

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2016-2017

PER: _____
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2017.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Emergency Management				
Special Program Materials	11 4375 523100 6EMPG	-	1,000	1,000
		-		

which will result in a net increase of \$ 1,000 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Restricted Intergovernmental				-
Emergency Management	11 0050 443750 6EMPG	-	1,000	1,000

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the 7 day of November, 2016

Chairman
Haywood County Board of Commissioners

ATTEST:

Clerk to the Board

Explanation: Money distributed via 2016 Tier II grant to counties for Local Emergency Planning Committees for funds to be used for hazardous materials emergency response training, planning, and related exercises.
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North Carolina Department of Public Safety

Emergency Management

Pat McCrory, Governor
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

May 3, 2016

Greg Shuping
Haywood County Emergency Management
215 N MAIN ST
WAYNESVILLE, NC, 28786-3869

Greg Shuping,

I am pleased to inform you that your county has been awarded a 2016 Tier II Grant in the amount of \$1,000.00.

These funds are to be used by your county's Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training, and related exercises. Attached is a Memorandum of Agreement (MOA) which must be signed and returned to North Carolina Emergency Management (this can be completed online via DocuSign). This year on the signature page we have provided three sets of blank lines, for signature and title, which allow your county to decide who is most appropriate to sign the agreement. Only one recipient signatory is required, the remaining lines are there for your convenience should your county have internal policies that require multiple signatories.

For 2016, each LEPC is receiving a \$1,000.00 award for each of the counties that comprise their committee. Furthermore, an additional \$60,000.00 in funding will go towards six competitive hazardous materials projects (two per NCEM Branch). More information on how to apply for these competitive grant awards will be disseminated with the FY 2016 Hazardous Materials Emergency Preparedness Grant (HMEP) request for applications later this year.

If you have any questions or need further assistance please contact:

Adam Ryan
EPCRA Coordinator
North Carolina Emergency Management
Mail: 4236 Mail Service Center, Raleigh, NC 27699-4236
Phone: (919) 436-2746
Email: epcra@ncdps.gov

Sincerely,
DocuSigned by:

Michael A. Sprayberry, Director
North Carolina Emergency Management

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov



An Equal Opportunity employer

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

NORTH CAROLINA TIER II GRANT

MEMORANDUM OF AGREEMENT BETWEEN

GRANTOR:

State Of North Carolina, Department Of
Public Safety, Emergency Management
Tax ID: 30-0712287
DUNS: 078351786

RECIPIENT:

Haywood County Emergency Management
Tax ID: 56-6001524
DUNS: 070620232

MOA AMOUNT:

\$1,000.00

MOA NUMBER:

T2-2016-37087

NC DPS FISCAL:

1506-8064-536902

PERIOD OF PERFORMANCE:

January 1, 2016 - December 31, 2016

1. PURPOSE:

This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county's or region's LEPC for hazardous materials emergency response planning, training, and related exercises.

2. AUTHORITY:

In accordance with the provisions of North Carolina General Statute 166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.

3. COMPENSATION:

The Grantor agrees that it will pay the Recipient complete and total compensation for the services to be rendered by the Recipient. Payment to the Recipient for expenditures under this Agreement will be reimbursed after the Recipient's cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses; these documents must be submitted no later than January 31, 2017. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.

4. CONDITIONS:

The funds awarded under this grant must only be used by your county's or region's LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in North Carolina General Statute 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:

- A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
- B. Support regional LEPC meetings and collaboration
- C. Enhance LEPC outreach efforts or produce promotional materials
- D. Host or support local and regional LEPC conferences
- E. Create or update hazardous material emergency response plans
- F. Support local or regional hazardous materials response exercises
- G. Support purchases of equipment necessary to support the LEPC and its mission
 - i. Purchases of equipment must be pre-approved in writing by the NCEM EPCRA Coordinator
- H. Support hazardous material risk assessments currently being conducted by North Carolina Emergency Management
- I. Under no circumstances are the following items eligible for funding under this grant:
 - i. Salaries or benefits for any employee
 - ii. Drone aircraft or unmanned aerial vehicles
 - iii. Support for programs not focused on hazardous materials preparedness

5. REGULATION:

The funds awarded under this grant must be used in compliance with all applicable state and federal laws governing their use to include compliance with GS §143C-6-23 and 09 NCAC 03M. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.

6. TAXES:

Recipient shall be responsible for all taxes.

7. WARRANTY:

As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a

waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. POINTS OF CONTACT:

To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA.

NCEM:
EPCRA Coordinator
North Carolina Emergency Management
4236 MAIL SERVICE CTR
RALEIGH NC 27699-4236
epcra@ncdps.gov

Haywood County Emergency Management:
Greg Shuping
Emergency Management Director
215 N MAIN ST
WAYNESVILLE, NC, 28786-3869
gshuping@haywoodnc.net

9. PUBLIC RECORD ACCESS:

This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

10. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

11. ANTITRUST LAWS:

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

12. OTHER PROVISIONS/SEVERABILITY:

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

13. COMPLIANCE:

Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient 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.

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

15. MODIFICATION:

This Agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.

16. TERMINATION:

The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2016. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Technological Hazards Branch 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 NCEM EPCRA Grant Adjustment Notice.

17. EXECUTION AND EFFECTIVE DATE:

This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2016. The last signature shall be that of Frank L. Perry, Secretary for the North Carolina Department of Public Safety.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2016.

DocuSigned by:
Michael A. Sprayberry
DC6D277488204AB...
Michael A. Sprayberry, Director
North Carolina Emergency Management

DocuSigned by:
Greg Shuping
5A8D60FDG00643E...
EM Director

APPROVED AS TO PROCEDURES

DocuSigned by:
William Polk
2091B16C4724404...
William Polk, Assistant General Counsel
Reviewed for the Department Of Public
Safety, by William Polk, DPS Assistant
General Counsel, to fulfill the purposes of the
North Carolina Tier II Grant Program

DocuSigned by:
James Cherokee
2D93F7AD68AA46D...
James J. Cherokee, Controller
North Carolina Department of Public Safety

DocuSigned by:
Frank L. Perry
521C031E0E45403...
Frank L. Perry, Secretary
North Carolina Department of Public Safety

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2016 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY FRANK L. PERRY, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE TIER II GRANT.