

**MEMORANDUM OF AGREEMENT
BETWEEN
CAROLINE COUNTY DEPARTMENT OF EMERGENCY SERVICES
AND
TOWN OF GREENSBORO
FY 2021 LAW ENFORCEMENT TERRORISM PREVENTION
PROGRAM**

This Memorandum of Agreement (“agreement”) is entered into this 01st day of June, 2022, by and between the Caroline County Department of Emergency Services (the “department”) and Town of Greensboro, a Maryland municipal corporation (“subgrantee”).

I. BACKGROUND

- A. The FY 2021 FEMA Homeland Security Grant Program delegates percentages of State Homeland Security Program (SHSP) funds be used towards Law Enforcement Terrorism Prevention Activities (LETPA).
- B. To this end, the State of Maryland has awarded to the Department FY 2021 Homeland Security Grant Program funds to enhance the ability of county and local agencies to prevent, deter, respond to, and recover from threats and incidents of terrorism in a framework of regional cooperation and planning under the Law Enforcement Terrorism Protection Program.

II. GENERAL PROVISIONS

- A. **Award of Funds to Subgrantee** - With the execution of this agreement, the department awards the subgrantee **\$4,269.08** (the “subgrant”) to be used as follows:

Intervention Equipment	AEL Number	Award Amount
Camera, Video	04MD-01-VCAM	\$4269.08
TOTAL AWARD		\$4,269.08

Reprogramming of these funds is not authorized.

- B. **Purpose and Compliance:**

- 1. The subgrantee acknowledges the subgrant is for the purposes of improving terrorism response and recovery by local law enforcement and other first responder agencies within the region and will utilize all equipment purchases to this end.
- 2. The subgrantee acknowledges that it is in compliance with all federal, state, and county laws related to grant funding, employment practices, and auditing, all of which are made part of this MOU.

- C. **Unauthorized Program Expenditures:** Unauthorized expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M & A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the LETPP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

- D. **State Homeland Security Strategy** – Homeland Security Grant Program funds must be allocated in support of the goals and objectives identified in the state, region (where applicable), and local jurisdiction homeland security strategies.
- E. **Required Submissions** – The subgrantee agrees to submit paid invoices, vouchers, check copies, and other supporting documentation detailing purchases under the subgrant and, if requested, written status updates on current use, assignment and status of all equipment purchased under the subgrant.
- F. **Compliance with the National Incident Management System** – The subgrantee agrees to institutionalize the use of the National Incident Management System or NIMS.
- G. **Equipment:** The subgrantee will ensure the following provisions are met:
 - 1. **Eligible Recipients of Equipment** -The subgrantee agrees to ensure the equipment procured under the subgrant will be distributed only to law enforcement agencies. Any exceptions to this requirement require the advanced written approval of the department.
 - 2. **Equipment Maintenance/Equipment Specific Consumable Supplies** – The subgrantee agrees to ensure the equipment received under this program will be maintained to the manufacturer’s specifications and standards and will retain replacement parts and consumable supplies required for equipment operation for a period of at least three years.
 - 3. **Operator Training** - Organizations receiving equipment under this program are responsible for ensuring equipment operators are trained to operate and maintain assigned equipment in accordance with manufacturer’s specifications and standards.
 - 4. **Accountability for Equipment** - The subgrantee agrees to ensure procedures are established to assign, track, and verify accountability for program equipment. No requirement exists to mark or segregate program equipment from non-program equipment; however, equipment users will maintain the capability to respond to Federal equipment audit requests for the period of three years after the receipt of the equipment.
 - 5. **Equipment Disposition** - Equipment that is determined to be obsolete, unserviceable, or not economically repairable will be disposed of using normal property disposal procedures in effect for the user agency. Disposition records will be maintained by the user agency for a period of three years from the receipt of the equipment. Equipment that is serviceable, but no longer needed, will be returned to the department for redistribution.

III. ADMINISTRATIVE PROVISIONS

- A. **Audit Requirement** - Equipment, services, and supplies received as part of this agreement is subject to federal, state, and county audit.
- B. **Matching Requirement** – No funding match is required by the subgrantee.
- C. **Non-Supplanting of Funds** – The subgrantee agrees subgrant funds awarded as part of this agreement will be used to supplement existing funds for services, supplies, or equipment purchases, and will not supplant funds which have been appropriated or budgeted for the same purpose.
- D. **Accounting for Funds** – The subgrantee agrees adequate accounting systems and practices are in place and will be utilized to ensure fund accountability consistent with federal, state, and

county requirements. All expenditure, revenue, asset, and liability transactions associated with this Agreement will be accounted for separately from other projects and programs.

- E. **Records Maintenance** – The subgrantee shall retain all records relating to this subgrant for the useable lifespan of equipment purchased using awarded funds.
- F. **Department Point of Contact** -The Caroline County Department of Emergency Services point of contact for this program is the Emergency Management Division Chief, who can be reached at (410) 479-2622.
- G. **Reimbursement/Advance of Funds** – The department will reimburse the subgrantee, not to exceed the subgrant amount, for direct costs incurred for the purchase of equipment, supplies, or services authorized by this agreement. The department will process reimbursement upon receipt of supporting documentation. The subgrantee shall submit a copy of the cancelled check and a copy of the invoice for reimbursement. Reimbursement requests are to be submitted to:

Caroline County
Department of Emergency Services
Attn: Samuel Grant
9391 Double Hills Road
Denton, Maryland 21629

IV. This agreement may be amended as the subgrantee and the department mutually agree in writing.

**CAROLINE COUNTY DEPARTMENT
OF EMERGENCY SERVICES**

WITNESS/ATTEST:

Signed: _____
Name: _____
Title: _____
Date: _____

WITNESS/ATTEST:

TOWN OF GREENSBORO

Signed: _____
Name: _____
Title: _____
Date: _____