Emergency Management Disaster Relief and Mitigation Fund –
Hurricane Helene Flood Mitigation Grant Program
Memorandum of Agreement (MOA)

between

Grantor:	Recipient:
State of North Carolina	Polk County
Department of Public Safety	P.O. Box 308
Emergency Management	Columbus, NC 28722
MOA# NCEM-DRMG2593	Award amount: $94,750
	Period of performance: 3/1/2026 to 3/31/2027

1. **Purpose**
The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina, through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. **Authority**
This grant award and MOA are authorized under the provisions of: (1) "The Disaster Recovery Act of 2025-Part II, *S.L. 2025-26, § 2A.3.(a)(7)(d)*, (2) 2023 Appropriation Act, *S.L. 2023-134, § 5.6(f)*, (3) NC Appropriations Act of 2021, *S.L. 2021-180*, *§§ 5.2(a-d), Section 5.9(a)(3), and Section 5.9(a)(4)*, *5.9(f)* (4) N.C.G.S. §166A-19.12(13), (5) 2025 Disaster Relief and Mitigation Fund – Hurricane Helene Flood Mitigation Grant Program Notice of Funding Opportunity.

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

3. **Compensation**
Payment to the Recipient for expenditures under this MOA will be reimbursed after the Recipient's (Requests for Reimbursement) is submitted and approved for the eligible scope of work activity. Grant funds will be disbursed 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 (as outlined in Appendix 4).

Recipient must meet all the reimbursement 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 7 below regarding compliance.

4. **Conditions**

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or http://fedgov.dnb.com/webform. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.

ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at http://www.sam.gov. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.Grant@NCDPS.gov upon execution and submission of this MOA:

i. State of NC Substitute W-9 Form
ii. Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
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))

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
ii. MOA, and supporting appendices.

iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
iv. Audit findings and corrective action plans.
v. Request for Reimbursements and documentation
vi. Closeout Request and documentation
vii. Pre and Post photo documentation for all permanent work projects

5. **Regulation**
Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. **Supplanting**
Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. **Compliance**
Recipient 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. Recipient 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 and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management(OSBM)https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos .

8. **Responsibilities**
Grantor:

A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.

B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.

C. Grantor shall verify the completion of the project through the closeout process.

Recipient:

A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.

B. Recipient shall expend funds in accordance with this MOA.

C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in N.C.G.S. Chapter 143, Article 3, Purchases & Contracts.

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

If the Recipient is a non-profit or non-governmental organization and elects to use its own procurement policies, it must submit a copy of those policies and demonstrate that they conform to the procurement standards outlined in 2 CFR Part 200, Subpart D (§ 200.317 – § 200.327), as well as applicable North Carolina state laws, budget, and accounting policies. The Recipient must also provide documentation evidencing compliance with these policies, including adherence to requirements related to full and open competition, cost reasonableness, and avoidance of conflicts of interest.

Recipient is required to check 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 all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.Grant@ncdps.gov.

E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
vi. Pictures prior to the start of the project and when complete for permanent work type grants.

G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).

H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. 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. Recipient 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 Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.

iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

J. Indirect Costs. No indirect or administrative costs will be charged to this award.

K. Conflict of Interest. Per N.C.G.S. § 143C-6-23(b), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee'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 the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor and attempt to avoid any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility 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 this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest 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 Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients 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 Recipient. All Recipients must disclose in writing to Grantor, 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, Recipient 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.

L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. **Alternative Funding**
A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

11. **Taxes**
Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

12. **Warranty**
Recipient will hold Grantor 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.

13. **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 nonprofit 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. Reporting levels are based on the level of financial assistance from all state and federal grant funding sources.

Refer to "Reports Required for Each Reporting Level" 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.

There are two reporting levels with different forms to be completed at each level, and there is an audit requirement for Level 2:
Level 1: Between $1 and $999,999
Level 2: ≥ $1,000,000

This applies to non-profits and all other non-state entities that are not subject to the requirements of the Local Government Commission (LGC). **All nonprofit organizations receiving and expending this funding are required to file these reports annually.** Government entities, including counties and local governments, are not required to file these reports.

14. **Audit Requirements**

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 $1,000,000 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. **This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC**.

If Recipient is a unit of local government in North Carolina, Recipient 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 Recipient and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the NCEM Grants Management & Compliance website.

15. **Points of Contact (POC)**

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. 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 confidential information.

16. **Public Records Access**
All information maintained by Grantor 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.

17. **Contracting/Subcontracting**
If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

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

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

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

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

22. **Modification**
This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

23. **Termination**
Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

24. **Scope of Work**
Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. **Execution and Effective Date**
This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. **Certification of eligibility - Under the Iran Divestment Act**

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran

B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List

C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

26. **Attachments**

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

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA 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:

i. Appendix 1 - Notice of Funding Opportunity (NoFO)
ii. Appendix 2 - Scope of Work or Grant Application
iii. Appendix 3 - Award letter
iv. Appendix 4 – Required Documentation for Reimbursement Request.

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

NC Department of Public Safety
Division of Emergency Management

1636 Gold Star Drive
Raleigh, NC 27607

By: _____

Date: _____
William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____
William Polk
Department of Public Safety
Deputy General Counsel

Polk County

P.O. Box 308
Columbus, NC 28722

By: _____

Date: _____
Name: _____
Title: _____

By: _____

Date: _____
Name: _____
Title: _____

By: _____

Date: _____
Name: _____
Title: _____

Appendix 1

NOTICE OF FUNDING OPPORTUNITY (NOFO):
North Carolina Emergency Management (NCEM)
Disaster Relief and Mitigation Fund 2025

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the Disaster Relief and Mitigation Fund (DRMF) established in S.L. 2021-180, *§ 5.9(f), reauthorized in S.L. 2023-134, § 5.6(f)*, & "The Disaster Recovery Act of 2025 – Part II", S.L. 2025-26, *§* 2A.3.(a)(7)(d), the Hurricane Helene Flood Mitigation Grant Program.

Eligible applicants are units of local government and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and engineering assistance grants to local governments to identify and design shovel-ready projects.

Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

Applications must be received by NCEM no later than Close of Business (5pm) on **28 November 2025**.

Eligible Applicants

Units of local government, and nonprofit organizations, may submit projects to the NCEM Long-Term Recovery Group which will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

Eligible Categories of Work

Funds can be used for the following categories of work:

(1) Flood mitigation projects that reduce the risk of future damage through structural and nonstructural measures.
(2) Engineering assistance grants, specific to local governments, to identify and design shovel-ready projects related to flood mitigation.

Initial funding for this notice is anticipated to be $20,000,000

(1) A minimum of $15,000,000 will be targeted toward applicants in the TS Helene affected area.
(2) Grants will be limited to $2,000,000 for a single recipient.
(3) Total grants will be limited to $4,000,000 to a single county.

Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:
(*Not intended to be a full list but may help applicants to identify possible projects*)

- Construction of new or improvement of existing stormwater or drainage infrastructure
- Engineering expenses related to planning, design, and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future flood damage.
- Relocation of at-risk public infrastructure.
- Hardening of critical facilities and utilities.
- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration including culvert or bridge retrofits or replacements.
- Flood notification systems

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient's award. This process starts with the application referenced below.

Process to Submit Your Application

Key Target Dates:

12-September-2025	NOFO Released
24-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
26-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
28-November-2025	**Application Deadline**
January 2026	Applicant Notifications
February 2026	Complete and Sign Grant Agreement

Application/Submission Information and Instructions
Application deadline 28-November-2025 (5:00PM)
Application to be submitted to NCEMLTR.grant@ncdps.gov with subject line "Applicant name – Project name – 2025 DRMF Grant Application"

The application email should include a complete PDF Document structured based upon the 6 points below. The email may include additional attachments to support the project. Please make sure that you address each point below within the application. (Scoring weight in brackets):

1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit organizations should also include the "Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (5)
2) General description of the Project (10)
3) Describe how the project mitigates future damage from flooding and include the impact on the community. (35)
4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (30)
5) Timeline from approval of Grant to project completion. (10)
6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- A clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding of the need for engineering assistance grants for a specific mitigation project.
- A clear understanding of the benefits for residents, businesses, and other entities within a community including the percentage of the community impacted by the project.
- A professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.
- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of the likely implementation for a full construction project.

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- State of NC Substitute W-9 Form
- Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- Conflict of Interest Policy (G.S. 143C-6-23.(b))
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

Workshops for Disaster Relief and Mitigation 2025 Grant Program Funding Opportunity

Sept. 24, 2025, Workshop (10:00AM-11:00AM):
September 26, 2025, Workshop (10:00AM-11:00AM):

For more information, please send any questions to NCEMLTR.grant@ncdps.gov

Appendix 2

Scope of Work or Grant Application

Engineering Assistance Project will evaluate and design a coordinated countywide flood monitoring network to support real-time situational awareness and public warning during storm events. Polk County currently maintains only one limited-function river gauge, leaving most major watersheds without reliable hydrologic visibility. As a result, emergency management must often rely on anecdotal reports and visual observations rather than timely, quantitative data when making life-safety decisions.

This Engineering Assistance request will complete the preliminary technical work needed to develop a conceptual five-gauge network serving the Green River, Pacolet River, and Lake Adger Dam. Tasks will include a hydrologic review of priority watersheds, evaluation of candidate sites, and identification of preferred locations that will provide the greatest advance warning and downstream coverage. The project will also examine gauge technologies, telemetry options, and system architecture to ensure that the future network can transmit reliable real-time data to Polk County Emergency Management, 911Communications, and other partners.

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NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Jeffrey Smythe, Secretary
William C. Ray, Director

12 February 2026

Mr. Marche Pittman
County Manager
Polk County
P.O. Box 308
Columbus, NC 28722

Dear Mr. Pittman,

North Carolina Emergency Management (NCEM) is pleased to inform you that your Flood Gauge A&E grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of $94,750.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to NCEMLTR.grant@ncdps.gov.

i. State of NC Substitute W-9 Form
ii. Supplier Electronic Payment Request Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
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))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Coordinator, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully,
DocuSigned by:
William C. Ray
William C. Ray
Director & Deputy Homeland Security Advisor
North Carolina Emergency Management

1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236
Phone: 919-825-2500 Fax: 919-825-2685 | www.ncdps.gov www.readync.gov
An Equal Opportunity Employer

Appendix 4

Documents for Reimbursement Request

Quarterly Progress Report – Form LTR002/2022

Request for Reimbursement - Form LTR003

Summary of Documentation (SOD) – Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

North Carolina Division of Emergency Management

Long Term Recovery Grant Program

QUARTERLY PROGRESS REPORT

Progress Report Period: _____ to _____

Project Title: _____ MOA #: _____

Applicant: _____

Address: _____ County: _____

Contact Person: _____ Title: _____

Phone #(s): _____ Email Address: _____

Total Project Expenditures to Date: $ _____

---

1. Date of Project Approval:
2. Start Date of the Project:
3. Percent of Work Completed to Date: _____ %
4. Anticipated Completion Date:
5. Actual Completion Date:
6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: $
8. Problems encountered:

9. Status: *(Please check pertinent information).*

Project Status	Project Cost Status
(1) ☐ Project on schedule	(1) ☐ Cost unchanged
(2) ☐ Project completed	(2) ☐ Cost overrun
(3) ☐ Project delayed	(3) ☐ Cost under-run
(4) ☐ Project canceled	

Request for Reimbursement (RFR)

Form LTR003

Grantee: _____Identification Number: _____

Mailing Address: _____ City, Zip: _____

MOA Grant #	Grant Amount $	Previous Payments $	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: _____

Signature: _____

Date: _____

NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE WORK Form LTR001

(1) Applicant:	(2) MOA Number:
(3) FIPS/Duns or Tax ID/EIN No.	

(5) Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	(6) Delevery Date of articles or performance services	(7) **DOCUMENTATION** List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category	(8) Applicant Proposed Eligible Costs
Force Account Labor			
		Total	**0.00**
Equipment			
		Total	**0.00**
Materials			
		Total	**0.00**
Contract			
		Total	**0.00**
Other			
		Total	**0.00**
		(9) Grand TOTAL	**$0.00**
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	**$0.00**

Signature: