

REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

Tracking Number: 13.

Date of Request: July 25, 2008

Date Request Received: July 25, 2008

Board Meeting Date Requested: August 4, 2008

Board Meeting Date Assigned: August 4, 2008

Short Title: Resolution Accepting Nims Training Grant From North Carolina Emergency Management, And Subcontracting Funds To Cape Fear Community College: \$8,490.20.

Request Status:
 Request is proceeding to Board of Commissioners
 More information is needed – see attached
 Request on hold – no further information needed
 Other:

Background: Pender County has been awarded \$8490.20 in FY 2007 Homeland Security Funding to provide incident management training to the first responders in the county. Each county in North Carolina received an equal amount of funding to offer this type of training. Cape Fear Community College has provided this training to all response organizations for several years, and continue to offer these classes to those groups requesting it. Since the college is already established in providing this training, and since they also provide for management of training transcripts, Pender County Emergency Management recommends entering into a subcontract with the college for these grant dollars. Many of the classes listed within the agreement are scheduled to be held in the county within the next 18 months. These funds will allow for the delivery of the classes within the county to reduce expenses for out-of-county travel.

(Administrative Use Only)

CONTRACT TYPE

- Renewal
- For Service(s)
- Intergovernmental – County as Grantee
 - Federal Grantor
 - State Grantor
 - Grantor
- County as Grantor
 - County Funds
 - Other Funds:
- Revision
- For Equipment

Specific Action Requested: The Pender County Board of Commissioners is requested to enter into a Memorandum of Agreement with the State of North Carolina to accept the \$8490.23 in FY 2007 training funds and sub-contract with Cape Fear Community College for the local delivery of the classes.

PURCHASING Budgeted Item: Yes No
Date Rec'd: Reviewed and Approved
 Comments on Reverse

Date Sent: Signed:

Requested by: Eddie King
Department: Emergency Management
Title: Director
Contact Phone: 910-259-1210
Contact Fax: 910-259-1409

ATTORNEY Reviewed and Approved
Date Rec'd: Legal Problem(s)
 Comments on Reverse

Date Sent: Signed:

FINANCE Sufficient Funds Available Not Available
Date Rec'd: Budget Amendment Necessary
 Budgeted Amendment is Attached
 Comments on Reverse

Date Sent: Signed:

CLERK Signature(s) Required:
 Board Chairman/County Manager
 Other:

Date Rec'd Approved by Board: Yes No
At meeting on

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval.

PBP
INITIALS

RESOLUTION: NOW, THEREFORE, BE IT RESOLVED, by the Pender County Board of Commissioners that

Pender County enters into a Memorandum of Agreement with the State of North Carolina to accept the \$8490.20 in FY 2007 training funds, and sub-contract with Cape Fear Community College for the local delivery of the classes. The Chairman and/or County Manager is authorized to execute any/all agreements necessary to implement the resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Williams ___ Blanchard ___ Brown ___ Rivenbark ___ Tate ___

J. David Williams, Jr., Chairman

8/04/08
DATE

Attest

8/04/08
DATE

MOA#: 1122
Tax #: 56-6000-329
Fund Code #: 1520-030-H1-513
MOA Amount: \$8,490.20
CFDA #: 97.067

MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY,
DIVISION OF EMERGENCY MANAGEMENT
AND
COUNTY OF PENDER

2007-GE-T7-0048-6033

I. SUBJECT

To ensure adequate preparedness for a response to an all hazards event to include terrorism within the State of North Carolina, funding has been allocated for training classes to provide for an effective, efficient planning and response to an all hazards event, as described in Attachment 1.

II. PURPOSE

The Department of Crime Control and Public Safety, Division of Emergency Management and the County of Pender, will enter into an agreement to provide training classes for the county of Pender to better prepare and respond to an all hazards event.

III. PARTIES

The parties to this Memorandum of Agreement (MOA) are: North Carolina Department of Crime Control & Public Safety, Division of Emergency Management, henceforth referred to in this document as Grantee, and the County of Pender, henceforth referred to in this document as Sub-grantee.

IV. BACKGROUND

The U.S. Department of Homeland Security has made funds available through the State Homeland Security Grant Number: FY2007-GE-T7-0048 to implement the goals and objectives of the State Homeland Security Strategy 2007-2010.

The Grantee and Sub-grantee enter into an arrangement by which the Grantee will provide Federal reimbursement funding to the Sub-grantee for the purpose hosting of National Incident Management System training classes to include: IS700, IS701, IS 702, IS703, IS706, IS800, IS860, ICS 100, 200, 300, 400, Incident Management Team Training, EOC Management and Operations, Exercise Design and Evaluation, Emergency Planning, Basic Public Information Officer, Mass Care and Sheltering, Mass Fatalities, Damage Assessment, Warning Coordination and Communications, Terrorism Awareness, Homeland Security Planning for Local Governments, Evacuation and Re-entry, and Donations Management.

V. AUTHORITY

The parties enter into this MOA under the authority of the following: 1) Public Law 105-277, the Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act, 1999 (Div. A, Sec.101 (B) at 112 Stat. 2681-50); 2) Department of Justice Appropriations Act, 1999 (Div. A, Sec. 101(B), Title I at 112 Stat. 2681-50); 3) Public Law 107-56, the U.S. Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 108-11, the Wartime Supplemental Appropriations Act of 2003; 6) FY 2003 Omnibus Appropriations Act; 7) the implementing regulations of each Act or Law; 8) The U.S. Department of Homeland Security Fiscal Year 2007 State Homeland Security Grant Program Guidelines and Application Kit available at http://www.ojp.usdoj.gov/odp/grants_programs.htm; 9) DHS FY FY2007-GE-T7-0048; 10) applicable DHS Information Bulletins; 11) The N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes; and, 12) The Sub-grantee further agrees to comply with current federal suspension and debarment regulations pursuant to OMB Circular A-133 which states in pertinent part that “[e]ffective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. SUB-GRANTEE shall be responsible to ensure that it has checked the federal Excluded Parties List System (EPLS) to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.”

VI. DUTIES & RESPONSIBILITIES OF THE DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT

Grantee agrees to:

A. Provide reimbursement to the Sub-grantee for the cost of instructors, rental fees, student travel expenses, training materials, and overtime and backfill costs associated with attendance at approved training courses.

VII. DUTIES AND RESPONSIBILITIES OF THE SUB-GRANTEE

Sub-grantee agrees to:

- A. Procure instructors, classroom, and provide training materials to students.
- B. Ensure instructor credentials for each class. A list of approved instructors can be found at www.nccrimecontrol.org under training. For additional information see attachment five.
- D. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Homeland Security grants manager. Grantee will reimburse Sub-grantee for eligible costs as outlined in the applicable Fiscal Year 07 USDHS Program Guidelines and Application Kits.
- E. Complete the procurement (s) process not later than **August 1, 2009**. This MOA will be reviewed **June 30, 2009** to ensure monies are being spent at a rate acceptable. If monies have not been spent, the Grantee reserves the right to terminate the MOA and the Grantee will manage the expenditure of funds to ensure all monies are spent before the end of the grant period, **June 30, 2010**.
- F. Provide quarterly progress reports to the NCEM Homeland Security grants manager as described in Attachment 2 by the following dates: 15 May, 15 September and 15 of December, 2008; and 15 March, 2009; 15 March and 15 June, 2010.
- G. Maintain grant management filing system as required in Attachment 4.
- H. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable USDHS Program Guidelines and Application Kits.
- I. Retain all original records pertinent to this MOA for three years from the date of the final Financial Status Report, as outlined in the applicable USDHS Guidelines and Application Kits and the USDHS Financial Management Guide, with the following exception: If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
- J. The Sub-grantee further agrees to comply with current federal suspension and debarment regulations pursuant to OMB Circular A-133 which states in pertinent part that “[e]ffective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. SUB-GRANTEE shall be responsible to ensure that it has checked the federal Excluded Parties List System (EPLS) to verify that contractors or sub-recipients have not been suspended or debarred from doing business with the federal government.”

VIII. FUNDING AND COMPENSATION

Grantee will reimburse Sub-grantee for the actual eligible costs incurred for the subject of this grant, **not to exceed \$8,490.20 (Eight thousand four hundred ninety dollars and twenty cents)**. Funds will be provided by the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management. The allocation of funds will be from the USDHS FY 2007 Homeland Security Grant Program.

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

Allowable eligible costs shall be determined in accordance with the applicable federal regulations, including but not limited to, 28 C.F.R. Parts 66, 67, 69 and 70, and the applicable USDHS Program Guidelines and Application Kits available at http://www.ojp.usdoj.gov/odp/grants_programs.htm, OMB Circulars A-21, A-87, A-122, A-128 and A-133, the USDHS Financial Management Guide available at http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf and the approval of the State Administrative Agent for the State of North Carolina, the Secretary of Crime Control and Public Safety. The applicable USDHS Program Guidelines and Application Kits, include but may not be limited to, the following: Fiscal Year 2007 Homeland Security Grant Program Guidelines.

IX. MODIFICATION OF THE AGREEMENT

Modifications of this agreement must be in writing and upon approval of both parties except as modified by official USDHS Federal Grant Adjustment Notice (GAN).

X. PROPERTY

All property furnished under this agreement shall become the property of the Sub-grantee. The Sub-grantee shall be responsible for the custody and care of any property furnished for use in connection with the performance of this agreement. Grantee will not be held responsible for any equipment purchased by Sub-grantee.

XI. COMMUNICATIONS

To provide consistent and effective communication between the Sub-grantee and the Department of Crime Control and Public Safety, Division of Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantee contacts shall be Mr. H. Douglas Hoell, Jr., Director; Steve Sloan Logistics Section Chief and Dianne Benton Training and Exercise Manager. Sub-grantee Principal Representative shall be Eddie King, Pender County Emergency Management.

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 Agreement. Any information which is 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 which: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information.

XII. SUBCONTRACTING

If the Sub-grantee subcontracts any or all purchases required under this Agreement, Sub-grantee agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-grantee agrees to include in the subcontract that the subcontractor shall hold Grantee harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-grantee subcontracts a copy of the executed subcontract agreement must be forwarded to the Division of Emergency Management and approval granted prior to the execution of said subcontract. Contractual arrangement shall in no way relieve Sub-grantee of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-grantee is bound by the terms, conditions and restrictions of the applicable USDHS Program Guidelines and Application Kits referenced herein.

XIII. COMPLIANCE WITH THE LAW

Sub-grantee shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-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 its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in applicable USDHS Program Guidelines and Application Kits.

XIV. WARRANTY

Sub-grantee shall hold Grantee 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.

XV. ANTITRUST LAWS

This Agreement is entered into in compliance with all State and Federal antitrust laws.

XVI. TERMINATION

The termination date is June 30, 2010. This MOA may be terminated upon submission of a 30-day advance written notice of termination.

Upon approval by USDHS 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 USDHS Grant Adjustment Notice or as established by the State Administrative Agency whichever is sooner.

If DHS suspends or terminates funding in accordance with 28 C.F.R. §66.43 and the applicable U.S. Department of Homeland Security Program Guidelines and Application Kits, attached and

incorporated by reference herein, Sub-grantee shall reimburse the Division of Emergency Management for said property.

XVII. ENTIRE AGREEMENT

This Agreement and any 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.

XVIII. EXECUTION

This MOA will become effective upon execution of all parties to the MOA. The date of execution shall be the date of the last signature which shall be that of Mr. Gerald A. Rudisill, Jr., Chief Deputy Secretary, NC Department of Crime Control and Public Safety.

ORIGINAL

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY

BY: 
H. DOUGLAS HOELL, JR., DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT

DATE: 5-14-08

BY: _____
EDDIE KING
PENDER COUNTY EMERGENCY MANAGEMENT COORDINATOR

DATE: _____

APPROVED AS TO PROCEDURES:

BY: _____
BENNIE AIKEN, CONTROLLER
DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY

DATE: _____

BY: 
MARVIN WATERS, CCPS GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY
BY MARVIN WATERS, CCPS GENERAL COUNSEL, TO FULFILL THE PURPOSES
OF THE US DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS

DATE: 5-23-08

BY: _____
GERALD A. RUDISILL, JR., CHIEF DEPUTY SECRETARY
NORTH CAROLINA DEPARTMENT OF CRIME CONTROL & PUBLIC SAFETY

DATE: _____

PREVIOUSLY APPROVED AS TO FORM FOR THE US DEPARTMENT OF HOMELAND SECURITY, STATE
HOMELAND SECURITY GRANTS, BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE.

ATTACHMENT ONE

Allowable expenses: National Incident Management System (NIMS) compliancy

The grant period is January 2008 through September 1, 2010. Listed below are the allowable expenditures:

1. Establishment of, support for, conduct of, and attendance at preparedness training programs within existing training academies/institutions, universities, or junior colleges. Preparedness training programs are defined as those programs related to prevention, protection, response, and or recovery from natural, technical, or manmade catastrophic incidents, supporting one or more Target Capabilities in alignment with National Priorities.
 - a. If possible, every effort should be made to coordinate and facilitate classes with a community college.
2. Overtime and backfill costs associated with attendance at approved training classes.
3. Student travel expenses. (Per diem and motel).

Examples of approved NIMS classes.

IS700 NIMS, IS701, IS702, IS703, IS706, IS800 National Framework, IS860, Incident Command System 100-400, Position Specific ICS courses, and Incident Management Team (Local or State) training. Other allowable courses are: EOC Management and Operations, Exercise Design and Evaluation, Emergency Planning, Basic PIO, Mass Care and Sheltering, Mass Fatalities, Damage Assessment, Warning Coordination and Communication, Terrorism Awareness, Homeland Security Planning for Local Governments, Evacuation and Re-Entry Planning, and Donations Management Workshop. Additional approved classes through the Department of Homeland Security Office of Grants and Training. These classes can be accessed through (<http://www.ojp.usdoj.gov/odp>).

ATTACHMENT TWO

QUARTERLY PROGRESS REPORT
Subgrantee: County of Pender
FY07 SHSP – MOA #.1122

Funds Expended Prior Quarters:

Quarter (list dates):

Grant Award: \$8,490.20

Training classes	Metric (Date, location, Name of class, name of instructor)	Current	Funds Expended

Report completed by:

Date submitted:

Submit report quarterly via email to dbenton@ncem.org. Report due dates are April 15, June 15, September 15, and December 15, 2008. Report due dates for 2009 are April 15, June 15, September 15, and December 15, 2009.

ATTACHMENT THREE
TRAINING CLASS INFORMATION (ROSTER)

Class Name	Date	Location	Instructor	#of Students

ATTACHMENT FOUR

Required Sub-Grantee File Documentation

The sub-grantee must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Emergency Management – Training and Exercise Branch Staff for site visits, project closeout and future audits.

The following documents are required for each grant award:

Memorandum of Agreement and Supporting Attachments

Completed Cost Reports

Progress Reports

**ATTACHMENT FIVE
INSTRUCTOR CREDENTIALS**

As EMI has eliminated most of their train the trainer courses and they have not been offered within our State we have determined the following guidelines for instructors on the following courses:

Damage Assessment
AWR-160 Terrorism Awareness
G108 Community Mass Care Management
G-275 EOC Management and Operations
G-202 Debris Management
G408 – Homeland Security Planning for Local Governments
G-358 Evacuation and Re-entry Planning
G-288 Donations Management Workshop
Exercise Design and Evaluation
Emergency Planning
Warning Coordination and Communication

Instructors for the above classes need to have taken the original class and have a certificate for an Instructor Methodology class. As we host train the trainers for the above class we will add additional instructors to our instructor database on our website www.nccrimecontrol.org

Approved instructor list at www.nccrimecontrol.org of resident EMI course

G-290 Basic Public Information Officer
G-386 Mass Fatalities

Independent Study through EMI

ICS 100 Basic Incident Command
ICS 200 Intermediate Incident Command
IS700 – NIMS (National Incident Management System)
IS701 – NIMS Multi Agency Coordination System
IS702 – NIMS Public Information System
IS703 – NIMS Resource Management
IS706 – NIMS Intrastate Mutual Aid – An Introduction
IS800.B – National Response Framework, An Introduction
IS803 – Emergency Support Function ESF 3 Public Works and Engineering
IS804 – Emergency Support Function ESF 4 Firefighting
IS860 – Introduction to the National Infrastructure Protection Plan
IS900 – NDMS Federal Coordinating Center Operations Course

Approved list of instructors on website www.nccrimecontrol.org

Incident Command System 200 through 400
Incident Commander
Safety Officer
Liaison Officer
Public Information Officer
Plans Section Chief
Resource Unit Leader
Situation Unit Leader
Demobilization Unit Leader
Documentation Unit Leader
Operations Section Chief
Division/Group Supervisor
Staging Area Manager
Logistics Section Chief
Communications Unit Leader
Medical Unit Leader
Food Unit Leader
Supply Unit Leader
Facilities Unit Leader
Ground Unit Leader
Finance/Admin Section Chief

Task Force/Strike Team Leader

**ATTACHMENT SIX
WEBFORMS**



North Carolina Division of Emergency Management
REPORT OF FEDERAL TRAINING (WebFORMS)



This form is utilized to report any training conducted at the municipality, county, regional, tribal, or state level utilizing Department of Homeland Security funds.

Sponsoring Jurisdiction:

Total Cost:

Grant Program:

Grant Year:

Number of People Trained (by Category)

Law Enforcement:	<input type="text"/>	Public Works:	<input type="text"/>
Emergency Medical Services:	<input type="text"/>	Government Administrative:	<input type="text"/>
Emergency Management Agency:	<input type="text"/>	Public Safety Communications:	<input type="text"/>
Fire Service:	<input type="text"/>	Health Care:	<input type="text"/>
Hazardous Materials:	<input type="text"/>	Public Health:	<input type="text"/>
Other:	<input type="text"/>	TOTAL STUDENTS:	0

Course Information

Start Date: End Date:

Federal Course ID #:

Course Title:

Course Description:

Mission Area:

Level of Training:

Complete this form and fax it to the NCEM Training & Exercise Group at (919) 733-6327.

NCEM FORM #3 MAR07 Supersedes All Previous Versions

The above attachment number six is the webform page. Department of Homeland Security requires that this form be filled out for any trainings conducted using Federal Funds. Please fill this from out for each class and include with each quarterly cost report. Below is an example of a completed webform.

**ATTACHMENT SEVEN
EXAMPLE OF MEMORANDUM OF UNDERSTANDING
SUBCONTRACT TO COMMUNITY COLLEGE FORM**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF _____ AND
_____ COMMUNITY COLLEGE**

In order to efficiently use the FY07 State Homeland Security Program, NIMS (National Incident Management System) training funds in Cost Center 1520-030,PC 513 the county of _____ would like the _____ Community College to manage these funds.

_____ Community College will use the training funds in the amount of \$8,490.20 for the purpose of organizing, scheduling, and holding sanctioned train the trainer courses at various locations for first responders throughout North Carolina. All training courses coordinated by _____ Community College will be conducted according to the attached FY2007 Training guidelines and as outlined in the original MOA #1122 between North Carolina Emergency Management and _____ county. (Copy of original MOA is attached)

By: _____
COUNTY OF _____ AUTHORIZED SIGNATURE

By: _____
AUTHORIZED SIGNATURE _____ COMMUNITY COLLEGE

By: _____
STEVE SLOAN
LOGISTICS SECTION CHIEF

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF PENDER AND
CAPE FEAR COMMUNITY COLLEGE**

In order to efficiently use the FY07 State Homeland Security Program, NIMS (National incident Management System) training funds in Cost Center 1520-030, PC 513 the County of Pender would like for Cape Fear Community College to manage these funds.

Cape Fear Community College will use the training funds in the amount of \$8,490.20 for the purpose of organizing, scheduling, and holding sanctioned train-the-trainer courses at various locations for first responders throughout North Carolina. All training courses coordinated by Cape Fear Community College will be conducted according to the attached FY2007 Training guidelines and as outline in the original MOA #1122 between North Carolina Emergency Management and Pender County (Copy of original MOA is attached)

By: _____
Paul Parker, Interim County Manager, County of Pender

By: _____
Authorized Signature, Cape Fear Community College

By: _____
Steve Sloan, Logistics Section Chief
North Carolina Division of Emergency Management