

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in special session on Monday, October 30, 2023, at 6:00 p.m. at the Madison County Public Library Marshall Branch, 1335 N. Main Street, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 6:00 p.m. by Chairman Wechtel.

Item 1: Library Grounds Facilities Upgrade and Construction Consideration

County Manager Rod Honeycutt discussed proposed facilities upgrades at the Marshall Library with the Board. Library Director Kim Bellofatto discussed the proposed project with the Board for upgrades including artist murals, benches, trail refurbishment, landscaping, outdoor furniture, and construction of a chimney swift tower. Information discussed included the process for development and engineering plans as well as cost and funding sources with Ms. Bellofatto noting that the project would be at no cost to the County due to partners of the Library including the Audubon Society, Marshall Native Gardens Initiative, Rotary Club, and the Friends of Madison County Library facilitating the project.

Ed McNally with the Marshall Native Gardens Initiative joined the meeting to answer questions from members of the Board and discuss specifics regarding components of the project.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley with discussion being had by the Board, the Board voted unanimously to approve.

Item 2: Opioid Settlement Funding Program Strategy

Hannah Shelton, Grant Coordinator presented a power point presentation and discussed a proposed opioid settlement funding program strategy for the development of pilot program, Madison Recovery Pathways as well as answered questions from members of the Board. Ms. Shelton noted that the program would be facilitated with funds being received by the County from the National Opioid Settlement and that the program conforms to the spending requirements of the Memorandum of Agreement that the County previously entered into as well as expenditures provided for under, "Track A" that was previously selected by the Board.

Additional information discussed by Ms. Shelton included program components including the development of full-time position to be employed by the County for a Community Care Coordinator for operation of the program that would be facilitated by and housed at the Health Department; client eligibility; services offered to clients of the program including assistance with housing, employment, and re-entry; and initial budget to provide funding for the first year of the pilot program.

Tammy Cody, Health Director and Rachel Potter with the Health Department discussed additional information including feedback from the community, components of the program, service availability in the County, and programs and services currently offered by the Health Department.

Discussion was had by the Board regarding the needs of the community, development of the program, proposed strategies, and budget.

Motion was placed on the floor by Commissioner Hensley to approve the strategy as presented and second to the motion was received by Commissioner Wyatt. Additional discussion was had by the Board and County Manager Honeycutt regarding the budget and creation of an advisory panel for the program with counsel being provided by County Attorney Laws regarding the ability for the Board to approve the strategy at this time and allocate funding for the budget at a later time if the Board so chose. Commissioner Hensley requested to amend the motion to approve the strategy and remove the budget portion with second being provided by Commissioner Wyatt and the Board voting unanimously to approve.

Item 3: FY22 State and Local Cybersecurity Grant Program Memorandum of Agreement

Jaime Lunsford Information Technology Director presented and discussed the FY22 State and Local Cybersecurity Grant Program memorandum of Agreement and answered questions from members of the Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, with discussion being had by the Board and counsel being provided by County Attorney Laws, the Board voted unanimously to approve the Memorandum of Agreement as submitted. (Attachment 3.1)

Item 4: Emergency Management Communication Towers and Equipment Improvement Plan Update

County Manager Honeycutt discussed an update for upgrades to emergency management communication towers and equipment currently in process as well as noted that the plan contains four phases with the first phase already having been completed and the second phase currently being in process. Information regarding the project timeline was discussed by Mr. Honeycutt who also noted that the Emergency Management 9-1-1 Director would provide a report to the Board in the future.

Item 5: Resolution Authorizing Great Grant and Completing Access to Broadband Program Expenditure

County Manager Honeycutt presented the Resolution Authorizing Great Grant and Completing Access to Broadband Program Expenditure and discussed information contained in the Resolution with the Board.

Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, the Board voted unanimously to approve.

Item 6: Courthouse Renovation Construction Bid and Contract Consideration

County Manager Honeycutt discussed a previous request for proposals to complete the interior building renovation work at the courthouse including plaster and paint, wood and trim refinishing, ceiling tile repair, floor covering, office renovation, restoration and repair of restrooms, LED light conversion, and the addition of a second story emergency egress noting that a bid received in the total amount of \$1,145,900.00 exceeds the amount previously budgeted for the project.

Discussion was had by the Board, Mr. Honeycutt, and Maintenance Director Jesse Roberts regarding current expenses and maintenance upgrades for the project with Mr. Honeycutt noting that the recommendation would be to enter into a construction contract to complete the work for plaster and painting, wood and trim refinishing, floor covering, restoration and repair of restrooms, and the addition of a second story emergency egress in the amount of \$868,627.17 with the option to bring additional items back for consideration of the Board at a later date for possible inclusion at the same contract price if possible. Ross Young, Grant Manager discussed information regarding the current Grant Project Ordinance for the project and items previously approved by the State.

Motion was placed on the floor by Commissioner Garrison to allocate \$1,145,900.00 for upgrading the courthouse and contract with Brock Mountain to do the work and counsel was provided by County Attorney Laws with discussion being had by the Board. Second to the motion was provided by Chairman Wechtel and additional discussion was had by the Board and Mr. Honeycutt. Upon call for the vote by Chairman Wechtel, the Board voted 4-1 in opposition with Chairman Wechtel, and Commissioners Briggs, Hensley, and Wyatt voting opposed and Vice-Chairman Garrison voting in favor.

Upon motion by Commissioner Hensley and second by Commissioner Wyatt with counsel being provided by County Attorney Laws, the Board voted unanimously to adopt the second option that the County Manager recommended with a cap of \$868,627.17 and give authorization to Rod to approve any change orders.

Item 7: New Courthouse Advisory Workgroup

Information regarding a proposed internal employee advisory workgroup for the construction of a new court facility was discussed by County Manager Honeycutt. Information discussed included the purpose and tasks of the group; composition of the group including the County Manager, Commissioner, Sheriff's representative, Maintenance Director, and Project Manager; meeting frequency; and operation of the workgroup. Mr. Honeycutt also noted that input from subject matter professionals and additional stakeholders such as sitting judges, the District Attorney, and the Clerk of Court would be solicited on an as needed basis.

Discussion was had by the Board and Mr. Honeycutt regarding the projected costs of construction, methods for design and construction, next phases of the project, and potential funding sources with counsel being provided by County Attorney Laws.

Motion was placed on the floor by Commissioner Briggs to move forward with the Courthouse Advisory Workgroup as presented by the County Manager. Second to the motion was received by Commissioner Hensley and Vice-Chairman Garrison requested consideration of amendment of the motion to include two (2) Board of Commission members in the workgroup with Commissioner Briggs requesting to include the amendment in the original motion and the Board voting unanimously to approve.

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to enter into recess at 8:22 p.m.

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to return to open session at 8:32 p.m.

Item 8: 2024 Mowing Cost Analysis

The mowing cost analysis for the 2024 mowing season was presented and discussed with the Board by County Manager Honeycutt. Information discussed included the projected cost to continue the current contracts which the County previously entered into that include the option to extend each contract for two (2) additional one (1) year terms, versus the cost of the services which would be incurred if the County Maintenance Department completed the work.

Discussion was had by the Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to extend the contracts for one (1) additional year as listed in each contract for Emory Cody and Matthew Garrett.

Further discussion was had by the Board.

Item 9: Legal Advice Regarding Potential Litigation of Planning and Zoning Matters, Item 10: Personnel

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to enter into closed session for legal advice regarding potential litigation of planning and zoning matters and personnel pursuant to N.C.G.S. 143-318.11 (a)(3) and N.C.G.S. 143-318.11 (a)(6) at 8:45 p.m.

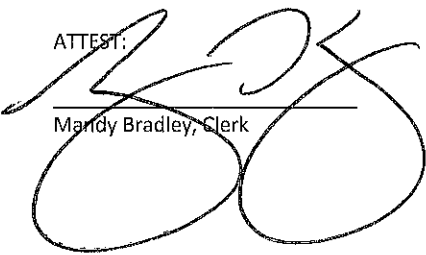
Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to return to open session at 10:18 p.m.

Item 11: Adjournment

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to adjourn at 10:19 p.m.

This the 30th day of October 2023.

ATTEST:


Mandy Bradley, Clerk

MADISON COUNTY


Matt Wechtel, Chairman
Board of Commissioners



NC Department of Public Safety
EMERGENCY MANAGEMENT

Attachment 3.1

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

State and Local Cybersecurity Grant Program (SLCGP)

Fiscal Year 2022

AL#: 97.137

Grant #: Grant #: EMW-2022-CY-00006

Memorandum of Agreement (MOA)

between

RECIPIENT

State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT

Madison County
348 Medical Park Drive
Marshall, NC 28753-
Tax ID/EIN #: 56-6000316
UEID #: YQ96F8BJYTJ9

MOA #: 2280070

Cost center: 1502-7200-3HE2

Award amount: \$100,000.00

Period of performance (POP): December 1, 2022 to February 28, 2026

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](#) and <https://www.ncdps.gov/SLCGP>.

This MOA is to set forth terms by which RECIPIENT shall provide SLCGP funding to SUBRECIPIENT to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the Department of Homeland Security Notice of Funding Opportunity (NOFO) for FY2022 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g), (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58), (3) FY 2022 SLCGP Notice of Funding Opportunity (NOFO), (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Funding

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

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2022 SLCGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agency (SAA) for the State of North Carolina, the Secretary of the Department of Public Safety.

4. Funding Eligibility Criteria

Federal funds administered through RECIPIENT (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive Cybersecurity preparedness posture program.

Local government entities are defined in N.C.G.S. 159-44 as: “counties; cities, towns, and incorporated villages; consolidated city-counties, as defined by G.S. 160B-2(1); sanitary districts; mosquito control districts; hospital districts; merged school administrative units described in G.S. 115C-513; metropolitan sewerage districts; metropolitan water districts; metropolitan water and sewerage districts; county water and sewer districts; regional public transportation authorities; and special airport districts.” Community colleges are included in the definition of *local government entities* for purposes of FY22 SLCGP per N.C.G.S. 143-800(c)(1). Federally recognized tribes are also included as eligible local government pass-through entities per the FY22 SLCGP NOFO.

Continued SLCGP funding is contingent upon completion of all SLCGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

SUBRECIPIENT must:

- A. Be established as a local government entity as defined above by appropriate resolution/ordinance.
- B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
- C. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct, and that an active SAM registration is properly maintained.
- D. Complete any procurement(s) and expenditures no later than 02/28/26.
- E. Submit RFR with all required documentation attached. RFRs will not be processed unless/until annual report submissions are current. See SUBRECIPIENT paragraph 9.E. below.

5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT’s RFR is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. Final RFR must be submitted no later than 03/31/26, unless period of performance (POP) is extended. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to RECIPIENT no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, POP for this grant is 09/01/23 - 02/28/26. Grant funds will be

disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after end of POP revert to RECIPIENT.

SUBRECIPIENT:

- A. Understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount \$100,000.00. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Understands and agrees that funding shall be subject to the availability of appropriated funds, pursuant to N.C.G.S 143C-1-1. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. Must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 35 below regarding compliance.

6. Conditions

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program.

A. SUBRECIPIENT must:

- i. Complete any procurements, expenditures, and receipt of goods or services within the POP.
- ii. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
- iii. Submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 1502-7200-3HE2 in the North Carolina Accounting System (NCAS). See SUBRECIPIENT paragraph 9.E.

B. Required Documents/Forms. SUBRECIPIENT must submit the following documents to RECIPIENT (slcgp@ncdps.gov) upon execution of this MOA. This is not required if SUBRECIPIENT has previously submitted these documents to RECIPIENT for this or any other grant; however, if any of these documents are not current, SUBRECIPIENT must submit updated document(s):

- i. W-9 (09 NCAC 03M .0202)
- ii. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
- iii. Conflict of Interest Policy (G.S. 143C-6-23.(b))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))
- v. SUBRECIPIENT Procurement Policy

C. Annual Progress Reports. Provide annual progress reports to RECIPIENT (slcgp@ncdps.gov) using the Annual Progress Report form (Attachment 2) by: 07/31/24; 07/31/25; and, with final reimbursement request (RFR) submitted per SUBRECIPIENT paragraph 9.E. below.

Even if there are no expenditures an annual progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments. If SUBRECIPIENT closes their award prior to end of POP, no further annual reports are required.

D. Nationwide Cybersecurity Review (NCSR). SUBRECIPIENT is required to complete the NCSR, administered by the MS-ISAC, during the first year of this grant award POP and annually thereafter through the last year of this grant award POP.

Four NCSRs are required as follows, even if the project is completed prior to 2026:

- The first NCSR for 2023 is required to be completed between 10/01/2023 and 02/28/2024.
- The second NCSR for 2024 is required to be completed between 10/01/2024 and 02/28/2025.
- The third NCSR for 2025 is required to be completed between 10/01/2025 and 02/28/2026.

- The fourth NCSR for 2026 is required to be completed between 10/01/2026 and 02/28/2027.

E. Required Services and Memberships.

Cyber Hygiene Services (CHS):

- Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts. To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA’s [Cyber Hygiene Information Page](#).
- SUBRECIPIENT is required to certify CHS compliance and provide proof of CHS compliance upon request of RECIPIENT.

7. **Supplantation**

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

8. **Scope of Work**

SUBRECIPIENT shall implement the SLCGP project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

- A. Annual reports, per paragraph 6.C. above.
- B. Annual NCSR, per paragraph 6.D. above.
- C. CHS compliance upon request of RECIPIENT, per paragraph 6.E. above.
- D. SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.
- E. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.
- F. After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
- G. Training course roster, description, and syllabus.
- H. All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:
 - i. Name and address of the vendor or establishment providing the product or service.
 - ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
 - iii. Date product received or service provided.
 - iv. Itemized description of all products or services.
 - v. Unit price of products or services (if applicable).
 - vi. Total amount of eligible expenditures.
 - vii. Copy of executed contract/subcontract agreement (if applicable).
 - viii. Proof of payment of expenses associated with the project.
- I. Any other documentation requested by RECIPIENT.

9. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.
- E. RECIPIENT shall provide required annual progress report form (Attachment 2) and provide cost report forms required for reimbursement subsequent to execution of this MOA (See SUBRECIPIENT paragraph 9.E.).

SUBRECIPIENT:

- A. This MOA must be signed and returned to RECIPIENT within 30 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2022 SLCGP Grant Program funds in accordance with the FY2022 SLCGP NOFO, the grant application, and this MOA.
- C. Procurement.
 - i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
 - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2022 SLCGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2023 FEMA Preparedness Grants Manual. 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.
 - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.
 - iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.
 - v. Conflicts of Interest. See paragraph M.iii. below.
 - vi. Complete all procurement by February 28, 2026.
- D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in

pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

- E. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.
- F. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
- G. Requests for Reimbursement (RFR). Submit RFR for items or services received to: slcgp@ncdps.gov. RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2022 SLCGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.
- RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.
- H. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within SUBRECIPIENT's central accounting and grant management system. SUBRECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
- i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.
 - ii. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.
- I. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 3). SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
- i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity, or nonprofit organization.
 - ii. Award letter, MOA, and supporting attachments.
 - 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.

- J. Property and Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Only allowable equipment listed in the Authorized Equipment List (AEL) for SLCGP are eligible for purchases from this grant.
 - ii. Property and equipment purchased with SLCGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with SLCGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with SLCGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.
 - iii. SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
 - iv. 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.
 - v. 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.
 - vi. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.
 - viii. Disposition Procedures. Unless otherwise directed by RECIPIENT, DHS and/or FEMA, 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, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT (SLCGP@ncdps.gov) prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, 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 NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
- K. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.

L. 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 the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.

M. Conflicts of Interest.

- i. State Law. Per N.C.G.S. § 143C-6-23(b), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**
- ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the 2023 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
- iii. Federal Law – Procurement. Per 2 CFR 200.318 and the 2023 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

N. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>. See paragraph 14. below.

O. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, 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 DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words "Funded by US Department of Homeland Security".

P. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2022 SLCGP NOFO and Subaward Notification.

Q. DHS Standard Terms and Conditions

SUBRECIPIENT must comply with all applicable provisions of the FY22 DHS Standard Terms and Conditions (Attachment 5). This applies to all new federal financial assistance awards funded in FY22. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY22 DHS Standard Terms and Conditions is housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

- R. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, SUBRECIPIENT must submit to RECIPIENT, no later than 90 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY22 DHS Standard Terms and Conditions (Attachment 5), incorporated by reference herein, for the performance of the activities.

Documentation required

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Any other closeout documentation requested by RECIPIENT.
- v. SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by RECIPIENT, as RECIPIENT executes any audit internal audit responsibilities.
- vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
- vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of three (3) years or until all audit exceptions have been resolved, whichever is longer.

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 SUBRECIPIENT under this grant.

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.

11. Warranty

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

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

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

13. Audit Requirements

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

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

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

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

14. Construction, Renovation, and Infrastructure Projects

All construction and renovation projects require EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the POP. EHP policy guidance and the EHP Screening Form, can be found online at: <https://www.fema.gov/media-library/assets/documents/90195>. EHP review materials should be sent to slcgp@ncdps.gov.

Written approval must be provided by FEMA prior to the use of any SLCGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget information for the construction project, and an SF-424D form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with:

- A. Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

B. Build America, Buy America Act (BABAA)

If funding from this grant program is used for an “infrastructure” project, all iron, steel, manufactured products & construction materials used in the project must be produced in the U.S. per the Build America, Buy America Act (BABAA), unless an approved waiver applies, including the Small Projects Waiver, which waives the BABAA requirements for all projects that do not exceed the federal simplified acquisition threshold (currently set at \$250,000). Recipients and subrecipients of this grant must also ensure that all contracts (including purchase orders) subject to BABAA include a required contract clause and self-certification of compliance pursuant to FEMA Interim Policy #207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

15. Subrecipient Monitoring

See Attachment 6 for subrecipient monitoring.

16. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point(s) of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contacts shall be: Assistant Director for Homeland Security, Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point(s) of contact shall be the person(s) designated by SUBRECIPIENT in the approved application (Attachment 1), unless otherwise specified by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

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.

17. 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.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

18. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 9.G. above.** 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 and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2022 SLCGP NOFO referenced herein.

19. Antitrust Laws

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

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

Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471. **FEMA Policy #405-143-1** Guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

21. Divestment and Do-Not-Contract Rules

The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules>.

SUBRECIPIENT may not contract with any vendors on any of these designated divestment and do-not-contract lists using SLCGP grant funds, and SUBRECIPIENT must comply with all other requirements of these divestment and do-not-contract laws.

22. Acknowledgement of Federal Funding from DHS

Subrecipients 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.

23. Lobbying Prohibition

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.

24. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions

During the performance of this agreement, SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

- A. Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- B. Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 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.
- C. Civil Rights Act of 1964 - Title VI
Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 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.
- D. Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 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.)

- E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 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.
- F. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 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>. Guidance for Department-Supported Organizations to Provide Meaningful Access to People with Limited English Proficiency | Homeland Security CRCL announced that DHS has published new Guidance for recipients of DHS financial assistance in the Federal Register.
- G. 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 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- H. Rehabilitation Act of 1973
Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 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.
- I. Whistleblower Protection Act
Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

25. Assurance of Compliance with Privacy Act

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 MOA until the necessary and applicable approval and publication requirements have been met.

- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

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

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

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

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 Governmentwide 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).

28. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on December 1, 2022, to the end of the POP.

29. Statement of Assurances

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

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (slcgp@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to SUBRECIPIENT's specific program to ensure that all possible situations are covered.

30. 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.

31. Other Provisions/Severability

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

32. 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.

33. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

34. Termination

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2026. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA, and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2022 SLCGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

35. Compliance

SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2022 SLCGP NOFO referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 6 for subrecipient monitoring.

36. Execution and effective date

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of SUBRECIPIENT, to NCEM on behalf of RECIPIENT and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from 12/01/2022 through the end of the POP. Failure to provide applicable cost reports, proofs of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

37. Attachments

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

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 Annual Progress Report Form
 - Attachment 3 Required Subrecipient File Documentation
 - Attachment 4 NCEM Communications Branch Memo
 - Attachment 5 FY22 DHS Standard Terms and Conditions
 - Attachment 6 Subrecipient Monitoring

AUTHORIZED SIGNATURE WARRANTY


THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPIENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:

By: William Ray
William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

Date: 9/26/2023 | 13:53:41 EDT

For SUBRECIPIENT:

By: 

Date: 10/30/23

By: _____

Date: _____

By: _____

Date: _____

Approved as to Form:

By: William Polk
William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Homeland Security
Grant Program

Date: 9/26/2023 | 10:58:12 EDT

Attachment 1

2022 NCEM State & Local Cybersecurity Grant Program (SLCGP) Application

To submit this application, rename the file to this format: [county/agency] "2022 SLCGP Grant Application" and forward to slcgp@ncdps.gov.

Organization

Legal name:	County of Madison		
Street:	107 Elizabeth Lane		
City:	Marshall	Zip Code:	28753
County:	Madison		
EIN:	56-6000316		
UEID:	YQ96F8BJYT		

Organization Type: Local Government Tribe State Agency Community College

Rural Community: Yes No
(population < 50,000)

Point of Contact

Name:	Jaime Lunsford	Title:	IT Director
Email:	jlunsford@madisoncountync.gov	Phone:	(828) 649-0740

Project Manager

Name:	Hannah Shelton	Title:	Grants Administrator
Email:	hshelton@madisoncountync.gov	Phone:	(828) 649-2521

Financial Officer

Name:	Kary Ledford	Title:	Finance Director
Email:	kledford@madisoncountync.gov	Phone:	(828) 649-2521

Authorizing Official

Name:	Rod Honeycutt	Title:	County Manager
Email:	rhoneycutt@madisoncountync.gov	Phone:	(828) 649-2854

Project Information

Title: **Madison County Cybersecurity Update**

Purpose: **The purpose of this project is to help minimize Madison County's existing cybersecurity vulnerabilities, and enhance the preparation, response, and resilience of its information technology systems against present and future**

Project Objective:
(select one)

- Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- Implement security protections commensurate with risk.
- Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

Required Elements

Addressed:

(check all that apply)

- Manage, monitor, and track information systems, applications, and user accounts.
- Monitor, audit, and track network traffic and activity.
- Enhance the preparation, response, and resilience of information systems, applications, and user accounts.
- Implement a process of continuous cybersecurity vulnerability assessments and threat mitigation practices prioritized by risk.
- Adopt and use best practices and methodologies to enhance cybersecurity.
- Transition to a .gov internet domain.
- Ensure continuity of operations including by conducting exercises.
- Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel (reference to NICE Workforce Framework for Cybersecurity)
- Ensure continuity of communications and data networks in the event of an incident involving communications or data networks
- Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats.
- Enhance capabilities to share cyber threat indicators and related information between the eligible entity and the Department
- Leverage cybersecurity services offered by the Department
- Implement an information technology and operational technology modernization cybersecurity review process
- Develop and coordinate strategies to address cybersecurity risks and cybersecurity threats
- Ensure rural communities have adequate access to, and participation in, plan activities
- Distribute funds, items, services, capabilities, or activities

Project Requires an Environmental Planning & Historic Preservation (EHP) Assessment :

- Yes
- No

Project and Budget Narrative

Project Narrative

Since 2010, Madison County has provided the information technology (IT) infrastructure that powers, facilitates, and safeguards critical government functions like the preservation of vital records to online tax payments for its constituent municipalities of Mars Hill, Marshall, Hot Springs, and the numerous rural townships that connect them, an approximate collection of 22,000 residents (U.S. Census, 2022). As of FY2023, Madison County has an approximate 315 employees that regularly utilize approximately 200 devices across the organization. The core governmental services mentioned above, among others, rely on the accessibility, reliability, and integrity of Madison County's IT infrastructure so that they may

Investment Strategy

Madison County's project strategy for this SLCGP grant opportunity embodies one of FEMA's core objectives for this program, to implement security protections commensurate with risk, by integrating vulnerability assessment software that will provide endpoint protection and enhance our ability to detect, analyze, and remediate breaches of our data and information systems. This proposal will allow Madison County to undertake internal network scanning endpoint detection and response (EDR), which we have been unable to provide with our current provider, ESET. Moreover, Madison County IT staff (3) will become CompTIA Security+ certified, which will bolster their operational awareness of best practices

Collaboration

The Madison County Cybersecurity Update project is anticipated to both create and enhance collaboration between the County's IT Department and its existing partners at the local, state, and federal levels to proactively improve upon Madison County's preparedness for cyber threats, both present and future. Anticipated partners with this project include, but are not limited to, the NCLGISA IT Strike Team, the NC National Guard's Cyber Security Response Force (CSRF), the Internet Crime Complaint Center (IC3), and Buncombe County's Cybersecurity Analyst(s). Interactions between and amongst these organizations is anticipated to provide awareness of future training opportunities.

Budget Narrative

Since the SLCGP program has its cost match requirement (10%) covered for FY22 by NCEM, Madison County will be enabled to maximize the requested grant award (\$100K) by (1) integrating a three-year license for Nessus Tenable (\$11.9K) in Q4 of 2023, (2) integrating a one-year license for CrowdStrike Falcon in Q1 of 2024 that will be renewed for two additional years (\$106.7K), and (3) the completion of CompTIA Security+ certification in Q3 of 2024 (\$2.16K).

Milestone timeline for individual activities

2023	2024	2025	2026
Q3- Anticipated Award	Q1- CrowdStrike Falcon	Q1- CrowdStrike Falcon	Q1- CrowdStrike Falcon
Q4- Nessus Tenable	Q3- CompTIA Security+		

Impact/Outcomes

This project, if implemented, will allow Madison County to meet current cybersecurity industry standards, which is largely comprised of vulnerability, antivirus (AV), and EDR capabilities. Furthermore, this will mitigate the risk of any of Madison County's core services from being compromised or breached, which could result in cost to the taxpayer and loss sensitive information and data. This project will meet the third objective of the Notice of Funding Opportunity (NOFO): to implement security protections commensurate with risk. Additionally, this project aligns with required elements 1, 2, 4, 5, and 8-12 of the State and Local Cybersecurity Grant Program (SLCGP).

Planning/Organization/Training/Exercises Costs

<u>Expenditure Area</u>	<u>Description</u>	<u>Total Cost</u>
Training	CompTIA Security+ Certification	2,160.00

Equipment Costs

<u>Qty</u>	<u>AEL #</u>	<u>Description</u>	<u>Total Cost</u>
3	05HS-00-MALW	CrowdStrike Falcon Complete	106,684.98
1	04SW-04-NETW	Nessus Tenable	11,871.80

Funding Summary

<u>Expenditure Area</u>	<u>Total Cost</u>
Planning	0.00
Organization	0.00
Equipment	118,556.78
Training	2,160.00
Exercises	0.00
Total	120,716.78

Additional Information

Madison County has already applied for participation in the Cybersecurity and Infrastructure Security Agency's (CISA) Hygiene Assessment and the Nationwide Cybersecurity Review (NCSR) to help augment our efforts with this project and inform formal policies and procedures we are implementing as it pertains to cybersecurity for users of our network.

Acknowledge the following statements (check all eight, or application will be considered incomplete):

- This application includes complete and accurate information.
- Any project having the potential to impact the environment, historic or cultural resources must submit an Environmental Planning & Historic Preservation (EHP) form.
- Projects with funds allocated for Emergency Communications must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the NC State Interoperability Executive Committee (SIEC) to ensure interoperability and long-term compatibility.
- Receiving SLCGP funding requires annual Nationwide Cybersecurity Review (no cost) and signing-up for required cyber hygiene services as specified in the SLCGP NOFO .
- Projects with funds allocated for equipment are required to check all equipment purchases against the FEMA Authorized Equipment List.
- Submission of the project proposal does not guarantee funding.
- Entities must be able to sustain capabilities once SLCGP funds are no longer available.
- Any person who knowingly makes a false claim or statement in connection with this application may be subject to civil or criminal penalties under 18 U.S.C. section 287, 18 U.S.C. section 1001, 31 U.S.C. section 3729 and N.C.G.S sections 1-605 through 618 (North Carolina False Claims Act).

Sensitive Information (certify this statement only if applicable):

- Check this box if this application includes or contains “security features of electronic data processing systems, information technology systems, telecommunications networks, or electronic security systems, including hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes” that you certify is not subject to public release per N.C.G.S. 132-6.1(c).

If you check this box, it is recommended that you submit this application via encrypted email and/or password protect this PDF file before submitting it (send file and password in separate emails). Consult your IT professionals for guidance on email encryption and/or password protection if needed.

Attachment 2

Annual Progress Report

FY 2022 SLCGP

Subrecipient: Madison County

MOA #: 2280070

Grant award amount: \$ 100,000.00

Complete the funds-expended blanks, activities status, and submission information for annual period indicated below. Return the completed form to your grants manager.

Annual	<input type="checkbox"/> 12/01/22 – 06/30/24 (due 07/31/24) <input type="checkbox"/> 07/01/24 – 06/30/25 (due 07/31/25) <input type="checkbox"/> 07/01/25 – End of POP (due 03/31/26, unless POP extended)	
	Click or tap here to enter text.	
	Click or tap here to enter text.	
FY22 SLCGP funds expended this annual period		Current Status
Activities	Metric	
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.	

Forward the completed report to SLCGP@ncdps.gov

Attachment 3

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R. Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

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

- Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- Completed appropriate cost report forms with invoices and proof(s) of payment
- Audit Findings and Corrective Action Plans
- Equipment Inventory records with photo documentation of labeling

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

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

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

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

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.
Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

Attachment 4



NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

MEMORANDUM

TO: Derek Dorazio

FROM: Greg Hauser

DATE: June 12, 2023

SUBJECT: Requirements for Grant Funded Communications Equipment

To align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the North Carolina State Interoperability Executive Committee (SIEC) requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance meet requirements. These sources of funding include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), Emergency Management Performance American Rescue Plan Act Grant (EMPG-ARPA) and the Homeland Security Grant (HSGP). The below requirements must also be met for those purchases made with NCEM Capacity Building Competitive Grant (CBCG) and State and Local Cybersecurity Grant Program (SLCGP) funds. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable, where applicable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts: portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must appear on the current VIPER Approved Radio List, and have the following capabilities, i.e., the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

All radios purchased using the above noted grant sources shall have the VIPER statewide required template in them. This template was approved by the SIEC on June 6th, 2021.



If a grant recipient chooses to operate in an encrypted environment, all radios purchased using the above noted grant sources shall follow the SIEC Interoperable Radio Encryption Standard Operating Guideline approved on May 28th, 2020.

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)
- Any other wireless device outlined in the Federal Communication Commission's (FCC) "List of equipment and services covered in section 2 of the Secure Networks Act" This list is a result of the passage of *H.R. 5515 - John S. McCain National Defense Authorization Act in 2019*. Further information can be found at <https://www.fcc.gov/supplychain/coveredlist>.

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing or subscribing to software, it must be identified on the attached "List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities."**

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. Written permission **must** be obtained from all system administrators authorizing the intended use of the gateway device on the system. Once this is completed, the requestor must obtain approval from the grant's manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

Items not included or referenced in this document must be clearly identified to ensure that interoperability, physical security, and cybersecurity priorities are followed. Examples include, but are not limited to:

- Smart device applications that integrate into first responder communications networks
- Infrastructure equipment that allows for the integration of smart device applications
- Equipment that uses shared radio frequency (RF) spectrum to create mesh networks

Questions can be directed to the SIEC via the NCEM Communications Branch for passage to the SIEC Chair and Vice-Chair.

WR/gh

Attachment 5

Fiscal Year 2022 FEMA Standard Terms and Conditions

Release Date: Mar 31, 2022

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2022. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2022.

1. Environmental Planning and Historic Preservation (EHP) Review

For awards by the Grant Programs Directorate

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the [DHS/FEMA website](#). In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.



For awards by other FEMA offices

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of



FEMA

performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.



6. Indirect Cost Rate

2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.



Attachment 6

Subrecipient Monitoring

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

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

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

**RESOLUTION AUTHORIZING GREAT GRANT AND
COMPLETING ACCESS TO BROADBAND PROGRAM EXPENDITURES**

WHEREAS, funding was designated by the Madison County Board of Commissioners from the American Rescue Plan Act to assist internet providers in the County to seek additional funding to provide broadband connectivity for residents; and

WHEREAS, Madison County applied for and received funding to improve access to broadband through the North Carolina Great Grant and Completing Access to Broadband Program; and

WHEREAS, a Grant Project Ordinance allocating funding in the amount \$50,000.00 to French Broad Electric Membership Corporation and \$50,000.00 to Skyrunner Internet, respectively was adopted by the Board of Commissioners; and

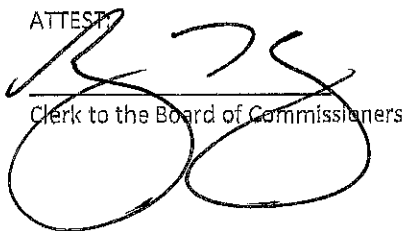
WHEREAS, the Board of Commissioners elected to provide French Broad Electric Membership Corporation and Skyrunner Internet each with the \$50,000.00 allocation through a one-time upfront payment as a County match for grant funding received from the Great Grant and the Completing Access to Broadband Program; and

NOW, THEREFORE, the Madison County Board of Commissioners does hereby elect to make a one-time upfront payment in the amount of \$50,000.00 to Skyrunner Internet and ratify the one-time upfront payment made to French Broad Electric Membership Corporation in the amount of \$50,000.00. The Chairman of the Board of Commissioners and the County Manager shall each be authorized to execute any document for completion of the Great Grant and Completing Access to Broadband Program.

Adopted this the 30 day of October 2023.


Matthew Wechtel, Chairman

ATTEST:


Clerk to the Board of Commissioners