

MOA Amount: \$262,500
MOA #: 3026
Tax #: 56-6001199
Fund Code #: 1510-003-T1
CDFA #: 97.004
Grant #: 102

**US Department of Homeland Security
FY2004 State Homeland Security Grant Program
(SHSGP)**

2004-GE-T4-0014

LETPP Grant Award

**Memorandum of Agreement
between the
N.C. Department of Crime Control and Public Safety,
Division of Emergency Management**

and

The Town of Chapel Hill

(Return completed form to NCEM Grant Support Team Member)

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the Department of Homeland Security (DHS), Office of Domestic Preparedness (ODP), FY2004 State Homeland Security Grant Program (SHSGP). A copy of the complete federal grant instructions is provided as Annex C, attached and incorporated by reference herein and is available at <http://www.ojp.usdoj.gov/docs/fy04hsgp.pdf>.

II. PARTIES

The parties to this MOA are the North Carolina Department of Crime Control & Public Safety, North Carolina Division of Emergency Management, and the Town of Chapel Hill.

III. BACKGROUND

The Department of Homeland Security (DHS), through the Office of Domestic Preparedness (ODP), in accordance with the authorities listed below, created the FY2004 State Homeland Security Grant Program. This program was established to provide federal reimbursement to state and local governments for the costs associated with purchasing equipment, conducting exercises, training, and planning for chemical, biological, radiological, nuclear, and explosive (CBRNE) terrorism events.

IV. AUTHORITY

The parties enter into this MOA under the authority of the following: 1) The Fiscal Year 2004 Homeland Security Appropriations Act; 2) Public Law 108-11, the Wartime Supplemental Appropriations Act of 2003; 3) Public Law 107-56, the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) the implementing regulations of each Act or Law, if any; 6) the U.S. Department of Homeland Security, Office of Domestic Preparedness, FY2004 State Homeland Security Grant Program Guidelines and Application Kit available at <http://www.ojp/usdoj.gov/docs/fy04hsgp.pdf>; 7) applicable ODP Information Bulletins; and 8) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

V. DUTIES & RESPONSIBILITIES OF THE DIVISION OF EMERGENCY MANAGEMENT AND THE TOWN OF CHAPEL HILL

The Division of Emergency Management and the Town of Chapel Hill agree to comply with the duties and responsibilities assigned by DHS as outlined in Annex A, Appendices A through J (North Carolina Subgrant Instructions), Annex B and Annex C (U.S. Department of Homeland Security, Office for Domestic Preparedness Guidelines), attached and incorporated by reference herein.

VI. FUNDING AND COMPENSATION

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from 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 costs shall be determined in accordance with the U.S. Department of Homeland Security, Office of Domestic Preparedness, FY 2004 State Homeland Security Grant Program Guidelines and Application Kit (Annex C), 28 C.F.R. Parts 66, 67, 69 and 70, OMB Circulars A-21, A-87, A-122 and A-133 and the U.S. DOJ Office of Justice Programs Financial Guide available at <http://www.ojp.usdoj.gov/FinGuide/> .

The Federal Department of Homeland Security will reimburse the State of North Carolina for expenses that were approved on Detailed Budget Worksheets as explained in the FY2004 SHSGP. The State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management will reimburse local governments for eligible expenses that were approved on the Detailed Budget Worksheets. The NC Subgrant Instructions in Annex A, attached and incorporated by reference herein, describe the Detailed Budget Worksheets and how they are prepared and approved.

The Department of Crime Control and Public Safety, Division of Emergency Management will reimburse the Town of Chapel Hill for the actual eligible costs incurred, not to exceed the amount of \$262 500, Two Hundred Sixty Two Thousand Five Hundred Dollars. Funds will be provided by the Department of Crime Control and Public Safety. Annex B also contains a form to decline all of the funds.

VII. MODIFICATION OF THE AGREEMENT

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

VIII. PROPERTY

The Town of Chapel Hill shall be responsible for the custody and care of any property furnished for use in connection with the performance of this agreement and shall reimburse the Division of Emergency Management for any loss or damage to said property until the property is transferred to another agency. The Department of Crime Control and Public Safety, Division of Emergency Management will not be held responsible for any equipment purchased by the Subgrantees.

IX. COMMUNICATIONS

To provide consistent and effective communication between the Town of Chapel Hill 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. The Department of Crime Control and Public Safety, Division of Emergency Management contacts shall be Dr. Kenneth B. Taylor, Director, and Mr. Joe Fitzpatrick Homeland Security Branch Chief. The Town of Chapel Hill

contacts shall be W. Calvin Horton, Town Manager, and the Designated Agent. The Town Manager will identify a Designated Agent who is authorized to sign and submit required grant documentation, and will identify a Point of Contact for routine grant coordination using the attached Designated Agent and Point of Contact forms located in Annex B, attached and incorporated by reference herein.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that: (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. In accordance with Appendix A of the FY 2004 State Homeland Security Grant Program Guidelines and Application Kit (Annex C), "ODP recognizes that much of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office"

X. SUBCONTRACTING AND SUBGRANTING

Upon approval by USDOJ, ODP, if the Town of Chapel Hill subcontracts or subgrants any or all of the work required under this MOA, the Town of Chapel Hill agrees to include in the subcontract or subgrant that the subcontractor/subgrantee is bound by the terms and conditions of this MOA. The Town of Chapel Hill agrees to include in the subcontract/subgrant that the subcontractor/subgrantee shall hold the Department of Crime Control and Public Safety, Division of Emergency Management 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 the Town of Chapel Hill subcontracts/subgrants, a copy of the executed subcontract/subgrant agreement must be forwarded to the Division of Emergency Management within ten (10) days of execution of said subcontract/subgrant. Contractual arrangement shall in no way relieve the Town of Chapel Hill of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. The Town of Chapel Hill is bound by the terms, conditions and restrictions of the U.S. Department of Homeland Security, Office of Domestic Preparedness, FY 2004 State Homeland Security Grant Program Guidelines and Application Kit (Annex C).

This Contract is between the Town of Chapel Hill and Department of Crime Control & Public Safety, Division of Emergency Management for Memorandum of Agreement to establish responsibilities and procedures to implement the terms of the Department of Homeland Security, Office of Domestic Preparedness, FY 2004 State Homeland Security Grant Program.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

TOWN OF CHAPEL HILL

ATTEST BY TOWN CLERK:



TOWN CLERK



TOWN SEAL

Town Clerk attests date this the 21st day of APRIL, 2005.

Approved as to Form and Authorization

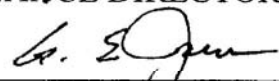


TOWN ATTORNEY

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



FINANCE DIRECTOR



CHIEF OF POLICE