

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: May 21, 2025

SUBJECT: NC Emergency Management Capacity Building Competitive Grant Award

PRESENTER: Jimmy Brissie, Public Safety Director

ATTACHMENTS:

1. Budget Amendment
2. Grant Award
3. Trailer Proposal

SUMMARY OF REQUEST:

During March 2024, the Board authorized staff to apply for a North Carolina Department of Public Safety, Division of Emergency Management Capacity Building Competitive Grant (CBCG) for the purchase of a Medical Support Unit Trailer (MSU). This grant is funded with State of North Carolina funds. In July of 2024 the County received notice of the award of this grant. Due to the impacts of Hurricane Helene, the execution of the grant and MOU was delayed until February 2025.

Staff have identified a North Carolina vendor available via a state purchasing contract to provide a unit meeting specific County requirements, ensuring compatibility with similar trailers used throughout the region and the state.

BOARD ACTION REQUESTED:

The Board is requested to approve the receipt of the 2024 CBCG grant funds for a Medical Support Trailer and authorize staff to execute the attached budget amendment and documents for the purchase of the medical support trailer on state contract.

Suggested Motion:

I move to approve the receipt of the 2024 CBCG grant funds for a Medical Support Trailer and authorize staff to execute the necessary budget amendment and documents for the purchase of the medical support trailer on state contract.

Department: Emergency Management

Please make the following line-item transfers:

What expense line-item is to be increased?

[illegible]

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
114433-454034-9100	CBCG GRANT FUNDS	\$106,367
115433-538100	PROFESSIONAL SERVICES	\$3,198
		\$109,565

Justification: *Please provide a brief justification for this line-item transfer request.*

Emergency Management awarded an NCDPS CBCG Grant for the purchase of a Medical Support Trailer. Additional funds reallocated to cover tax and tag costs. BOC approved 5.21.25

Authorized by Department Head _____ 5/21/2025
Date

Authorized by Budget Office _____ Date _____

Authorized by County Manager

Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____



Josh Stein, Governor

NC Department of Public Safety EMERGENCY MANAGEMENT

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

Emergency Management Capacity Building Competitive Grant

NC Appropriations Act of 2023, [Session Law 2023-134](#), Section 19I.2.(a), page 507

[Joint Conference Committee Report on the Current Operations Appropriations Act of 2023](#), page E39, number 79

Memorandum of Agreement (MOA)

between

GRANTOR

State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607
MOA #: 24CBCG257

GRANTEE

Henderson County
113 N. Main St.
Hendersonville, NC 28792
Tax ID/EIN #: 56-6000307-A
UEID #: ML7WDJLRKP4

Award amount: \$106,513.00

\$

Cost center: 206372-1908305-0-2024-0

Period of performance (POP): July 01, 2024 – June 30, 2026

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities and procedures to implement the terms and conditions of the FY 2024 Emergency Management Capacity Building Competitive Grant ([CBCG](#)), **NC Appropriations Act of 2023**, [Session Law 2023-134](#), Section 19I.2.(a), page 507 and [Joint Conference Committee Report on the Current Operations Appropriations Act of 2023](#), page E39, number 79.

The purpose of this grant is to provide competitive grants to county emergency management agencies established in accordance with G.S. 166A-19.15 to ensure local emergency management offices are adequately equipped, trained, and prepared for all hazards and emergencies.

See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application as submitted by GRANTEE with any amendments approved GRANTOR.

2. Authority

This grant award and MOA are authorized under the provisions of: (1 **NC Appropriations Act of 2023**, [Session Law 2023-134](#), Section 19I.2.(a), page 507, (2) [N.C.G.S. §166A-19.12\(13\)](#) and (3)

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



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

and 09 NCAC 03M. By accepting this award, GRANTEE agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. **Funding**

GRANTOR agrees that it will pay GRANTEE compensation for eligible services rendered by GRANTEE. Payment to GRANTEE for expenditures under this MOA will be reimbursed after GRANTEE's reimbursement request is submitted and approved for eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided.

- A. **GRANTEE acknowledges that they are further prohibited from sub-granting these funds.** GRANTEE agrees to complete all sections of the final progress report at closeout (Attachment 2).
- B. Pursuant to N.C.G.S 143C-1-1, GRANTEE 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 ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. GRANTEE acknowledges and agrees that, in its conduct under this MOA and in connection with any and all expenditures of grant funds, GRANTEE shall comply with the cost principles in the Code of Federal Regulations, 2 CFR, Part 200.
- D. This MOA must be signed and returned to GRANTOR within 45 days after GRANTEE receives notice of this award. The grant shall be effective upon return of the executed MOA and final approval by GRANTOR of the project budget and program narrative.
- E. GRANTEE must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 20 below regarding compliance.

4. **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. GRANTEE is required to have and maintain a current Unique Entity Identifier (UEI) created in the System for Award Management (SAM).
 - ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, UEI number and EIN up to date in SAM, and the UEI number used in SAM must be the same one used to apply for all awards from GRANTOR.
 - iii. Complete any procurement(s) and expenditures no later than 6/30/2025.
 - iv. Provide final progress report upon closeout to GRANTOR (cbcg@ncdps.gov). See paragraph 4.C. below for details on required final progress report.
 - v. No Match Requirement. GRANTEE is not required to provide matching funds in cash or in-kind for this award.
 - vi. 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 requests can be processed for payment. The distributions of

funds will be coded to cost center 206372-1908305-0-2024-0, account 564000008 in the North Carolina Financial System (NCFS).

- vii. Grant funds may be used to supplement existing federal, state, local and/or tribal funds for program activities but 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.

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. Procurement policy

C. Final Progress Report

GRANTEE agrees to provide final progress report upon closeout in *Salesforce* and shall at a minimum include:

- i. Period beginning balance of GRANTEE funding pursuant to this agreement (total award minus all reimbursements at beginning of quarter).
- ii. Total expenses reimbursed in the quarter.
- iii. Period ending balance of GRANTEE funding pursuant to this agreement (total award minus all reimbursements at end of quarter).
- iv. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date.
- v. Attachment 2 is a copy of the final progress report.
- vi. Final progress report shall be submitted in *Salesforce* upon closeout of grant.

5. Scope of Work

GRANTEE shall implement the approved CBCG project(s) as described in Attachment 1, which is hereby incorporated by reference into this MOA.

Documentation to be provided throughout the Period of Performance of the grant:

- A. Final progress report upon closeout, per paragraph 4.C. above.
- B. GRANTEE involved legal action that pertains to any goods or services purchased with grant funds.
- C. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to GRANTEE by GRANTOR.
- D. All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:

- i. Name and address of the vendor or establishment providing the product or service.
- ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
- iii. Date the product or service was provided.
- iv. Itemized description of all products or services.
- v. Unit price of products or services (if applicable).
- vi. Total amount of eligible expenditures.
- vii. Copy of executed contract/subcontract agreement (if applicable).
- viii. Proof of payment of expenses associated with the project.

E. Any other documentation that would be pertinent.

6. Responsibilities

GRANTOR:

- A. GRANTOR shall provide funding (reimbursement) 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 all CBCG grant requirements.
- C. GRANTOR shall provide final progress report form (Attachment 2) and Request for Reimbursement form (Attachment 3).
- D. GRANTOR shall monitor the completion of this project.

GRANTEE:

- A. GRANTEE must sign and return MOA to GRANTOR within 45 days after GRANTEE receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by GRANTOR of the project budget and program narrative.
- B. GRANTEE understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-23 (State grant funds: administration; oversight and reporting requirements) and 09 NCAC 03M .0205 (MINIMUM REPORTING REQUIREMENTS FOR GRANTEES) as applicable.
- C. Requests for Reimbursement (RFR).
GRANTEE must submit invoice(s) requesting reimbursement for services and items received in *Salesforce*. Grantor will reimburse GRANTEE for eligible costs as outlined in the applicable FY2024 CBCG NOFO.

GRANTEE must take possession of all purchased items and equipment and receive any grant-eligible service prior to seeking reimbursement from GRANTOR. GRANTEE must submit RFR within 60 days of payment of invoice. RFR 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. RFR must also include RFR form (Attachment 3) and a summary listing of expenditures completed by GRANTEE.

All RFRs must be submitted within 30 days of the POP end date. Final RFR will not be processed until the final progress report is submitted in *Salesforce* per above paragraph 4.C.

D. 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.
- 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.

E. Closeout Reporting Requirements.

Following the principles of 2 CFR 200.344, GRANTEE must submit to GRANTOR, no later than 30 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of this MOA. If GRANTEE expends all grant funds prior to the end of the POP, GRANTEE must submit this documentation to GRANTOR within 30 days of the expenditure of all grant funds.

Documentation required:

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Final progress report (Attachment 2) per above paragraph 4.C.
- v. Any other closeout documentation requested by GRANTOR.
- vi. GRANTEE agrees that all program activity results information reported shall be subject to review and authentication and GRANTEE will provide access to work papers, receipts, invoices and reporting records, if requested by GRANTOR, as GRANTOR executes any audit internal audit responsibilities.
- vii. Once the complete final performance and financial status report package has been received and evaluated by GRANTOR, GRANTEE will receive official notification of MOA close-out from GRANTOR.
- viii. The notification will inform GRANTEE that GRANTOR is officially closing the MOA and retaining all MOA files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

F. Procurement

GRANTEE 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 (Chapter 143 - Article 3) and the Purchase & Contract Administrative Code.

- i. **If GRANTEE utilizes local procurement policies, GRANTEE is required to submit a copy of the applicable policies they followed** and demonstrate that they complied with those policies, including competition as required.
- ii. GRANTEE is required to check the federal System for Awards Management (SAM), and the State Debarred Vendors Listing, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.
- iii. 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 for non-compliant grant GRANTEEs. 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.
- iv. Submit invoice(s) requesting reimbursement for item(s) and service(s) received in Salesforce. GRANTOR will reimburse GRANTEE for eligible expenditures as determined by GRANTOR. GRANTEE must take possession of all purchased items and equipment and receive any grant-eligible service prior to seeking reimbursement from GRANTOR. See GRANTEE responsibilities specified in paragraph 6.C. above for RFR.

G. Property and Equipment

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

- i. GRANTEE 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. GRANTEE 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 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.
- ii. 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.
- iii. GRANTEE or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- iv. Property and equipment purchased with CBCG grant funds shall be titled to GRANTEE, and GRANTEE shall be responsible for the custody and care of any property and equipment purchased with grant funds furnished for use in connection with this MOA. GRANTOR will not be held responsible for any property purchased under this MOA.

GRANTEE must utilize all property and equipment as intended in their approved project application (as amended, if applicable).

- v. Disposition Procedures. Unless otherwise directed by GRANTOR, GRANTEE may keep or dispose of any items and equipment purchased with grant funds when the equipment is no longer needed by GRANTEE.
- H. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.
- I. Indirect Costs. No indirect costs will be charged to this award.
- J. The purchase or acquisition of any additional materials, equipment, items, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of GRANTEE and shall not be reimbursed under this MOA.
- K. Conflict of Interest. 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 the GRANTEE disbursing of State funds, 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 must be filed before GRANTOR will disburse any grant funds to GRANTEE.**
 - i. In conjunction with providing the conflict of interest policy to GRANTOR, GRANTEE 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.
 - ii. This includes GRANTEE'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 or subcontracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract or subcontract supported by this grant 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 interests in or a tangible personal benefit from a firm considered for a contract or subcontract.
 - iii. The officers, employees, and agents of GRANTEE may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subcontracts. GRANTEE may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of GRANTEE. All GRANTEES 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, GRANTEE 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. Travel.

GRANTEE must have an acceptable local travel regulation plan or accept the state travel regulations.

M. Records Retention for Auditing & Monitoring.

GRANTEE acknowledges and agrees that, from and after the date of execution of this MOA for five (5) years following its termination, the books, records, documents, and facilities of GRANTEE are subject to being audited, inspected, and monitored at any time by GRANTOR upon request (whether in writing or otherwise). GRANTEE further agrees to provide GRANTOR staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

N. Advertising.

GRANTEE agrees not to use the existence of this grant award or the name of GRANTOR as part of any commercial advertising, without prior approval of GRANTOR.

7. **Taxes**

GRANTEE is 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.

8. **Warranty**

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 sovereign immunity of the State of North Carolina.

9. **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 \$500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>. This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC. **Government entities including counties and local governments are not required to file these reports.**

If GRANTEE is a unit of local government in North Carolina (including certain designated public authorities, public hospitals and related entities), 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 are set by the Local Government Commission (*see* Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission). **Government entities including counties and local governments are generally subject to the audit and reporting requirements of the Local Government Commission.**

10. 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 Grants Management Branch and NCEM Field Branch staff. 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.

11. 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.

12. Contracting/subcontracting

If GRANTEE contracts/subcontracts any or all purchases or services under this MOA, then GRANTEE agrees to include in the contract/subcontract agreement 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 GRANTOR harmless against all claims of whatever nature arising out of the contractor/subcontractor 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 forwarded to GRANTOR.**

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 shall remain an independent GRANTEE and as such shall be wholly responsible for the scope of work to be performed under this MOA and for the supervision of their employees and assistants. GRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with GRANTOR.

GRANTEE shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of business and work performance under this MOA, including those of federal, state, local and/or tribal agencies having appropriate jurisdiction.

GRANTEE acknowledges and agrees that, in its conduct under this MOA and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

13. 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 CBCG grant funds, and GRANTEE must comply with all other requirements of these divestment and do-not-contract laws.

14. 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.

15. Antitrust laws

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

16. 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.

17. 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.

18. Modification

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

19. Termination

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until 6/30/24. Either party upon thirty days advance written notice to the other party may terminate this MOA.

20. Compliance

GRANTEE shall comply with applicable federal, state, local and 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. 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 (incorporated by reference in this MOA), and/or termination of the award per 09 NCAC 03M.0801 and 2 CFR 200.340 (incorporated by reference in this MOA). Additional conditions may also be placed on

GRANTEE for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and possible placement of GRANTEE on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management (OSBM).

21. 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 terms and conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from 7/1/2024 through the end of the POP. Failure to provide applicable RFR(s) invoices, proof(s) of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

22. Attachments

All attachments to this MOA are incorporated as if set out fully herein. In the event of any inconsistency or conflict between the language of this MOA and the attachment hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.


This MOA includes the following attachments:

- Attachment 1 - Scope of Work / Approved Application in Salesforce: App-0000257
- Attachment 2 - Final Progress Report - to be provided under separate cover
- Attachment 3 - Request for Reimbursement Form - to be provided under separate cover
- Attachment 4 - NCEM Communications Branch Memo - to be provided under separate cover

AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this MOA. In witness whereof, GRANTOR and GRANTEE have each executed this moa and the parties agree that the MOA is effective as of the POP start date, even if this MOA is signed by any parties after that date.

For GRANTOR

DocuSigned by:

By: BD9D1C9856624CB...
**William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management**

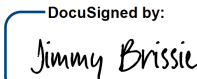
Date: 1/28/2025 | 07:58:58 EST

For GRANTEE

DocuSigned by:

By: 6FD15F63C547481...

Date: 1/28/2025 | 08:04:18 EST

DocuSigned by:

By: D5A816B26A3A4B5...

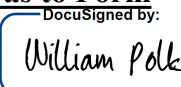
Date: 1/28/2025 | 05:21:36 PST

Signed by:

By: 7AFCCCA790B3417...

Date: 2/11/2025 | 08:42:19 EST

Approved as to Form

DocuSigned by:

By: 89F06A3C9472449
**William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DPS Emergency
Management Capacity Building
Competitive Grant program.**

Date: 1/27/2025 | 15:49:34 EST

<div>SOUTHEASTERN SPECIALTY VEHICLES, INC.</div> <div>911 Martin Creek Road, Henderson, NC 27537</div> <div>Office: 866-640-2028 Fax: 252-460-1503</div> <div>Email: info@ssvsales.com</div>	SOLD & TITLED TO:		May 14, 2025
	DATE		
	Henderson County EMS		
	PURCHASER'S NAME		
	2529 Asheville Hwy		
	STREET ADDRESS		
Hendersonville	NC	28791	
CITY		STATE	ZIP
Benjiman Applebome		828-707-0701	
CONTACT		BUS. PHONE	

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE:		YEAR	2025	MAKE	Trailer
MODEL OR SERIES	Trailer	BODY TYPE	Hospital Trailer	COLOR	White
		TRIM	V.I.N.	TBD	
TO BE DELIVERED ON OR ABOUT	To Be Scheduled	SALESMAN	Neal Craig	STOCK NO.	TBD

CASH PRICE OF UNIT	One (1) Four Bed Mobile Hospital Trailer	\$106,513.00
F.O.B. FACTORY OR DESINATION:	Henderson, NC SSV Office	
One (1) Four bed mobile hospital trailer per attached specifications		
Utilizing 2025 NC Sheriffs Association Procurement Contract 25-05-021		
NCSA Fee		\$250.00
MSO/TITLE TO BE FILLED OUT AS FOLLOWS:		SEND MSO/TITLE TO:
Same as above		*Same as above*
PHONE:		

<u>USED VEHICLE TRADE-IN AND /OR OTHER CREDITS</u>		CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE:	\$106,367.00
MAKE OF TRADE-IN		STATE AND LOCAL TAXES	Customer
YEAR	MODEL	BODY	LICENSE, LICENSE TRANSFER, TITLE REGISTRATION FEE
V.I.N.			Customer
BALANCE OWED TO:		1. TOTAL PRICE OF THE UNIT	\$106,367.00
ADDRESS		2. DOWN PAYMENT:	
USED TRADE-IN ALLOWANCE		consisting of \$ 0 in cash	
BALANCE OWED ON TRADE-IN		and/or \$ net trade in	
NET ALLOWANCE ON USED TRADE-IN		allowance on trade-in; see statement in	
DEPOSIT OR CREDIT BALANCE		left hand column for details.	
DOWN PAYMENT (Trans. to Right Col.)		Delivery Charge	
EXPIRATION DATE:		3. UNPAID CASH BALANCE DUE ON DELIVERY	
6/1/2025		(difference between items 1 and 2)	
		\$106,367.00	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SOUTHEASTERN SPECIALTY VEHICLES, INC. (SSV) ARE THEIRS, NOT SSV, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SSV FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SSV ON ITS BEHALF.

PAYMENT IN FULL IS REQUIRED AT TIME OF FINAL INSPECTION AND/OR DELIVERY TO THE PURCHASER. LATE PAYMENTS ARE SUBJECT TO A \$1,000.00 FEE PLUS DAILY INTEREST OF 18% APR UNLESS PRIOR TERMS ARE AGREED UPON AND APPROVED BY THE PRESIDENT OR VICE-PRESIDENT OF SSV. NO VEHICLE TITLES WILL BE RELEASED UNTIL PAYMENT IS MADE OR FUTHER ARRANGEMENTS ARE MADE BY THE PURCHASER WITH TERMS IN AGREEMENT TO SSV.

THE FRONT OF THIS ORDER COMPRISES THE ENTIRE AGREEMENT AFFECTING THE PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IT IS PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, AND AUTHORIZED TO SIGN ON BEHALF OF THIS ORGANIZATION, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER. MY SIGNAUTRE HEREBY AUTHORIZES SSV TO PLACE THIS ORDER FOR OUR ORGANIZATION AND IS EQUIVILENT TO A PURCHASE ORDER FROM OUR ORGANIZATION.

PURCHASER'S SIGNATURE

DATE

ACCEPTED BY: Patrick Craig /s/ May 14, 2025

SOUTHEASTERN SPECIALTY VEHICLES INC. AUTHORIZED REPRESENTATIVE