

PROJECT: VOAD2020-XX

COST CODE:

North Carolina Division of Emergency Management and VOAD Agreement of Grant Conditions

This Agreement is made by and between the North Carolina Division of Emergency Management, hereinafter referred to as "NCEM", and the Volunteer or Voluntary Nonprofit Agency or Organization Active or Assisting in or with Disasters, for itself, its assignees and successors in interest, hereinafter referred to as the "VOAD". During the performance of this contract, and by signing this contract, the VOAD agrees as follows:

A. Scope of Services

The Disaster Recovery Act of 2019 (S.L. 2019-224) allocated funds to NCEM to provide financial assistance to volunteer nonprofit organizations that provide sheltering, housing repair, and other emergency and disaster recovery services.

NCEM responsibilities. NCEM will require all organizations receiving funds to provide detailed information on all home addresses to be repaired with this funding to insure coordination to avoid duplication of benefits.

VOAD responsibilities. The VOAD will perform or complete the approved project as outlined in its application, incorporated herein. The VOAD agrees to use the funds as authorized in the Hurricane Florence Disaster Recovery Act of 2018 (S.L. 2018-136).

Compensation. NCEM will provide the VOAD with XX dollars (\$XX) under this Agreement. The entirety of the Agreement amount is a grant to the VOAD by NCEM. The VOAD will submit quarterly or monthly reports using the "Quarterly or Periodic Status Report & Reimbursement Request form" to document the use of the funds expended in the prior three-month period, provided that documentation for the use of all funds under this Agreement must be submitted no later than XXX.

Reimbursement. Payment shall be submitted to the VOAD after receipt of completed and documented invoices. Invoices shall be submitted to the North Carolina Department of Public Safety, Division of Emergency Management.

B. Federal and State Compliance Provisions

1. **Equal Opportunity/Nondiscrimination.** The VOAD agrees to comply with all Federal and State statutes, including implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicap, and age.

2. **Political Activity.** The VOAD and its employees agree to comply with provisions of Article 5 of Chapter 125 of the General Statutes which limits the political activities of persons in positions that are paid with State funds.
3. **Restriction on Lobbying.** None of the funds under this program shall be used for any activity specifically designed to urge or influence a Federal, State or local elected official to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities.
4. **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to N.C. Gen. Stat §143C-6-22.
5. **Compliance.** The VOAD shall be wholly responsible for the supervision of its employees and assistants. The VOAD 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 Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority.

The VOAD acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR Part 200. The VOAD further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the VOAD shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the VOAD hereunder.

6. **Historically Underutilized Businesses.** If VOAD is a private, nonprofit corporation other than an institution of higher education or a hospital that receives an appropriation of five hundred thousand dollars (\$500,000) or more during a fiscal year from the General Assembly, it shall comply with North Carolina General Statute 143-48 and report to the North Carolina Department of Administration annually on what percentage of its contract purchases of goods and services, through term contracts and open-market contracts, were from minority-owned businesses, what percentage from female-owned businesses, what percentage from disabled-owned businesses, what percentage from disabled business enterprises and what percentage from nonprofit work centers for the blind and the severely disabled. Reporting on contract purchases of goods and services will be submitted to the North Carolina Department of Administration's Office for Historically Underutilized Businesses (HUB) using the NC Interactive Purchasing System's HUB reporting system. Contact the HUB Office at 919-807-2330 or huboffice.doa@doa.nc.gov for instructions and to gain access to the NC Interactive Purchasing System's HUB reporting system.

C. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supersede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require NCEM approval via a written amendment to this contract.
2. **Subcontracts Under This Contract.** The VOAD shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written approval of NCEM. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the VOAD of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the VOAD to comply with these standards. The VOAD must submit any proposed contracts for subcontracted services to NCEM for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the VOAD for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the VOAD of the VOAD's obligations under this contract.
4. **Outsourcing.** All work shall be performed in the United States of America. No work shall be outsourced outside the United States of America.
5. **Property and Equipment**
 - a) **Maintenance and Inventory.** The VOAD shall maintain and inventory all property and equipment purchased under this contract.
 - b) **Utilization.** The property and equipment purchased under this contract must be utilized by the VOAD for the sole purpose of furthering the disaster survivors' services efforts of the VOAD for the entire useful life of the property or equipment.
 - c) **Title Interest.** NCEM retains title interest in all property and equipment purchased under this contract. In the event that the VOAD fails or refuses to comply with the provisions of this Agreement or terminates this contract, NCEM, at its discretion, may take either of the following actions:
 - Require the VOAD to purchase the property or equipment at fair market value or other mutually agreed to amount.
 - Require the VOAD to transfer the property or equipment and title of said property or equipment, if any, to NCEM or to another VOAD, as directed by NCEM.
 - d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$500 or more with a life expectancy of more than

one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of NCEM.

6. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by NCEM prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
7. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by NCEM prior to their release. All materials and publications (written, visual, or sound) resulting from grant activities shall contain the following statements: "This project was supported by a grant from the North Carolina Division of Emergency Management. The opinions, findings, conclusions, and recommendations expressed in this publication or program are those of the author and do not necessarily reflect the views of the North Carolina Division of Emergency Management."
8. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the VOAD. The amount of funding from NCEM shall not exceed the estimated funds budgeted in the approved contract. The VOAD shall initiate and prosecute to completion all actions necessary to enable the VOAD to provide its share of the project costs at or prior to the conclusion of the project. All unexpended grant funds shall be remitted to NCEM within thirty (30) days of the project completion date. The VOAD must have an adequate accounting system to identify costs chargeable to the project. The VOAD agrees that funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within the VOAD's central accounting and grant management system. The VOAD agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described above. If eligible, the VOAD and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
9. **Project Directors and Notices.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the VOAD or the VOAD's governing body. Any notice required or permitted under this Agreement shall be delivered to the VOAD's Project Director or NCEM Authorizing Official. Notice may be given to the VOAD's Project Director or NCEM Authorizing Official by mail, first-class postage prepaid, or by facsimile transmittal or by electronic mail with the original to follow by first-class mail. Either party may change the name, address,

telephone number, fax number or email address of its Project Director or NCEM Authorizing Official by giving timely written notice to the other party.

10. **Quarterly Reports.** The VOAD shall submit quarterly reports to NCEM on forms provided by NCEM, unless otherwise directed.

11. **Final Report.** A Final Accomplishments Report must be submitted to NCEM within fifteen (15) days of completion of the project, on forms provided by NCEM, unless otherwise directed.

12. **Out-of-State Travel**

- **General.** All out-of-state travel funded under this contract must have prior written approval by the Director of NCEM.
- **Requests.** Requests for approval must be submitted to NCEM, on forms provided by NCEM, no less than thirty (30) days prior to the intended departure date of travel.
- **NCEM Travel Policy Required.** Maximum allowable travel, lodging, and subsistence expenses are limited to the rates established by the Department of Public Safety Travel Policy.
- **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

13. **Prohibited Interests.** No member, officer, or employee of the VOAD during his or her tenure, and for at least two (2) years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

14. **Continued State Funding**

- **State Funding.** The VOAD agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated or allocated by the General Assembly specifically for that purpose.
- The VOAD also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

15. **Performance.** All grants provided by NCEM are performance-based and, as such, require that continual progress be made toward providing direct services to disaster survivors. Any VOAD, whose performance is deemed unsatisfactory by NCEM, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for NCEM to reduce or deny future funding.

16. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the VOAD and NCEM, or otherwise arising between the parties to this contract, shall be referred to the Director of NCEM and the authorized official of the VOAD for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the

final decision regarding such dispute shall be made by Director of NCEM, and shall be final and conclusive for all parties.

17. NCEM Held Harmless

- **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the VOAD shall be responsible for its own negligence and holds harmless NCEM, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. 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 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 in this contract 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 VOAD. If a term of this contract is inconsistent with such authority, then, that term shall be invalid, but the remaining terms and conditions of this agreement.
- **For VOADs Other Than State Agencies.** The VOAD shall be responsible for its own negligence and holds harmless NCEM, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. 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 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 in this contract 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 VOAD. If a term of this contract is inconsistent with such authority, then, that term shall be invalid, but the remaining terms and conditions of this agreement.

18. **Records Access and Retention.** The VOAD shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its persons, books, records, accounts, other sources of information, and its facilities as may be determined by NCEM, or the State to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the VOAD shall maintain such materials during the contract period, and for five (5)

years from the date of final payment from NCEM or until all audit exceptions have been resolved, for such inspection and audit or until litigation has concluded, whichever is longer. Pursuant to N.C. Gen. Stat. §147-64.7, NCEM, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the VOAD insofar as they relate to transactions with any board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

19. **Sanctions for Non-Compliance.** The applicant VOAD agrees that if it fails or refuses to comply with any provisions and assurances in this contract, NCEM may take any or all of the following actions:

- Cancel, terminate, or suspend this contract in whole or in part;
- Withhold funding to the VOAD until satisfactory compliance has been attained by the VOAD;
- Refrain from extending any further funding to the VOAD under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the VOAD;
- Refer the case for appropriate legal proceedings.

20. **Cancellation, Termination, or Suspension of Contract**

- **By NCEM.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by NCEM. For noncompliance not indicative of management deficiencies or criminal activity NCEM shall give sixty (60) days written notice to take corrective action. If the VOAD has not taken the appropriate corrective action after sixty (60) days NCEM may cancel, terminate, or suspend this contract in whole or in part.
- **By mutual consent.** The VOAD or NCEM may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- **Unexpended funds.** Any unexpended funds remaining after cancellation or termination will revert to NCEM.

21. **Completion Date.** Unless otherwise authorized in writing by NCEM, the VOAD shall commence, carry on, and complete the project as described in the grant award within three years of the date of this agreement.

22. **E-Verify requirements.** If this contract is subject to N.C. Gen. Stat. §143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

23. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each VOAD, prior to contracting with the

State certify, and the undersigned VOAD Authorizing Official on behalf of the Agency does hereby certify, to the following:

- that the VOAD is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- that the VOAD shall not utilize on any contract with the State agency any subcontractor
- that is identified on the Final Divestment List; and
- that the undersigned VOAD Authorizing Official is authorized by the VOAD to make this Certification.

24. **Regulation.** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use including but may not be limited to, N.C. Gen. Stat. 143C-6-21, 143C-6-22, 143C-6-23, and 09 NCAC 03M (Notice of Certain Reporting and Audit Requirements), Chapter 166 of the North Carolina General Statutes at N.C. Gen. Stat. 166A-1 et. seq., The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. §5121 et. seq., 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 60, 206, 209, 220, 221, 2 CFR 200, Appendix II to Part 200 “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”, and applicable HUD regulations, policies, and guidance if CDBG-DR funds are used under this Contract. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.

25. **Taxes.** The VOAD shall be responsible for all taxes. **There shall be no reimbursement for taxes incurred by the subrecipient under this grant.** The VOAD shall complete, execute, notarize and return the “State Grant Certification – No Overdue Tax Debts” form. The VOAD shall complete and return the “Substitute W-9 Form Request for Taxpayer Identification Number” form. The VOAD agrees that failure to provide NCEM with a correct taxpayer identification number authorizes NCEM to withhold any amount due and payable under this Agreement.

26. **Antitrust Laws.** This Agreement is entered into in compliance with all State and Federal antitrust laws.

27. **Conflict of Interest.** Notarized Policy addressing conflicts of interest: The VOAD shall file with NCEM a copy of the VOAD’S policy addressing conflicts of interest that may arise involving NCEM’S management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as VOAD’S employees or members of its board or other governing body, from VOAD’S disbursing of State funds and shall include actions to be taken by VOAD or the individual, or both to avoid conflicts of interest and the appearance of impropriety. Additionally, the VOAD certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant or project. Throughout the duration of this Contract, the VOAD has the duty to promptly inform NCEM of any such conflict of interest or direct or indirect benefit of which it becomes aware. The policy shall be filed before NCEM may disburse the grant funds.

28. **E-Verify Requirements.** If this Agreement is subject to N.C. Gen. Stat. 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
29. **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.
30. **Modification.** This Agreement may be amended only by written amendments duly executed by NCEM and the VOAD.
31. **Situs.** This Agreement shall be governed by the laws of the State of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
32. **Agency Fiscal Year.** The end date for the VOAD's fiscal year is _____ .
33. **Effective Date and Signature.** This Agreement shall be effective starting January 1, 2020 and this Agreement shall terminate on December 31, 2023. By signing below, the VOAD agrees that the undersigned is duly authorized to sign all contracts, agreements and documents and to bind the VOAD to the terms and conditions of this Agreement.

VOAD PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
SIGNATURE	EMAIL	TELEPHONE NUMBER
VOAD PROJECT LEAD		
NAME	TITLE	ADDRESS
SIGNATURE	EMAIL	TELEPHONE NUMBER
VOAD AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	EMAIL	TELEPHONE NUMBER
VOAD OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	EMAIL	TELEPHONE NUMBER