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NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

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

FY24 State and Local Cybersecurity Grant Program (SLCGP)

AL #: 97.137
Grant#: EMW-2024-CY-05275

Memorandum of Agreement (MOA)
between

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

GRANTEE:
Caldwell County
PO Box 2200
Lenoir, NC 28645

Tax ID/EIN #: 566001967
Unique Entity ID (from SAM.gov): HL4FGNJNGE97

MOA #: 24SLCGP002 **Award amount:** $119,000.00
Period of performance: 12/13/2024 to 2/28/2028
Cost center: 102642-0-0-6024-19GH000601
Project Title Backup & Data Security Enhancement

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 GRANTOR shall provide SLCGP funding to GRANTEE 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 FY2024 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 and associated Budget as submitted by GRANTEE with any amendments/adjustments approved by GRANTOR.

2. **Authority**
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 2024 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, GRANTEE agrees to use these funds in a manner consistent with all applicable laws and regulations.

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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 FY2024SLCGP 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 GRANTOR (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 FY2024 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 FY2024 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:

GRANTEE 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.

5. **Compensation**
GRANTOR agrees that it will pay GRANTEE complete and total compensation for the services to be rendered by GRANTEE. Payment to GRANTEE for expenditures under this Memorandum of Agreement (MOA) will be reimbursed after GRANTEE'S request for reimbursement, detailed invoices, and proof of payment are submitted and approved for eligible expenses, and goods and/or services have been received. These documents must be submitted no later than 30 days after the POP end date.

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. GRANTEE must:

i. Complete any procurements, expenditures, and receipt of goods or services within the POP. This includes software subscriptions, which even if paid for during the POP must be pro-rated so that the subscription

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period reimbursed is only for the duration of the POP. See NCEM | Grants for a Pro-Rated Services Calculator to calculate the amount of eligible costs within the POP.

ii. Match Requirement. The required match/cost share for FY24 SLCGP is 30% of total project costs. For example, if an applicant submits a project costing $100,000, the applicant would be responsible for $30,000 of those costs, and they would only be applying for $70,000 of federal funding for the project ($70,000 federal funding / .70 × .30 = $30,000 grantee match/cost share). If an applicant is applying for the maximum $250,000 federal award for FY24 SLCGP, their required match/cost share would be $107,143 (rounded up), for total project costs of $357,143.

iii. GRANTEE must submit requests for reimbursement with all required documentation attached in *Salesforce*. Once GRANTOR is satisfied that GRANTEE has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 102642-0-0-6024-19GH000601 in the North Carolina Financial System (NCFS). See GRANTEE paragraph 7.H.

B. Required Documents/Forms. GRANTEE must submit the following documents to GRANTOR in *Salesforce* upon execution of this MOA. This is not required if GRANTEE has previously submitted these documents to GRANTOR for this or any other grant; however, if any of these documents are not current, GRANTEE must submit updated document(s) in *Salesforce*:

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. GRANTEE Procurement Policy

Upload & maintain your most recent procurement policy in your Salesforce account for your organization. See UNC School of Government procurement policy resources for local governments in NC, and North Carolina Center for Nonprofits Purchasing & Procurement Policy Samples for guidance on procurement policies. Make sure your procurement policy for your organization adequately addresses purchasing under federal awards. See FEMA Resource Library: Purchasing Under a FEMA Award for guidance.

C. Annual Progress Reports. Complete annual progress reports in *Salesforce*. For reporting period 07/01/2026 – 06/30/27, report is due 07/31/2027. For reporting period 07/01/2027 – 06/30/28, report is due 07/31/2028 or end of POP, whichever is sooner. Report is also required with submission of final reimbursement request (RFR) submitted per GRANTEE paragraph 7.H. below.

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

D. Nationwide Cybersecurity Review (NCSR). GRANTEE 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. Grantee is required to upload NCSR Completion Certificate in Salesforce.

Three NCSRs are required as follows:

NCSR	Completion Period
2025	10/01/2025 - 02/28/2026
2026	10/01/2026 - 02/28/2027
2027	10/01/2027 - 02/28/2028

If GRANTEE closes their award prior to end of POP no further NCSR are required.

E. Required Services and Memberships.

Cyber Hygiene Services (CHS):

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- 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 SLGCP. For more information, visit CISA's Cyber Hygiene Information Page.
- GRANTEE is required to certify CHS compliance and provide proof of CHS compliance upon request of GRANTOR.

7. Responsibilities

GRANTOR:

A. GRANTOR shall provide funding to GRANTEE to perform the activities as described herein.

B. GRANTOR shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.

C. GRANTOR shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments/adjustments.

D. GRANTOR has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

GRANTEE:

A. This MOA must be signed and returned to GRANTOR within 45 days after GRANTEE receives this MOA. The grant shall be effective upon return of the MOA.

B. GRANTEE shall expend FY2024 SLCGP Grant Program funds in accordance with the FY2024 SLCGP NOFO, the grant application, and this MOA.

C. Documentation to be provided throughout POP:

i. Annual Progress Reports, per paragraph 6.C. above.

ii. Annual NCSR, per paragraph 6.D. above.

iii. CHS compliance upon request of GRANTOR, per paragraph 6.E. above.

iv. GRANTEE-involved legal action that pertains to any goods or services purchased with grant funds.

v. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to GRANTEE by GRANTOR.

vi. Roster and after-action report (AAR) for grant-funded exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).

vii. Roster and syllabus for grant-funded training.

viii. Any other documentation requested by GRANTOR.

D. Procurement.

i. GRANTEE shall utilize the most restrictive of all federal, State of NC, and their own local procurement policies & procedures that allows for compliance with all applicable layers (federal, state, and their own).

ii. GRANTEE must follow the procurement standards identified in 2 CFR 200.317 – 200.327 and Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and as outlined in the FY2024 SLCGP NOFO and 2025 FEMA Preparedness Grants Manual. GRANTEE shall comply with all

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applicable laws, regulations and program guidance. GRANTEE 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. Grantees 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. below.

vi. Complete all procurement by the end of POP.

E. 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.

GRANTEE 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 grantees have not been suspended or debarred from doing business with the federal government.

F. 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. GRANTEE is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

G. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(b)(4).

H. Requests for Reimbursement (RFR). Submit RFR for items or services received in *Salesforce*. GRANTOR will reimburse GRANTEE for eligible costs as outlined in the applicable DHS program guidelines and FY2024 SLCGP NOFO. GRANTEE must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from GRANTOR. GRANTEE must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after GRANTEE payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by GRANTEE, and that the products and/or services have in fact been received by GRANTEE. RFRs must also include a summary of expenditures included in the RFR completed by GRANTEE. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

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Refer to RFR webinar for guidance on proper submission of RFRs for FY2024 SLCGP. RFRs must be submitted in an unlocked PDF file that does not require a password or any special permissions to open. All documentation attached to RFR submitted in *Salesforce*.

All reimbursement requests require a Summary of Invoices, Invoice(s), and Proof of Payment to be uploaded with the request. All documents must be legible and 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 must be either a cancelled check or ledger entry.
ix. Pro-Rated Services Calculator - Use this calculator to determine the total reimbursable amount of service contracts & subscriptions (including SaaS / Software as a Service) pro-rated for the period of performance (POP) of the grant. NCEM can only reimburse services & subscriptions that are delivered & utilized within the designated POP of the grant. Service & subscription periods that extend before or after the POP are not reimbursable.

I. Funds Management. GRANTEE agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within GRANTEE's central accounting and grant management system. GRANTEE 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. Grantee 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, GRANTEE 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.

J. Maintain a grant management filing system with required grantee file documentation. GRANTEE 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. GRANTEE 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 GRANTEE 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.

K. Property and Equipment. GRANTEE 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. In addition, GRANTEE will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
   ii. Property and equipment purchased with SLCGP funds shall be titled to GRANTEE, unless otherwise specified by NCEM, DHS and/or FEMA. GRANTEE 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 GRANTEE for any loss or damage to said property until the property is disposed of in

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accordance with SLCGP Program requirements. GRANTOR will not be held responsible for any property purchased under this MOA.

iii. GRANTEE 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. GRANTEE 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 $10,000 or more per unit. GRANTEE may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $10,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to GRANTOR. The grant summary, reimbursement request(s) with backup documentation, certificate of title, and any other GRANTEE 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. GRANTEE must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. GRANTEE 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. GRANTEE 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, GRANTEE 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 GRANTOR, DHS and/or FEMA, GRANTEE 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, GRANTEE must notify GRANTOR via *Chatter* in *Salesforce* prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than $10,000 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 $10,000 may not be retained, transferred, or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. GRANTEE must provide documentation that includes the method used to determine current fair market value.

ix. Communications equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator (SIEC) to ensure interoperability and long-term compatibility. In order 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 NCEM Communications Branch Memo.

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 GRANTEE and shall not be reimbursed under this MOA.

M. Conflicts of Interest.

i. State Law. Per N.C.G.S. § 143C-6-23(b), GRANTEE is required to file with GRANTOR a copy of GRANTEE's policy addressing conflicts of interest that may arise involving 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 GRANTEE's employees or members of its board or other governing body, from GRANTOR'S disbursing of grant funds,

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and shall include actions to be taken by 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.**

ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the FEMA Preparedness Grants Manual, all grantees 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 grantee 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(c) and the FEMA Preparedness Grants Manual, all grantees 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 grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, grantees 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 grantee. All grantees 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, grantees 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 Historic Preservation Review (EHP). See Paragraph 13.

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 FY2024 SLCGP NOFO and Subaward Notification.

Q. DHS Standard Terms and Conditions
GRANTEE must comply with all applicable provisions of the FY2024 DHS Standard Terms and Conditions (Attachment 2). This applies to all new federal financial assistance awards funded in FY2024. These terms and conditions flow down to grantees unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

R. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, GRANTEE must submit to GRANTOR, 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 FY2024 DHS Standard Terms and Conditions (Attachment 2), incorporated by reference herein, for the performance of the activities. This closeout documentation must be submitted in *Salesforce*.

Required documentation includes:

- A complete accounting of how all grant funds were used
- A certification stating that funds were used for the purposes appropriated
- Any additional closeout documentation requested by GRANTOR

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- Agreement that all reported program activity results are subject to review and authentication. GRANTEE shall provide access to work papers, receipts, invoices, and reporting records upon request for audit purposes.

Once the complete final performance and financial status report package has been received and evaluated by GRANTOR, GRANTEE will receive official notification of MOA closeout. This notification will confirm that GRANTOR is officially closing the MOA and will retain all related files and materials for a minimum of five (5) years, or until all audit exceptions have been resolved—whichever is longer.

8. **Supplantation**
Grant funds will be used to supplement existing funds and will NOT replace (supplant) funds that have been appropriated and/or budgeted for the same purpose. Grantees 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. However, this shall not be construed to prohibit the use of funds from this grant for otherwise permissible uses on the basis that the GRANTEE has previously used GRANTEE funds to support the same or similar uses.

9. **Taxes**
GRANTEE shall be considered to be an independent grantee and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by GRANTEE under this grant. If eligible, GRANTEE 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.

10. **Warranty**
As an independent grantee, GRANTEE 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.

11. **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 grantees (including non-profit organizations) to meet these requirements: https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

12. **Audit Requirements**
For all federal grant programs, GRANTEE is responsible for obtaining audits per 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a grantee that receives a combined $1,000,000 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 grantee's fiscal year end. GRANTEE 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/.

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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 GRANTEE, 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 $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.

If GRANTEE is a unit of local government in North Carolina, GRANTEE 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 GRANTEE 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.

13. Construction, Renovation, and Infrastructure Projects

A. Environmental Historic Preservation Review (EHP). Per the FY2024 SLCGP NOFO, grant funds may not be used to acquire land or to construct, remodel, or perform alterations of buildings or other physical facilities; however, this prohibition does not include "minor building modifications" necessary to install and connect grant-purchased equipment that do not substantially affect a building's structure, layout, systems, or critical aspects of a building's safety, or otherwise materially increase the value or useful life of a building. Therefore, grant applications requesting funds to acquire land or to construct, remodel, or perform alterations of buildings or other physical facilities beyond "minor building modifications" as described above will be rejected.

Minor modifications may be permitted with appropriate FEMA Environmental Planning and Historic Preservation (EHP) review and compliance.

- Examples of allowable "minor modifications" with appropriate EHP review may include:
- Replacing or installing servers, communication, or network components onto existing racks and using existing cabling.
- Installation of new equipment cabling through existing conduit and no new holes in walls, ceilings, or floors.
- Tabletop equipment such as computers, monitors, and workstations.

For minor modifications, required Environmental and Historic Preservation (EHP) Screening Form should be submitted within 30 days of the award date via Salesforce, with a copy sent to the NCEM grant manager.

Refer to paragraph D.13. of FY2024 SLCGP NOFO for a detailed information on funding restrictions, and allowable v. unallowable costs.

See Information Bulletin No. 523: Guidance on Fiscal Years 2022–2024 State and Local Cybersecurity Grant Program (SLCGP) Minor Modifications to Existing Facilities or Other Physical Facilities for more details.

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). Grantors and grantees 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.*

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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 grantor who, in turn, will forward the disclosures to FEMA, the federal awarding agency; grantees will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

See 2 CFR Part 184 for BABAA requirements.

14. Grantee Monitoring

Grantee Monitoring – The linked document explains NCDPS/NCEM monitoring for all SLCGP grantees and is incorporated by reference into this MOA.

15. Points of Contact

To provide consistent and effective communication between GRANTOR and GRANTEE, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contacts shall be NCEM Preparedness Grants Management Branch and NCEM Regional Branch Office. GRANTEE's contact shall be the person(s) designated by the GRANTEE in *Salesforce*. GRANTEE is required to keep GRANTOR informed and *Salesforce* updated if there are 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 the confidential information.

16. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

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 GRANTEE contracts/subcontracts any or all purchases or services under this MOA, then GRANTEE agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. GRANTEE and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If GRANTEE 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 GRANTEE Responsibilities in paragraph 7**

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above. A contractual arrangement shall in no way relieve GRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. GRANTEE 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 FY2024 SLCGP NOFO referenced herein.

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

19. **Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 –** John S. McCain National Defense Authorization Act of Fiscal Year 2019

Grantors, grantees, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and **2 C.F.R. §§200.216, 200.327, 200.471,** and **Appendix II to 2 C.F.R. Part 200**. The statute – as it applies to DHS grantors, grantees, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200 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.

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.

20. **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.

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

21. **Acknowledgement of Federal Funding from DHS**
Grantees 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.

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22. Lobbying Prohibition

GRANTEE 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 grantees 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.

23. 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, GRANTEE for itself, its assignees and successors in interest agrees as follows:

A. Age Discrimination Act of 1975
Grantees 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
Grantees 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 grantees 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
Grantees must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Grantees of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

D. Civil Rights Act of 1968
Grantees 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 grantees 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

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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
Grantees 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)
Grantees must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that grantees 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.

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. Grantees must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

H. Rehabilitation Act of 1973
Grantees 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
Grantees must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

24. Assurance of Compliance with Privacy Act
Grantee 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 Grantee, its third-party grantees, contractors, or their employees to accomplish a DHS function.

B. To notify DHS when the Grantees or any of its third-party contractors, subcontractors, grantees, 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 grantee, 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

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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 subgrants 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.

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

Grantees 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. Grantees may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

26. Certification Regarding Drug-Free Workplace Requirements (Grantees Other Than Individuals)

Grantees must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the grantees 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).

27. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on 12/13/2024 to the end of the POP.

28. Statement of OMB Assurances

GRANTEE 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. Grantees 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, grantees who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.

B. GRANTEE must complete the appropriate form(s) and Salesforce Chatter the form(s) to their NCEM grants manager(s) upon execution of this MOA. GRANTEE must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to GRANTEE's specific program to ensure that all possible situations are covered.

29. 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.

30. 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.

31. 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.

32. Modification

This MOA may be amended only by written amendments duly executed by GRANTOR and GRANTEE.

33. Termination

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until POP end date. 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

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herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the FY2024 SLCGP NOFO, incorporated by reference herein, GRANTEE shall reimburse NCEM for said property and/or expenses.

34. Compliance

GRANTEE 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 FY2024 SLCGP NOFO. GRANTEE 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 GRANTEE for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

See Grantee Monitoring - explains NCDPS/NCEM monitoring for all EMPG, HSGP, NSGP, SLCGP, EOCGP, HMEP, Tier II & CBCG grantees.

35. Execution and effective date

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of GRANTEE, to NCEM on behalf of GRANTOR 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 start of POP on 12/13/2024 through end of POP. Failure to provide applicable reimbursement request(s), proofs of payment and/or a deobligation request letter within 30 days of the end of the POP may result in automatic deobligation of grant funds.

36. 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. All references in this MOA to the DHS Standard Terms and Conditions are to **Version 3 of the FY24 DHS Terms and Conditions dated 04/4/24.** These provisions are incorporated by reference in this MOA and must be followed by GRANTEE as applicable.

C. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- Attachment 1 - Scope of Work / Approved Application and associated Budget in Salesforce: App-0001002
- Attachment 2 - FY24 DHS Standard Terms and Conditions

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AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are duly authorized to bind their respective principals to the terms of this Memorandum of Agreement (MOA). In witness whereof, the Grantor and Grantee have each executed this MOA, and the parties agree that it shall be effective as of the POP (Period of Performance) start date, regardless of the actual date of signature by any party.

For RECIPIENT:

By: Signed by: William C. Ray 75DD1C0856524DB... **Date:** 10/29/2025

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

For GRANTEE:

By: Signed by: Anthony Helton 3E978105E774450... **Date:** 11/13/2025

By: _____ **Date:** _____

By: _____ **Date:** _____

Approved as to Form:

By: DocuSigned by: William Polk 99F06A3C9472419... **Date:** 10/28/2025

William Polk, Deputy General Counsel
Reviewed for the North Carolina Department of Public Safety to fulfill the purposes of the FY24 State and Local Cybersecurity Grant Program (SLCGP)