

MOA#: 1446-2  
Tax #: 52-1333483  
Fund Code: 1502-7A15-35H1  
MOA Amount: \$125,000.00  
CFDA #: 97.067

**MEMORANDUM OF UNDERSTANDING/AGREEMENT**

**BETWEEN**

**THE STATE OF NORTH CAROLINA,**

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

**AND**

**CITY OF CHARLOTTE FIRE DEPARTMENT,  
NORTH CAROLINA**

**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 the City of Charlotte Fire Department.
- 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](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](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 City of Charlotte (Sub-grantee) to provide a basic Structural Collapse Training 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 providing a structural collapse course.

**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 providing a structural collapse course.
  - (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 June 1, 2016. Funds allocated for the procurement of equipment must be encumbered and invoices dated on or prior to June 1, 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. City of Charlotte Fire Department 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 providing structural collapse training and the enhancement of all hazard preparedness.
- (2) Utilize State of North Carolina and/or local procurement policies and procedures for providing structural collapse training, 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](http://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](http://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 one hundred twenty five thousand dollars (\$125,000.00)**. 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](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](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 Brian Barnes Grant Manager. The sub-grantee signatory shall be Jon B. Hannan, Chief, City of Charlotte Fire Department and the point of contact shall be Scott Zander, Battalion Chief for the City of Charlotte Fire Department.

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 the City of Charlotte. 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 **June 1, 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, 2015. The last signature shall be that of Frank L. Perry, Secretary, North Carolina Department of Public Safety.

- XIX. TERM OF THIS AGREEMENT.** This Agreement shall be in effect from **September 1, 2015 to June 1, 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, 2015.

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

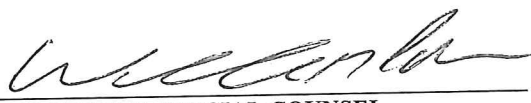
**CITY OF CHARLOTTE**

BY:   
MICHAEL A. SPRAYBERRY, DIRECTOR  
NORTH CAROLINA EMERGENCY MANAGEMENT

BY: \_\_\_\_\_  
JON B. HANNAN, FIRE CHIEF  
CITY OF CHARLOTTE

APPROVED AS TO PROCEDURES:

BY: \_\_\_\_\_  
JAMES J. CHEROKE, COMMISSIONER  
DEPARTMENT OF PUBLIC SAFETY

BY:   
WILLIAM POLK, SPECIAL COUNSEL  
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: \_\_\_\_\_  
FRANK L. PERRY, SECRETARY  
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 FRANK L. PERRY, SECRETARY OF 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.