

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: Monday, February 1, 2010

SUBJECT: U.S. Dept of Homeland Security Grant

ATTACHMENTS: 1. Budget Amendment
2. Grant Memorandum of Agreement

SUMMARY OF REQUEST:

The Henderson County Sheriff's Office has been awarded a U.S. Dept of Homeland Security grant for \$64,630. There is no match. An additional \$1514 in local funds will be used. This provides radios to convert the bomb robot from tethered by a communications cable to remote control via radio signals. It also provides two new breathing apparatus units for the bomb squad personnel.

BOARD ACTION:

Authorize the County Manager to make the budget adjustments to facilitate this grant. Authorize the Sheriff to proceed with purchasing and implementation of the grant equipment, and filing for reimbursement.

Suggested Motion:

I move the Board authorize the County Manager to adjust the budget as necessary, and the Sheriff to purchase and implement the equipment for the U.S. Dept of Homeland Security Grant designated to improve response to hazardous events.

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Sheriff's Office 114431/114531

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115431-526020</u>	<u>Dept Supplies - Nonexpendable</u>	<u>\$7,790.00</u>
<u>115431-551000</u>	<u>Capital Outlay - Equipment</u>	<u>\$56,840.00</u>
<u>TOTAL:</u>		<u>\$64,630.00</u>

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

REVENUE

Account	Line-Item Description	Amount
<u>114431-454010</u>	<u>Federal Homeland Security Grant</u>	<u>\$64,630.00</u>

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

US Dept of Homeland Security Grant for radio gear to convert the bomb robot from tethered by a cable to a radio link, and 2 sets of air breathing equipment for the deputies. Part of a federal project to upgrade equipment for a potential terrorism event . Detective Sgt Mike Miller, Bomb Squad Supervisor.

W. M. Blalock, Business Manager for
Sheriff Rick Davis
Authorized by Department Head

01-15-10
Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

For Budget Use Only	
Batch #	_____
BA #	_____
Batch Date	_____

MOA#: 1119
Tax #:56-6000307
MOA Amount: \$64,630
CFDA #: 97.067

MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY,
DIVISION OF EMERGENCY MANAGEMENT
AND
HENDERSON COUNTY SHERIFF'S OFFICE

2008-GE-T8-0033

I. SUBJECT

To ensure adequate preparedness for a response to an all hazard event to include terrorism within the State of North Carolina, funding has been allocated to the Henderson County Sheriff's Office for radio upgrades and two (2) Air Boss Self Contained Breathing Apparatus for the Henderson County Sheriff's Office bomb team, as described in Attachment 1.

II. PURPOSE

The Department of Crime Control and Public Safety, Division of Emergency Management and the Henderson County Sheriff's Office will enter into an agreement to provide funding for the purchase of radio upgrades and two (2) Air Boss Self Contained Breathing Apparatus for the Henderson County Sheriff's Office bomb team.

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 Henderson County Sheriff's Office, 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: FY2008-GE-T8-0033 to implement the goals and objectives of the State Homeland Security Strategy 2007-2009.

The Grantee and Sub-grantee enter into an arrangement by which the Grantee will provide Federal reimbursement funding to the Sub-grantee for the purchase of equipment.

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 2008 State Homeland Security Grant Program Guidelines and Application Kit available at http://www.ojp.usdoj.gov/odp/grants_programs.htm; 9) DHS FY 2008-GE-T8-0033; 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.”

In addition, the grantee and any sub-grantee shall comply with all applicable laws, regulations and program guidance. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, including the following guidance:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

1. 2 CFR Part 225, State and Local Governments
2. 2 CFR Part 220, Educational Institutions
3. 2 CFR Part 230, Non-Profit Organizations
4. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The grantee and any sub-grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

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 equipment.
- B. Conduct periodic monitoring visits to the Sub-grantee to maintain grant compliance.

VII. DUTIES AND RESPONSIBILITIES OF THE SUB-GRANTEE

Sub-grantee agrees to:

- A. Procure equipment under the applicable USDHS Program Guidelines and Application Kits incorporated by reference herein, of this MOA for the enhancement of all hazard preparedness.
- B. Utilize its departmental procurement procedures and policies for the purchase of equipment and follow procurement procedures and policies outlined in the applicable federal regulations, and as outlined in the applicable USDHS Program Guidelines and Application Kits and the USDHS Financial Management Guide.
- C. Sub-grantee shall order, receive, inspect, and stage the items at its own facility. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training beyond that identified in this MOA shall be the sole responsibility of Sub-grantee and shall not be reimbursed under this MOA. Sub-grantee shall prominently mark any equipment purchased with grant funding as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- 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 USDHS Program Guidelines and Application Kits. Sub-grantee must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the grantee.
- E. Complete the procurement (s) process not later than **November 30, 2010**.
- F. Provide quarterly progress reports to the NCEM Homeland Security grants manager as described in Attachment 2 by the following dates: 15 January, 15 April, 15 July, and 15 October.
- G. Provide inventory list at project completion phase to the Homeland Security Branch listing all equipment purchased through the grant as described in Attachment 3.
- H. Maintain grant management filing system as required in Attachment 4.
- I. 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.

J. Retain all original records pertinent to this MOA for five 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 five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

K. 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 \$64,630 (SIXTY FOUR THOUSAND SIX HUNDRED AND THIRTY DOLLARS)**. 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 2008 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, 44 C.F.R., 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 2008 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; John Yarboro, Homeland Security Branch Chief; and Vickie Durham, Grants Manager. The sub-grantee contact shall be Richard W. Davis, Sheriff of Henderson County.

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 November 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 44 C.F.R. and the applicable U.S. Department of Homeland Security Program Guidelines and Application Kits, 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: _____


BY:  _____
RICHARD W. DAVIS
SHERIFF OF HENDERSON COUNTY

DATE: _____

APPROVED AS TO PROCEDURES:

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

DATE: _____

BY:  _____
CASANDRA G. WHITE, CCPS GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY
BY CASANDRA G. WHITE, CCPS GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF HOMELAND SECURITY GRANT
PROGRAMS

DATE: 12-18-09

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 1

Attachment 2

QUARTERLY PROGRESS REPORT
Subgrantee: Henderson County Sheriff's Office
FY08 SHSP – MOA #1119 2008-GE-T8-0033

Funds Expended Prior Quarters:
Funds Expended this Quarter:

Quarter (list dates):

Grant Award: \$64,630

Activities	Metric	Current Status
1. Equipment	Date, current status (ex. List needs identified, items in vendor negotiation, purchased, placed in service, etc.)	

This report is due January 15, April 15, July 15, and October 15. Once completed, please return to vdurham@ncem.org

Attachment 3

Attachment 4

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 – Homeland Security 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

Progress Reports

Completed Cost Reports forms with invoices

**US Department of Homeland Security
Homeland Security Grant Program
(HSGP)**

North Carolina Designation Forms

Return completed forms to:

Homeland Security Branch
North Carolina Emergency Management
1830-B Tillery Place
Raleigh, NC 27604


Designation of a Point of Contact

The following person is the point of contact for all day-to-day communications for the Homeland Security Grant Program. The Point of Contact will handle all routine communications with NCEM regarding the status of the grant program.

Name: Michael W. Miller
Title: Detective Sergeant
Address: 201 N. Main Street
City & Zip: Hendersonville, N.C. 28792
Telephone: 828-674-9196
Fax: 828-697-4979
Email: mmiller@hendersoncountync.org

Restrictions (If none, write none): None

Designation authorized by:



Signature

Sheriff

Title

12-29-2009

Date

