HOMELAND SECURITY SECTION
(EMERGENCY MANAGEMENT DEPARTMENT)**

WHEREAS, on April 28, 2014, the Forsyth County Board of Commissioners adopted a Resolution authorizing execution of necessary documents to receive grant funds totaling \$40,937 through the North Carolina Department of Public Safety, Division of Emergency Management, Planning and Homeland Security Section under the State Homeland Security Grant Program for Federal Fiscal Year 2013; and

WHEREAS, the grant funds approved on April 28, 2014 will be used toward the purchase of a mobile shower trailer on behalf of the Hospitals Subcommittee of Disaster Planning Region 5, which includes Forsyth, Surry, Stokes, Yadkin, Davie, Davidson, Guilford, Rockingham, Caswell, Person, and Alamance Counties; and

WHEREAS, the Emergency Management Department received an award letter dated September 1, 2014 from the North Carolina Department of Public Safety for grant funds in the amount of \$17,563 for Federal Fiscal Year 2014 to supplement the Federal Fiscal Year 2013 grant award of \$40,937, representing a total of \$58,500 for the procurement of a mobile shower trailer and capture tank;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the County Manager and Clerk to the Board are hereby authorized to execute the necessary documents, on behalf of Forsyth County, and to receive the above described additional grant funds, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 24th day of November 2014.

**FORSYTH COUNTY, NORTH CAROLINA
AMENDMENT TO
2014-2015 BUDGET ORDINANCE**

FROM: BUDGET & MANAGEMENT

MEETING DATE: November 24, 2014

EXPLANATION:

The purpose of the budget ordinance amendment is to appropriate \$17,563 from the FY 2014 Homeland Security Grant Program and re-appropriate \$40,937 of grant funds awarded through the FY 2013 Homeland Security Grant Program to purchase the mobile shower trailer. The total appropriation is \$58,500.

The FY 2013 grant period is September 1, 2013 through February 28, 2015. The FY 2014 grant period is September 1, 2014 through February 28, 2016.

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY THAT THE
FISCAL YEAR 2014-2015 BUDGET ORDINANCE IS HEREBY AMENDED AS FOLLOWS:**

INCREASE: SECTION 1. REVENUES.
 GENERAL FUND
 INTERGOVERNMENTAL \$58,500

INCREASE: SECTION 2. APPROPRIATIONS.
 GENERAL FUND
 EMERGENCY MANAGEMENT \$58,500

NATURE OF TRANSACTION:
 Additional Revenue Available
 Transfer within Accounts of
 Same fund
 Other:

APPROVED BY BOARD OF COUNTY
COMMISSIONERS AND ENTERED ON
MINUTES DATED _____
AGENDA ITEM NUMBER _____



North Carolina Department of Public Safety

Emergency Management

Pat McCrory, Governor
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

GRANT AWARD

Subgrantee: Forsyth County EM
Project Title(s): Regional Mobile Shower Trailer
Grant Period: 9/1/14—2/28/16
Total Amount of Award: \$17563

Date of Award: September 1, 2014
Grant No.: EMW-2014-SS-00069-S01

The North Carolina Division Emergency Management- Planning and Homeland Security Section is pleased to inform you that your investment justification for Regional Mobile Shower Trailer under the State Homeland Security Grant Program Federal Fiscal Year 2014 has been approved for funding.

Attached is a Memorandum of Agreement (MOA) detailing the award amount and project implementation requirements. Please sign the MOA as indicated on the last page and return all documents to **Callion Maddox** via:

US Postal Service; Certified Mail
North Carolina Emergency Management
Planning & Homeland Security Section
CT Bowers Building
4238 Mail Service Center Raleigh, NC 227699-4238

Commercial Package Carrier
North Carolina Emergency Management
Planning & Homeland Security Section
CT Bowers Building
4105 Reedy Creek Rd. Raleigh, NC 27607

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

Conditions: The subgrantee shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subgrantee shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subgrantee is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subgrantee; and that all agencies involved with this project understand that federal funds are limited to a maximum 18-month period. Subgrantee must read and sign Memorandum of Agreement for acceptance of the award.

Supplantation: The Act requires that subgrantees confirm that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subgrantee will certify that the receipt

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov



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

of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Grant award notice: this award is subject to the grant special conditions and final approval by the Department of Public Safety, North Carolina Emergency Management grant program budget and narrative.

If you have any questions or need further assistance please contact Meghan Brown at (919)825-2549 or Meghan.brown@ncdps.gov.

Sincerely,



Callion L. Maddox
Homeland Security Grants Branch Manager

MS/EW/MD/MB

Enclosure

MAILING ADDRESS
4236 Mall Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov
Fax: (919) 825-2685



OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371

Telephone: (919) 825-2500

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MOA#: 1415
Tax #: 56-6000450
Fund Code: 1502-7A38-35H1
MOA Amount: \$ 17563
CFDA #: 97.067

MEMORANDUM OF UNDERSTANDING/AGREEMENT

BETWEEN

THE STATE OF NORTH CAROLINA,

**DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA
EMERGENCY MANAGEMENT**

AND

Forsyth County EM

EMW-2014-SS-00069-S01

- I. **PARTIES.** The parties to this Memorandum of Understanding/Agreement (hereinafter referred to as "MOA" or "Agreement") are the State of North Carolina, Department of Public Safety, North Carolina Emergency Management and Forsyth County EM.
- II. **AUTHORITY.** This Agreement is authorized under the provisions of: 1) Public Law 112-74, The Department of Homeland Security Appropriations Act, 2014 (Pub. L. No. 113-76); The 9/11 Commission Act of 2007; 3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); 6) the implementing recommendations or regulations of each Act or Law, if any; 7) the U.S. Department of Homeland Security, FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) available at: http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf FOA Number DHS-14-GPD-067-000-01; 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>; and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.
- III. **PURPOSE.** The purpose of this Agreement is to establish responsibilities and procedures to implement the terms of the U.S. Department of Homeland Security (DHS) FY 2014 Homeland Security Grant Program (HSGP). A copy of the complete federal grant instructions is available at: http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf.

This Agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Grantee), shall provide FY 2014 Homeland Security Grant Funding to Forsyth County EM (Sub-grantee) to purchase Regional Mobile Shower Trailer that will enable Sub-grantee to prevent, protect against, respond to, mitigate, and recover from potential acts of terrorism and other hazardous or catastrophic events.

IV. BACKGROUND. The Department of Homeland Security (DHS), through the Federal Emergency Management Agency (FEMA) Grants Program Directorate, in accordance with the authorities listed herein, created the FY2014 Homeland Security Grant Program, FOA Number DHS-14-GPD-067-000-01. This program was established to implement objectives addressed in a series of post-9/11 laws, strategy documents, plans, and presidential policy directives, including Presidential Policy Directive-8 (PPD-8) and the National Preparedness Goal (NPG), copies of which are available at: <http://www.fema.gov/learn-about-presidential-policy-directive-8>.

The Grantee and Sub-grantee enter into an arrangement by which the Grantee will provide Federal reimbursement funding to the Sub-grantee for the purchase of Regional Mobile Shower Trailer.

V. RESPONSIBILITIES.

a. The State of North Carolina, Department of Public Safety, North Carolina Emergency Management shall:

- (1) Provide reimbursement to the Sub-grantee for the cost of Regional Mobile Shower Trailer as described in Attachment 1.
- (2) Conduct periodic monitoring visits to the Sub-grantee to maintain grant compliance.
- (3) The performance period for the award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on February 28, 2016. Funds allocated for the procurement of equipment must be encumbered and invoices dated on or prior to February 28, 2016.
- (4) Reserves the right to de-obligate any remaining award funds after this agreement's expiration date, or before the expiration date of this agreement should the sub-grantee violate the terms of this agreement or should it become apparent that the sub-grantee will not be able to expend the funds prior to the expiration date of this agreement. Before taking action, the Grantee will provide the Sub-grantee reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

b. Forsyth County EM shall:

- (1) Expend FY 2014 Homeland Security Grant Program funds in accordance with the applicable FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA), the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the purchase of Regional Mobile Shower Trailer and the enhancement of all hazard preparedness.

- (2) Utilize State of North Carolina and/or local procurement policies and procedures for the procurement of the Regional Mobile Shower Trailer and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 215. Sub-grantee must follow procurement procedures and policies as outlined in the applicable FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and the USDHS Financial Management Guide. Sub-grantee shall comply with all applicable laws, regulations and program guidance. Sub-grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. 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: 44 CFR Part 13; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); Federal Acquisition Regulations (FAR), Part 31.2; and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations"; 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.; 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 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D; and Grant Award and Special Conditions documents.

- (3) Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Homeland Security grants manager. Grantee will reimburse Sub-grantee for eligible costs as outlined in the applicable USDHS Program Guidelines and Funding Opportunity Announcements. Sub-grantee must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the grantee. **Subgrantee must submit request for reimbursement within 60 days of payment of invoice.**

- (4) Complete the procurement (s) process not later than February 28, 2016.
- (5) Provide quarterly progress reports to the NCEM Homeland Security grants manager as described in Attachment 2 by the following dates: 15 January, 15 April, 15 July, and 15 October.
- (6) Provide inventory list at project completion phase to the Homeland Security grants manager listing all equipment purchased through the grant.
- (7) Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and the USDHS Financial Management Guide and Special Conditions documents and FEMA Grant Programs Directorate Information Bulletins. As required in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and FEMA Grant Programs Directorate Information Bulletin No. 388 dated July 18, 2012, sub-grantee must report all grant-funded equipment that supports defined resource typed capabilities and all training that supports a defined resource typed team using the fields in the FY 2012 Grant-Funded Typed Resource Report. The link to this instrument and a completed example of this report as well as all options available in the drop-down boxes can be found on Attachment 3 of this document. This reporting will include both NIMS typed resources and State and local typed resources. The description and listing of NIMS typed resources can be found at: www.fema.gov/media-library/assets/documents/28973?id=6432 Sub-grantee will specify the number of resources, capability supported, whether it is a NIMS or State/local typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The resources should be reported only after equipment is delivered or after training has occurred and the corresponding grant funds have been expended. The Sub-grantee will include this Typed Resource Report with each cost report submitted for reimbursement.
- (8) Maintain grant management filing system as required in Attachment 4.
- (9) Retain all original records pertinent to this MOA for a period of five years following the date of the closure of the grant award, or audit if required, or longer where required by law. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (10) Comply with current federal suspension and debarment regulations pursuant to OMB Circular A-133 which states in pertinent part that "[e]ffective November 26, 2003, 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. Sub-grantee shall be responsible to ensure that it has checked the federal Excluded Parties List System (EPLS) to verify that contractors or sub-recipients have not been suspended or debarred from doing business with the federal government.”

- (11) Ensure that FY 2014 HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- (12) Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- (13) All materials publicizing or resulting from award activities shall contain this acknowledgement: *“This project was supported by a Federal award from the U.S. Department of Homeland Security, Office of Grants and Training and the North Carolina Department of Public Safety, North Carolina Emergency Management.”* Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words *“100 percent Funded by U.S. Department of Homeland Security.”*
- (14) Sub-grantee shall order, receive, inspect, and stage the equipment and supplies. The purchase or acquisition of any additional materials, equipment, accessories or supplies beyond those identified in this MOA shall be the sole responsibility of Sub-grantee and shall not be reimbursed under this MOA. Sub-grantee shall prominently mark any equipment purchased with grant funding as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*
- (15) Sub-grantee shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-grantee may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included in the reports submitted to Grantee.
 - a) Grantee and Sub-grantee shall take a physical inventory of the equipment. The EM Sub-grantee Equipment Inventory Report, Cost Reports with backup documentation, Certificate of Title, Site Visit Report and any other Sub-grantee 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. Sub-grantee must provide Quarterly Progress Reports until all funds are expended.

- b) Sub-grantee must ensure adequate safeguards to prevent loss, damage or theft. Sub-grantee 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.
 - c) Sub-grantee must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - d) Disposition Procedures. Sub-grantee 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. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Grantee and in accordance with applicable program requirements. Items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Grantee approval in accordance with disposition requirements in 44 C.F.R. Part 13. Sub-grantee must provide documentation that includes the method used to determine current fair market value.
- (16) The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training or exercise beyond that identified in this MOA shall be the sole responsibility of Sub-grantee and shall not be reimbursed under this MOA.
- (17) No indirect or administrative costs will be charged to this allocation award.
- (18) Sub-grantees must utilize equipment as intended in the project proposal form /project detail workbook submitted to NCEM- HLS. Any variation from this intended use must be requested in writing and approved by NCEM- HLS office.
- (19) Each Sub-grantee must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- (20) System for Award Management (SAM) registration is required for all applicants. Each Sub-grantee shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is 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.

VI. FUNDING AND COMPENSATION. Grantee will reimburse Sub-grantee for the actual eligible costs incurred for the subject of this grant, **not to exceed Seventeen Thousand, Five Hundred Sixty-three Dollars (\$17563)**. Funds will be provided by the State of North Carolina, Department of Public Safety, and North Carolina

Emergency Management. The allocation of funds will be from the USDHS FY 2014 Homeland Security Grant Program.

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS, FEMA and Grantee 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 the applicable U.S. Department of Homeland Security

Program Guidelines, which include, but may not be limited to, the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA), available at: http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf, 44 C.F.R. Part 13, 2 CFR Parts 215, 220, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, A-87, A-122 and A-133 and the U.S. DHS Financial Management Guide available at:

http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf.

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.

VII. WARRANTY. Sub-grantee shall hold Grantee 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. The parties agree that this Limitation of Liability shall not be construed as a waiver of sovereign immunity by either party. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

VIII. PROPERTY. All property furnished under this agreement shall become the property of the Sub-grantee. The Sub-grantee shall be responsible for the custody and care of any property furnished for use in connection with the performance of this agreement. Grantee will not be held responsible for any equipment purchased by Sub-grantee.

IX. COMMUNICATIONS AND POINTS OF CONTACT

To provide consistent and effective communication between the Sub-grantee and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantee contacts shall be Michael A. Sprayberry, Director; Michael Daniska, Deputy Chief, Planning and Homeland Security Section and Callion Maddox, Grant Manager. The sub-grantee signatory shall be J. Dudley Watts, Jr., EM Director, Forsyth County EM and the point of contact shall be Melton J. Sadler, Emergency Management Director, Forsyth County EM.

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: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information. In accordance with the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA), "FEMA recognizes that much of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. 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. The Grantee and NCOI should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information."

- X. SUBCONTRACTING.** If the Sub-grantee subcontracts any or all purchases required under this Agreement, Sub-grantee agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-grantee agrees to include in the subcontract that the subcontractor shall hold Grantee harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-grantee subcontracts, a copy of the executed subcontract agreement must be forwarded to the North Carolina Emergency Management. Contractual arrangement shall in no way relieve Sub-grantee of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-grantee is bound by the terms, conditions and restrictions of the applicable USDHS Program Guidelines and Funding Opportunity Announcement referenced herein.
- XI. SITUS.** This Agreement shall be governed by the laws of North Carolina, and venue for any disputed matters or claims shall be in the Superior Court of Wake County, North Carolina.
- XII. ANTITRUST LAWS.** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIII. COMPLIANCE WITH THE LAW.** Sub-grantee shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-grantee shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).

XIV. OTHER PROVISIONS/SEVERABILITY. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety or Forsyth County EM. If any term of this Agreement is found by any court or other legal authority, or is agreed by the parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this Agreement shall remain in full force and effect.

XV. ENTIRE AGREEMENT. This Agreement and any 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.

XVI. MODIFICATION. Modifications of this agreement must be in writing and upon approval of both parties except as modified by official USDHS Federal Grant Adjustment Notice (GAN).

XVII. TERMINATION. The terms of this agreement, as modified with the consent of all parties, will remain in effect until **February 28, 2016**. Either party may terminate this Agreement upon thirty (30) days advance written notice to the other party.

Upon approval by USDHS, 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 USDHS Grant Adjustment Notice, incorporated by reference herein, or as established by the State Administrative Agency, whichever is sooner.

If Sub-grantee materially fails to comply with the terms of the award and DHS or Grantee suspends or terminates the grant award in accordance with 44 C.F.R., the applicable FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and other applicable authorities, incorporated by reference herein, Sub-grantee shall reimburse the North Carolina Emergency Management for said property.


XVIII. EXECUTION AND EFFECTIVE DATE. This Agreement will become binding upon execution of all parties to the Agreement. The terms of this Agreement became effective on September 1, 2014. The last signature shall be that of Gregory Baker, Commissioner—Law Enforcement, North Carolina Department of Public Safety.


XIX. TERM OF THIS AGREEMENT. This Agreement shall be in effect from **September 1, 2014 to February 28, 2016**.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2014.

**N.C. DEPARTMENT OF
PUBLIC SAFETY**

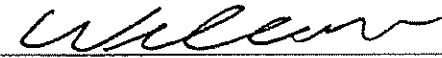
Forsyth County EM

BY: 
MICHAEL SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

BY: 
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Forsyth County EM 10-1-14

APPROVED AS TO PROCEDURES:

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DEPARTMENT OF PUBLIC SAFETY

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REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS SPECIAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

BY: 
GREGORY K. BAKER, COMMISSIONER
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY2014 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY GREGORY K. BAKER, COMMISSIONER OF LAW ENFORCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE STATE HOMELAND SECURITY GRANT PROGRAM FOR OTHER FISCAL YEARS.

Attachment 1

FY 2014 HSGP - State Homeland Security Grant Program (SHSGP) PHASE I Project Proposal Form (PPF)

Part II A. Baseline

Applicant Forsyth County Emergency Management

Funds Requested \$17,563.00

Project Description (2,500 Character Maximum)
 Hygiene centers to include showers and lavatory facilities are often limited or non-existent for field operations. This becomes particularly important for long-term events that span multiple operational periods. For prolonged events, showers and hygiene centers become major logistical issues for incident commanders and emergency planners. Often such arrangements have to be made around fixed facilities, which can limit support to field staff and responders. Examples of prolonged events spanning multiple operational periods include wild land fires, missing person searches, mobile field hospital operations, mass care support, etc. Shower accommodations become more critical during hazardous material incidents and medical environments where prompt decontamination and proper cleansing are vital. Additional shower support is needed for mass care events involving general population and medical support shelters. Often facilities at designated shelters are not sufficient and cannot meet heavy demands with large crowds. A turn-key, fully functional trailer can help eliminate these issues, while being quick to deploy, easily portable, cost effective and efficient. A mobile shower trailer would provide quick and efficient accommodations, helping to significantly increase the support capacity provided to staff, responders, patients and sheitees. Specifications would also include a capture tank so that the mobile trailer could fulfill multiple functions, also providing support during decontamination operations for staff, responders, and even patients. This project would be regional in nature and made available to all regional partners. The host agency would maintain the equipment and would assume responsibility for any upkeep, future needs and project sustainment. This would include providing a tow vehicle and providing transportation of the trailer to any requesting agency or organization. Not only could this asset be made available to all participating agencies in DPR 5, but would be available to the entire state and disaster management system.

Planned Expenditures

Planning	\$ -
Equipment	\$ 17,563.00
Training	\$ -
Exercise	\$ -
Total	\$ 17,563.00

Difference between Funds Awarded & Planned Expenditures (should be \$0) \$ -

Part II B. Strategy

Description (1,000 Character Maximum per answer)

<p>1) What are the objectives of this project?</p>	<p>The main objective for this project is to provide logistical support particularly for responders and staff during prolonged field operations. Other objectives include enhancing logistical support during mass care operations, as well as increasing decontamination capabilities. It is being proposed to purchase a fully contained trailer that will be configured with multiple showers, lavatories, and can possibly be equipped with toilets. This piece of equipment is an ideal accompaniment to a mobile field hospital, as well as other prolonged response operations including wild land fires, missing person searches, hazardous material incidents, etc. Currently, mobile hygiene centers and shower facilities in the region are very limited and have often included "makeshift" arrangements that are not effective or quick to deploy. Due to the limited resources available, logistics for staff support have often been confined to capabilities within fixed buildings that are typically not sufficient. A mobile trailer would not only provide similar accommodations in the field, but could also enhance and offset limited capabilities at a permanent structure, providing unlimited support for staff, responders, and citizens within the community.</p>
<p>2) What is the current status of this project?</p>	<p>This is a continuation of the Project from 2013. We are requesting funds to closeout and complete this project that will provide mobile shower facilities to counties and other stakeholders that will provide assistance and aid in staff support during prolonged disaster response and recovery operations, including logistical support for field medical stations. Currently no equipment has been purchased and no purchase orders have been issued.</p>
<p>3) Provide specifics for the end point/build out plan for this project.</p>	<p>To purchase a fully contained trailer equipped with multiple shower and lavatory configurations, with the possibility of adding toilets. Equipment will include water heaters, along with waste containment tanks to make the trailer a complete package, fully operational and quick to deploy.</p>
<p>4) What capability gap(s) will this project address? (Branch applicants: cite top 3-5 capability gaps from Risk and Capability Assessment)</p>	<p>The majority of counties in DPR-5 have very limited capability in providing logistical support for responder health and hygiene, particularly for extended operational periods. A fully functional trailer with showering capabilities would allow counties and agencies within DPR-5 to provide this capability without having the convenience of a fixed facility. This project would also enhance current capabilities at fixed facilities, particularly in mass care and sheltering scenarios. In many cases, designated shower space is not designed to handle large crowds and cannot meet the needs for housing and showering staff, personnel and citizens for an extended duration. Having a mobile asset that is quickly deployable and operational would provide more flexibility for incident commanders and emergency planners. By being quickly deployed and portable, emergency service personnel can better serve the citizens within their jurisdiction. A mobile shower trailer will allow agencies and organizations to have the necessary provisions for patients and personnel no matter the location despite the weather due to onboard environmental controls. With its containment capabilities the trailer is extremely flexible and can be used for multiple purposes, including enhancing any current gaps related to decontamination and hazardous material response.</p>

5) What is the regional nature of this project?

The trailer would be strategically placed in the Triad area and would be made available to all agencies in DPR-5, as well as the entire disaster management system across the state.

6) Why was this project selected over other options?

Prior events, trainings and exercises have noted a gap with providing shower capabilities to staff and patients during mass care scenarios. It has also been noted that current showering capabilities are not sufficient for mobile medical operations extending multiple operational periods that involve a large quantity of medical staff and personnel. Also decontamination equipment that can be quickly deployed and operational would enhance current response capabilities across the region.

State Homeland Security Strategy (2,500 Character Maximum)

Which goals and objectives in the 2010-2012 State Homeland Security Strategy does this project support?

Goal 5: Respond in an immediate, effective and coordinated manner	Objective 5.4 Mass
Search and Rescue Operations The outcome of achieving this objective will be that the greatest numbers of victims (human and, to the extent that no humans remain endangered, animal) are rescued and transferred to medical or mass care capabilities in the shortest amount of time while maintaining rescuer safety.	
Public and Private Services and Resources The outcome of achieving this objective will be that critical resources are available to incident managers and emergency responders upon request for proper distribution, aid disaster victims are aided in a cost-effective and timely manner, and public and private resource and services support for an affected area are mobilized, delivered, and advanced.	Objective 5.6

National Priorities and Core Capabilities

1. Which National Priority does this project support?

DHS National Priority List

Strengthen Medical Surge and Mass Prophylaxis

2. Which Core Capabilities (see DHS/FEMA Core Capability List) does this project support? (1,500 Character Max)

Environmental Response/Health and Safety, Mass Care Services, Public Health and Medical Services

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Part III A. Funding Plan

EQUIPMENT REQUEST

TOTAL PLANNED EQUIPMENT EXPENDITURES \$ 17,563.00

Equipment Description & Primary Use	RKB #	# items	Item Cost	Extended Cost	Tax	Shipping/Handli ng	Total
Regional Mobile Shower Trailer	08D2-03-SHM	1.00	\$ 17,563.00	\$ 17,563.00	\$ -	\$ -	\$ 17,563.00

Attachment 2

QUARTERLY PROGRESS REPORT

Subgrantee: Forsyth County Emergency Management

FY14 SHSP – MOA # EMW-2014-SS-00069-S01-1415

Quarter (list dates):

Grant Award: \$17563

Funds Expended Prior Quarters:

Funds Expended this Quarter:

Activities	Metric	Current Status
1. Equipment	Date, current status (ex. List needs identified, items in vendor negotiation, purchased, placed in service, etc.)	

Quarterly Progress Reports are due:

January 15

April 15

July 15

October 15

Attachment 3

Attachment 3 - EXAMPLE

Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE: Carolina County **GRANT#:** 2013-SS-00033-S01-13xx **PROJECT:** Generators & Generator Switches

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	SS	3	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 4

Required Sub-Grantee File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 44 CFR Part 13 and must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

Grant Award Letter

Memorandum of Agreement/ and Supporting Appendices

Quarterly Progress Reports

Completed cost report forms with invoices with proof of payment to vendor

Picture documentation of equipment purchased (with Serial /VIN bar code number and markings – “Purchased with Homeland Security Grant Funding if applicable)

Documentation of equipment location.