



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant#: EMW-2020-SS00023

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Sub-Subrecipient:

Brunswick County
Tax ID/EIN #: 56-6000278
Duns #: 091571349

MOA #: 2041022**Award amount:** \$12,000.00**Period of performance:**

September 1, 2020 - February 28, 2023

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: <https://www.fema.gov/grants/preparedness/homeland-security>. The purpose of this MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide HSGP funding that was previously turned back to Recipient from a different subrecipient and is now being provided to the Sub-Subrecipient identified in this MOA. This is to fund projects related to Homeland Security Training and Exercises. **Planning, Operations and Equipment purchases are not authorized under this MOA.** For a more detailed description see approved Scope of Work Attachment 1.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2020* (Pub. L. No. 116-93), (3) FY 2020 HSGP Notice of Funding Opportunity (NOFO): <https://www.fema.gov/media-collection/homeland-security-grant-notices-funding-opportunity>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

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

3. Compensation

Recipient agrees that it will pay Sub-Subrecipient compensation for eligible services to be rendered by Sub-Subrecipient. Payment to Sub-Subrecipient for expenditures under this MOA will be reimbursed after Sub-Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed

(according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

Sub-Subrecipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

A. Sub-Subrecipient must:

- i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
- ii. Prior to April 4, 2022, Sub-Subrecipient must have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>. After April 4, 2022, Sub-Subrecipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government and a DUNS number is no longer required.
- iii. Sub-subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>.
- iv. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- v. Complete any procurement(s) and expenditures no later than February 28, 2023.
- vi. Submit quarterly progress reports to NCEM Training & Exercises Branch (exercisegrant@ncdps.gov) using the grant Quarterly Report form (Attachment 2) for any quarters in which Sub-Subrecipient expends funds under this MOA. These reports are to be submitted on a quarterly calendar year basis on or before the following dates: January 15th, April 15th, July 15th and October 15th. These reports can be submitted along with the associated request for reimbursement (RFR) if the RFR is submitted by the last day of the respective quarter in which the funds are expended. Quarterly reports are not required for quarters in which no funds are expended under this MOA.
- vii. Submit requests for reimbursement with all required documentation attached.

B. File Retention (see Attachment 4 "Required Sub-Subrecipient File Documentation"):

Sub-Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-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. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution/ordinance establishing Sub-Subrecipient as a state or local government, or nonprofit organization.
- ii. Award letter, MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Equipment inventory records with photo documentation of labeling using labels provided by NCEM.

5. Conditions

The Recipient and Sub-Subrecipient certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Recipient is duly authorized to commit the Sub-Subrecipient to these requirements; that costs incurred

prior to grant application approval will result in the expenses being absorbed by the Sub-Subrecipient; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

6. Supplantation

Sub-Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Sub-Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

7. Compliance

Sub-Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2020 HSGP NOFO referenced in paragraph 2 above. Sub-Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

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

8. Responsibilities

Recipient:

- A. Recipient shall provide funding to Sub-Subrecipient to perform the activities as described herein.
- B. Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The federal award date is September 1, 2020. Funds allocated must be encumbered and invoices received by NCEM by February 28, 2023.
- D. Recipient shall directly monitor the completion of this project.

Sub-Subrecipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Sub-Subrecipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by NCEM of the grant budget and program narrative.
- B. The Sub-Subrecipient shall expend FY 2020 HSGP Grant Program funds in accordance with the FY2020 HSGP NOFO, the grant application, and Subaward Notification.
- C. Closeout Requirements. Sub-Subrecipient must comply with all applicable closeout requirements specified in 2 CFR 200.344 no later than 90 calendar days after the end date of the period of performance, including submission of any financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and [DHS Standard Terms and Conditions](#) (Attachment 3), incorporated by reference herein, for the performance of the activities.
- D. Procurement. The Sub-Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327. Sub-Subrecipient must follow procurement procedures and policies as outlined in the applicable FY2020 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2020 FEMA Preparedness Grants Manual. Sub-Subrecipient shall comply with all applicable laws, regulations and program guidance. Sub-Subrecipient must comply with the most recent version of the funding 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: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement

Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- E. Submit invoice(s) requesting reimbursement for services and items received to NCEM Training & Exercises Branch (exercisegrant@ncdps.gov). Recipient will reimburse Sub-Subrecipient for eligible costs as outlined in the applicable DHS program guidelines and FY2020 HSGP NOFO. Sub-Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-Subrecipient must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after Sub-Subrecipient payment of invoice may be denied.
- F. Complete the procurement(s) process not later than February 28, 2023.
- G. Submit quarterly progress reports to NCEM Training & Exercises Branch (exercisegrant@ncdps.gov) using the grant Quarterly Report form (Attachment 2) for any quarters in which Sub-Subrecipient expends funds under this MOA. These reports are to be submitted on a quarterly calendar year basis on or before the following dates: January 15th, April 15th, July 15th and October 15th. These reports can be submitted along with the associated request for reimbursement (RFR) if the RFR is submitted by the last day of the respective quarter in which the funds are expended. Quarterly reports are not required for quarters in which no funds are expended under this MOA.
- H. Maintain a grant management filing system as required in this MOA (Attachment 4).
- I. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the FY 2020 HSGP NOFO and Subaward Notification, and [DHS Standard Terms and Conditions](#) (Attachment 3).
- J. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Subrecipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.
- K. Ensure that HSGP funds are not used to support hiring sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- L. Non-Supplanting Requirement. See paragraph 6 (Supplantation).
- M. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- N. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
- O. 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 Sub-Subrecipient and shall not be reimbursed under this MOA.
- P. Conflicts of Interest. Per 2 CFR 200.112 and the 2020 FEMA Preparedness Grants Manual, all sub-subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a sub-subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

Per 2 CFR 200.318 and the 2021 FEMA Preparedness Grants Manual, all sub-subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and

governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the sub-subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, sub-subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Subrecipient. All sub-subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- Q. Environmental Planning and Historic Preservation (EHP) Compliance. Sub-Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.
- R. Sub-Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2020 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

Sub-Subrecipient shall be considered to be an independent sub-subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the sub-subrecipient under this grant.

11. Warranty

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

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

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for sub-subrecipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in state or federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in state or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in state funding or federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 13 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
 - Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
 - Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
 - Make copies of the single audit available to the public. See paragraph 13 below for audits.

13. Audit Requirements

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

Per 09 NCAC 03M .0205, a sub-subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the sub-subrecipient'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>.

Per 2 CFR 200.501, a sub-subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of Sub-Subrecipient's fiscal year end. Sub-Subrecipient must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of Sub-Subrecipient, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

14. Sub-Subrecipient Monitoring

See Attachment 6 for sub-subrecipient monitoring.

15. Points of Contact

To provide consistent and effective communication between Sub-Subrecipient and NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be **NCEM Exercise Grants Officer**. The Sub-Subrecipient point of contact shall be the person designated by the Sub-Subrecipient. The Sub-Subrecipient must immediately notify NCEM if there is any change in the Sub-Subrecipient POC for this MOA.

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

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

16. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Contracting/Subcontracting

If Sub-Subrecipient contracts/subcontracts any or all purchases or services under this MOA, then Sub-Subrecipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Sub-Subrecipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Sub-Subrecipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to NCEM. A contractual arrangement shall in no way relieve Sub-Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Subrecipient is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2020 HSGP NOFO referenced herein.

18. 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.

19. Antitrust Laws

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

20. 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.

21. 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.

22. Modification

This MOA may be amended only by written amendments duly executed by the Recipient and the Sub-Subrecipient.

23. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA recipients and sub-subrecipients may not use any FEMA funds under open or new awards to:

- A. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system.
- C. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and sub-subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Refer to FEMA Policy #405-143-1 for specific guidance:

https://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran.
- B. That the vendor shall not utilize on any contract with the state agency any subcontractor that is identified on the Final Divestment List.
- C. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final Iran Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The State Treasurer's Final Companies Boycotting Israel List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>.

25. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2023. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2020 HSGP NOFO, incorporated by reference herein, the Sub-Subrecipient shall reimburse NCEM for said property and/or expenses.

26. Scope of Work

Sub-Subrecipient shall implement the HSGP project summarized in the approved scope of work. The scope of work is hereby incorporated by reference in this MOA.

- A. Scope of Work related documentation to be provided throughout the Period of Performance:
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
- B. Documentation to be provided throughout the Period of Performance:
 - i. Quarterly project progress reports as required.
 - ii. Sub-Subrecipient involved legal action that pertains to any Training and Exercises purchased with funds provided under this MOA.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
 - iv. Training course roster and course description. The training course should run through [TERMS](#).
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.
 - Unit price of products or services (if applicable).
 - Total amount charged.
 - vii. Proof of payment of expenses associated with the project.

27. Lobbying Prohibition

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including

sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this MOA in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Subrecipient executed in expending these grant funds:

- A. The [Sub-Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and

operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.

- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Sub-Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Sub-Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Sub-Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Sub-Subrecipient agrees:

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

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

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR 200.415). Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The Subrecipient's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to NCEM and will become binding upon execution of all parties to this MOA. The terms of this MOA will become effective October 1, 2021. The last signature shall be that of Eddie M. Buffaloe Jr, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement

This MOA shall be in effect from October 1, 2021 to February 28, 2023.

35. Statement of Assurances

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

- A. Sub-Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, sub-subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. Sub-Subrecipient must complete the appropriate form(s) and submit to NCEM Training and Exercises Branch (exercisegrant@ncdps.gov) upon execution of this MOA. Sub-Subrecipient must still complete the appropriate

form(s) even if certain assurances in the form may not directly apply to Sub-Subrecipient's specific program to ensure that all possible situations are covered.

36. Attachments

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

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

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective as of October 1, 2021.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

BRUNSWICK COUNTY
3325 OLD OCEAN HIGHWAY
BOLIVIA, NC 28422

BY: William C. Ray
WILLIAM C. RAY, DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT

BY: _____

BY: _____

APPROVED AS TO PROCEDURES:

BY: _____

BY: _____
TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

BY: William M. Polk
WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

BY: _____
EDDIE M. BUFFALOE JR.
SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY EDDIE M. BUFFALOE JR., SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOA SHOULD NOT BE USED FOR OTHER MOAS FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

Exercise Request

*Submitted By	Brunswick County	▼
*Exercise Name	Brunswick Cape Fear River Vessel Response	
Location	Brunswick EOC	
Sponsoring Agency	Brunswick EM	
Military Installation		
For Official Use Only		
MOA #		
Status	Approved ▼	Status Date 12/03/2021

*Scenario (check all that apply)			
<input type="checkbox"/> Chemical Release or Threat	<input type="checkbox"/> Search and Rescue		
<input type="checkbox"/> Nuclear Release or Threat	<input type="checkbox"/> Cyber		
<input type="checkbox"/> Natural Disaster	<input type="checkbox"/> Radiological Release or Threat		
<input type="checkbox"/> Explosive Detonation or Threat	<input type="checkbox"/> Agriculture		
<input type="checkbox"/> Active Shooter			
Other Scenario	Large Vessel fire		
*Type (check all that apply)			
<input type="checkbox"/> Drill	<input type="checkbox"/> Full-Scale Exercise (FSE)	<input type="checkbox"/> Functional Exercise (FE)	<input type="checkbox"/> Game
<input type="checkbox"/> Planning Conference	<input type="checkbox"/> Seminar	<input checked="" type="checkbox"/> Tabletop Exercise (TTX)	<input type="checkbox"/> Workshop
*Focus (check all that apply)			
<input type="checkbox"/> Prevention	<input checked="" type="checkbox"/> Protection	<input type="checkbox"/> Mitigation	<input checked="" type="checkbox"/> Response
<input type="checkbox"/> Recovery			
Other Focus			
*Scope (check all that apply)			
<input type="checkbox"/> Local Only	<input type="checkbox"/> Regional (within State)	<input type="checkbox"/> Private/Corporation	<input type="checkbox"/> Multi-State
<input type="checkbox"/> VOAD (Red Cross, etc.)	<input checked="" type="checkbox"/> Local/State	<input type="checkbox"/> National Level Exercise	<input type="checkbox"/> Multi-Local
<input checked="" type="checkbox"/> Federal/State/Local			
Other Scope			

Exercise Sponsor Point of Contact Information

Organization	Brunswick EM
County	

Manager	Randall Woodruff		
County Tax ID	56-6000278		
Contact Name	Edward Conrow		
Address	3325 Old Ocean Highway		
City/State/Zip	Bolivia, NC 28422	Phone	910-253-2569
Email	edward.conrow@brunswickcountync.gov		

***Major Participating Agencies/Organizations**

<input checked="" type="checkbox"/> County EM	<input checked="" type="checkbox"/> County Fire	<input type="checkbox"/> County Health	<input type="checkbox"/> County Rescue Squad	<input type="checkbox"/> County SAR
<input type="checkbox"/> Local Law Enforcement	<input checked="" type="checkbox"/> State Agencies			
Other: US Coast Guard, MOTSU				

<p>Schedule</p> <p>Provide Final Proposal to NCEM <input type="text" value="01/05/2022"/></p> <p>Prepare Exercise Plan <input type="text" value="02/28/2022"/></p> <p>Mail Notice of Exercise <input type="text" value="03/15/2022"/></p> <p>Conduct Exercise between <input type="text" value="10/03/2022"/> and <input type="text" value="11/30/2022"/></p> <p>Complete Action Report <input type="text" value="12/30/2022"/></p>	<p>Brief Exercise Overview:</p> <p>TTX to bring responding agencies necessary to respond to large commercial vessel that has run aground and on fire.</p>
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***Estimated Budget**

	Description	Cost
1	TTX (contractor)	12000.00
2		
3		
4		
TOTAL		\$12,000.00
Add Row		

Attached Documents

Document	<div>Choose File</div>	No file chosen
Description	<div></div> <div>Attach</div>	
Select	Description	Document
<input type="checkbox"/>	TERMS Additional Information Worksheet	DM59 TERMS Additional Information Worksheet Brunswick County 12-3-2021.pdf
<div>Delete Selected Items</div>		

Additional Notes



Exercise Grant Core Capabilities / Gap identification / MOA Signatory



County: Brunswick	MOA #:
Exercise Name: Brunswick Cape Fear River Vessel Response	

Note: Select All that Apply

Prevention	Response
<input type="checkbox"/> Planning <input type="checkbox"/> Public Information and Warning <input type="checkbox"/> Operational Coordination <input type="checkbox"/> Intelligence and Information Sharing <input type="checkbox"/> Interdiction and Disruption <input type="checkbox"/> Screening, Search, and Detection <input type="checkbox"/> Forensics and Attribution	<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input checked="" type="checkbox"/> Infrastructure Systems <input checked="" type="checkbox"/> Critical Transportation <input checked="" type="checkbox"/> Environmental Response/Health and Safety <input type="checkbox"/> Fatality Management Services <input checked="" type="checkbox"/> Fire Management and Suppression
Mitigation	
<input type="checkbox"/> Planning <input type="checkbox"/> Public Information and Warning <input type="checkbox"/> Operational Coordination <input type="checkbox"/> Community Resilience <input type="checkbox"/> Long-term Vulnerability Reduction <input type="checkbox"/> Risk and Disaster Resilience Assessment <input type="checkbox"/> Threats and Hazard Identification	<input type="checkbox"/> Logistics and Supply Chain Management <input type="checkbox"/> Mass Care Services <input checked="" type="checkbox"/> Mass Search and Rescue Operations <input checked="" type="checkbox"/> On-scene Security and Protection <input checked="" type="checkbox"/> Operational Communications <input checked="" type="checkbox"/> Public Health, Healthcare, and Emergency Medical Services <input checked="" type="checkbox"/> Situational Assessment
Recovery	Protection
<input type="checkbox"/> Planning <input type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input type="checkbox"/> Infrastructure Systems <input type="checkbox"/> Health and Social Services <input type="checkbox"/> Economic Recovery <input type="checkbox"/> Housing <input type="checkbox"/> Natural and Cultural Resources	<input type="checkbox"/> Planning <input type="checkbox"/> Public Information and Warning <input type="checkbox"/> Operational Coordination <input type="checkbox"/> Intelligence and Information Sharing <input type="checkbox"/> Interdiction and Disruption <input type="checkbox"/> Screening, Search, and Detection <input type="checkbox"/> Access Control and Identity Verification <input type="checkbox"/> Cybersecurity <input checked="" type="checkbox"/> Physical Protective Measures <input type="checkbox"/> Risk Management for Protection Programs and Activities <input type="checkbox"/> Supply Chain Integrity and Security

Capability gap(s) as determined and identified from previous exercises, gap analysis' or THIRA
response to large vessel incidents navigating the Cape Fear river channel. Resource management and operational coordination related to large vessel incidents. Capabilities to manage and respond to large vessel fires on the Cape Fear River

Memorandum of Agreement (MOA) signatory (Full Name, Title, Contact Information and Email address)
Edward Conrow, Director of Emergency Services, 910-253-2569 edward.conrow@brunswickcountync.gov

[For questions or concerns please contact NCEM at 919-825-2257 or ExerciseGrant@ncdps.gov](#)

Attachment 2

Quarterly Progress Report

FY

Sub-Subrecipient:

MOA #:

Grant award amount:

<i>Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.</i>		
Quarter	<input type="checkbox"/> October – December (due January 15) <input type="checkbox"/> January – March (due April 15) <input type="checkbox"/> April – June (due July 15) <input type="checkbox"/> July – September (due October 15)	
Funds expended prior quarters		
Funds expended this quarter		
Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by		
Date		

Forward the completed report to **<email address>**.

Attachment 3

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

2021 DHS Standard Terms and Conditions

The 2021 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub.L No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

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

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buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at [2 C.F.R. Part 3000](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

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

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

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

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§3729-3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

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overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

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

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, \(NEPA\) Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#)

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and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

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

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

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- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first tier subawards.

- a. *Applicability. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to a non-federal entity or federal agency (See definitions in paragraph 5 of this award term).*
- b. *Where and when to report.*
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.
- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this federal award equals or exceeds \$30,000 as defined in 2 C.F.R. § 170.320;
 - 2) In the preceding fiscal year, recipients received—
 - a) Eighty percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. § 170.320](#) (and subawards); and

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- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- 3) *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
- a) As part of the recipient's registration profile at <https://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) Eighty percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

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4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions

For purposes of this award term:

- a. *Federal Agency* means a federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
- b. *Non-Federal Entity*: means all the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a state, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
- c. *Executive*: means officers, managing partners, or any other employees in management positions.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.331).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- e. *Subrecipient*: means a non-federal entity or federal agency that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- f. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (see [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

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- 3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- 4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- 5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- 6) *Other compensation,* if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

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2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions.

For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:

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- 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
- 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102).

XXXIII. Universal Identifier and System of Award Management

1. Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.

2. Definitions

For purposes of this term:

1. *System for Award Management (SAM)*: means the federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
2. *Unique Entity Identifier*: means the identifier assigned by SAM to uniquely identify business entities.
3. *Entity*: includes non-Federal entities as defined at 2 C.F.R. § 200.1 and includes the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A federal agency.
4. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - a. The term does not include the recipients' procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - b. A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from the recipient under this award; and
 - b. Is accountable to the recipient for the use of the federal funds provided by the subaward.

2021 DHS Standard Terms and Conditions

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [*Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)*](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Attachment 4

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 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 and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

Attachment 5

Sub-Subrecipient Monitoring

Sub-Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Sub-Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).
 1. This includes the application and award process when Sub-Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Sub-Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
 2. Sub-Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
 3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
 4. Sub-Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, policies and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Sub-Subrecipient as required in this MOA.
 1. Recipient will also review all other documentation required to be submitted by Sub-Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Sub-Subrecipient with funds from this award, and all project closeout documents.
 2. All documentation required to be retained by Sub-Subrecipient in this MOA, including all required Sub-Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
 3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Sub-Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).
 1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements**.
 2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Sub-Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Sub-Subrecipient audits specifically related to this award may elevate the risk status of Sub-Subrecipient and cause additional monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. Such audit findings and corrective actions must be appropriately resolved by Sub-Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
 2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Sub-Subrecipient.
- E. Depending on the risk, Sub-Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).