



Be an original.

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388

[p] 704-216-8900

[f] 704-216-8921

To: Rowan County Board of Commissioners

From: TJ Brown, Emergency Management Division Chief

Date: November 25, 2020

Re: Hazardous Material Emergency Preparedness Grant Program Application

Our department has been awarded a US Department of Transportation Hazardous Materials Emergency Preparedness (HMEP) Planning Grant funds. The HMEP funds are awarded to jurisdictions for enhancing preparedness for transportation incidents involving hazardous materials. Examples of these include:

- Joint/regional activities that address identified gaps in capabilities and include responders from multiple jurisdictions and disciplines
- Exercises of chemical emergency response plans that actively engage Risk Management Plan (RMP) facilities
- Development of emergency response plans with a clearly identifiable hazardous materials focus or the development or update of the hazardous materials annex to the County Plan
- LEPC outreach and training events involving local responders and industry

In two previous grant cycles, Rowan County was awarded funding to conduct enhanced response planning for 21 of our local hazardous chemical facilities. We will use these funds to continue our enhanced response planning for our local facilities.

Staff recommends approval of the award of non-matching grant funds.



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

Hazardous Material Emergency Preparedness Grant Program (HMEP)

Fiscal Year 2020

AL #: 20.703

Grant#: 693JK31940033HMEP

SUBAWARD NOTIFICATION

TJ Brown
Rowan County
2727 Old Concord Rd.
Salisbury, NC 28146-6319

Period of Performance: October 1, 2020 to September 30, 2021
Project Title: HMEP Enhanced Hazardous Chemical Facility Pla
Total Amount of Award: \$9,600.00
MOA #: 2060015

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Hazardous Material Emergency Preparedness Grant Program (HMEP) has been approved for funding. In accordance with the provisions of FY 2020 HMEP 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
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Michael A. Sprayberry, Executive Director

Hazardous Materials Emergency Preparedness (HMEP)

Fiscal Year 2020

CFDA #: 20.703

Grant #: 693JK31940033HMEP

Memorandum of Agreement (MOA)

between

Recipient:State of North Carolina
Department of Public Safety
Emergency Management**Subrecipient:**Rowan County
Tax ID/EIN #: 566000336-A
Duns #: 074494014**MOA #:** 2060015**Award amount:** \$9,600.00**Period of performance:**

October 1, 2020 to September 30, 2021

1. Purpose

The purpose of this MOA is to establish responsibilities and procedures to implement the terms of the US Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), HMEP Grant Program. A copy of the complete federal grant instructions is available at www.phmsa.dot.gov. This MOA is to set forth terms by which the Recipient shall provide HMEP funding to the Subrecipient for projects related to emergency management planning, training and exercise that pertain to transportation of hazardous materials. For a more detailed description of the approved Scope of Work, see Attachment 1.

2. Program Authorization and Regulations

This MOA and the Hazardous Materials Emergency Preparedness Grant Program (HMEP) are governed by the following: (1) The Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 5101 *et. seq.*; (2) 49 Code of Federal Regulations (C.F.R.) Part 110.; (3) Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. § 11001 *et. seq.*; (4) 2 CFR Part 200; (5) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5144 *et. seq.*; (6) where applicable, it will comply with Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 *et seq.*, Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, Sections 306 and 508 of the Clean Air Act, 42 U.S.C. § 1857(h) and § 1368, Executive Order 11738, the Americans With Disabilities Act; (7) 42 U.S.C. § 12001 *et. seq.*, the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities; (7) the Hatch Act, which limits the political activity of employees; (8) FY 2019 HMEP Notice of Funding Opportunity (NOFO) available at www.phmsa.dot.gov; (9) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.phmsa.dot.gov; (10) the N.C. 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-6-21, 143C-6-22, 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. Compensation

Expenditures by the Subrecipient under this MOA will be reimbursed as the Subrecipient's cost reports reflecting proof of payment (i.e., invoices, contracts, itemized expenses) are submitted and approved for completed eligible scope of work activity.

4. 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 Emergency Management" program. Continued HMEP funding is contingent upon completion of all HMEP funding requirements. The following eligibility criteria must be adhered to during the grant program:

A. The Subrecipient must:

- Be established as a state, local, or non-profit agency by appropriate resolution/ordinance
- Complete any procurements and expenditures no later than 9/30/2021
- Submit a Progress Report (Attachment 2) to hazmat@ncdps.gov no later than July 30th if project funds have not been spent down by July 5th. File Retention:
 - The Recipient/Subrecipient's performance under this MOA shall be subject to 2 CFR Part 200 Pursuant to 2 CFR Part 1201.
 - Subrecipient is required to maintain records, including cost reports, the grant award letter, the executed MOA and supporting attachments, audit findings and Corrective Action Plans, and site-visit documents of this grant.
 - The Subrecipient and its employees or agents, including all subcontractors or consultants to be paid from funds provided under this MOA, shall allow access to its records to North Carolina Emergency Management (NCEM), USDOT, PHMSA, and the Comptroller General of the United States or any authorized representatives, employees, and agents thereof for documentation review, site visits, project closeout and audits.
 - The file retention period is five (5) years after termination of the grant. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

B. The political subdivision must either:

- Have an acceptable local travel regulation plan
- or-
- Accept the state travel regulations.

5. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the scope-of-work as individually listed in the FY2020 HMEP application (Attachment 1).

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 period of performance of this award.

6. 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 hazardous materials transportation preparedness activities.

7. Compliance with the Law

The Subrecipient shall comply 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 HMEP NOFO.

8. Responsibilities

A. The Recipient shall:

- i. Reimburse the Subrecipient for completion of scope-of-work activities as described in Attachment 1.
- ii. Continually review the project to ensure that it is in accordance with HMEP requirements.
- iii. Directly monitor the completion of this project.

B. The Subrecipient shall:

- i. Expend FY2020 HMEP Grant Program funds in accordance with the applicable USDOT and FY 2019 HMEP NOFO, FY2019 PHMSA Expenditures Guide, the application scope-of-work (Attachment 1), and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA.
 - ii. Utilize State of North Carolina and 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) Part 13 and 2 CFR Part 200. The Subrecipient must follow procurement procedures and policies as outlined in the applicable USDOT PHMSA Expenditures Guide and FY2019 HMEP NOFO. 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 USDOT grants are listed below, codified in the following guidance: ; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 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; USDOT PHMSA 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 certifications regarding debarments, suspension and other responsibility matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.
- C. Subrecipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- D. Complete the procurement(s) process not later than 9/30/2021
- E. Comply with current federal and state suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F, 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 sub-recipients have not been suspended or debarred from doing business with the federal government.

- F. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified Attachment 1 shall be the sole responsibility of Subrecipient and shall not be reimbursed under this MOA.
- G. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA unless hand-receipted or transferred to another jurisdiction.
- H. Equipment costs includes those items which are tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, unless the applicant has a clear and consistent written policy that determines a different threshold. Include a description, quantity and unit price for all equipment.
- Purchases of less than \$5,000 should be listed under “Supplies” or “Other.”
 - Each item of equipment must be identified with the corresponding cost. General-purpose equipment must be justified as to how it will be used on the project.
 - Analyze the cost benefits of purchasing versus leasing equipment, particularly high-cost items and those subject to rapid technical advances. List rented or leased equipment costs in the “Contractual” or “Other” category, depending upon the procurement method.
 - All equipment must have written approval from NCEM Assistant State Hazardous Materials Manager prior to beginning scope of work.

Subrecipient shall maintain an effective property management system that complies with the following requirements:

- i. Subrecipient shall take an initial physical inventory of any equipment received under this grant. 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 provide 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 is responsible for adequate maintenance procedures to keep the equipment in good condition.
 - iv. 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 C.F.R. Part 200.33. 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 C.F.R. Part 200.33. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only authorized equipment listed in the FY2019 PHMSA Expenditures Guide are eligible for purchase. For more guidance visit www.phmsa.dot.gov.
- I. No indirect or administrative costs will be charged to this allocation award.

Subrecipients must utilize equipment as intended in the scope-of-work (Attachment 1). Any variation from this intended use must be requested in writing and approved by NCEM Assistant State Hazardous Materials Manager.

- K. If applicable, changes, real property, equipment, supplies and copyrights will be administered in accordance with 2 CFR Part 200.

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from USDOT, PHMSA, and Recipient for the purposes set forth and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable USDOT Program Guidelines, which include, but may not be limited to, the FY2019 HMEP NOFO and the FY2019 PHMSA Allowable Expenditures Guide, available at: www.phmsa.dot.gov, 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2. Allowable costs are also subject to the approval of the State Administrative Agent (SAA) for the State of North Carolina, the Secretary of the North Carolina Department of Public Safety (NCDPS).

Food is not an allowable expense. Water is an allowable expense.

10. Taxes

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

11. Warranty

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 MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HMEP funds furnished for use in connection with the performance of this MOA and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HMEP Program requirements.

13. Points of Contact

To provide consistent and effective communication between Subrecipient and the Recipient, each party shall appoint a principal representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Recipient contact shall be NCEM Grants Branch Staff. The Subrecipient point of contact shall be 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: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information.

14. 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 PHMSA FOIA Office. This MOA may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

15. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this MOA:

- Subrecipient agrees to include in the subcontract that the subcontractor 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.
- A copy of the executed subcontract MOA 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 conditions in this award, as well as all terms, conditions and restrictions of the FY2019 HMEP NOFO referenced herein.

16. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

17. Antitrust Laws

This MOA is entered into in compliance with all state and federal antitrust laws.

18. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current laws or regulations of NCDPS NCEM or the Subrecipient. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

19. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

20. Modification

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

21. Certification of Eligibility--Under the Iran Divestment Act

Pursuant to N.C.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 N.C.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, N.C.G.S. § 147-86.55 et seq. requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- 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.
- That the Vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List.
- 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/office-state-treasurer/divestment-and-do-not-contract-rules> and will be updated every 180 days. For Questions about the Department of State Treasurer's Iran Divestment Policy, please direct questions to the Divestment Counsel for Department of State Treasurer at (919) 814-3852.

22. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until 9/30/2021. Either party upon thirty (30) days advance written notice to the other party may terminate this MOA.

Upon approval by USDOT, PHMSA and the issuance of the Grant Adjustment Notice (GAN), if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDOT, PHMSA Grant

Adjustment Notice, incorporated by reference herein. If USDOT suspends or terminates funding in accordance with 2 CFR 200 and the FY2019 HMEP NOFO, incorporated by reference herein, the Subrecipient shall reimburse NCEM for said property and/or expenses.

23. Budget and Scope of Work

Subrecipient shall implement the HMEP Grant project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this MOA.

- Scope of Work Summary.
See Attachment 1 for a detailed Scope of Work description.
- Reports to be provided during Period of Performance.
If project funds have not been spent down by July 5th a Progress Report (Attachment 2) must be submitted to hazmat@ncdps.gov no later than July 30th.
- Reports to be Provided at the Conclusion of Work (if applicable)
 - Subrecipient is involved in legal action that pertains to Planning, Training, Exercise and Equipment purchased with HMEP
 - After action report (AAR) from exercise
 - Training course description and course roster
 - A copy of a plan created or rewritten with HMEP grant funds
 - Equipment location/maintenance/training records

24. Lobbying Prohibition

The Subrecipient certifies, to the best of his or her 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 N.C. 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 sub-recipients 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.

25. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

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

A. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 C.F.R. 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 contractor, 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 subcontractors, including procurements of materials and leases of equipment. The contractor 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 contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's 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 contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor 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 contractor's 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:

- Withholding of payments to the contractor under the contract until the contractor complies
- Cancellation, termination, or suspension of the contract, in whole or in part

F. Incorporation of Provisions

The contractor shall include the provisions of every subcontract, including procumbent 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 contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

26. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

Subrecipient **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the USDOT 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 USDOT - 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 USDOT, 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. That the Subrecipient 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. That the Subrecipient shall 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:
 - i. The Subrecipient, 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. That the Subrecipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. That the Subrecipient shall provide for such methods of administration for the program as are found by the Secretary of USDOT or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub Recipients, 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. That the Subrecipient 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 USDOT and is binding on it, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

27. Assurance of compliance with Title VI of the Civil Rights Act of 1964

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. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for 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 USDOT 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. 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. 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. 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. 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. 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.

28. 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 contractors, subcontractors, or their employees to accomplish a USDOT function.
- B. To notify USDOT when the Subrecipient or any of its third-party contractors, subcontractors, sub recipients, or their employees anticipate a system of records on behalf of USDOT 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, subgrant, 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 USDOT function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a USDOT function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDOT regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Subsections a through c in all third-party contracts, and sub grants under which work for this MOA is performed or which is award pursuant to this MOA or which may involve the design, development, or operation of a system of records on behalf of the USDOT.

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

This certification is required by the regulations implementing the *Drug-Free Workplace Act of 1988*. The regulations, published in the January 31, 1989 Federal Register, require certification by subrecipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of 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*)

The Subrecipient certifies that it will or will not continue to provide a drug-free workplace by:

- (a) Publishing 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) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- (c) Making it a requirement that each employee to be 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:

- (1) Abide by the terms of the statement; and
- (2) 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)(2), 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)(2), with respect to any employee who is convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The Subrecipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code)

30. Execution and Effective Date

This MOA must be signed by the official(s) authorized below and returned to NCEM **no later than 45 days after the award date**. This MOA will become binding with the final signature being that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

31. Term of this agreement

This agreement shall be in effect from 10/01/2020 to 09/30/2021.

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)? | Yes |
| - North Carolina Tier II Competitive? | Yes |
| - 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 | Rowan County Emergency Services | | |
| Street address | 2727 Old Concord Rd, Suite E | | |
| City | Salisbury | ZIP + 4 | 28146-8388 |
| Email | tj.brown@rowancountync.gov | | |
| EIN/Tax ID number | 56-6000336 | | |
| DUNS number | 074494014 | | |
| SAM registered | Yes | Expiration date | 7/4/2020 |
| Is the agency applying as a nonprofit with 501(c)(3) status? | | | No |
| Your name | TJ Brown | | |
| 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 | TJ Brown | | |
| Agency | Rowan County Emergency Services | | |
| Title | EM Division Chief | | |
| Phone (work) | 704-216-8918 | Phone (mobile) | 704-798-3881 |
| Street address | 2727 Old Concord Rd, Suite E | | |
| City | Salisbury | ZIP + 4 | 28146-8388 |
| Email | tj.brown@rowancountync.gov | | |

[Field help](#)

EM program manager

| | | | |
|---|----------------------------|--|--|
| EM program manager | | | |
| <i>This is the local EM grants manager.</i> | | | |
| Name | TJ Brown | | |
| Email | tj.brown@rowancountync.gov | | |

[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 | TJ Brown | | |
| Agency | Rowan County Emergency Services | | |
| Title | EM Division Chief | | |
| Street address (not PO Box) | 2727 Old Concord Rd, Suite E | | |
| City | Salisbury | ZIP + 4 | 28146-8388 |
| Email | tj.brown@rowancountync.gov | | |
| Name | Aaron Church | | |
| Agency | Rowan County | | |
| Title | County Manager | | |
| Street address (not PO box) | 130 W Innes Street | | |
| City | Salisbury | ZIP + 4 | 28144-4365 |
| Email | aaron.church@rowancountync.gov | | |

[Field help](#)

Projects

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

EMPG

HMEP

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.)*

Project information

| | |
|--|---|
| General information <i>Enter information describing the project.</i> | |
| Title | Enhanced Hazardous Chemical Facility Planning |
| Description | <p>Previous grant monies have funded this project and resulted in 2 completed plans so far. Statement of work includes review/update of existing Pre-plans, recommendation for qualifying sites, new Preplans</p> <p>development, and delivery of Pre-plans for inclusion in the Hazardous Material Annex of the Rowan County Emergency Operations Plan. Pre-plans are to be compliant with State and Federal requirements and will be available to all emergency response personnel in the County.</p> |
| Goal | Contract vendor for update and development of additional business-specific Facility Pre-plans within Rowan County |
| Scope | Local |
| Request RRT participation | No |
| Core capabilities addressed <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i> | |
| Primary | Risk/Disaster Resiliency Assessment |
| Secondary | Operational Coordination |
| Project timeline milestones <i>List the major project events and their completion dates.</i> | |
| Milestone | Completion Date |
| US DOT Grant Awarded | 9/2020 |
| MOA Distribution | 10/2020 |
| Contract work begins | 11/2020 |
| Semi-Annual Progress Report | 4/2021 |
| Period of Performance Completion Reminder | 8/2021 |
| Vendor Product Delivery | 8/2021 |
| 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 | | |
|--|---|---------------|
| For each cost item select an activity area and then enter a description and the cost amount. | | |
| Activity area | Description | Amount |
| Planning | Business-specific Facility Pre-Plans | \$9600.00 |
| 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

Additional information (if needed)

North Carolina Tier II Competitive

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. |