



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

H. Martin Lancaster, President

February 16, 2007

Response Deadline: **March 6, 2007**

Memorandum

To: Senior Continuing Education Administrators
Chief Academic Officers

From: Scott Bullard
Director, Emergency Services

Subject: Request for Proposals – Homeland Security Grant

The North Carolina Community College System (NCCCS) received \$1.2 million from the Department of Crime Control and Public Safety – Division of Emergency Management to provide National Incident Management System (NIMS) training and related services. This training will be used by first responders in their effort to protect human life, stabilize incidents, protect property, and reduce impact to the environment.

Grant funds can be used for two purposes – course delivery (awards up to \$40,000) and equipment purchases (awards up to \$10,000). All colleges are eligible for funding for both purposes. In order to be eligible for equipment funding, colleges must make application to course delivery funding. Attached you will find the Request for Proposals which includes application guidelines, a questionnaire, budget forms, and the General Assurances signatory page.

For additional information, please contact me at (919) 807-7228 or bullards@nccommunitycolleges.edu.

Attachments

SB/ji

c: Presidents
Ms. Willa Dickens
Ms. Barbara Boyce
Dr. Larry Keen
Dr. Delores Parker
Dr. Judith Mann

CC07-045
E-Mail

Homeland Security Grant Funds

Overview

The U.S. Department of Homeland Security and the Office of Grants and Training have made funds available through the State Homeland Security Grant to implement the State Homeland Security Strategy Plan of June 30, 2006 and the National Incident Management System Investment Justification. These programs were established to provide federal reimbursement to state and local government for the cost associated with NIMS training for events and disasters.

The Department of Crime Control and Public Safety, Division of Emergency Management (grantor) and the North Carolina Community College System (sub-grantee) entered into a Memorandum of Agreement (MOA) on behalf of local colleges (delivery agents) to provide training for the NIMS compliant curriculum and related services. Attached you will find excerpts from the MOA to include Annex A and Annex B.

As a condition being a delivery agent, local colleges must agree to the following:

Annex A:

- Deliver NIMS-compliant curriculum courses. See attached list of approved NIMS-related courses on the Continuing Education Master Course List.
- Use instructors on the Division of Emergency Management's certified instructor list found their website at www.ncem.org under the download section.
- Use appropriate equipment in the delivery of instruction.

Annex B:

- Expend the funds for the purposes described in Annex B.
- Use Service Agreements to contract with instructors.
- Submit enrollment and course information to the System Office on a quarterly basis. A template will be developed.
- Submit invoices for payment reimbursement on a quarterly basis or when amount exceeds \$5,000.

Homeland Security Grant Funds

Request for Proposal - Guidelines

The System Office is extending an opportunity for all colleges to apply for funding to deliver NIMS training and related services. Guidelines for submitting an application are listed below:

1. Colleges must complete the attached application questionnaire.
2. Proposals should be typed using a font no smaller than 10 point.
3. Proposals should include the attached cover page, which contains required signatures.
4. Colleges must submit an original and four copies of the application to the name and address listed below. If you are sending your proposal by overnight mail, use the physical address; otherwise, use mailing address.

Scott Bullard
Director, Emergency Services

Physical Address
200 West Jones Street
Raleigh, NC 27603

Mailing Address
5003 Mail Service Center
Raleigh, NC 27699-5003

5. Deadline for receipt of proposals is March 6, 2007 by 5:00 p.m. (faxes and e-mails will not be accepted)
6. Proposals will be reviewed by a 3-5 member panel.

The total allocation to each college for course delivery is up to \$40,000 and equipment purchases are up to \$10,000. The grant period is March 16, 2007 – March 30, 2008. If you have questions, please contact Scott Bullard at (919) 807-7228 or bullards@nccommunitycolleges.edu.

Time Line

February 16, 2007	Send out the "Request for Proposals" questionnaire
March 6, 2007	Proposals must be RECEIVED in our office by 5:00 p.m. *** Faxes and e-mails will not be accepted.
March 8, 2007	Grant proposals will be reviewed by a 3-5 member panel
March 16, 2007	Grant awards will be submitted for State Board approval
March 16, 2007	Award letters will be sent to grantees
March 29, 2007	Mandatory meeting for grantees

Homeland Security Grant – Request for Proposals

4. On the chart below, please detail your budget request. (10 points)

Allowable Expenditure	Budget Request	Budget Narrative
Instructional Salary (Contractual Services Only)		
Transportation		
Subsistence		
Printing/Binding/Duplication		
Postage		
General Office Supplies		
Instructional Supplies and Materials		
Other Administrative Cost		

Grant B: Equipment Purchase
(Awards up to \$ 10,000)

1. Please describe your need for funding to purchase equipment for the use of delivering NIMS-related instruction. (15 points)

2. On the chart below, please detail your budget request.

Allowable Expenditure	Budget Request	Budget Narrative
Laptop Computer		
Projector		
Projection Screen		

Cover Page
Homeland Security Grant Funds

College Information

A. College Name: _____
Mailing Address: _____
Telephone: () _____
Fax: () _____

B. Name of Contact Person: _____
Mailing Address: _____
Telephone: () _____
Fax: () _____
E-Mail Address: _____

General Assurances

_____ agrees to:
College Name

- Attend a mandatory meeting on March 29, 2007.
- Deliver NIMS-compliant curriculum courses. See attached list of approved NIMS-related courses on the Continuing Education Master Course List.
- Use instructors on the Division of Emergency Management's certified instructor list found their website at www.ncem.org under the download section.
- Use appropriate equipment in the delivery of instruction.
- Expend the funds for the purposes described in Annex B.
- Use Service Agreements to contract with instructors.
- Submit enrollment and course information to the System Office on a quarterly basis and adhere to Department of Homeland Security reporting standards. Submit invoices for payment reimbursement on a quarterly basis or when amount exceeds \$5,000.

Signatures

Date

Community College President:		
Sr. Continuing Education Administrator or Chief Academic Officer:		
Project Contact Person:		

Homeland Security Grant – Application for Funding

Approved Course List for Homeland Security Funding

The Homeland Security grant funds can only support the courses listed below. Please note that colleges must use the approved curriculum for these courses, must be offered for the appropriate hours, and adhere to their instructor qualification requirements. A (*) denotes courses that have been submitted to State Board for approval.

Course Prefix	Course Title	Rec. Hours
EPT4100	<u>ICS – 100</u> This course is designed as an introduction to the Incident Command System (ICS) and provides the foundation for higher level ICS training. Topics include the history, features and principles, organizational structure of the Incident Command System and the relationship between ICS and the National Incident Management System (NIMS).	3
EPT4200	<u>ICS – 200</u> This course is designed to enable personnel to operate efficiently during an incident or event within the Incident Command System (ICS). It provides training on and resources for personnel who are likely to assume a supervisory position within the ICS.	3
EPT4300	<u>ICS – 300</u> This course provides training on and resources for personnel requiring advanced application of the Incident Command System (ICS).	18
EPT4400	<u>ICS – 400</u> This advanced Incident Command System (ICS) course is designed to explain how major incidents engender special management challenges, describe the circumstances in which an Area Command is established, and describe the circumstances in which multi-agency coordination systems are established.	12
EPT4700 *	<u>ICS – 700</u> This course explains the purpose, principles, key components and benefits of the National Incident Management System (NIMS). The course also contains "Planning Activity" screens giving you an opportunity to complete some planning tasks during this course. The planning activity screens are printable so that you can use them after you complete the course.	3
EPT4800 *	<u>ICS – 800</u> This course introduces the National Response Plan (NRP). It is intended for DHS and other Federal staff responsible for implementing the NRP, and tribal, state, local, and private sector emergency management professionals.	4
EPT5100 *	<u>Emergency Operations Center</u> This course provides participants with the knowledge and skills to effectively manage and operate an EOC during crisis situations. The course covers properly locating and designing an EOC, how to staff, train, and brief EOC personnel, and how to operate an EOC during various situations.	24

Homeland Security Grant – Application for Funding

Course Prefix	Course Title	Rec. Hours
EPT5101 *	<p><u>EOP-Homeland Security Appendix</u> This course teaches participants to evaluate, revise, or develop a homeland security appendix to their jurisdiction's existing Emergency Operations Plan (EOP). The course addresses such key issues as vulnerability analysis and command and control for homeland security events. In keeping with recommendations of the Gilmore Commission, this course builds on existing emergency response systems as articulated by the local EOP. Participants should have a working knowledge of emergency planning (as articulated in FEMA's Guide for All-Hazard Emergency Operations Planning), the Incident Command System, and/or EOC operations.</p>	22
EPT5102 *	<p><u>EOP-Multi-Hazards in Schools</u> This course will describe emergency management operations, roles and duties; explain how to assess potential hazards that schools may face; and explain how to develop and test an Emergency Operations Plan (EOP) that addresses all potential hazards. This course is designed for school administrators, principals, and first responders. However, anyone with a personal or professional interest in school preparedness is welcome to participate. Teachers, students, bus drivers, volunteers, and parents alike will find useful information in this course.</p>	12
EPT5200 *	<p><u>Community Mass Care Mgmt</u> This course is intended to equip emergency management staff and voluntary agency personnel with the knowledge and skills necessary to perform as effective mass care coordinators in a broad range of disaster situations. The course covers how to assess and size up mass care needs; how to plan for mass care; recruitment, training, and exercises for mass care personnel; and actions to take in short-term and long-term mass care operations (response and recovery).</p>	12
EPT5201 *	<p><u>Mass Fatalities Response</u> This course prepares local and state response personnel and other responsible agencies and professionals to handle mass fatalities effectively and to work with the survivors in an emergency or disaster.</p>	17
EPT5300 *	<p><u>Public Information Officer</u> This course is intended for Public Information Officers (PIO) who are new to the field or have had limited experience carrying out their PIO duties, as well as for those individuals who have been assigned POI responsibilities as an additional duty. The course emphasis is on the basic skill and knowledge needed for emergency management public information activities. Topics include the role of the PIO in emergency management, conducting awareness campaigns, news release writing, public speaking, and television interviews. A media panel, with representatives from TV, radio, and press is usually featured at each class.</p>	12
EPT5301 *	<p><u>Joint Information Center</u> This course is a comprehensive, modular package designed to provide your staff with a basic foundation in the concept, goals, focus, functions, organizational structure, and facility of the Joint Information Center (JIC). It is a generic foundation on which each site can build or enhance its site-specific JIC/JIS plans and procedures and strengthen its team. The course concludes with an enhanced JIC demonstration using a scenario that tests JIC play with realistic activity. The JIC III course consists of 2 days of classroom instruction and a 1 day exercise.</p>	24

Homeland Security Grant – Application for Funding

Course Prefix	Course Title	Rec. Hours
EPT5302 *	<p><u>Warning Coordination</u> This 1 day course is designed to be conducted jointly by the National Weather Service (NWS) warning coordination meteorologists and State emergency management staff. In order to reduce injury, loss of life, and loss of property; emergency managers must work closely with the NWS and the news media to provide effective warnings that can be received and understood by the people at risk. This course is intended to facilitate that process.</p>	10
EPT5400 *	<p><u>Mitigation for Emergency Mgrs</u> This course is designed to train emergency managers and other interested individuals who have no specialized technical background, but can support mitigation efforts as advocates. The course provides activities and exercises that build the participant's abilities to perform the tasks and responsibilities for the emergency manager's role, create long-term strategies for disaster-resistant communities, identify local mitigation opportunities, select mitigation solutions to hazard risk problems, and find resources to carry out mitigation activities in the post-disaster environment.</p>	18
EPT5500 *	<p><u>Resource Management</u> This course is designed to inform students how to implement and activate a resource management system during an emergency and to manage the coordination of resources during an emergency.</p>	12

MOA#: EM-06-2002
Tax ID #: 56-1288079
Fund Code: 2B07032
MOA Amount: \$1,200,000.00
CFDA#: 97.067

MEMORANDUM OF AGREEMENT

BETWEEN THE

**DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY,
DIVISION OF EMERGENCY MANAGEMENT**

AND

THE NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

I. SUBJECT

To ensure adequate training for a response to an event, emergency, or disaster within the State of North Carolina, funding has been allocated to provide National Incident Management System (henceforth referred to as NIMS) training and related services. This training will be used by first responders in their effort to protect human life, stabilize incidents, protect property, and reduce impact to the environment. First responders are identified as individuals from the following professions and/or organizations at the state and local levels: law enforcement, emergency medical services, emergency management, fire services, hazardous materials personnel, public works, governmental administrative, public safety communications, health care, public health, search and rescue, and those federally recognized non-governmental and faith-based organizations providing emergency management support specifically identified in state or local Emergency Operations Plans as a principal participant.

II. PURPOSE

The Department of Crime Control and Public Safety, Division of Emergency Management and the North Carolina Community College System will enter into this Memorandum of Agreement to provide training for the NIMS compliant curriculum and related services thereto for the purposes in aiding local agencies in response to multi-hazard incidents and events.

III. PARTIES

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

IV. BACKGROUND

The U.S. Department of Homeland Security and the Office of Grants and Training has made funds available through the State Homeland Security Grant Number: 2006-GE-T60010 to implement the State Homeland Security Strategy Plan of June 30, 2006 and the National Incident Management System Investment Justification. These programs were established to provide federal reimbursement to state and local governments for the costs associated with NIMS training for events and disasters.

The Grantee and the Sub-grantee enter into an arrangement by which the Grantee will provide Federal reimbursement funding to the Sub-grantee or Sub-grantee's Delivery Agents for providing NIMS compliant training and related services agreed upon in Annex A. As used in this Memorandum of Agreement, the term "Delivery Agent" shall refer to any community college operating pursuant to Chapter 115D of the North Carolina General Statutes and selected to offer NIMS compliant training and related services in accordance with the RFP process described in Annex B.

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 Office of State and Local Government Coordination and Preparedness, Office of Domestic Preparedness Fiscal Year 2006 State Homeland Security Grant Program Guidelines and Application Kit available at <http://www.oip.usdoj.gov/guidelinesinfo.htm>; 9) DHS FY 2006-GE-T6-0010; 10) applicable ODP 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 sub-recipients 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

The Grantee agrees to provide reimbursement to Sub-grantee or Sub-grantee's Delivery Agents for the delivery of NIMS training and related services as described in Annex A. The grantee also agrees to provide equipment funding for allowable equipment in Annex A. Said equipment funding shall not exceed \$10,000 to any one Delivery Agent and is only available if Delivery Agent provides training identified in this Memorandum of Agreement.

VII. DUTIES AND RESPONSIBILITIES OF THE SUB-GRANTEE

Sub-grantee agrees to:

- A. Deliver NIMS training and services, by and through Sub-grantee's Delivery Agents as indicated in Annex A and as indicated in the applicable USDOJ, OJP, ODP Program Guidelines and Application Kits, of this MOA for additional training of the Incident Command System. Training will be delivered utilizing the Federal Emergency Management Agency/Emergency Management Institute/Incident Command System curriculum dated October 1, 2005 or later with approved instructors by the Grantee.
- B. Develop a Grantee approved Sub-contract as described in Section XII below between the Sub-grantee and Delivery Agents addressing instructor training requirements, community college obligations after the instructor is contracted, use of local instructor pay scales and other necessary administrative procedures.
- C. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable USDOJ, OJP, ODP Program Guidelines and Application Kits and as outlined in the Standard Assurances.
- D. Coordinate all services to be rendered prior to commencement with Grantee who shall have final approval authority.
- E. Gather and report data about cumulative courses that have been offered quarterly. Delivery Agents will be required to furnish student data to the Sub-grantee. Sub-grantee will be required to furnish this data to the Grantee quarterly.
- F. Delivery Agents will submit invoices(s) for services rendered to the Sub-grantee for review. The Sub-grantee will submit invoice(s) for item(s) received and Payment Package to the Grantee requesting reimbursement quarterly or when amount exceeds \$5,000. The Grantee will reimburse Sub-grantee or Sub-Grantee's Delivery Agents for eligible costs as outlined in Annex B and in the applicable USDOJ, OJP, ODP Program Guidelines and Application Kits.
- G. Submit a quarterly progress report to Grantee as annotated in Appendix B.

- H. Impose fees and waivers for students in accordance with 23 NCAC 02D.0203 Fees for Extension Programs, § 115B-2, and § 115D-5(b). For college auditing purposes the definition of “first responders” is identified in Section I of this MOA and in accordance with Sub-grantee administrative procedures. Grantee will not reimburse fees charged to any First Responder ineligible for a fee waiver. Said costs will be paid by the student.
- I. Agrees to review with Grantee on or about April 1st of each year the ability of Sub-Grantee to meet requested services as identified in this MOA.
- J. Agrees to require Delivery Agents to utilize a formal Professional Service Agreement process to contract instructors to conduct any training courses identified in Annex A. This is in accordance with DHS grant requirements and allowable expenditures.
- K. Utilize a formal process as identified in Annex C of this Memorandum of Agreement allowing Delivery Agents identified in Annex A to apply for additional equipment purchasing funding to provide training in accordance with this agreement. No Delivery Agent shall purchase equipment without also delivering training.
- L. Agrees that at any time Grantee has the right to reallocate the State Homeland Security Grant Program Law Enforcement Terrorism Prevention Program, Aid To Local Unit funds directly to the local counties. Grantee will reimburse Sub-Grantee or their Delivery Agents for eligible expenses incurred while executing this MOA prior to notification of grant cancellation.
- M. All original records in any format pertinent to this MOA shall be retained by Sub-grantee and Delivery Agents for three years from the date of the final Financial Status Report as outlined in the applicable USDOJ, OJP, ODP Program Guidelines and Application Kits and the USDOJ Office of Justice Programs Financial 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.
- N. The Sub-grantee further agrees to comply with the 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

The Grantee will reimburse Sub-grantee or Sub-grantee's Delivery Agents for the actual eligible costs incurred, not to exceed \$1,200,000.00 to deliver NIMS training and related services as described in Annex A of this MOA. Funds will be provided by the Grantee. The allocation of funds will be from the DOJ/DHS/ODP 2006-GE-T60010 State Homeland Security Grant dated June 30, 2006.

All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds from DOJ/DHS/ODP and the Department of Crime Control and Public Safety, Division of Emergency Management 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 USDOJ, OJP ODP Program Guidelines and Application Kits available at <http://www.ojp.usdoj.gov/guidelinesinfo.htm> , OMB Circulars A-21, A-87, A-122, A-128 and A-133, the U.S. DOJ Office of Justice Programs Financial Guide available at <http://www.ojp.usdoj.gov/FinGuide/> , and the approval of the SAA for the State of North Carolina, Secretary of Crime Control and Public Safety. The applicable USDOJ, OJP, ODP Program Guidelines and Application Kits, include but may not be limited to, the following: 1) The U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP), Office of Domestic Preparedness (ODP), Fiscal year 2006 State Domestic Preparedness Program, Program Guidelines and Application Kit; 2) Fiscal Year 2007 State Domestic Preparedness Program, Program Guidelines and Application Kit; 3) The USDOJ, Office of Justice Programs, Office of Domestic Preparedness FY 2006 State Homeland Security Grant Program, Program Guidelines and Application Kit; and 4) Fiscal Year 2008 State Homeland Security Grant Program Guidelines and Application Kit.

The Federal Department of Homeland Security will reimburse the State of North Carolina for expenses that were approved on Annex A as explained in the applicable USDOJ, OJP, ODP Program Guidelines and Application Kits. The Grantee will reimburse the Sub-grantee for eligible expenses that were approved in Annex A. Compensation will be in accordance to Annex B of this MOA.

IX. MODIFICATION OF THE AGREEMENT

If modifications are permitted by DOJ/DHS/ODP, modifications of this Agreement must be in writing and upon approval of all parties.

X. PROPERTY

All property furnished under this agreement shall remain property of the Delivery Agent of the Sub-grantee. The Delivery Agent shall be responsible for the custody, care, and security of any property furnished for use in connection with the performance of this agreement and shall reimburse the Grantee for any loss or damage to said property to the extent permitted by the North Carolina Tort Claims Act. The Grantee and Delivery Agent of Sub-grantee will not be held responsible for any equipment purchased by any other party.

XI. COMMUNICATIONS

To provide consistent and effective communications between the Sub-grantee and the 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 Grantee contacts shall be Steven A. Sloan, NCEM Assistant Director; David Skordinski, Senior Grants Manager, NCEM Homeland Security; Glenn Wisbey, NCEM Training Group Program Manager; and Sub-grantee contact shall be Scott Bullard, NCCCS Director for Emergency Services.

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 unless otherwise provided by applicable State and Federal law. 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 AND SUBGRANTING

If Sub-grantee subcontracts or sub-grants any or all deliverables required under this Agreement, Sub-grantee agrees to include in the subcontract or sub-grant that the subcontractor/sub-grantee is bound by the terms and conditions of this MOA and shall not exceed the amount set forth in Annex A. Sub-grantee may only subcontract or sub-grant to Delivery Agent. Sub-grantee agrees to include in the subcontract/sub-grant provisions that the Delivery Agent shall abide by all applicable terms in this Memorandum of Agreement and shall hold the Grantee harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA, to the extent allowed and required by law.

If Sub-grantee subcontracts/sub-grants, then a copy of the subcontract/sub-grant agreement must be forward to the Grantee prior to the execution of said subcontract/sub-grant. 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 USDOJ, OJP, Homeland Security, Office of Domestic Preparedness Program Guidelines and Application Kits, and stipulations set forth by the State Administrative Agent of North Carolina, Secretary, Crime Control and Public Safety.

XIII. COMPLIANCE WITH THE LAW

Sub-grantee, by and through Deliver Agents, shall be wholly responsible for the deliverables 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 performed under this MOA, including those of Federal requirements, State, and local agencies having appropriate jurisdiction and found in applicable USDOJ, OJP, ODP Program Guidelines and Application Kits.

XIV. WARRANTY

Sub-grantee shall hold the 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, 2008. This MOA may be terminated upon submission of a 30-day advance written notice of termination by either party.

Upon approval by USDOJ, ODP 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 USDOJ, OJP Grant Adjustment Notice, attached and incorporated by reference herein.

If DHS suspends or terminates funding in accordance with 28 C.F.R. §66.43 and the applicable U.S. Department of Homeland Security, OJP, ODP Program Guidelines and Applications Kits, attached and incorporated by reference herein, Delivery Agents shall return to the Division of Emergency Management any equipment granted to Delivery Agents by and through this Memorandum of Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire agreement between the parties and supersedes 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., Deputy Secretary, NC Department of Crime Control and Public Safety.

ANNEX A

TRAINING DESCRIPTION

TO THE MEMORANDUM OF AGREEMENT BETWEEN THE

DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY,

DIVISION OF EMERGENCY MANAGEMENT

AND THE

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

NIMS Deliverables

NIMS Compliant Curriculum/Exercise Delivery - All fifty-eight (58) community colleges within the North Carolina Community College system are allowed to conduct the courses identified within this MOA and assist the locals in the delivery of exercises. Prior to commencement or committal of funds by a community college, the deliverer must get prior approval from the Sub-Grantee and Grantee via Sub-grantee internal RFP process. This is to ensure that adequate funds are available within the State Homeland Security Grant 2006-GE-T60010 to conduct said services and to meet DHS reporting procedures. Sub-grantee and/or their representatives should make every effort to have a minimum of fifteen (15) students enroll and remain in each course. Total expenditure for these services are not to exceed \$1,200,000.00 total over the life-cycle of existing grant unless the grant is modified by Grantee and the Department of Homeland Security.

Curriculum: National Incident Management System (NIMS) compliant

Instructors: Grantee maintains a certified list of instructors in accordance with the Department of Homeland Security and Federal Emergency Management Agency guidance. For instructors to be reimbursed for services, they must be on Grantee's certified instructor list. The list can be found on the Grantee's website <http://www.ncem.org/> under the download section. Sub-grantee agrees to assist Grantee in expanding the certified instructor list by identifying potential instructors, and assist in the conduct of Train-the-Trainer for specific courses. Grantee shall provide any necessary instructor qualification requirements as needed.

Courses: See below list

Note: Grantee reserves the right to substitute courses for any that is listed to meet federal standardization guidelines and NIMS compliancy.

ALLOWABLE EQUIPMENT:

In accordance with the FY2006 Grants and Training *Authorized Equipment List* under LETPP Allowable Equipment Category #21 "Other Authorized Equipment":

- Computer laptop used in the delivery of instruction in the field.
- Multimedia projector used in the delivery of instruction in the field.
- Portable projection screen used in the delivery of instruction in the field.

ANNEX B

**US DEPARTMENT OF HOMELAND SECURITY
GUIDELINES**

**TO THE MEMORANDUM OF AGREEMENT BETWEEN THE
DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY,
DIVISION OF EMERGENCY MANAGEMENT**

AND THE

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM

LIST OF ALLOWABLE COSTS:

Grantee and Sub-grantee both agree that the following costs are allowed to be reimbursed for the delivery of services rendered in accordance with this MOA. No other costs shall be reimbursed. Both parties agree to utilize the North Carolina Office of State Budget and Management's Budget Manual to determine allowable reimbursements.

Service Agreements – To be utilized for contracting instructors as needed in the delivery of curriculum.

Rent/Lease Video Transmission Equipment – To be utilized in the delivery of curriculum on-site or via distant learning as needed.

Transportation Ground In-State (State Vehicle) – To be utilized by state employees in the delivery of curriculum and/or evaluation of delivery of curriculum.

Lodging In-State – To be utilized by state employees to evaluate the delivery of curriculum.

Meals In-State – To be utilized by state employees during the evaluation of delivery.

Board/Non-State Employee Transportation – To be utilized by non-state employees in the delivery of curriculum.

Board/Non-State Employee Meals – To be utilized by non-state employees during the delivery of curriculum by instructors only.

Board/Non-State Employee Lodging – To be utilized by non-state employees during the delivery of curriculum by instructors only.

Video Transmission Charge – To be utilized during the delivery of courses for distance learning only.

Postage, Freight, and Delivery – To be utilized to cover postage, freight, and delivery costs of course materials.

Print, Binding, and Duplication – To be utilized to cover printing, binding, and duplication costs for the delivery of courses.

Advertising – To be utilized to advertise courses that are to be delivered under the auspices of this MOA.

General Office Supplies – To be utilized to cover general office supplies used in the conducting of NIMS compliant courses.

Indirect Costs – Utilized by Sub-grantee to recoup costs incurred in the delivery of NIMS compliant courses.

PC/Printer Equipment – To be utilized to purchase laptops that will be used in the delivery of services identified within this MOA.

Other Equipment Audio/Visual – To be utilized to purchase display systems and portable projection screens to be utilized in the delivery of services identified within this MOA.

Other Administrative Expenses – Utilized by community colleges in the delivery of NIMS compliant courses at the local level. Grantee will not reimburse any costs for students that do not qualify for a Fee Waiver under the North Carolina Administrative Code.

REQUIRED PROCEDURES:

Sub-grantee will follow their internal sub-contracting process for deliverables. Grantee will have one seat on the Request for Proposal (RFP) review committee with full authority as other committee members.

Sub-grantee and Grantee will meet quarterly (calendar year). The Sub-grantee will provide a quarterly progress report indicating the following:

- Costs incurred
- Costs encumbered
- Estimated remaining balance
- Number of classes held by course title.
- Number of students registered by course title.
- Number of students successfully completing by course title.

Local community colleges will forward all invoices to the Sub-grantee representative. In turn, the Sub-grantee representative will submit one complete package to Grantee quarterly for reimbursement or when package exceeds \$5,000.

Grantee will validate all expenditures and forward all authorized reimbursements to Grantee's fiscal department for payment. A copy of all invoices will be submitted to Grantee's Homeland Security Branch for archival purposes.

INSTRUCTIONS FOR SUBMITTING REIMBURSEMENT REQUESTS:

When submitting your reimbursement requests, please use the checklist below as a guideline on what information should be included with your request package.

- Send in your request for reimbursement on State Agency letterhead.
- Address reimbursement request package to:

North Carolina Emergency Management
Training Group
4713 Mail Service Center
Raleigh, NC 27699-4713
- Include the amount requested.
- Identify the agency to which the check is to be mailed.
- Include the address to which the check is to be sent.
- List your tax ID number.
- Attach the deliverables as listed in the approved MOA.
- Send only one hard copy of the listed deliverables.
- Make a summary page for requested reimbursements.
- Apply for reimbursement only when purchase is complete.
- Include one **copy** of all invoices or bills (copy(s) need to stay with applicant for audit purposes).
- Requested reimbursement shall not be more than the approved amount.