

Halifax County Board of Commissioners

Vernon J. Bryant, Chairman
J. Rives Manning, Jr., Vice-Chairman
Carolyn C. Johnson
Linda A. Brewer
Marcelle O. Smith
T. Patrick W. Qualls



Tony N. Brown
County Manager
Andrea H. Wiggins
Clerk to the Board
M. Glynn Rollins, Jr.
County Attorney

Monday October 21, 2019 Regular Meeting 5:30 PM

Halifax County Historic Courthouse
10 North King Street, Post Office Box 38, Halifax, North Carolina 27839
252-583-1131/Fax: 252-583-9921
www.halifaxnc.com

The mission of the Halifax County Board of Commissioners is to provide leadership and support for an effective county government that seeks to enhance the quality of life for the people of Halifax County.

Call to Order

Chairman Vernon J. Bryant

Invocation and Pledge of Allegiance

Adoption of the Agenda

Conflict of Interest

Chairman Vernon J. Bryant

In accordance with the Halifax County Board of Commissioners Rules of Procedures and N. C. G. S. Sec.153A-44, it is the duty of every member present to vote on all matters coming before the Board, unless there is a conflict of interest as determined by the Board or by law. Does any Board member have any known conflict of interest with respect to any matters coming before the Board today? If so, please identify the conflict and the remaining Board members will vote to consider the requested excuse.

1. Consent Agenda

County Commissioners

- A. Blue Cross and Blue Shield of North Carolina, Meals on Wheels of North Carolina Senior Hunger Grant
- B. Family Caregiver Support Group Expenditures Grant
- C. Homeland Security Grant Program FY2019 Project 1
- D. Homeland Security Grant Program FY2019 Project 2
- E. RFA #A367-Family Planning Services Grant

2. Special Recognition

- A. Sons of the American Revolution Life Saving Medals

**Ken Wilson, Halifax Resolves Chapter
N. C. Sons of the American Revolution**

3. Agenda Items

- A. Roanoke Rapids Graded School District Request for Approval of Lease of Property For Use as School Facilities **M. Glynn Rollins, Jr., County Attorney**
- B. Animal Control Ordinance Amendments **Bruce L. Robistow, Health Director**
- C. Emergency Management Performance Grant and Tier II Grant **Buddy Wrenn, Emergency Management Coordinator**
- D. Award of Contract for JBB Packaging Rail Spur **Cathy A. Scott, Economic Development Director**

E. Lease of County Property to Easter Seals/UCP

M. Glynn Rollins, Jr., County Attorney

4. Other Business

County Commissioners

5. Closed Session

County Commissioners

6. Adjourn Until The November 4, 2019 Regular Meeting

County Commissioners

*Accommodations for individuals with disabilities may be arranged by contacting
the County Manager's office at 252-583-1131 at least 48 hours prior to the meeting.*



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Rose Lewis, Aging Program Coordinator

SUBJECT: Blue Cross and Blue Shield of North Carolina, Meals on Wheels of North Carolina Senior Hunger Grant

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

1. BCBS of NC has partnered with MOW of NC to address senior hunger.
2. Tier 1 counties in NC will received funding to support home delivered meals services.
3. Halifax County Council on Aging was set to receive \$5,000 per year for 3 years, 2018, 2019, 2020. Halifax County COA will receive an additional \$2,227.00 for year 2019 and 2020, bringing the total allocation up by \$4,454.00 for 2019 and 2020.

ATTACHMENTS:

Description

- ▢ BCBS of NC Partnering with MOW NC Senior Hunger Grant

TOTAL COST:\$19,454.00

COUNTY COST:\$0.00

REQUEST: Request the Board of Commissioners' approve the receipt of additional funds, \$4,454.00, to Halifax Council Council on Aging from the Blue Cross and Blue Shield of NC/NC Meals on Wheels Senior Hunger Grant.



Halifax County COA
 PO Box 646
 26 North King Street
 Halifax, NC 27839-0159

We are thrilled to share some great news with you! Blue Cross and Blue Shield of North Carolina has partnered with Meals on Wheels of North Carolina to invest \$1.2 million over 3 years in senior hunger. They will be providing funding to home delivered meal services in each of the Tier 1 counties in North Carolina. This includes your program! Your portion of the grant will be \$5,000 per year for 3 years.

We are working with Blue Cross NC to make a formal announcement on September 6th in Raleigh. This will be a multi-partner event to announce the MOW of NC investment as well as two large investments they are making in the Food Bank of Central & Eastern NC and MANNA Food Bank. Since September is Hunger Action Month, it is a great way to tie in the three investments.

Below are the counties that will be receiving these funds in 2018, 2019, & 2020:

• Alleghany	• Anson	• Ashe	• Bertie
• Bladen	• Camden	• Caswell	• Cherokee
• Chowan	• Clay	• Columbus	• Edgecombe
• Gates	• Graham	• Greene	• Halifax
• Hertford	• Hyde	• Jackson	• Jones
• Lenoir	• Macon	• Martin	• McDowell
• Mitchell	• Montgomery	• Northhampton	• Pasquotank
• Perquimans	• Person	• Richmond	• Robeson
• Scotland	• Swain	• Tyrrell	• Vance
• Warren	• Washington	• Yadkin	• Yancey

To distribute the funds, Meals on Wheels of Durham will be acting as the fiscal sponsor, with a 1% processing fee deducted from your distribution. You will receive checks directly from their team. **What we need from you (please send by 9/6/18 to gale@mowdurham.org):**

- **Most recent W-9**
- **Main point of contact for this funding – include name, title, e-mail address, phone number**
Where to send the check - including how to make the check out, and the address to mail the check to
- **Social Handles – Twitter, Facebook, & Instagram**
- **September 6th – Blue Cross NC will provide some sample text for event day and we encourage you all to post on social media to show your excitement of the investment!**
 - **If your organization is interested in putting out a press release or formal announcement on or after 9/6, please let us know.**



- We encourage you to include it in your newsletter and other communication that goes out to your donors, volunteers, clients, etc after the 9/6 announcement.

This is not public until September 6th, so we ask you to keep it quiet until the formal announcement is made.

We are grateful for the support of Blue Cross NC and their commitment to helping us end senior hunger in NC!

Best,

A handwritten signature in blue ink that reads 'Gale Singer Adland'.

Gale Singer Adland
Meals on Wheels North Carolina, Treasurer

2522 Ross Road
Durham, NC 27703

919-667-9424



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Rose Lewis, Aging Program Coordinator

SUBJECT: Family Caregiver Support Group Expenditures Grant

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

1. Halifax County Council on Aging and Upper Coastal Plain Area Agency on Aging (Family Caregiver Support Program) will partner to provide support group facilitation to one of the three Family Caregiver Support Group meetings within Halifax County.
2. Halifax County Council on Aging will facilitate the Family Caregiver Support Group in Enfield, NC.
3. Grant Agreement will cover the cost of expenditures for support group meetings.

ATTACHMENTS:

Description

- ▣ Grant Agreement for Family Caregiver Support Group Expenditures Agreement

TOTAL COST:\$225.00

COUNTY COST:\$0.00

REQUEST: Request the Board of Commissioners' approve the receipt of funds from Upper Coastal Plain Area Agency on Aging (Family Caregiver Support Group Program).

FY 2020 Title III-E Family Caregiver Support Program – Grant Contract

GRANT AGREEMENT FOR THE PROVISION OF SUPPORT GROUP EXPENDITURES

PROVIDED THROUGH THE OLDER AMERICANS ACT, TITLE III – E
AND STATE APPROPRIATED FUNDS FROM
THE NORTH CAROLINA DIVISION OF AGING AND ADULT SERVICES
September 1, 2019 – June 30, 2020

THIS AGREEMENT entered into as of this 6th day of September 2019, by and between **Halifax County** (hereinafter referred to as the "Contractor") and Upper Coastal Plain Council of Governments, (hereinafter referred to as the "UCPCOG"), located at 121 W. Nash Street, Wilson, North Carolina.

WITNESSETH THAT:

WHEREAS, the UCPCOG desires to engage the Contractor to render certain services in connection with activities financed in part by Title III-E Older Americans Act funds provided to the UCPCOG (and the Upper Coastal Plain Area Agency on Aging) from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services; and/or state appropriations for aging services made available to the UCPCOG and the Upper Coastal Plain Area Agency on Aging through the North Carolina Division of Aging and Adult Services; and

WHEREAS, the Contractor desires to render such services in connection with the said activity/activities.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Employment of the Contractor. The UCPCOG hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the service hereinafter set forth in accordance with the terms and conditions contained herein. *The terms set forth in this Agreement for payment, continuation, or renewal is contingent upon the receipt of funds by the UCPCOG.*
2. Grant Partners. As provided in the Family Caregiver Support Plan, the following agencies will be Grant Partners. The activity/activities of the Grant Partners shall be those specified in the Proposal, the Contractor's reply, corrections by the Contractor previously submitted to the UCPCOG and Activities of Grant Partners.

_____	_____
_____	_____
_____	_____

3. Scope and Location of Services. The Contractor (and all Grant Partners) shall perform and carry out in a satisfactory and appropriate manner Family Caregiver Support Services specified in Appendix A and Appendix B. In addition, the contractor agrees to perform services within specified geographic area(s) of **Halifax County** in full compliance with the NC Family Caregiver Support Program requirements and the Upper Coastal Plain Area Agency on Aging Family Caregiver Support Plan, the terms of which are incorporated herein by reference.
4. Time of Performance. The services of the Contractor are to commence; and shall be undertaken and pursued in such sequence as to assure their expeditious completion on or before the end of the contract period, June 30, 2020.
5. Contract Administrator. The contract administrator for the UCPCOG shall be **Mary Marlin**, AAA Director or other staff or personnel as may be designated by the UCPCOG. The contract administrator for the Contractor shall be **Rose Lewis**, Aging Program Coordinator, or other such staff or personnel as may be designated by the Contractor. It is understood that the administrator of the Contractor shall represent the Contractor and any Grant Partners in the performance of the contract. The Contractor or UCPCOG shall notify the other party if the administrator changes during the contract period.
6. Compensation and Payments to the Contractor. The Contractor shall be compensated for work and services actually performed under this Agreement by payments to be made monthly by the UCPCOG. The Contractor will report to the UCPCOG and the Area Agency on Aging, on a monthly basis, and in the form specified by the Area Agency, the allowable expenditures to be reimbursed under this contract.

The total compensation to be paid to the Contractor under this Agreement may not exceed the maximum grant funds of **\$225**. UCPCOG obligation to pay the Contractor any amount under this Agreement is conditioned upon receipt of funds from the North Carolina Division of Aging and Adult Services.
7. Reallocations of Grant Funds. It is understood and agreed, that in the event the Contractor's rate of progress on this Agreement is leading to the underutilization of the funds allocated, and if the Contractor cannot demonstrate how funds will be fully utilized during the Agreement period, then, upon notice to the Contractor, the UCPCOG may decrease the total compensation to be paid hereunder in order to reallocate funds to other Agreements.
8. License and Permits. The Contractor shall maintain all required licenses, permits, bonds, and insurance required for carrying out contractual services, as specified in Appendix A. The Contractor shall notify the UCPCOG immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the UCPCOG to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.

9. Participant Input. The Contractor shall, with the assistance of the UCPCOG as needed, develop a procedure for providing caregivers with an opportunity to assess and evaluate the program. This assessment shall be performed on an annual basis.
10. Collection of Required Matching Resources.

No match required for FY 2020

11. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the UCPCOG. All personnel engaged in the work shall be fully qualified.
12. Approval of Subcontract. The Contractor shall not assign all or any portion of its interest in this Agreement, nor shall any of the work or services to be performed under this Agreement by the Contractor be subcontracted, without the prior written approval of the UCPCOG.
13. Management Information System Requirements. All program performance and financial reports must conform to the requirements of the Division of Aging and Adult Services and the UCPCOG Area Agency on Aging.

**The Contractor agrees to submit the following reports:
(all reports are due on the 8th day of each month;
if the 8th day is a Saturday, reports are due Friday
if the 8th day is a Sunday, reports are due Monday)**

- A. Title III-E (Family Caregiver Support Program) Monthly Financial Report and Request for Reimbursement to Upper Coastal Plain Area Agency on Aging Family Caregiver Resource Specialist for review is due on the **8th day of each month**. The FCRS will in turn submit to the Aging Program Coordinator for entry into ARMS.
- B. Monthly reports are due by the **8th day each month** to the Upper Coastal Plain Area Agency on Aging Family Caregiver Resource Specialist. If the 8th day of the month is Saturday, the files are due by the Friday before. If the 8th day of the month is Sunday, the files are due by the following Monday.
- C. The Contractor agrees to attend appropriate training workshops given by the Division of Aging and Adult Services or the Area Agency on Aging, as directed by the FCRS.

Failure to comply with these requirements shall be a basis for the UCPCOG to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.

14. Documentation of Expenses and Revenues. The Contractor shall maintain documentation which demonstrates that services reimbursed by the UCPCOG are in full compliance with the Division of Aging and Adult Services Service Standards and the Family Caregiver Support Act. Further, the Contractor must maintain full documentation of all expenses and revenues associated with the delivery of contractual services. The Contractor documentation shall include: time sheets for each employee showing time spent on services for clients; receipts for any supplies purchased for use on this Agreement; any applicable subcontract expenditures; all applicable overhead and indirect expenditures; records of in-kind match; and such other documentation necessary to substantiate overall costs of delivering the contracted service. The Contractor shall maintain all financial and program records for a period of five (5) years from the date of final payment under this Agreement, for inspection by the UCPCOG, the North Carolina Division of Aging and Adult Services, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Contractor's records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
15. Inspections. Authorized representatives of the UCPCOG and the North Carolina Division of Aging and Adult Services may at any reasonable time review and inspect the Project activities and data collected pursuant to this Agreement. All reports and computations prepared by or for the Contractor shall be made available to authorized representatives of the UCPCOG and the North Carolina Division of Aging for inspection and review at any reasonable time in the Contractor's office. Approval and acceptance of such material shall not relieve the Contractor of its professional obligation to discover and correct, at its expense, any errors found in the work. To ensure adequate review and evaluation of the work, and proper coordination among interested parties, the UCPCOG shall be kept fully informed concerning the progress of the work and services to be performed hereunder. UCPCOG staff may conduct scheduled on-site assessments and may also make unannounced visits for the purpose of evaluating the Contractor's work.
16. Compliance with Requirements of the UCPCOG, United States Department of Health and Human Services, State of North Carolina, and North Carolina Division of Aging and Adult Services. The Contractor agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Title III of the Older Americans Act of 1965, as amended, and/or applicable State Law, and that all services will be performed in strict conformity to such existing regulations and any such regulations validly promulgated subsequent to the execution of this Agreement. The Contractor shall be bound by the applicable terms and conditions of the Notification of Grant Award executed by the UCPCOG and the North Carolina Division of Aging and Adult Services. Said Notification of Grant Award is on file in the office of the UCPCOG; and is hereby made a part of this Agreement as fully as if the same were attached hereto. The Contractor further agrees to comply with any and all applicable standards for the services which are

or may be specified by the North Carolina Division of Aging and Adult Services and UCPCOG and which may be specified by the North Carolina Division of Aging and Adult Services and which are hereby made a part of this Agreement as fully as if set forth herein.

17. Data to be furnished to the Contractor. All information which is existing, readily available to the UCPCOG without cost and reasonably necessary, as determined by the UCPCOG staff, for the performance of this Agreement by the Contractor shall be furnished to the Contractor without charge by the UCPCOG. The UCPCOG, its agents and employees, shall fully cooperate with the Contractor in the performance of the Contractor's duties under this Agreement.
18. Rights in Documents, Materials and Data Produced. Contractor agrees that at the discretion of the UCPCOG, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the UCPCOG upon termination or completion of the work. Both the UCPCOG and the Contractor shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
19. Identification of Document. All reports, and other documents completed as part of this Agreement shall bear on title pages of such report, or document, the following legend: *"Funding for this project supported by the Family Caregiver Support Program of the Upper Coastal Plain Area Agency on Aging."* The date (month and year) in which the document was prepared, and source of federal funds shall also be shown. All publicity and marketing materials such as flyers, brochures, pamphlets, booklets, etc. shall bear the following: *"Funding for this project supported by the Family Caregiver Support Program of the Upper Coastal Plain Area Agency on Aging"*.
20. Interest of Contractor. The Contractor covenants that neither the Contractor nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Contractor's service hereunder in an impartial and unbiased manner. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by the Contractor as agent, subcontractor or otherwise.
21. Interest of Members of the UCPCOG and Others. No officer, member or employee of the UCPCOG, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibility in the review or approval of the Project or any components part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly

interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

22. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
23. Equal Employment Opportunity.
 - (a) The Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of race, color, handicap, religion, age, sex or national origin. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (p. L. 88-352) and all requirements imposed by or pursuant to the Regulation to assure that subcontractors and applicants selected for employment are treated during employment without regard to their race, color, handicap, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities. The Contractor certifies that it presently has in effect an affirmative action program. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Contractor's state that the Contractor is an "Equal Opportunity Employer."
 - (b) The Contractor shall make no distinction because of race, color, handicap, religion, sex or national origin in providing to eligible individuals any services or other benefits under projects financed in whole or in part with Older Americans Act funds. (This provision excludes age since the Older Americans Act serves only older persons by design and by law.)
 - (c) The Contractor shall keep such records and submit such reports concerning characteristics of applicants for employment and employee as the UCPCOG and the North Carolina Division of Aging and Adult Services may require.
24. Audit. The Contractor agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Policy and Procedures, and Federal Office of Management and Budget (OMB) Circulars applicable to the contractor's organizational structure. Audits for all contractors shall meet the requirements specified in OMB Uniform Guidance 2 CFR, Part 200. This audit is to be performed and resolved within six months of the close of the contractual period and must cover the period of the contract. If the Contractor's fiscal year is different than the period July 1 through June 30, a copy of all audit reports covering the period July 1 to June 30 must be provided. The audit shall be performed by an independent firm of Certified Public Accountants. Revenues and expenditures for this program must be clearly and separately stated with

the audit report. Upon completion of the audit, the Contractor shall deliver to the UCPCOG a copy of the audit report and any opinion letter. The Contractor agrees to submit to any additional review as deemed necessary by the UCPCOG, the State of North Carolina, or the Federal Government. The Contractor agrees to permit monitoring by the UCPCOG, its staff and appropriate representatives, and to comply with such reporting procedures as may be established by the UCPCOG. The Contractor further agrees that all pertinent financial records shall be made available for copying upon request by the State or Federal Government, or their agents.

25. Audit/Assessment and Disallowed Cost. It is further understood that the Contractor is responsible to the UCPCOG for clarifying any audit exceptions that may arise from any UCPCOG assessment, contractor's financial audit, or audits conducted by the State or Federal Government. In the event that the UCPCOG or the Department of Human Resources disallows any expenditure made by the Contractor for any reason, the Contractor shall promptly repay such funds to the UCPCOG pending the resolution of any appeal that the provider may file in accordance with paragraph 30.
26. Indemnity. The Contractor agrees to indemnify and hold harmless the UCPCOG, its agents and employees from and against any and all loss, cost, damages, expense and liability arising out of the Contractor's performance of this Agreement.
27. Changes. The UCPCOG may require changes in the work and services that the Contractor is to perform hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the UCPCOG and the Contractor, shall be incorporated in written amendments to this Agreement.
28. Termination of the Contract for Cause. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the UCPCOG shall have the right to terminate this Agreement by giving the Contractor written notice of such termination no fewer than 15 days prior to the effective date of the termination. If for just cause the Contractor is unable to perform the contractual service(s) specified in paragraph 2, the Contractor shall have the right to terminate this Agreement by giving the UCPCOG written notice of such termination no fewer than 15 days prior to the effective date of the termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the UCPCOG, become its property. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
29. Termination for Convenience. The UCPCOG or the Contractor may terminate this Agreement for the convenience at any time by giving written notice of such termination and specifying the date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected shall, at the option of the UCPCOG, become its property. If this Agreement is terminated by the UCPCOG, as provided in this paragraph, the

Contractor will be paid an amount equal to the budgeted AAA cost multiplied by the number of units actually provided during the Agreement period less payments of compensation previously made by the UCPCOG.

30. Disputes. Any disputes that arise in the interpretation of this Agreement shall be resolved in the following manner:
- a) A letter must be written to the Executive Director of the UCPCOG stating the exact nature of the complaint; and requesting a hearing. Upon receiving the letter of complaint, the Executive Director will forward a copy of such letter to the Chairman of the UCPCOG Board, the Chairman of the appropriate advisory committee, and the staff person responsible for that particular program area. The initial appeal must be submitted within ten (10) working days after action has taken place.
 - b) The Executive Director of the UCPCOG will hold a consultation with the person/organization filing the complaint. The person will be allowed sufficient time to present his case and will be requested to answer questions.
 - c) If a hearing is still desired, a meeting of the Aging Advisory Committee will be held upon written request stating the exact nature of the complaint from the person/organization filing a complaint. This person will be allowed sufficient time to present this case and will be requested to answer questions.
 - d) The next appeal must be made directly to the UCPCOG Board by making a written request stating the exact nature of the complaint to the Chairman of that Board. The Chairman will advise the person/organization filing the complaint of the date and time that he is scheduled to appear before the Board of Directors. Sufficient time will be allowed for presentation of the complaint and that person/organization will be requested to answer questions. The UCPCOG Board of Directors will render a decision regarding the complaint within thirty days following the hearing.
 - e) The next appeal must be made to the North Carolina Division of Aging and Adult Services and must be in written form stating the exact nature of the complaint to that agency with a copy sent to the UCPCOG. The Contractor has thirty days from the date of the adverse decision by the UCPCOG Board of Directors to file an appeal with the Director of the Division of Aging and Adult Services. The State Agency will inform the person/organization filing the complaint of its appeals procedures and will inform the UCPCOG that a complaint has been filed. Procedures thereafter will be determined by the appeals process of the State Agency. State Agency address:

North Carolina Division of Aging and Adult Services
2101 Mail Service Center
Raleigh, NC 27699-3983

31. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.
32. Targeting of Service. *Contractor shall assure the use of outreach efforts that will identify individuals eligible for assistance under this contract: caregivers of persons age 60 or older or a person with Alzheimer's Disease or related disorders; regardless of their age, and Family Caregivers who are older individuals (60 years of age and older) with greatest social need, and greatest economic need (with particular attention to low-income older individuals), who are providing care to individuals 60 years of age or older. Grandparents or relative caregivers (55 years of age and older) providing care for children with severe disabilities; and Older individuals (60 years of age and older) providing care to individuals with severe disabilities. A frail individual is characterized as an older individual who 1) is unable to perform at least 2 ADL's without substantial human assistance, including verbal reminding, physical cueing, or supervision, or 2) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual. Contractor shall make special efforts to serve those caregivers with the greatest social and economic need (with special emphasis on low-income rural or minority caregivers) as set out in the Request for Proposal and as indicated by the Division of Aging and Adult Services.*
33. Confidentiality. Any reports, recipient information, data, or other materials given to or prepared or assembled by the Contractor under this Agreement which UCPCOG requests to be made confidential shall not be made available to any individual or organization by the Contractor without prior written approval of UCPCOG.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to specific resolutions of their respective governing bodies or boards, as of the day and year first above written.

ATTEST:

“CONTRACTOR”

By: _____

TITLE: _____

Date

ATTEST:

COUNTY (County Agencies only)

By: _____

TITLE: _____

Date

UPPER COASTAL PLAIN COUNCIL OF GOVERNMENTS

ATTEST:

Ashleigh Glover

By: Robert Hiett
Robert Hiett, Executive Director

By: Mary Marlin
Mary Marlin, Director
Area Agency on Aging

9-20-19
Date

Provision for payment of the monies to fall due under this Agreement within the current fiscal year has been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

By: Mark S. Hill
Mark Hill, Finance Director
Upper Coastal Plain Council of Governments

9/13/19
Date



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Buddy Wrenn, Emergency Management Coordinator

SUBJECT: Homeland Security Grant Program FY2019 Project 1

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find a copy of a Memorandum of Agreement (MOA) to receive funds to purchase a Highway Message Board.

ATTACHMENTS:

Description

▯ HalifaxHSGP2019_1

TOTAL COST:\$15,000

COUNTY COST:\$0

REQUEST: Approve the receipt of grant and authorize the appropriate staff to execute documents to purchase message board and submit receipts for reimbursement.



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2019

CFDA#: 97.067

Grant#: EMW-2019-SS-00057

SUBAWARD NOTIFICATION

Buddy Wrenn
Halifax County
10 N. King Street
Halifax, NC 27839-9753

Period of Performance: September 1, 2019 to February 28, 2022
Project Title: Highway Message Board
Total Amount of Award: \$15,000.00
MOA #: 1939

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2019 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

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

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-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. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



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

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



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

**Homeland Security Grant Program
(HSGP)****Fiscal Year 2019**

CFDA #: 97.067

Grant #: EMW-2019-SS-00057

Memorandum of Agreement (MOA)**between****Recipient:**State of North Carolina
Department of Public Safety
Emergency Management**Subrecipient:**Halifax County
Tax ID/EIN #: 566001836
Duns #: 014305957**MOA #:** 1939**Award amount:** \$15,000.00**Period of performance:**

September 1, 2019 to February 28, 2022

DPS fund code: 1502-7A38-3H19**1. Purpose**

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2019 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

☐ By checking this Box I request that the Recipient retain funds effective September 1, 2019. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$15,000.00 awarded through the FY 2019 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct

Training and Exercise activities to improve prevention, protection, preparedness, response, and recovery capabilities. See Attachment 1 for detailed Scope of Work.

4. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. Funding Eligibility Criteria

Federal funds administered through the State 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 Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2022.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:

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 financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a 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 North Carolina Emergency Management staff for site visits, project closeout and future audits:

- i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding 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

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2019 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it 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 it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. Supplantation

Subrecipients are required to provide assurance that 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. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2019 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The 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, 2019. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2022.
- D. The recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2019 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The 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 the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. 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: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 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 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Complete the procurement(s) process not later than February 28, 2022.
- E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th. (Attachment 2)
- F. Maintain a grant management filing system as required in this MOA.
- G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2019 HSGP NOFO announcement and Grant Award and Special Conditions documents.
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. 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.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- S. 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 Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

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

Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2019 HSGP NOFO announcement, available at: www.fema.gov.

2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. 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.

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.

11. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for all taxes.

12. Warranty

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

not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

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

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. 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 agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the sub is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

This Agreement 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

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2019 HSGP NOFO announcement.

22. Entire Agreement

This Agreement 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.

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

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

Pursuant to G.S. 147-86.59, any person 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 contacting 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 Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> , and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

25. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2022. Either party upon thirty days advance written notice to the other party may terminate this agreement. 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, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2019 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment
 - ii. Audit findings and corrective action plans
 - iii. Equipment inventory records with photo documentation of labeling
- B. Documentation to be provided throughout the Period of Performance of the grant:
 - i. Quarterly project progress reports
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
 - iii. After-action report from exercise
 - iv. Training course roster and description
 - 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 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 Sub Part F , 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 agreement. 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 Sub Part F 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 agreement 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 Subrecipient executed in expending these grant funds:

- A. The [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 Sub Part F 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 [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 [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant to 2 CFR Sub Part F 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, 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, 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 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 Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individual's 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 Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is awarded pursuant to this Agreement 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, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, 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 Part 200).

- 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 North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2019. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement

This agreement shall be in effect from September 1, 2019 to February 28, 2022.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2019

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

**HALIFAX COUNTY
10 N. KING STREET
HALIFAX , NC 27839-9753**

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

BY: _____

APPROVED AS TO PROCEDURES:

**BY: _____
DARLENE LANGSTON, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY**

BY: _____

**BY: _____
WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS**

**BY: _____
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2019 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2019

Grants selection

Please select all grants to be considered for this fiscal year. Grants not selected will be treated as a decline of those funds.

Grants	<input checked="" type="checkbox"/> Emergency Management Performance Grant (EMPG) <input type="checkbox"/> Hazardous Materials Emergency Preparedness (HMEP) <input checked="" type="checkbox"/> Homeland Security Grant Program (HSGP) <input type="checkbox"/> North Carolina Tier II competitive <input checked="" type="checkbox"/> North Carolina Tier II noncompetitive
--------	---

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	Halifax County Emergency Management		
Street address	10 N. King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		
EIN/Tax ID number	56-6001836		
DUNS number	014305957		
SAM registered	Yes	Expiration date	11/20/2019
Is the agency applying as a nonprofit with 501(c)(3) status?			No
Your name	Buddy Wrenn		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	Buddy Wrenn		
Agency	Halifax County Emergency Management		
Title	Emergency Management Coordinator		
Phone (work)	252-583-2031	Phone (mobile)	252-308-7617
Street address	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		

Field help

EM program manager
Grants MOA signatory

Grants MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	Vernon Bryant		
Agency	Halifax County Board of Commissioners		
Title	Chairman, Halifax County Board of Commissioners		
Street address (not PO Box)	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	bryantv@halifaxnc.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

[Field help](#)

Projects

Enter requested project information for each grant checked under **Grants selection**. Completions of the **Point of contact** and **MOA signatory** sections are only required if the individuals are different from the **Grants point of contact** or **Grants MOA signatory**.

EMPG
HMEP
HSGP

Complete information for up to three projects.

[Project # 1](#)

Enter requested information in the sections listed below.

[Point of contact](#)

Point of contact			
<i>Complete only if the point of contact for this project is different from the identified Grants point of contact.</i>			
Name	Buddy Wrenn		
Agency	Halifax County Emergency Management		
Title	Emergency Management Coordinator		
Phone (work)	252-583-2031	Phone (mobile)	252-308-7617
Street address	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		

[Field help](#)

MOA signatory

MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Vernon Bryant		
Agency	Halifax County Board of Commissioners		
Title	Chairman, Halifax County Board of Commissioners		
Street address (not PO Box)	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Project information

General information <i>Enter information describing the project.</i>			
Title	UTV		
Description	Equipment. We need a UTV and trailer to respond to various calls of service in off-road and hard to reach areas. This project will provide us with a resource to prepare for, respond to, and recover from terrorist attacks and CBRNE type events. This project will allow us to respond to incidents that require critical transportation of patients from areas that are not reachable by standard ambulances as well as safe extraction of patients in a timely manner. Core capabilities identified as being addressed by this project include Mass Search and Rescue Operations and Critical Transportation.		
Goal	Helps with extraction of patients from off road and hard to reach areas		
Classification	Local DPR	DPR number (if Local DPR)	4
Is project deployable?			Yes
Is project shareable?			Yes
Does the project contribute to the development or operation of the fusion center?			No
Does this project support a previously awarded investment?			No
Construction/renovation required	No		
Structural attachment required	No		
Core capabilities addressed <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>			
Primary	Mass Search and Rescue Operations		
Secondary	Critical Transportation		
Capabilities building	Build (increase current capabilities)		
Project timeline milestones <i>List the major project events and their completion dates.</i>			
Milestone	Completion Date		
Receive award Notification	3/2019		
Complete MOA signatures	4/2019		
Obtain Quotes and Purchase Orders	6/2019		
Purchase items	7/2019		
Close out grant	12/2019		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		

Field help

Budget

Planning/Training/Exercise costs <i>For each cost item select an activity area and then a description and the amount.</i>		
Activity area	Description	Cost
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Choose an item.	Click or tap here to enter text.	Enter cost.					
Choose an item.	Click or tap here to enter text.	Enter cost.					
Choose an item.	Click or tap here to enter text.	Enter cost.					
Choose an item.	Click or tap here to enter text.	Enter cost.					
Choose an item.	Click or tap here to enter text.	Enter cost.					
Choose an item.	Click or tap here to enter text.	Enter cost.					
Equipment costs							
<i>Enter equipment items and their costs into the table and then enter the total of the costs in the field below.</i>							
Description	AEL #	Quantity	Item cost	Extended cost	Tax	Shipping/handling	Total cost
Equipment Trailer	12TR-00-TEQP	1					\$18,000
Vehicle, Specialized Mission UTV	12VE-00-MISS						\$22,000
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
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Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Funding summary							
<i>For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).</i>							
Activity area	Funding amount				Funds dedicated to LETP		
Planning	Enter amount.				Enter amount.		
Equipment	\$40,000				Enter amount.		
Training	Enter amount.				Enter amount.		
Exercise	Enter amount.				Enter amount.		
Total funding	\$40,000				Enter total.		

[Field help](#)

Project # 2

Enter requested information in the sections listed below.

Point of contact

Point of contact			
<i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

MOA signatory

MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appendix" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Budget

[illegible]

Enter equipment items and their costs into the table and then enter the total of the costs in the field below.

[illegible]

For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).

Activity area	Funding amount	Funds dedicated to LETP
Planning	Enter amount.	Enter amount.
Equipment	\$15,000	Enter amount.
Training	Enter amount.	Enter amount.
Exercise	Enter amount.	Enter amount.
Total funding	\$15,000	Enter total.

Field help

Project # 3

Enter requested information in the sections listed below.

Point of contact

Point of contact			
<i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	<u>Phone (mobile)</u>	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	<u>ZIP + 4</u>	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

MOA signatory

MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	<u>ZIP + 4</u>	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	<u>ZIP + 4</u>	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Project information

General information			
<i>Enter information describing the project.</i>			
Title	Click or tap here to enter text.		
Description			
Goal	Click or tap here to enter text.		
Classification	Choose an item.	DPR number (if Local DPR)	Choose an item.
Is project deployable?			Choose an item.
Is project shareable?			Choose an item.
Does the project contribute to the development or operation of the fusion center?			Choose an item.
Does this project support a previously awarded investment?			Choose an item.
Construction/renovation required	Choose an item.		
Structural attachment required	Choose an item.		
Core capabilities addressed			
<i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>			
Primary	Choose an item.		
Secondary	Choose an item.		
Capabilities building	Choose an item.		
Project timeline milestones			
<i>List the major project events and their completion dates.</i>			
Milestone	Completion Date		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		

Field help

Budget

North Carolina Tier II competitive

Enter requested information in the sections listed below.

Point of contact

Point of contact			
<i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

MOA signatory

MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Project information

General information	
<i>Enter information describing the project.</i>	
Title	Click or tap here to enter text.
Description	
Goal	Click or tap here to enter text.
Scope	Choose an item.
Request RRT participation	Choose an item.
Project timeline milestones	
<i>List the major project events and their completion dates.</i>	
Milestone	Completion Date
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.

Field help

Budget

Costs		
Enter a description and cost for each budget item.		
Activity area	Description	Amount
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		Enter total.

Field help

- Activity area**

A selection of either Planning, Organization, Equipment, Training, or Exercise.
- Description**

A description of the budget item.
- Amount**

The cost of the item.
- Total cost**

The total of the amounts.

North Carolina Tier II noncompetitive

Certification

Certification <i>Review each certification item and check where appropriate.</i>	
I certify that:	<ul style="list-style-type: none"><input checked="" type="checkbox"/> This application includes complete and accurate information.<input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.<input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant.<input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding.<input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list).<input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted.<input type="checkbox"/> If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application.<input checked="" type="checkbox"/> (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Appendix

Attachment 2

Quarterly Progress Report

FY 2019 HSGP

Subrecipient: Halifax County

MOA #: 1939

Grant award amount: \$ 15,000.00

Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.

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	Click or tap here to enter text.	
Funds expended this quarter	Click or tap here to enter text.	
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	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Attachment 3

Attachment 3 - EXAMPLE**Grant-Funded Typed Resource Report****Tool Instructions:**

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

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	53	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 3 Grant-Funded Typed Resource Report

Tool Instructions:

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

[illegible]

Attachment 4

2019 DHS Standard Terms and Conditions

The 2019 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2019. These terms and conditions flow down to subrecipients, unless a particular 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](#).

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 Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. 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>.

2019 DHS Standard Terms and Conditions

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 (PII)

Recipients who collect 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 personally identifiable information (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. No. 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 buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

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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 3002. 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. No. 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. No. 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 prohibits 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 overpayments. (See [OMB Circular A-129](#).)

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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 V 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, Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires 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 of 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. No. 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. No. 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. No. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. No. 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.

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2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- 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 SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. 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 in order to make a determination of 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 obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (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.fsr.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 award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipient's received—
 - a) 80 percent or more of recipients 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, as defined at 2 C.F.R. 170.320 (and subawards); and

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- 3) 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - 1) As part of the recipient's registration profile at <https://www.sam.gov>.
 - 2) 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) 80 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- 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.

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.

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5. Definitions For purposes of this award term:

- a. *Entity*: means all of 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;
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *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.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity 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.
- e. *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.
 - 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*.

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- 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.

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

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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:
 - 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)

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XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 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; and
 - 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. *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.
 - 1) 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).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

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e. *Subrecipient* means an entity 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.

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 5

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 – Grants 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.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Buddy Wrenn, Emergency Management Coordinator

SUBJECT: Homeland Security Grant Program FY2019 Project 2

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find a copy of a Memorandum of Agreement (MOA) to receive funds to purchase a UTV and trailer.

ATTACHMENTS:

Description

▯ HalifaxHSGP2019_2

TOTAL COST:\$40,000

COUNTY COST:\$0

REQUEST: Approve the receipt of grant and authorize the appropriate staff to execute documents to purchase UTV and trailer and submit receipts for reimbursement.



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2019

CFDA#: 97.067

Grant#: EMW-2019-SS-00057

SUBAWARD NOTIFICATION

Buddy Wrenn
Halifax County
10 N. King Street
Halifax, NC 27839-9753

Period of Performance: September 1, 2019 to February 28, 2022
Project Title: UTV and Trailer
Total Amount of Award: \$40,000.00
MOA #: 1938

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2019 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

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

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-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. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



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

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



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

**Homeland Security Grant Program
(HSGP)****Fiscal Year 2019**

CFDA #: 97.067

Grant #: EMW-2019-SS-00057

Memorandum of Agreement (MOA)**between****Recipient:**State of North Carolina
Department of Public Safety
Emergency Management**Subrecipient:**Halifax County
Tax ID/EIN #: 566001836
Duns #: 014305957**MOA #: 1938****Award amount: \$40,000.00****Period of performance:**

September 1, 2019 to February 28, 2022

DPS fund code: 1502-7A38-3H19**1. Purpose**

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2019 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

☐ By checking this Box I request that the Recipient retain funds effective September 1, 2019. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$40,000.00 awarded through the FY 2019 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct

Training and Exercise activities to improve prevention, protection, preparedness, response, and recovery capabilities. See Attachment 1 for detailed Scope of Work.

4. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. Funding Eligibility Criteria

Federal funds administered through the State 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 Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2022.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:

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 financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a 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 North Carolina Emergency Management staff for site visits, project closeout and future audits:

- i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding 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

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2019 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it 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 it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. Supplantation

Subrecipients are required to provide assurance that 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. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2019 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The 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, 2019. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2022.
- D. The recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2019 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The 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 the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. 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: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 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 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Complete the procurement(s) process not later than February 28, 2022.
- E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th. (Attachment 2)
- F. Maintain a grant management filing system as required in this MOA.
- G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2019 HSGP NOFO announcement and Grant Award and Special Conditions documents.
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. 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.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- S. 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 Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

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

Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2019 HSGP NOFO announcement, available at: www.fema.gov.

2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. 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.

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.

11. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for all taxes.

12. Warranty

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

not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

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

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. 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 agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the sub is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

This Agreement 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

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2019 HSGP NOFO announcement.

22. Entire Agreement

This Agreement 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.

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

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

Pursuant to G.S. 147-86.59, any person 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 contacting 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 Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> , and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

25. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2022. Either party upon thirty days advance written notice to the other party may terminate this agreement. 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, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2019 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment
 - ii. Audit findings and corrective action plans
 - iii. Equipment inventory records with photo documentation of labeling
- B. Documentation to be provided throughout the Period of Performance of the grant:
 - i. Quarterly project progress reports
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
 - iii. After-action report from exercise
 - iv. Training course roster and description
 - 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 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 Sub Part F , 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 agreement. 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 Sub Part F 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 agreement 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 Subrecipient executed in expending these grant funds:

- A. The [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 Sub Part F 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 [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 [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F 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, 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, 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 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 Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement 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, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, 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 Part 200).

- 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 North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2019. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement

This agreement shall be in effect from September 1, 2019 to February 28, 2022.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2019

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

**HALIFAX COUNTY
10 N. KING STREET
HALIFAX , NC 27839-9753**

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

BY: _____

APPROVED AS TO PROCEDURES:

**BY: _____
DARLENE LANGSTON, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY**

BY: _____

**BY: _____
WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS**

**BY: _____
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2019 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2019

Grants selection

Please select all grants to be considered for this fiscal year. Grants not selected will be treated as a decline of those funds.

Grants	<input checked="" type="checkbox"/> Emergency Management Performance Grant (EMPG) <input type="checkbox"/> Hazardous Materials Emergency Preparedness (HMEP) <input checked="" type="checkbox"/> Homeland Security Grant Program (HSGP) <input type="checkbox"/> North Carolina Tier II competitive <input checked="" type="checkbox"/> North Carolina Tier II noncompetitive
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Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	Halifax County Emergency Management		
Street address	10 N. King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		
EIN/Tax ID number	56-6001836		
DUNS number	014305957		
SAM registered	Yes	Expiration date	11/20/2019
Is the agency applying as a nonprofit with 501(c)(3) status?			No
Your name	Buddy Wrenn		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	Buddy Wrenn		
Agency	Halifax County Emergency Management		
Title	Emergency Management Coordinator		
Phone (work)	252-583-2031	Phone (mobile)	252-308-7617
Street address	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		

Field help

EM program manager
Grants MOA signatory

Grants MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	Vernon Bryant		
Agency	Halifax County Board of Commissioners		
Title	Chairman, Halifax County Board of Commissioners		
Street address (not PO Box)	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	bryantv@halifaxnc.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

[Field help](#)

Projects

Enter requested project information for each grant checked under **Grants selection**. Completions of the **Point of contact** and **MOA signatory** sections are only required if the individuals are different from the **Grants point of contact** or **Grants MOA signatory**.

EMPG
HMEP
HSGP

Complete information for up to three projects.

[Project # 1](#)

Enter requested information in the sections listed below.

[Point of contact](#)

Point of contact			
<i>Complete only if the point of contact for this project is different from the identified Grants point of contact.</i>			
Name	Buddy Wrenn		
Agency	Halifax County Emergency Management		
Title	Emergency Management Coordinator		
Phone (work)	252-583-2031	Phone (mobile)	252-308-7617
Street address	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		

[Field help](#)

MOA signatory

MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Vernon Bryant		
Agency	Halifax County Board of Commissioners		
Title	Chairman, Halifax County Board of Commissioners		
Street address (not PO Box)	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Project information

General information <i>Enter information describing the project.</i>			
Title	UTV		
Description	Equipment. We need a UTV and trailer to respond to various calls of service in off-road and hard to reach areas. This project will provide us with a resource to prepare for, respond to, and recover from terrorist attacks and CBRNE type events. This project will allow us to respond to incidents that require critical transportation of patients from areas that are not reachable by standard ambulances as well as safe extraction of patients in a timely manner. Core capabilities identified as being addressed by this project include Mass Search and Rescue Operations and Critical Transportation.		
Goal	Helps with extraction of patients from off road and hard to reach areas		
Classification	Local DPR	DPR number (if Local DPR)	4
Is project deployable?			Yes
Is project shareable?			Yes
Does the project contribute to the development or operation of the fusion center?			No
Does this project support a previously awarded investment?			No
Construction/renovation required	No		
Structural attachment required	No		
Core capabilities addressed <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>			
Primary	Mass Search and Rescue Operations		
Secondary	Critical Transportation		
Capabilities building	Build (increase current capabilities)		
Project timeline milestones <i>List the major project events and their completion dates.</i>			
Milestone	Completion Date		
Receive award Notification	3/2019		
Complete MOA signatures	4/2019		
Obtain Quotes and Purchase Orders	6/2019		
Purchase items	7/2019		
Close out grant	12/2019		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		

Field help

Budget

Planning/Training/Exercise costs <i>For each cost item select an activity area and then a description and the amount.</i>		
Activity area	Description	Cost
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Enter equipment items and their costs into the table and then enter the total of the costs in the field below.

[illegible]

For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).

Activity area	Funding amount	Funds dedicated to LETP
Planning	Enter amount.	Enter amount.
Equipment	\$40,000	Enter amount.
Training	Enter amount.	Enter amount.
Exercise	Enter amount.	Enter amount.
Total funding	\$40,000	Enter total.

Field help

Project # 2

Enter requested information in the sections listed below.

Point of contact

Point of contact <i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

MOA signatory

MOA signatory <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appendix" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

[illegible]

Enter equipment items and their costs into the table and then enter the total of the costs in the field below.

Funding summary		
For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).		
Activity area	Funding amount	Funds dedicated to LETP
Planning	Enter amount.	Enter amount.
Equipment	\$15,000	Enter amount.
Training	Enter amount.	Enter amount.
Exercise	Enter amount.	Enter amount.
Total funding	\$15,000	Enter total.

Field help

Project # 3

Enter requested information in the sections listed below.

Point of contact

Point of contact			
<i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	<u>Phone (mobile)</u>	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	<u>ZIP + 4</u>	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the contact.

MOA signatory

MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appendix" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	<u>ZIP + 4</u>	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	<u>ZIP + 4</u>	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Project information

General information			
<i>Enter information describing the project.</i>			
Title	Click or tap here to enter text.		
Description			
Goal	Click or tap here to enter text.		
Classification	Choose an item.	DPR number (if Local DPR)	Choose an item.
Is project deployable?			Choose an item.
Is project shareable?			Choose an item.
Does the project contribute to the development or operation of the fusion center?			Choose an item.
Does this project support a previously awarded investment?			Choose an item.
Construction/renovation required	Choose an item.		
Structural attachment required	Choose an item.		
Core capabilities addressed			
<i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>			
Primary	Choose an item.		
Secondary	Choose an item.		
Capabilities building	Choose an item.		
Project timeline milestones			
<i>List the major project events and their completion dates.</i>			
Milestone	Completion Date		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		

Field help

Budget

North Carolina Tier II competitive

Enter requested information in the sections listed below.

Point of contact

Point of contact			
<i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

MOA signatory

MOA signatory <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

- Name** The individual who signs the memorandum of agreement on behalf of the applicant.
- Agency** The agency name of the signatory.
- Title** The title within the agency of the signatory.
- Street address, City, ZIP + 4, email** The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Project information

General information <i>Enter information describing the project.</i>	
Title	Click or tap here to enter text.
Description	
Goal	Click or tap here to enter text.
Scope	Choose an item.
Request RRT participation	Choose an item.
Project timeline milestones <i>List the major project events and their completion dates.</i>	
Milestone	Completion Date
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.

Field help

Budget

Costs		
Enter a description and cost for each budget item.		
Activity area	Description	Amount
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		Enter total.

Field help

- Activity area**

A selection of either Planning, Organization, Equipment, Training, or Exercise.
- Description**

A description of the budget item.
- Amount**

The cost of the item.
- Total cost**

The total of the amounts.

North Carolina Tier II noncompetitive

Certification

Certification	
<i>Review each certification item and check where appropriate.</i>	
I certify that:	<ul style="list-style-type: none"><input checked="" type="checkbox"/> This application includes complete and accurate information.<input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.<input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant.<input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding.<input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list).<input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted.<input type="checkbox"/> If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application.<input checked="" type="checkbox"/> (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Appendix

Attachment 2

Quarterly Progress Report

FY 2019 HSGP

Subrecipient: Halifax County

MOA #: 1938

Grant award amount: \$ 40,000.00

Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.

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	Click or tap here to enter text.	
Funds expended this quarter	Click or tap here to enter text.	
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	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Attachment 3

Attachment 3 - EXAMPLE**Grant-Funded Typed Resource Report****Tool Instructions:**

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

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	53	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 3 Grant-Funded Typed Resource Report

Tool Instructions:

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

[illegible]

Attachment 4

2019 DHS Standard Terms and Conditions

The 2019 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2019. These terms and conditions flow down to subrecipients, unless a particular 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](#).

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 Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. 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>.

2019 DHS Standard Terms and Conditions

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 (PII)**

Recipients who collect 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 personally identifiable information (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. No. 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 buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

2019 DHS Standard Terms and Conditions

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 3002. 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. No. 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. No. 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 prohibits 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 overpayments. (See [OMB Circular A-129](#).)

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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 V 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, Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires 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 of 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. No. 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. No. 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. No. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. No. 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.

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2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- 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 SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. 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 in order to make a determination of 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 obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (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.fsr.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 award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipient's received—
 - a) 80 percent or more of recipients 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, as defined at 2 C.F.R. 170.320 (and subawards); and

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3) 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
- 2) 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) 80 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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.

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.

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5. Definitions For purposes of this award term:

- a. *Entity*: means all of 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;
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *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.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity 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.
- e. *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.
 - 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*.

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- 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.

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

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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:
 - 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)

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XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 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; and
 - 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. *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.
 - 1) 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).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

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e. *Subrecipient* means an entity 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.

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 5

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 – Grants 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.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Bruce L. Robistow, Health Director

SUBJECT: RFA #A367-Family Planning Services Grant

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

1. The Halifax County Health Department (HCHD) is requesting to apply for the Family Planning Services Titles X Federal Funding Grant.
2. The program is designed to: implement family planning services to low-income women and men in Halifax County. These funds will assist in the delivery of related preventive health services, including patient education and counseling; physical examinations; laboratory testing; sexually transmitted disease testing and treatment and pregnancy diagnosis. Clinical staff will provide access to a reproductive life plan including a wide range of contraceptive methods. If awarded, funds will be made on an annual basis for a project period of three years, contingent upon contract compliance, project performance, and availability of funding. The project period will begin June 1, 2020 and will end May 30, 2023.
3. Grant application due to DHHS October 23, 2019, notification by November 27, 2019.
4. The Board of Health approved the request to be presented to the BOCC on September 23, 2019.
5. Due to time constraints, this grant application will be submitted on October 10, 2019, with the understanding that if approval was not given by the Board of Commissioners, we would request that our application be withdrawn.

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:\$65,699

COUNTY COST:\$0

REQUEST: Approve the submission of the RFA #A367-Family Planning grant application, the receipt of funds, if awarded, and authorize the appropriate staff to execute the documents.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Ken Wilson, Halifax Resolves Chapter N. C. Sons of the American Revolution

PRESENTER: Ken Wilson, Halifax Resolves Chapter N. C. Sons of the American Revolution

SUBJECT: Sons of the American Revolution Life Saving Medals

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

Mr. Wilson will present the Sons of the American Revolution Life Saving Medals.

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:

COUNTY COST:

REQUEST:



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: M. Glynn Rollins, Jr., County Attorney

PRESENTER: M. Glynn Rollins, Jr., County Attorney

SUBJECT: Roanoke Rapids Graded School District Request for Approval of Lease of Property For Use as School Facilities

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

The Roanoke Rapids Graded School District proposes to enter into a lease agreement with the City of Roanoke Rapids for the use of tennis courts at the T. J. Davis Recreation Center for tennis team practice, competition and other school-related activities. This lease is one of a number of agreements between the school system and the city related to the repair, maintenance and use of those courts. The lease will be for a term of more than three years. Therefore, pursuant to G.S. 115C-530(a), the lease must be approved by a resolution adopted by the board of county commissioners. A copy of that statute is attached. As of the date of this supporting information, details of the proposed lease and the approval resolution are not available. That information and resolution will be provided prior to your meeting. It is expected that RRGSD officials will be available to answer questions concerning this lease.

ATTACHMENTS:

Description

- ▯ G.S. 115C-530

TOTAL COST:TBD

COUNTY COST:TBD

REQUEST: Consider the request by the Roanoke Rapids Graded School District to adopt a resolution approving the lease of tennis courts at T.J. Davis Recreation Center for use as school facilities.

§ 115C-530. Operational leases of school buildings and school facilities.

(a) Local boards of education may enter into operational leases of real or personal property for use as school buildings or school facilities. Operational leases for terms of less than three years shall not be subject to the approval of the board of county commissioners. Operational leases for terms of three years or longer, including periods that may be added to the original term through the exercise of options to renew or extend, are permitted if all of the following conditions are met:

- (1) The budget resolution includes an appropriation authorizing the current fiscal year's portion of the obligation.
- (2) An unencumbered balance remains in the appropriation sufficient to pay in the current fiscal year the sums obligated by the lease for the current fiscal year.
- (3) The leases are approved by a resolution adopted by the board of county commissioners. If an operational lease is approved by the board of county commissioners, in each year the county commissioners shall appropriate sufficient funds to meet the amounts to be paid during the fiscal year under the lease.
- (4) Any construction, repair, or renovation of the property is in compliance with the requirements of G.S. 115C-521(c) relating to energy guidelines.

For purposes of this section, an operational lease is defined according to generally accepted accounting principles and may be for new or existing buildings.

(b) Local boards of education may enter into contracts for the construction, repair, or renovation of leased property if (i) the budget resolution includes an appropriation authorizing the obligation, (ii) an unencumbered balance remains in the appropriation sufficient to pay in the current fiscal year the sums obligated by the transaction for the current fiscal year, and (iii) the construction, repair, or renovation is in compliance with the requirements of G.S. 115C-521(c) relating to energy guidelines. Construction, repair, or renovation work undertaken or contracted by a private developer is subject to the requirements of Article 8 of Chapter 143 of the General Statutes. Contracts for new construction and renovation that are subject to the bidding requirements of G.S. 143-129(a) and which do not constitute continuing contracts for capital outlay must be approved by the board of county commissioners.

(c) Operational leases and contracts entered into under this section are subject to approval by the Local Government Commission under Article 8 of Chapter 159 of the General Statutes if they meet the standards set out in G.S. 159-148(a)(1), 159-148(a)(2), and 159-148(a)(3). For purposes of determining whether the standards set out in G.S. 159-148(a)(3) have been met, only the five hundred thousand dollar (\$500,000) threshold shall apply. (1997-236, s. 2; 2010-196, s. 3.)



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Bruce L. Robistow, Health Director

PRESENTER: Bruce L. Robistow, Health Director

SUBJECT: Animal Control Ordinance Amendments

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

1. Local Boards of Health are responsible for evaluating the need for adoption or amendment of local rules or ordinances to protect the health of the public. On September 23, 2019, the Halifax County Board of Health approved the revised No-Tethering Ordinance amendments, without PETA funding.
2. Resolution to Amend Article I, Chapter 14, of the Halifax County Code of Ordinances Entitled "Animals". (See attachment)
3. Amendments to Animal Welfare Ordinance (See attachment)

ATTACHMENTS:

Description

- ▢ Resolution to Amendment Animal Welfare Ordinance
- ▢ Amendments to Animal Welfare Ordinance

TOTAL COST:\$0

COUNTY COST:\$0

REQUEST: Adopt Animal Control Ordinance and Resolution to Amend Article I, Chapter 14, of the Halifax County Code of Ordinances Entitled "Animals"

A RESOLUTION TO AMEND ARTICLE I, CHAPTER 14, OF THE HALIFAX COUNTY
CODE OF ORDINANCES ENTITLED “ANIMALS”

IT IS HEREBY RESOLVED that Article I, Chapter 14, of the Halifax County Code of Ordinances, entitled “Animals” is amended in the following manner:

1. Under Section 14-1, “Definitions”:

a. The definition of *adequate shelter* is re-written to read:

Adequate shelter means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, provides a solid surface, resting platform, that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner.

b. The definition of *adequate water* is re-written to read:

Adequate water means access at suitable intervals to a supply of clean, fresh water provided in clean, durable receptacles that are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accepted husbandry practices.

c. After the definition of *health director* the following definitions of *humanely clean conditions* and *hunting dogs* are added:

Humanely clean conditions means that carcasses, debris, food waste and excrement are removed from the primary enclosure with sufficient frequency to minimize the animals' contact with the above-mentioned contaminants; the primary enclosure is sanitized with sufficient frequency to minimize odors and the hazards of disease; and the primary enclosure is cleaned so as to prevent the animals confined therein from being directly or indirectly sprayed with a stream of water, or directly or indirectly exposed to hazardous chemicals or disinfectants.

Hunting dogs means a pack of dogs (2 or more) of a breed commonly known to be used for hunting, who are kept by an owner/keeper/harbinger who possesses a valid hunting license for

lawful hunting purposes and specifically excluding pit bull type dogs.

d. After the definition of *neutered male* the following definition of *penned area* is added:

Penned area means an outside area enclosed by a fence of height and material sufficient to keep a dog from escaping the enclosed area, and having minimum enclosed space of not less than 10 feet by 10 feet for one dog. Except for hunting dogs, for each additional dog there shall be an additional 50 square feet of space of penned area.

e. The definition of *secure enclosure* is deleted and replaced with the following definition of *secured enclosure*:

Secured enclosure means a padlocked pen, with a concrete bottom and a secured top and/or a locked home or locked outbuilding with a concrete bottom, all having minimum space of not less than 10 feet by 10 feet and used to contain one dog only.

2. Subsection 14-4 (9) c. is amended to read as follows:

c. All monies collected as fees and penalties.

3. Subsection 14-8 (f)(1) is amended to read as follows:

(1) Within 30 days the owner must erect and confine the dog in a secured enclosure, as defined in Section 14-1 of this Article.

4. Subsection 14-8(g) is amended to read as follows:

(g) Confinement, muzzling and control of dangerous/potentially dangerous dogs. It shall be unlawful for any owner or person to keep any dangerous/potentially dangerous dog within the county unless it is confined within a secured enclosure or unless it is securely muzzled and under restraint by a competent person who, by means of a leash or chain, has such animal firmly under physical restraint at all times.

5. Subsection 14-12(1) pertaining to adequate food and water is amended by deleting subparts a. and b. and amending the text of subsection (1) to read as follows:

(1) Adequate food and water. No person owning or responsible for any domestic animal may fail to supply the animal with adequate food and water defined in this Section 14-1 of this Article.

6. Subsection 14-12(3) pertaining to adequate shelter is amended to read as follows:

(3) Adequate shelter, protection from the weather and humanely clean conditions. No persons owning or responsible for any dog or cat shall fail to provide the animal with adequate shelter in humanely clean conditions as those terms are defined in Section 14-1 of this Article.

7. Subsection 14-12(3), subpart b., pertaining to “standards for chaining” is deleted in its entirety and replaced with the following:

b. Prohibition Against Tethering of Dogs. It shall be unlawful to tether an unattended dog outdoors, including hunting dogs. When on the property of the dog owner, dogs may run loose when attended by a responsible person who can control the dogs either by voice commands or by a leash. When on the property of the dog owner, dogs may run unattended if kept in a penned area, secured enclosure or an area surrounded by an effectively operating electronic fence. The prohibition regarding when or where dogs may run loose shall not apply to hunting dogs when they are being used for lawful hunting purposes.

8. Subsection 14-13 (a) is amended by deleting the word “intentionally” in the first sentence of that subsection.

This ordinance amendment shall become effective upon adoption by unanimous vote on first reading, or by majority vote upon second reading.

[] Adopted unanimously upon first reading this ____ day of _____, 2018.

[] Adopted by majority vote upon second reading this ____ day of _____, 2018.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

ATTEST:

Andrea H. Wiggins, Clerk to the Board

ARTICLE I. - IN GENERAL

Sec. 14-1. - Definitions.

For the purpose of this article, the following definitions shall apply:

Adequate food means the provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition for the animal.

Adequate shelter means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, , provides a solid surface, resting platform, that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner.

Adequate water means access at suitable intervals to a supply of clean, fresh water provided in clean, durable receptacles that are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accepted husbandry practices.

Adult means a person 18 years of age or older who has not been judicially declared incompetent.

Ambient temperature means the temperature surrounding the animal.

Animal means every living creature, domestic or nondomestic, but does not include humans and does not include invertebrates.

Animal bite means an animal bite occurs when the teeth of the biting animal breaks the skin of a human being, regardless of location of the bite on the body.

Animal control officers means any animal control officer employed by the jurisdiction.

Animal control supervisor means the officer placed in supervision of the animal control officers, activities of the jurisdiction.

Animal control unit means the animal control component of the department that includes the animal control function for the jurisdiction, however denominated.

Animal cruelty investigators means all persons appointed by the board of county commissioners as county animal cruelty investigators under G.S. chapter 19A.

Animal shelter means the animal shelter, or any other designated facilities, operated and maintained by Halifax County for the purpose of impounding animals under the authority of this chapter or the general statutes for care, confinement, return to owner, adoption or euthanasia.

Cat means a domestic feline of either sex.

Competent person means a person of suitable age and discretion to keep an animal under sufficient control in order to prevent harm to the animal, humans, other animals or property.

County means Halifax County exclusive of territory under the jurisdiction of municipalities.

Dangerous/potentially dangerous dog means any animal whose behavior constitutes a risk of severely injuring or killing a human or domestic animal or which, by nature, is commonly accepted as dangerous. The following criteria shall be used in identifying a "dangerous dog":

- (1) A dog that, without provocation, has killed or inflicted severe injury on a person. Any dog which has killed a person shall be immediately euthanized by the animal control unit.
- (2) Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.

- (3) A dog that is determined by the person or board designated by the county or municipal authority responsible for animal control to be "potentially dangerous" because the dog has engaged in one or more behaviors listed below. The following criteria shall be used in identifying a "potentially dangerous dog":
- a. A dog that has inflicted a bite on a person that resulted in broken bones, disfiguring lacerations, or requiring surgery or hospitalization.
 - b. A dog that has killed or inflicted severe injury upon a domestic animal when not on the owner's real property.
 - c. A dog that has approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.
- (4) An animal shall not be deemed dangerous solely because it bites, attacks, or menaces:
- a. Anyone assaulting the owner or trespassing on the owner's property;
 - b. Any person or other animal that has tormented or abused it; or
 - c. While protecting or defending its young.

Day means a period of 24 hours, including Saturdays, Sundays, and holidays.

Department means the Halifax County Department of Health.

Dog means a domestic canine of either sex.

Domesticated means any animal kept, cared for, sheltered, fed, or harbored for use as a pet, labor, or as a source of food or income.

Exotic animals means wild predatory carnivorous animals including, but not limited to: bobcats, lions, tigers, cougars, lynxes, ocelots, and hybrids thereof.

Exposed to rabies means any animal or human bitten by or exposed to the saliva or neural tissue of any animal known or suspected to have been infected with rabies.

Euthanize means to cause painless death.

Fence means any enclosed area of sufficient height and fabric to securely confine a pet.

Health director means the director of the Halifax County Department of Health.

Humanely clean conditions means that carcasses, debris, food waste and excrement are removed from the primary enclosure with sufficient frequency to minimize the animals' contact with the above-mentioned contaminants; the primary enclosure is sanitized with sufficient frequency to minimize odors and the hazards of disease; and the primary enclosure is cleaned so as to prevent the animals confined therein from being directly or indirectly sprayed with a stream of water, or directly or indirectly exposed to hazardous chemicals or disinfectants.

Hunting dogs means a pack of dogs (2 or more) of a breed commonly known to be used for hunting, who are kept by an owner/keeper/harbinger who possesses a valid hunting license for lawful hunting purposes and specifically excluding pit bull type dogs.

Impoundment means the placement of an animal in the custody of the animal control unit or person duly authorized by ordinance of the board of county commissioners or by the general statutes for such purposes.

Incorporated area means property within the cities of Enfield, Halifax, Hobgood, Littleton, Roanoke Rapids, Scotland Neck, or Weldon.

Kennel means a commercial establishment wherein any person buys, sells, boards, breeds, grooms, lets for hire, or trains dogs.

Neutered male means any male dog or cat which has been rendered sterile by a surgical procedure.

Penned area means an outside area enclosed by a fence of height and material sufficient to keep a dog from escaping the enclosed area, and having minimum enclosed space of not less than 10 feet by 10 feet for one dog. Except for hunting dogs, for each additional dog there shall be an additional 50 square feet of space of penned area.

Owner/keeper/harbinger means any person, group of persons, firm, partnership, corporation, organization, or association, owning, keeping, or harboring, or any person having charge of sheltering, feeding, or taking care of and animal for seven or more consecutive days an animal unless such animal is being boarded for a fee. The owner/keeper/harbinger is responsible for the care, actions and behavior of his/her animals.

Owner's real property means any real property owned or leased by the owner of the animal, but does not include any public right-of-way or common area.

Public nuisance means a public nuisance is that which annoys and disturbs the rights and privileges common to the public or to all the people of the community, rendering their ordinary use or occupation of their property physically uncomfortable to them, or constituting a health hazard to any person.

Secured enclosure means a padlocked pen, with a concrete bottom and a secured top and/or a locked home or locked outbuilding with a concrete bottom, all having minimum space of not less than 10 feet by 10 feet and used to contain one dog only.

Security dog means a dog that is trained and certified to attack or otherwise respond aggressively with or without command when on owner's real property.

Severe injury means any injury that results in broken bones or lacerations, or requires cosmetic surgery or hospitalization.

Spayed female means a female dog or cat which has been rendered sterile by a surgical procedure.

Stray means any dog or cat within the county wandering at large or lost or which does not bear evidence of the identification of any owner or any dog or cat within the county whose owner, if determinable, has failed to pay for and procure a county license and rabies vaccination tag.

Suspected of having rabies means an animal which has bitten or exposed to saliva or neural tissue a person or another animal or a wild animal which has bitten a person or domestic animal.

Trespass means wrongful invasion of the property of the owner.

Unincorporated area means any area of Halifax County not within an "incorporated area" as defined above. This term shall also apply to areas within the corporate limits of any town or municipality in the county if the governing body of such town or municipality adopts a resolution indicating that it is to be treated as an unincorporated area under this chapter.

Vaccination means the administration of rabies vaccine as required by G.S. chapter 130A-185.

Veterinarian consultant means a licensed veterinarian who will provide veterinarian services.

Wildlife means any non-domesticated native mammal which can normally be found in the wild state, particularly those feral, dangerous or nondomestic animals which generally do not live in or about the habitation of humans, including, but not limited to, deer, lions, racoons, skunks, snakes, squirrels, etc.

(Ord. of 1-7-02)

Sec. 14-2. - Territorial application.

This chapter shall be effective within the unincorporated areas of the county.

(Ord. of 1-7-02)

Sec. 14-3. - Animal control advisory committee/apellate board.

The county board of health, or duly appointed subcommittee thereof, as determined by the board, shall act as the animal control advisory committee and appellate board.

(Ord. of 1-7-02)

Sec. 14-4. - General duties of animal control unit.

The animal control unit is charged with the responsibility of:

- (1) Enforcing all general statutes, county ordinances, and public health laws relating to the care, custody and control of domestic animals, especially with regard to vaccination of dogs and cats against rabies and the secure confinement or leashing and muzzling of dangerous animals within the jurisdiction. Notwithstanding the foregoing, reference is made to G.S. chapter 67 and 130A-184 et seq.
- (2) Making canvasses of the county, including homes and businesses, as necessary, for the purpose of ensuring compliance with this chapter or the general statutes.
- (3) Investigating all reported animal bites or other human physical contact with a suspected rabid animal, enforcing quarantine ordered of any dog or cat involved, and submitting bite reports and reports of human contacts to the health director.
- (4) Investigating complaints of county residents with regard to domestic animals exclusive of barking dogs.
- (5) Protecting animals from neglect and abuse. Investigating cruelty or animal abuse with regard to dogs, cats and other animals and enforcement of state law and county ordinances regarding cruelty.
- (6) Investigating all reports or observations of incidents of harassment or of injuries to domesticated livestock caused by animals.
- (7) Seizing and arranging for impoundment, where deemed necessary, of any dog or cat involved in a violation of this chapter or the general statutes.
- (8) Operating the county animal shelter pursuant to policies adopted by the board of health.
- (9) Keeping, or causing to be kept, accurate and detailed records of:
 - a. Seizure, impoundment, and disposition of all animals coming into custody of the animal control unit.
 - b. Bite cases, violations and complaints, and investigation of same, including names and addresses of persons bitten, date, circumstances, and breed.
 - c. All monies collected as fees and penalties.
 - d. Any other matters deemed necessary by the animal control supervisor.
- (10) The animal control supervisor, officers, sheriff, and sheriff's deputies of the jurisdiction are hereby empowered to issue citations to any person if there is probable cause to believe that such person has violated provisions of this chapter.
- (11) Animal control officers are duly authorized by the health director to store at the animal shelter or carry in departmental vehicles firearms approved for use and use such firearms when necessary to enforce sections of this chapter or other applicable laws for control of wild, exotic, dangerous, or diseased animals.

(Ord. of 1-7-02)

Sec. 14-5. - Interference or concealment.

- (a) Interference. It shall be unlawful for any person to interfere with, hinder, molest, resist or obstruct animal control officers, agents, or veterinarians in the performance of any duty authorized by law or ordinance, or to seek to release any domestic animal in the custody of such agents (including from traps, cages, or other enclosures) except as specifically provided or authorized by the department.
- (b) Concealment of dogs and cats. It shall be unlawful for any person to conceal, for the purpose of evading the rabies vaccination requirement of the law, any unlicensed or unvaccinated dog or cat from any employee of the department.

(Ord. of 1-7-02)

Sec. 14-6. - Public nuisances prohibited.

It shall be unlawful for any person to own, keep, or maintain a domestic animal in such a manner as to constitute a public nuisance. By way of example and not of limitation, the following acts or actions by an owner/keeper of an animal are hereby declared to be a public nuisance and are therefore unlawful:

- (1) Having a domestic animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of one's property.
- (2) Allowing or permitting an animal to injure or kill a domestic animal or damage the property of anyone other than its owner or possessor, including, but not limited to, turning over garbage containers, or damaging gardens, flowers, or vegetables, or defecating upon the property of another.
- (3) Maintaining domestic animals in an unsanitary environment which results in offensive odors or is dangerous to the animal or the public health, safety or welfare, or a failure to maintain a condition of good order and cleanliness which reduces the probability of transmission of disease.
- (4) Maintaining the owner's property in a manner that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density or location of domestic animals on the property.
- (5) Maintaining a domestic animal that is diseased and a hazard to public health.
- (6) Maintaining domestic animals that chase, snap at, or attack pedestrians, joggers, animals walked on a leash by owners, bicycles or other vehicles.

In addition to any other enforcement remedies available under this chapter, if the animal control supervisor declares an animal to be a nuisance under this section, then the animal control supervisor has the authority to order the owner to confine the animal in accordance with the animal control supervisor's instructions. It shall be unlawful for the owner to fail to comply with such an order or with the instructions in the order.

Owners or keepers of domestic animals determined to be nuisances shall be notified and ordered to abate such nuisance within 48 hours by whatever means necessary. Failure to comply within the designated time frame shall constitute a separate offense for each day the violation continues thereafter.

(Ord. of 1-7-02)

Sec. 14-7. - Confinement of female dog or cat during estrous.

Any owner/keeper of a female dog or cat during its estrous period shall confine such animal in a building or secure enclosure in such a manner that the dog or cat will not be in contact with male dogs or

cats, or attract other animals. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner of the animal which is being bred.

(Ord. of 1-7-02)

Sec. 14-8. - Dangerous/potentially dangerous dogs restricted.

(a) General provisions. It shall be unlawful for any person to own or in any way maintain or harbor a dog which is dangerous/potentially dangerous, except as provided in this chapter.

(b) Exemptions. The provisions of this chapter do not apply to dogs causing injuries when used accordingly:

(1) By law enforcement agencies to carry out official law enforcement duties;

(2) Functioning lawfully as hunting or herding dogs, or as in controlling predators on the property of, or under control of, the owner/keeper when performing duties appropriate to such functions;

(3) Protecting the owner's/keeper's property from trespassers and other criminal perpetrators;

(4) Protecting itself from assault, tormenting, or abuse.

(c) Enforcement. If the board of determination composed of the animal control officer(s), supervisor, and health director, has determined that a dog is dangerous/potentially dangerous, the owner shall then be notified immediately in writing. The owner shall surrender the dog to the county animal shelter within 24 hours of such notification. After five working days, the county animal shelter shall have the authority, subject to the provisions of subsection (f) of this section, to dispose of the dog by euthanasia.

(d) Appeal. Any person who owns a dog that has been declared dangerous/potentially dangerous shall have the right to appeal this decision to board of health or its designee. The owner of a dog declared dangerous shall have the right to request a hearing contesting that determination by submitting a written request to the health director within five working days of the determination that the animal is dangerous.

(e) Hearing procedures. The board of health or its designee shall conduct a hearing to determine whether the board of determination's designation of the animal as dangerous/potentially dangerous is correct. If the dog is judged not to be dangerous/potentially dangerous it shall be returned to the owner without charge. If the dog is determined to be dangerous/potentially dangerous, then the county animal shelter shall dispose of the dog according to subsection (c) of this section. Any person who owns a dog affirmed dangerous/potentially dangerous by the board of health or its designee shall have the right to appeal this decision to superior court. In the event of an appeal to the courts of the decision of the board of health, the dog shall be confined at the county animal shelter. The dog owner shall be responsible for paying all boarding and other associated expenses incurred during the appeal process.

(f) Enclosures for dangerous/potentially dangerous dogs. If a dog has been determined to be dangerous/potentially dangerous, as specified in this section, the owner may retain the dog upon satisfying the following conditions:

(1) Within 30 days the owner must erect and confine the dog in a secured enclosure, as defined in Section 14-1 of this Article.

(2) A warning sign of at least 120 square inches must be visible from each exposure of the structure which is visible to any adjoining property. Each sign must have a graphic representation of an appropriate animal such that the dangerousness of the animal is communicated to those who cannot read, including young children.

- (3) The owner of the dog shall be responsible to ensure that the secured enclosure is maintained in such a condition as to meet the requirements of this chapter. Failure to maintain the enclosure shall subject the owner to penalty under this chapter.

(g) Confinement, muzzling and control of dangerous/potentially dangerous dogs. It shall be unlawful for any owner or person to keep any dangerous/potentially dangerous dog within the county unless it is confined within a secured enclosure or unless it is securely muzzled and under restraint by a competent person who, by means of a leash or chain, has such animal firmly under physical restraint at all times.

- (h) Tattooing/microchip. Within seven days of meeting the requirements as set forth in this section, the owner of a dangerous/potentially dangerous dog must have such dog tattooed on the inside of the right hind leg with an identification number or micro-chip identification as directed by the animal control unit.

- (i) Notification. Within 72 hours of:

- (1) Change of address or ownership of a dangerous/potentially dangerous dog, the owner shall provide written notification of the change of address or ownership to the animal control unit stating the full name, address, and location of the new owner or possessor of the dog.
- (2) Death of a dangerous/potentially dangerous dog, the owner shall provide written notification of the dog's death to the animal control unit. If the dog's body is not available, the notification shall fully identify the dog and bear the notarized signature of the owner and a licensed veterinarian attesting to the death of the dog.

(Ord. of 1-7-02)

Sec. 14-9. - Collection of dogs and cats for resale prohibited.

- (a) Collection for resale prohibited. It shall be unlawful for any person to collect any dog or cat within the county for the purpose of resale. This shall include but is not limited home solicitations or the setting of traps on any land within the county for the purpose of reselling animals.
- (b) Exemption. At the discretion of the board of health, the animal control unit may, out of necessity, sell euthanized dogs or cats to approved third parties for disposition.

(Ord. of 1-7-02)

Sec. 14-10. - Exotic animals prohibited.

- (a) Exotic animals prohibited. It shall be unlawful for any person, firm, or corporation to import, sell, possess, transport, or participate in importation for the purpose of selling or possession, into the county, any non-indigenous predatory carnivores such as but not limited to:
 - (1) Lions, tigers, leopards, ocelots, jaguars, cheetahs, wolves and hybrids thereof; or
 - (2) Any dangerous animal which by its physical characteristics and natural instincts is capable of causing death or serious bodily injury to persons.
- (b) Exemption. This section shall not apply to traveling circuses or other exhibits permitted by federal and the general statutes regulations.

(Ord. of 1-7-02)

Sec. 14-11. - Animal fighting and baiting prohibited.

- (a) Causing, instigating or permitting. No person shall bait, cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between an animal and a human.
- (b) Facilities and equipment. It shall be unlawful for any person to maintain, own, or possess facilities or equipment for the purpose of training animals with the intent that the animal be used in fighting or baiting of such animal or any other animal. All equipment possessed with the intent to violate this chapter shall be contraband and seized whenever found, and be destroyed upon conviction of the possessor or owner under this chapter. This chapter does not prohibit the possession of facilities or equipment for the training of animals by kennels or animal obedience schools if such kennels or schools are registered with the state department of agriculture.
- (c) Transportation. It shall be unlawful for any person to transport an animal with the intent that the animal be used in fighting or baiting of such animal or any other animal.
- (d) Transfer. It shall be unlawful for any person to buy, sell, give transfer, or deliver an animal to another with the intent that the animal be used in fighting or baiting of such animal or any other animal.

(Ord. of 1-7-02)

Sec. 14-12. - Mistreatment of animals prohibited.

It shall be unlawful for any person to subject or cause to be subjected any animal to cruel treatment or deprive or cause to be deprived any domestic animal of adequate food, water, and necessary medical attention. Adequate shelter, protection from the weather, or humane, clean conditions shall be provided for dogs and cats.

- (1) Adequate food and water. No person owning or responsible for any domestic animal may fail to supply the animal with adequate food and water defined in this Section 14-1 of this Article.
- (2) Necessary medical attention. No person owning or responsible for any domestic animal shall fail to supply the animal with necessary medical attention when the animal suffers from illness, injury, or disease.
- (3) Adequate shelter, protection from the weather and humanely clean conditions. No persons owning or responsible for any dog or cat shall fail to provide the animal with adequate shelter in humanely clean conditions as those terms are defined in Section 14-1 of this Article.
 - a. When confinement prohibited. No animal may be confined in a building, enclosure, car, boat, vehicle or vessel of any kind when extreme heat or cold will be harmful to its health.
 - b. Prohibition Against Tethering of Dogs. It shall be unlawful to tether an unattended dog outdoors, including hunting dogs. When on the property of the dog owner, dogs may run loose when attended by a responsible person who can control the dogs either by voice commands or by a leash. When on the property of the dog owner, dogs may run unattended if kept in a penned area, secured enclosure or an area surrounded by an effectively operating electronic fence. The prohibition regarding when or where dogs may run loose shall not apply to hunting dogs when they are being used for lawful hunting purposes.
- (4) Properly fitted collars required. An owner/keeper of a dog or cat shall not permit injury or inflict pain upon such animal from an improperly fitting or embedded collar.

(Ord. of 1-7-02)

Sec. 14-13. - Cruel treatment prohibited.

- (a) Molestation, torture, etc., prohibited. It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure,

poison, abandon or subject to conditions detrimental to its health or general welfare any animal or to cause or procure such action. The words "torture" and "torment" and the term "cruelly beat or treat" shall be held to include any act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit an animal control officer, or veterinarians from euthanizing dangerous, unwanted, or injured animals in a humane manner. Violations of this subsection shall be designated a Class I misdemeanor.

- (b) Luring, enticing, seizing, molesting or teasing an animal. It shall be unlawful for any person to entice or lure any animal out of an enclosure or off the property of its owner or keeper, or to seize, molest or tease any animal while the animal is held or controlled by its owner or keeper, or while the animal is on the property of its owner or keeper. Such actions of luring, enticing and seizing shall not be construed to prohibit lawful taking of animals under the jurisdiction and regulations of this chapter by duly authorized animal control officers.
- (c) Abandonment. It shall be unlawful for any owner or person responsible for any domestic animal to drop or leave such animal on a street, road, highway, or in a public place or on private property with intent to abandon without provision for its continuous care, sustenance and shelter. No owner of a domestic animal shall abandon such animal except to relinquish the animal to the animal shelter. If the animal control unit finds that a domestic animal has been abandoned, the animal may be impounded. If the domestic animal has been abandoned in a house or within a fenced area, the animal control unit must make a reasonable effort to locate the owner or manager of the property. If the property owner or manager is not the animal owner, then the animal control unit shall secure permission to remove the animal. If the property owner is also the animal owner and this individual cannot be located, the animal control unit shall post notice on the door of the individual's residence for the period of 72 hours. An animal seized pursuant to this section shall be impounded for a period of five days. If the owner contacts the animal control unit to reclaim the animal, an explanation for the animal's abandonment must be provided to the satisfaction of the animal control supervisor before the animal is allowed to be reclaimed. If the animal is unclaimed by its owner after five days, the animal shall be placed for adoption or euthanized.
- (d) Transport of animals. It shall be unlawful for any person to transport an animal in the trunk of a vehicle, or closed compartment vehicle or trailer, or in a truck or the back of a truck in such a way as to cause pain, suffering, or death to the animal. Nothing in this section shall be deemed to prohibit the humane transportation of horses, cattle, sheep, poultry or other livestock in trailers or other vehicles designed, constructed, and adequate for the size and number of animals being transported.
- (e) Inspection of pet stores. Animal control officers shall have the authority to conduct inspections of pet stores, to the extent not pre-empted by state law, in order to determine if there is abuse of animals. Abuse of animals shall include any act described in this section or any other act which is detrimental to the well-being of the animal. It shall be unlawful for any pet store employee or owner to violate this section.
- (f) Authority to use force against animals. Nothing in this section shall prohibit the use of force against an animal which is in the act of attacking a human or domestic animal.

(Ord. of 1-7-02)

Sec. 14-14. - Destruction of animals that cannot be seized by reasonable means.

Notwithstanding any other provision of this chapter, a dog or cat that cannot be seized by reasonable and normal means, trapped in a humane, live-capture animal trap, or tranquilized, may be humanely destroyed in the field by the responding officer upon the authorization by the animal control supervisor. Vicious or dangerous/potentially dangerous animals so designated, or an animal attacking a human being, another pet, or livestock may be immediately destroyed if, in the opinion of the animal control officer, such destruction is necessary for the protection of the public health and safety.

(Ord. of 1-7-02)

Sec. 14-15. - Setting humane animal traps and authority to received trapped animals.

The animal control unit is authorized to place, upon request, live-capture animal traps on private or public property to trap and remove stray, at large, unwanted, or nuisance dogs or cats. It is unlawful for any person other than an animal control officer to remove any dog or cat from the trap or to damage, destroy, move, or tamper with the trap. The animal control unit is authorized to receive and impound animals that are trapped by other agencies or persons.

(Ord. of 1-7-02)

Sec. 14-16. - Impoundment.

- (a) In general. Any dog or cat found being mistreated or kept under unsanitary or inhumane conditions, as provided in section 14-12; any dog or cat found to be cruelly treated, as provided in section 14-13; any dog or cat found to be a public nuisance, as provided in section 14-6; any dog not under control in violation of section 14-6 [14-7]; or any dog or cat which appears to be lost, stray or unwanted, or any dog or cat is found to be not wearing a currently valid license or rabies vaccination tag as required, shall be seized, impounded, and confined by the animal control officer and confined in the animal shelter in a humane manner. Impoundment of such dog or cat shall not relieve the owner thereof of any penalty which may be imposed for violation of any provision of this chapter.
- (b) Notice to owner. Immediately upon impounding a dog or cat, the animal control officer shall make reasonable effort to notify the owner and inform such owner of the conditions whereby the animal may be redeemed.
- (c) Redemption by owner. The owner of a dog or cat impounded under this chapter may redeem the animal and regain possession thereof in accordance with the rules and fees set by the board of county commissioners in the policies for operation of the county animal shelter and by complying with all applicable provisions of this chapter and by paying all fees and penalties due. Fee rates shall be available for public inspection in the office of the clerk to the board of county commissioners and at the county animal shelter.
- (d) Adoption or euthanasia of unredeemed dog or cat.
 - (1) If any impounded dog or cat is not redeemed by the owner within the period prescribed in the policies for operation of the county animal shelter, filed as stated in subsection (c) above, then such animal may be offered for adoption or destroyed in a humane manner in accordance with such policies.
 - (2) No animal owner may be permitted to claim her/his animal under the provisions of this section unless and until s/he shall comply with the provisions of the policies for operation of the county animal shelter for same.
 - (3) All unsterilized dogs and cats adopted from the animal shelter shall be either spayed or neutered in accordance with the policies for operation of the county animal shelter. Written veterinary proof of sterilization shall be promptly provided by the adopter to the animal control unit. If the person adopting the unsterilized animal fails to cause the animal to be sterilized within the time prescribed by the animal shelter, such failure shall constitute a violation of this chapter and shall subject such person to a civil penalty.
- (e) Suspected rabid dogs or cats not to be redeemed or adopted. Notwithstanding any other provision of this chapter, dogs or cats impounded which appear to be suffering from rabies shall not be redeemed or adopted but shall be dealt with in accordance with G.S. chapter 130A.
- (f) Immediate placement for adoption or euthanization of animals surrendered by owner. An dog or cat, or unweaned animal surrendered by its owner to the animal control unit may be immediately placed for adoption or humanely destroyed at the discretion of the animal control supervisor without

compliance with requirements of this section when the owner transfers ownership of such animal to the animal control unit.

(Ord. of 1-7-02)

Sec. 14-17. - Redemption of unvaccinated animal.

- (a) Proof of vaccination. Unless proof of a current rabies vaccination can be furnished, every person who redeems a dog or cat at the animal shelter must obtain and submit the fee for a rabies vaccination to be administered at the time of redemption, or receive a citation for failure to vaccinate.
- (b) Payment. Payment for the rabies vaccination provided for this section will be the responsibility of the person redeeming the dog or cat.

(Ord. of 1-7-02)

Sec. 14-18. - Euthanasia of wounded, diseased, and unweaned animals.

Notwithstanding any other provision of this chapter, any dog or cat impounded which is badly wounded or diseased (not rabies suspect) and has no identification shall be destroyed immediately in a humane manner upon approval of the animal control supervisor or his/her designee. If the dog or cat has identification, the animal shelter shall attempt to notify the owner or keeper before euthanizing such animal. The animal control unit shall have no liability for euthanizing wounded or diseased animals.

(Ord. of 1-7-02)

Sec. 14-19. - Handling of stray dogs and cats by the public.

It shall be unlawful for any person, without the consent of the owner or keeper, knowingly and intentionally to harbor, keep in possession by confinement or otherwise any dog or cat that does not belong to him/her. Any person in possession of a stray dog or cat shall contact the animal control unit within three days to arrange for impoundment or advertise such stray animal in the local media for three consecutive days. Should the harboring of the stray animal select to advertise the animal, and the owner of such animal does not respond by the tenth day following the initial appearance of such stray dog or cat, the individual who has advertised shall be deemed the legal owner and shall abide by rules set forth within this chapter and the general statutes.

(Ord. of 1-7-02)

Sec. 14-20. - Relation to hunting laws.

Nothing in this chapter is intended to be in conflict with the general statutes regulating, restricting, authorizing or otherwise affecting dogs while used in lawful hunting.

(Ord. of 1-7-02)

Sec. 14-21. - Penalties.

The following penalties shall pertain to violations of this chapter:

- (1) Misdemeanor. The violation of any provision of this chapter shall be a misdemeanor and any person convicted of such violation shall be punishable as provided in G.S. 14-4 or other

applicable law. Each day's violation of this chapter is a separate offense. Payment of a fine imposed in criminal proceedings pursuant to this subsection does not relieve a person of his liability for taxes or fees imposed under this chapter.

- (2) **Enforcement.** Enforcement of this chapter may include any appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to G.S. 153A-123(d) and (e).
- (3) **Issuance of a citation.** Issuance of a citation for violation of this chapter is directed toward and against the owner and/or possessor of an animal. The purpose of the issuance of a citation is to affect the conduct of the owner of an animal by seeking to have an owner responsibly maintain sufficient restraint and confinement of his/her animal. An owner of an animal shall be subject to escalating penalties for each violation of the section, whether the animal is the same animal or any different animals belonging to the owner.
- (4) **Civil penalties.** In addition to and independent of any criminal penalties and other sanctions provided in this chapter, violation of this chapter may also subject the offender to the civil penalties hereinafter set forth.
 - a. The animal control supervisor, officers, sheriff, or sheriff's deputies may issue to the known owner/keeper of any animal, or to any other violator of the provisions of this chapter, a ticket or citation giving notice of the alleged violation(s). Tickets or citations so issued may be delivered in person or mailed by certified or registered mail to the person charged if that person cannot be readily found. The ticket or citation shall impose upon the violator a minimum civil penalty of \$25.00 or such greater amounts for offenses as may be set by ordinance. The imposed civil penalty shall be paid in full to the animal control unit within 14 days of receipt of the citation assessing the civil penalty. This civil penalty is in addition to other fees or costs authorized by this chapter.
 - b. In the event that the owner or keeper of an animal or other alleged violator does not appear in response to the above described ticket or citation, or the applicable civil penalty is not paid within the time period prescribed, a civil action may be commenced to recover the penalty and costs associated with collection of the penalty, and/or criminal summons may be issued against the owner or keeper or other alleged violator of this chapter, and upon conviction, the owner shall be punished as provided by state law. The animal control supervisor is expressly authorized to initiate and prosecute small claims actions in district court to collect civil penalties and fees due the department and may call on the jurisdiction's attorney for assistance as needed.
 - c. The following civil penalties are hereby established and subject to revision by the board of county commissioners for each incident violation of this chapter:

Animal Control Civil Penalty Fee Schedule

Section Violation	Description	Fee
14-5(A)	Interference of animal control officer, agent, or trap	250.00
14-5(B)	Concealment of animal to evade ordinance	100.00
14-6	Public nuisance:	
	First violation	25.00

	Second violation	50.00
	Subsequent violations	100.00
14-8	Keeping dangerous/potentially dangerous animal:	
	Unattended/Loose/Unrestrained	500.00
	Failure to tatoo/microchip	500.00
	Failure to notify of change of address or death	500.00
14-9	Collection of dogs and cats for resale	500.00
14-10	Keeping exotic animal	500.00
14-11	Animal fighting and baiting	500.00
14-12	Mistreatment of animals	500.00
14-13	Cruel treatment of animals	500.00
14-19	Keeping stray animal	50.00
14-27	Failure to obtain rabies vaccination	100.00
14-34	Release of suspected rabid animal	500.00
14-35	Rabies quarantine, failure to surrender	250.00

(Ord. of 1-7-02)

Secs. 14-22—14-26. - Reserved.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Buddy Wrenn, Emergency Management Coordinator

PRESENTER: Buddy Wrenn, Emergency Management Coordinator

SUBJECT: Emergency Management Performance Grant and Tier II Grant

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find a copy of the FY 2020 EMPG and Tier II noncompetitive grants application. This is a combined grant application.

The EMPG grant has a total program amount of \$41,250. This amount is generated from a formula based on the County's population. The County's in kind match is one half of the total program amount of \$20, 625. This grant has optional work activities to earn additional money. This has historically been \$15,000 to \$17,000 in additional funding.

The Tier II noncompetitive grant is a grant opportunity through our LEPC (Local Emergency Preparedness Committee). The grant allows for up to \$1000 to be reimbursed from the state in support of our local emergency planning committee.

ATTACHMENTS:

Description

▯ NCEM EMPG 2020

TOTAL COST:\$42,250

COUNTY COST:\$20,625 in kind

REQUEST: Approve the submission of the EMPG and Tier II grant applications, the receipt of funds, if awarded, and authorize the appropriate staff to execute the documents.

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection <i>Select answer "Yes" or "No" for each grant.</i>	
Are you applying for:	
- Emergency Management Performance Grant (EMPG)?	Yes
- Hazardous Materials Emergency Preparedness (HMEP)?	No
- North Carolina Tier II Competitive?	No
- North Carolina Tier II Noncompetitive?	Yes

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant <i>This is the agency applying for grants.</i>			
Applying agency	Halifax County Emergency Management		
Street address	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		
EIN/Tax ID number	56-6001836		
DUNS number	014305957		
SAM registered	Yes	Expiration date	11/19/2019
Is the agency applying as a nonprofit with 501(c)(3) status?			No
Your name	Buddy Wrenn		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact <i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	Buddy Wrenn		
Agency	Halifax County Emergency Management		
Title	Emergency Management Coordinator		
Phone (work)	252-583-2031	Phone (mobile)	252-308-7617
Street address	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		

Field help

EM program manager

EM program manager <i>This is the local EM grants manager.</i>			
Name	Buddy Wrenn		
Email	wrennb@halifaxnc.com		

[Field help](#)

Grants MOA signatory

Grants MOA signatory <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	Tony Brown		
Agency	Halifax County		
Title	County Manager		
Street address (not PO Box)	10 North King Street		
City	Halifax	ZIP + 4	27839-0038
Email	brownt@halifaxnc.com		
Name	Mary Duncan		
Agency	Halifax County		
Title	Finance Director		
Street address (not PO box)	10 North King Street		
City	Halifax	ZIP + 4	27839-0038
Email	duncanm@halifaxnc.com		

[Field help](#)

Projects

Enter requested project information for each grant checked under **Grants selection**.

EMPG

Point of contact (complete only if different from point of contact in [Contacts](#) section.)

Point of contact <i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Buddy Wrenn		
Agency	Halifax County Emergency Management		
Title	Emergency Management Coordinator		
Phone (work)	252-583-2031	Phone (mobile)	252-308-7617
Street address	10 North King Street		
City	Halifax	ZIP + 4	27839-9753
Email	wrennb@halifaxnc.com		

[Field help](#)

*MOA signatory (complete only if different from MOA signatory in **Contacts** section.)*

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Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Finance director

Finance director <i>The signature of the finance director of the agency is required for the memorandum of agreement.</i>	
Name	Mary Duncan
Email	duncanm@halifaxnc.com

Field help

Project information

General information <i>Enter information describing the project.</i>	
Title	Local Emergency Management Project
Description	Maintain emergency operations plan, support mass care services and sheltering, mass notification system, maintenance of equipment as authorized under EMPG, develop training opportunities
Goal	Our goal is to be more prepared as a county for emergencies
Construction/renovation required	No
Structural attachment required	No
Core capabilities addressed <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>	
Primary	Planning
Secondary	Public Information and Warning
Project timeline milestones <i>List the major project events and their completion dates.</i>	
Milestone	Completion Date
Receive Grant Award	1/2020
Supplies/Equipment purchases	3/2020
Training and Exercise projects	6/2020
Complete project activity	9/2020
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.

Field help

Budget

Complete **Organization details** if any personnel is funded by this grant, then complete the **Planning/Organization/Equipment/Training/Exercises costs** section.

Organization details

Enter the requested information if any personnel are funded by this grant.

EM program manager <i>Complete for EM program manager activity only.</i>	
Time allotted for EM	100%
Salary	58942
Date of employment in current position	5/2/2016
All personnel <i>Complete for all personnel supported by funds from this project.</i>	
All EMPG program funds (federal and match) allocated towards local emergency management personnel	58942
All EMPG Program funds (federal and match) allocated towards non-local emergency management personnel	0
Total number of local emergency management full-time equivalent(FTE) personnel, including those supported and not supported by the EMPG Program	1
Number of local emergency management FTE personnel supported (fully or partially) by the EMPG Program	1
Number of local emergency management personnel supported (fully or partially) by the EMPG Program	1

Field help

Planning/Organization/Equipment/Organization/Training/Exercises (POETE) costs

Estimated Costs <i>For each cost item select an activity area and then enter a description and the cost amounts. Enter the total.</i>				
Activity area	Description	Funding amount	Match amount	Total amount
Equipment	04AP-09-ALRT-Systems, Public Notification and Warning	8000	8000	Enter total.
Training	Local training and travel to training	5000	5000	Enter total.
Exercises	Functional or Full Scale	10000	10000	Enter total.
Equipment	04HW-01-MOBL-Computer, Mobile Data	5000	5000	Enter total.
Equipment	06CP-01-PORT - Radio, Portable	12000	12000	Enter total.
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Total estimated costs		40000	40000	Enter total.

Field help

- Activity area** A selection of either Planning, Organization, Equipment, Training, or Exercise (POETE).
- Description** A description of the cost item. Equipment must be AEL-listed (<https://www.fema.gov/authorized-equipment-list>). [Example: AEL number, item description]
- Funding amount** Grant amount applied to the cost item.
- Match amount** Local match amount applied to the cost item.
- Total amount** Funding amount + Match amount.
- Total estimated costs** Totals of each of the "amount" columns.

Additional information (if needed)

Add any information not accommodated by the application form here.

Project information <i>Enter additional project information in the space below.</i>

HMEP

North Carolina Tier II Competitive

North Carolina Tier II Noncompetitive

Enter requested information in the sections listed below.

*Point of contact (Complete only if different from point of contact in **Contacts** section.)*

Point of contact <i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Phone (work)	Click or tap here to enter text.	Phone (mobile)	Click or tap here to enter text.
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

*MOA signatory (Complete only if different from MOA signatory in **Contacts** section.)*

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Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO Box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

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Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.
Street address, City, ZIP + 4, email	The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Project information

General information <i>Enter information describing the project.</i>	
Title	Halifax County Tier II LEPC Grant
Description	Support Halifax County's LEPC by hosting meetings and providing outreach and collaborations with public and private partners. Support any hazardous materials exercises or response. Support LEPC purchase of any pre-approved equipment. Deliverables will be enhanced public and private preparedness for hazardous materials response. This will include first responders, support, and private partners.
Goal	Be more prepared for local hazmat incident
Scope	Local
Request RRT participation	No

[Field help](#)

Budget

Costs <i>Enter a description and cost for each budget item.</i>		
Activity area	Description	Amount
Planning	Support meetings, food, beverages	200
Equipment	Offices Supplies	150
Equipment	Promotional Materials	200
Equipment	Pre-approved equipment that supports LEPC mission	500
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Choose an item.	Click or tap here to enter text.	Enter amount.
Total cost		1050

[Field help](#)

[Additional information \(if needed\)](#)

Add any information not accommodated by the application form here.

Project information <i>Enter additional project information in the space below.</i>

Certification

Certification <i>Review each certification item and check where appropriate.</i>	
I certify that:	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> This application includes complete and accurate information. <input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. <input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. <input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding. <input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). <input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted. <input type="checkbox"/> If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. <input checked="" type="checkbox"/> (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Cathy A. Scott, Economic Development Director

PRESENTER: Cathy A. Scott, Economic Development Director

SUBJECT: Award of Contract for JBB Packaging Rail Spur

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached please find the Bid Tabulation and Letter of Recommendation from CivilSmith LLC, engineers for the JBB Packaging Rail Spur Project, recommending award of the rail spur construction contract to STX Corporation at a price of \$529,220.

Halifax County's funding for this project is from NC Railroad (\$400,000) and the NC Department of Transportation (\$200,000) totaling \$600,000. We have an executed contract with CivilSmith for engineering, design, and construction administration/observation for \$74,260, resulting in a potential \$3,480 shortfall in total project funding. JBB Packaging has agreed to cover the anticipated shortfall and will provide a letter of commitment to Halifax County prior to the meeting on October 21. An Amended Project Budget Ordinance has been prepared to reflect this change and is attached.

ATTACHMENTS:

Description

- ▢ JBB Rail Spur Bid Tabulation
- ▢ JBB Rail Spur Recommendation Letter
- ▢ Amended Grant Project Ordinance - JBB

TOTAL COST:\$529,220

COUNTY COST:0

REQUEST: Approve the Amended Project Budget Ordinance

Award the contract for construction of the JBB Packaging Rail Spur to STX Corporation for \$529,220.00

Item No.	Description	Units	Est. Quantity	Contractor					
				Civil Works Contracting		STX Corporation		Tarheel Railroad Construction Co.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$26,510.00	\$26,510.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
2	CONSTRUCTION STAKEOUT	LS	1	\$5,555.00	\$5,555.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
3	F & I 6” layer of compacted sub-ballast(CABC stone) on top of prepared track roadbed subgrade.	TN	900	\$45.50	\$40,950.00	\$21.00	\$18,900.00	\$45.00	\$40,500.00
4	F & I Track – Complete: <u>Min.</u> 115# Jtd. Rail, Grade 4/5 Timber Ties, Ballast.	TF	1,063	\$223.50	\$237,580.50	\$155.00	\$164,765.00	\$159.70	\$169,761.10
5	F & I Track Materials for Upgrading the Portion of existing Track #1 from Sta.1+50 to 9+80 to Include: 115# min. Rail, OTM, Grade 4/5 Ties, Surfacing Ballast. Includes Removal of 90# Rail, OTM, and Ties from the Site. 45% Tie Replacement with Light Surfacing	TF	830	\$187.50	\$155,625.00	\$125.00	\$103,750.00	\$134.00	\$111,220.00
6	Existing Track #1 Demolition: 90# Jtd. Rail, OTM, Timber Ties, fouled ballast. Removed from site. (Sta.9+80 to 16+75)	TF	695	\$23.50	\$16,332.50	\$22.00	\$15,290.00	\$5.00	\$3,475.00
7	F & I Walkway Stone within rail unloading areas. Gradation shall generally match “3/4 inch” washed aggregate.	TN	300	\$57.00	\$17,100.00	\$35.00	\$10,500.00	\$33.35	\$10,005.00
8	F & I No. 8 Turnout – Complete: Min. 115# - Per CSX Diagram 2247 with Sampson switch points and stock rails, SMSG frog, bow handle throw, timber switch ties.	EA	1	\$74,000.00	\$74,000.00	\$55,000.00	\$55,000.00	\$65,000.00	\$65,000.00
9	F & I Vertical Lift Derail – Min. 115#, Timber Ties. Install into existing lead track Station 2+50 per CSX Diagram 2252.	EA	1	\$27,000.00	\$27,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00
10	F & I Hayes Type WG Bumping Posts - Complete on Timber Ties.	EA	2	\$6,850.00	\$13,700.00	\$4,100.00	\$8,200.00	\$3,200.00	\$6,400.00
11	Earthwork – Cut and Use Onsite for Fill, Haul away surplus Offsite (Approximately 3,150 CY Unclassified Excavation)	LS	1	\$130,500.00	\$130,500.00	\$53,000.00	\$53,000.00	\$77,000.00	\$77,000.00
12	Clearing & Grubbing	AC	0.9	\$31,500.00	\$28,350.00	\$5,500.00	\$4,950.00	\$11,500.00	\$10,350.00
13	Vegetation Control - Remove overhanging tree limbs, brush, and weeds along Existing Track #1 from Sta. 1+50 to 9+80 to Provide 15 feet Clearance from C/L of Track from T/R to 25’ above T/R. Remove from site.	LS	1	\$8,200.00	\$8,200.00	\$1,700.00	\$1,700.00	\$9,500.00	\$9,500.00
14	Undercut Excavation (Off-Site Disposal) and Replace with Select Backfill (In Place Off Site Structural Fill)	CY	500	\$87.00	\$43,500.00	\$17.00	\$8,500.00	\$50.00	\$25,000.00
15	Track Roadbed Repair – At Sta.3+16, repair bad footing area with rip-rap stone and #5 Ballast (20 Tons +/- aggregate)	LS	1	\$4,600.00	\$4,600.00	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00
16	Removed existing pile of old timber ties near Sta.11+00 from site. (150 ties +/-)	LS	1	\$2,220.00	\$2,220.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00
17	12” CMP (Temporary for Construction Exit)	LF	20	\$88.00	\$1,760.00	\$25.00	\$500.00	\$18.00	\$360.00
18	Dust Control	LS	1	\$12,300.00	\$12,300.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
19	Check Dam	EA	12	\$467.00	\$5,604.00	\$250.00	\$3,000.00	\$385.00	\$4,620.00
20	Construction Entrance/Exit	EA	1	\$3,481.00	\$3,481.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00
21	Silt Fence	LF	700	\$4.25	\$2,975.00	\$6.00	\$4,200.00	\$12.00	\$8,400.00
22	Temporary Seeding & Mulching	AC	1.3	\$3,425.00	\$4,452.50	\$1,500.00	\$1,950.00	\$4,500.00	\$5,850.00
23	Construction Road Stabilization	SF	320	\$6.25	\$2,000.00	\$7.00	\$2,240.00	\$16.00	\$5,120.00
24	Grass Lined Channel	LF	1,300	\$6.75	\$8,775.00	\$2.50	\$3,250.00	\$10.00	\$13,000.00
25	Permanent Seeding & Mulching	AC	0.75	\$4,000.00	\$3,000.00	\$2,700.00	\$2,025.00	\$5,500.00	\$4,125.00
TOTAL BASE BID					\$876,070.50		\$529,220.00		\$628,186.10

I hereby certify that this bid tabulation is a true and accurate representation of all bids received on October 10th, 2019.

Tara L. Maner

Tara L. Maner NC PE # 034648
CivilSmith, PLLC NC Firm # P-0761

Contractor used Add Alternate for this item that was not approved prior to bid submittal.



October 11, 2019

Ms. Cathy A. Scott
Executive Director
Halifax County Economic Development Commission
260 Premier Boulevard
Roanoke Rapids, NC 27870

**Re: Proposed Track Rehabilitation and Construction to Serve JBB Packaging, LLC
Bid Recommendation**

Dear Ms. Scott:

Bids for the above mentioned project were received by the Halifax County Office of the County Manager at 2:00 pm on Thursday, October 10, 2019. The bid prices for each bidder are shown below. Itemized unit prices are listed in the attached Bid Tabulation.

Civil Works Contracting LLC	\$876,070.50
STX Corporation	\$529,220.00
Tarheel Railroad Construction Company, Inc.	\$628,186.10

The bid of STX Corporation is considered to be competitive and in line with present rail construction pricing levels. STX Corporation is considered to be the lowest responsible Bidder. Therefore, it is recommended that the contract should be awarded to STX Corporation.

Thank you for your consideration of this recommendation,

CivilSmith, PLLC

Tara L. Maner, P.E.

Attachment

Cc: distributed via email
Dave Cron, JBB Packaging, LLC
Robert J. Maner, CivilSmith, PLLC
Glynn Rollins, Halifax County

ph. 423.624.1187

info@civilsmithllc.com
civilsmithllc.com

PO Box 8634
Chattanooga, TN 37414

Proposed Track Rehabilitation and Construction to Serve JBB Packaging, LLC, Halifax County, NC

**AMENDED Grant Project Ordinance
JBB Packaging Rail Spur Project
Halifax County, North Carolina**

Be it ordained by the Board of Commissioners of Halifax County that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1: The project authorized is the JBB Packaging Rail Spur Project.

Section 2: The officers of this unit of government are hereby directed to proceed with the grant project within the terms of the grant agreements, the rules and regulations of North Carolina Railroad Company and the North Carolina Department of Transportation, and the budget contained herein.

Section 3: The following revenues are anticipated to be available to complete this project:

North Carolina Railroad Company (NCRR) Grant	\$400,000.00
NC Department of Transportation (NCDOT) Rail Access Funds	\$200,000.00
JBB Packaging LLC	\$ 3,480.00
Total	\$603,480.00

Section 4: The following expenditure are anticipated for this project:

Rail Spur Construction	\$529,220.00
Rail Engineering & Construction Administration/Observation	\$ 74,260.00
Grand Total	\$603,480.00

Section 5: The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient detailed account to provide the accounting to the North Carolina Railroad Company and North Carolina Department of Transportation required by the Grant Agreements and other state or federal regulations.

Section 6: If all grant agreements identified in this project ordinance are in proper order, funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests will be made to the grant agencies in a timely and effective manner, with immediate repayment to the General Fund upon receipt.

Section 7: Copies of this Grant Project Ordinance shall be entered into the minutes of the governing board within five days after adoption and be filed with the Finance Director, Budget Officer, County Manager, and the Clerk to the Board.

Adopted this 21st Day of October, 2019.

ATTEST:

Vernon J. Bryant, Chairman

Mary Anderson- Faison, Deputy Clerk to the Board



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: M. Glynn Rollins, Jr., County Attorney

PRESENTER: M. Glynn Rollins, Jr., County Attorney

SUBJECT: Lease of County Property to Easter Seals/UCP

DATE: October 21, 2019 Regular Meeting

SUPPORTING INFORMATION:

County staff and Easter Seals UCP North Carolina & Virginia, Inc. ("Easter Seals/ UCP"), have negotiated a lease for the county's property at 1710 Watkins Drive, Weldon, NC. Easter Seals/UCP will lease the Property for an initial 24 month term effective as of July 1, 2019, and ending June 30, 2021, with rent during the initial term of \$1,800.00 per month. The lease provides for successive renewal terms of 24 months with an increase in rent of five percent for each renewal term. The last renewal term must end on or before June 30, 2029. The lease may be terminated by the county with 180 days notice. A copy of the lease is attached to this agenda item.

ATTACHMENTS:

Description

- ▢ Public Notice of Intent to Lease
- ▢ Proposed Lease
- ▢ Resolution Authorizing Lease of Property

TOTAL COST:n/a

COUNTY COST:n/a

REQUEST: Consider approval of this lease by adoption of the attached Resolution.

PUBLIC NOTICE
LEASE OF COUNTY PROPERTY

Halifax County intends to enter into a lease of certain real property consisting of 2.1 acres of land and a 10,300 square ft. building located at 1710 Watkins Drive, Weldon, NC (the Property) to Easter Seals UCP North Carolina & Virginia, Inc., for an initial 24 month term effective as of July 1, 2019, and ending June 30, 2021, with rent during the initial term of \$1,800.00 per month. There may be successive renewal terms of 24 months with an increase in rent of five percent for each renewal term, with the last renewal term ending on or before June 30, 2029;

The Board will take action on this matter at its regular meeting on October 21, 2019, at 5:30 p.m., in the Commissioners Meeting Room located on the second floor of the Historic Courthouse, 10 North King St., Halifax, North Carolina. All persons interested in this matter are invited to attend this meeting of the Board.

The County of Halifax will provide reasonable accommodation and service for any qualified disabled person who wishes to attend the meeting. To request such accommodations please contact Andrea H. Wiggins, Clerk to the Board, at (252) 583-1131 three (3) days prior to the meeting.

September 19, 2019

Andrea H. Wiggins, MMC
Clerk to the Board

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HALIFAX

THIS LEASE AGREEMENT (this "Lease") is entered into effective July 1, 2019 (the "Commencement Date"), by and between **Halifax County**, a body corporate and politic authorized by the laws of North Carolina ("Lessor"), and **Easter Seals UCP North Carolina & Virginia, Inc.**, a North Carolina non-profit corporation ("Lessee"), jointly referred to as the "Parties";

WITNESSETH:

Whereas, Lessor owns the Leased Premises (as defined below), and Lessee desires to lease the Leased Premises and Lessor desires to lease the Leased Premises to Lessee pursuant to the terms and conditions of this Lease; and

Whereas, pursuant to G.S. 160A-272, the Halifax County Board of Commissioners, after public notice and after determining that the Leased Premises will not be needed by the County for the term of the Lease, approved a resolution authorizing execution of the Lease on October 21, 2019;

Now, therefore in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. Lease of Premises. Lessor, in consideration of the covenants and agreements to be performed by Lessee, and upon the terms and conditions hereinafter stated, does hereby rent and lease unto Lessee certain parcel of land, and all improvements thereon, located at 1710 Watkins Road, Weldon, North Carolina, and more particularly described in that certain deed recorded in Book 1440, Page 467, Halifax Public Registry (collectively, the "Leased Premises").

2. Term; Termination.

(a) Term. The term of this Lease shall commence on July 1, 2019, and end on June 30, 2021, unless sooner terminated in accordance with the terms of this Lease (the "Term").

(b) Termination. This Lease may be terminated at any time during the Term, (i) by the mutual written consent of Lessor and Lessee, (ii) by Lessee at any time upon at least 60 days prior written notice to Lessor, (iii) by Lessor at any time upon at least 180 days prior written notice to Lessee, (iv) by Lessee in accordance with Section 11 or Section 13(b), or (v) by Lessor in accordance with Subsection 10(b).

(c) Renewal of Term. At the option of Lessee, the Term (or a Renewal Term as defined below) may be extended for successive periods of twenty-four (24) months (a "Renewal Term"), provided the Lessee gives at prior written notice to Lessor of its intent to opt for a Renewal Term at least 60 days before the end of the Term or the preceding Renewal Term. Each Renewal Term shall begin on July 1. Provided, no Renewal Term shall extend beyond June 30, 2029 (ten years from the Commencement Date).

3. Rent. As consideration for the use of the Leased Premises, Lessee agrees to pay an amount equal to \$1,800.00 per month (the "Rent"), which Rent shall be due and payable on or before the 5th day of each calendar month during the Term. Provided, Rent which is due for the period of time

from the Commencement Date to the date of signing of this Lease shall be due and payable immediately upon execution of this Lease. For each Renewal Term (see Section 2(c)) the monthly Rent shall be increased by five percent (5%) of the Rent for the preceding Term or Renewal Term.

4. **Taxes.** Lessee shall be solely responsible for the payment of any taxes, fees, and assessments imposed or assessed upon Lessee's income, business operations, equipment, fixtures, and other personal property or assets. Lessor shall, at its sole cost and expense, pay prior to delinquency all applicable real estate taxes, fees and assessments assessed by any lawful authority against all of the real estate which is now or hereafter becomes a part of the Leased Premises.

5. **Possession and Use of the Leased Premises.** Lessee shall be entitled to possession on the Commencement Date and shall yield possession back to Lessor at the time and date of the expiration or termination of this Lease. Lessee's use and occupancy of the Leased Premises shall at all times comply with applicable laws, ordinances, rules, and regulations of governmental authorities.

6. **Alterations.** Lessee shall make no alterations, additions, or improvements (collectively, "Alterations") to the Leased Premises without the prior written consent of Lessor, not to be unreasonably withheld, conditioned or delayed. All Alterations made by, for, or at the direction of Lessee shall, when made, become the property of Lessor and shall remain upon and be surrendered with the Leased Premises at the expiration or termination of this Lease. Notwithstanding anything contained herein to the contrary, Lessee is permitted to install IT data infrastructure provided the IT data infrastructure does not materially negatively affect the structure of the Leased Premises, and Lessee shall have the right, but not the obligation, to remove same at the expiration or earlier termination of the Term.

7. **Utilities, Janitorial Expenses.** Lessee shall be responsible for the payment of all utilities at the Leased Premises and the provision of all janitorial services and supplies provided to the Leased Premises.

8. **Care and Maintenance of the Leased Premises.** Except as provided otherwise in this Section 8 or elsewhere, Lessee shall generally maintain the Leased Premises and keep the same clean and in good repair, including lawn maintenance. Lessor shall keep the roof, structural parts of the floor, walls, and other structural parts of the Leased Premises in good repair. Lessor shall maintain and make necessary repairs to the sanitary sewer system, plumbing, water pipes, and electrical wiring as well as the heating, ventilating, and air conditioning equipment. Lessee shall not knowingly permit or allow the Leased Premises to be damaged or depreciated in value by any act or negligence of Lessee, its agents, employees, invitees, or guests.

9. **Insurance.** Lessor shall maintain in effect at all times during the Term fire and extended coverage insurance insuring the Leased Premises in an amount equal to the full replacement value of the Leased Premises. Lessor shall have no obligation to insure any property or equipment of Lessee and Lessee shall procure and maintain at its expense throughout the Term a policy or policies of commercial property insurance, issued on an "all risks" basis, and insuring the full replacement cost of its furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained in the Leased Premises. Lessee also shall procure and maintain at its expense throughout the Term a policy or policies of commercial general liability insurance, insuring Lessee against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Leased Premises, or arising out of the activities of Lessee, its agents, contractors, employees, or guests in the Leased Premises. Lessee agrees to list Lessor as an additional insured under its commercial general liability policy. Lessor and Lessee each shall have included in all

policies of property insurance respectively obtained by them a waiver by the insurer of all rights of subrogation against the other in connection with any loss or damage thereby insured against. To the full extent permitted by law, each of Lessor and Lessee waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent that such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage, and the proceeds of such insurance are actually collected.

10. Lessee's Default.

(a) The following events shall be deemed to be events of default by Lessee under this Lease: (i) Lessee shall fail to pay any installment of Rent or any other charge or assessment against Lessee pursuant to the terms hereof within thirty (30) days after the due date thereof; (ii) Lessee shall fail to comply with any term, provision, covenant, or warranty made under this Lease by Lessee other than the payment of the Rent or any other charge or assessment payable by Lessee, and does not cure such failure within a reasonable time not to exceed thirty (30) days after written notice thereof to Lessee; (iii) Lessee shall file a petition under any Section or Chapter of the federal Bankruptcy Code, as amended, or under similar law or statute of the United States or any state thereof, or there shall be filed against Lessee a petition of bankruptcy or insolvency or a similar proceeding, or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee; or (iv) Lessee shall do or permit to be done anything which creates a lien upon the Leased Premises that is not released or bonded off within thirty (30) days after Lessee receives notice thereof.

(b) In the event of the occurrence of an Event of Default as defined in Subsection 10(a), above, Lessor shall provide written notice to Lessee, and Lessee shall have thirty (30) days in which to cure the default; provided, however, in the event of default by non-payment, Lessee shall cure such default within ten (10) days of Lessor's notice of same. Upon Lessee's failure to cure, Lessor shall have the right, in its sole discretion, to pursue any remedy at law or in equity, including but not limited to one or more of the following: (i) terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor; and/or (ii) terminate Lessee's right of possession without terminating this Lease, and retake and relet the Leased Premises.

11. Lessor's Default. If Lessor fails to perform any of Lessor's obligations under this Lease, Lessee gives Lessor written notice setting forth in reasonable detail the nature of the default, and such default continues for either (a) three (3) business days after the giving of the notice in the case of a default that materially negatively affects Lessee's use and enjoyment of the Leased Premises, or (b) thirty (30) days after the giving of the notice in all other cases, Lessee, without thereby waiving the default, and in addition to any other right or remedy of Lessee, shall have the right (but shall not be obligated) to terminate this Lease upon providing written notice to Lessor. Lessor acknowledges and agrees that Lessee's use and enjoyment of the Leased Premises shall be materially negatively affected if any of the utilities are disconnected or service is interrupted for more than forty-eight (48) hours, including, without limitation, a disconnection or interruption in air conditioning or heat to the Leased Premises.

12. Quiet Enjoyment. Lessor warrants that it has full right and authority to enter into this Lease and perform its obligations hereunder, and Lessor covenants that during the Term of this Lease Lessor shall not cause or suffer anything to be done which will impair Lessee's leasehold interest and rights hereunder. Lessor shall defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the Term.

13. Destruction.

(a) Partial Destruction of the Leased Premises. If the Leased Premises shall be partially destroyed by fire, or other casualty, whereby the Leased Premises shall be rendered unusable only in part, Lessor shall cause the damage to be repaired, and this Lease shall remain in full force and effect, but Rent shall be prorated based upon the portion of the Leased Premises that remains useable.

(b) Total Destruction of the Leased Premises. If by reason of fire or other casualty the Leased Premises shall be rendered wholly unusable, or if the damage results from a cause not covered by fire and extended coverage insurance that Lessor is required to maintain pursuant to the terms of this Lease, Lessee shall have the option to terminate this Lease by providing Lessor with Notice thereof within thirty (30) days after the casualty, in which event this Lease shall cease as of the date of said damage or destruction.

14. Hazardous Materials. Lessee shall not bring onto the Leased Premises any Hazardous Materials (as defined below) except in compliance with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations, and laws, whether now in force or hereafter adopted relating to Lessee's use of the Leased Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"). Lessee covenants that it shall refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Leased Premises and Lessee shall remove all Hazardous Materials from the Leased Premises which were placed or stored there by Lessee, upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.

15. Lessor's Right of Entry. Lessor and its agents, employees, and independent contractors shall have the right to enter the Leased Premises at reasonable hours to inspect and examine same, and to make repairs, additions, alterations, and improvements; provided, however, that Lessor shall, except in case of emergency, afford Lessee such prior notification of an entry into the Leased Premises as shall be reasonably practicable under the circumstances, and, to the extent possible, undertake not to disrupt Lessee's business on the Leased Premises during normal business hours.

16. Surrender of Premises. Upon the expiration or other termination of this Lease, Lessee shall quit and surrender to Lessor the Leased Premises, broom clean in the same condition as it received it on the Commencement Date, reasonable wear and tear, and repairs and maintenance required to be made by Lessor under this Lease only excepted, and Lessee shall remove all of its equipment, belongings, and fixtures from the Leased Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

17. Signs. Lessee shall have the right to install signage on or about the Leased Premises and the Building as determined by Lessee provided that such signage, and Lessee's installation thereof, shall comply with all applicable local codes and ordinances.

18. Notices. Any notice required under this Agreement shall be in writing, and delivered by registered or certified mail to the other party at the last known business address of such party unless such party gives notice in writing to the other party of another address to which such notice shall be sent. Hand delivery to such address shall also suffice if signed for by a representative of the party receiving the notice.

19. **Assignment, Subletting and Hypothecation Lessee Prohibited.** Lessee shall not assign this Lease or any interest herein in whole or in part, or sublet all or any portion of the Leased Premises, or mortgage, pledge, encumber or hypothecate any portion of the Leased Premises.

20. **Miscellaneous.** This Lease contains the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

21. **Governing Law.** This Lease shall be governed by the laws of the State of North Carolina.

22. **Relationship.** This Lease does not constitute an agreement of partnership or joint venture, and does not create a relationship of principal and agent. Neither party shall have the authority to act as agent of the other for any purpose. The parties are, and shall remain, independent actors responsible for all their respective obligations and responsibilities.

23. **Notices.** Any communication required or permitted by this Lease must be in writing except as expressly provided otherwise herein. Such communication shall be sufficiently given when delivered by hand or upon receipt after being mailed by certified mail, return receipt requested, and addressed as follows:

If to the Lessee:

Mr. Lathan Bragg
Facilities & Fleet Manager
Easter Seals UCP North Carolina &
Virginia, Inc.
5171 Glenwood Ave., Suite 211
Raleigh, NC 27612

If to the Lessor:

Mr. Tony N. Brown
Halifax County Manager (or successor)
Post Office Box 38
Halifax, North Carolina 27839

24. **Waiver.** No waiver of any of the provisions of this Lease or of any breach or violation of any provision of this Lease shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Lease shall not operate or be construed to be a waiver of any subsequent breach hereof.

25. **Execution of Agreement; Counterparts.** This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

[This space intentionally blank. Signatures on following page]

IN WITNESS WHEREOF, the duly authorized officers of Lessor and Lessee have executed this Lease in duplicate originals effective as of the date first written above (the Commencement Date), it being understood that the Lessee may execute this Lease prior to adoption of the county board of commissioners resolution referenced herein.

Lessor:

Halifax County, a body corporate and politic
authorized by the laws of North Carolina

By: _____
Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

Date: _____

Attest: _____
Andrea H. Wiggins, Clerk to the Board

Lessee:

Easter Seals UCP North Carolina & Virginia, Inc., a
North Carolina non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

Resolution Authorizing the Lease of Property For More Than One Year
Pursuant to G.S. 160A-272(a) and (a1)
(1710 Watkins Drive, Weldon, NC)

Whereas, Halifax County (the County) owns certain real property located in Weldon Township that includes 2.10 acres of land, more or less, and a 10,300 sq. ft. light industrial building located at 1710 Watkins Drive, Weldon, NC, more particularly identified on the county tax records as Parcel No. 1203289, and described in that certain deed recorded in Book 1440, Page 467, Halifax Public Registry (the Property); and

Whereas, the County does not presently have use for the Property and it is not anticipated that the County will not use for the Property during the term of the lease described below; and

Whereas, the County and Easter Seals UCP North Carolina & Virginia, Inc. ("Easter Seals/UCP"), have agreed upon a lease for the Property under which Easter Seals/UCP will lease the Property for an initial 24 month term effective as of July 1, 2019, and ending June 30, 2021, with rent during the initial term of \$1,800.00 per month; and

Whereas, the lease provides for successive renewal terms of 24 months with an increase in rent of five percent for each renewal term, provided however, that the last renewal term shall end on or before June 30, 2029; and

Whereas, a copy of the proposed lease has been presented to the board of commissioners; and

Whereas, under G.S. 160A-272(a) and (a1) the County is authorized to enter into leases of more than one year but not more than ten years upon resolution of the board of county commissioners adopted at a regular meeting after thirty (30) days public notice; and

Whereas, the required notice has been published and the board of commissioners is this day convened in a regular meeting;

NOW, THEREFORE, THE HALIFAX COUNTY BOARD OF COMMISSIONERS RESOLVES that the lease of the county property described above to Easter Seals UCP North Carolina & Virginia, Inc., is approved and the appropriate county officers and staff are directed to execute any instruments necessary to effectuate the lease.

Adopted this 21st day of October, 2019.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

Mary Anderson- Faison
Deputy Clerk to the Board