

MEMORANDUM OF UNDERSTANDING

between

The Town of Waxhaw ("Town")

and

Union County ("County")

This Memorandum of Understanding (MOU) is entered into by and between the Town of Waxhaw and Union County, both political subdivisions of the State of North Carolina, each a "party," and referred to collectively in the MOU as "the parties." Town and County agree as follows:

Recitals

- A. Both parties, as units of local government, are eligible applicants for certain federal and state grant opportunities, including the Federal Emergency Management Administration (FEMA) Hazard Mitigation Grant Program (HMGP).
- B. Town has the capacity to directly implement projects of strategic significance.
- C. Both parties seek to acquire grant revenue to support projects of strategic significance that benefit the residents of Waxhaw and Union County.

1. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Town and County to collaboratively prepare and submit an application for the FEMA HMGP funding program. The objective of this application is to secure federal funding for the proposed HMGP project to mitigate flooding along 12-mile creek and to fortify, repair, or replace existing water and sewer infrastructure that has been damaged or compromised by recent storms and is threatened to be compromised by future historic storm events. The scope of this MOU specifically pertains to pre-award activities required to develop and submit the HMGP application.

2. Responsibilities of Parties

2.1. Town will:

- 2.1.1. Prepare all grant application materials including but not limited to: letter of intent, scope of work, narrative, budget, budget narrative, benefit-cost analysis, required federal forms, attachments, letters of support, grant application amendments, environmental and historical review, and respond to requests for information from grantor or State.
- 2.1.2. Pay the full cost of preparing all grant application materials.
- 2.1.3. Prepare and provide all grant application materials to the State in a timely manner that facilitates meeting all grant deadlines.
- 2.1.4. Prepare materials for, and present to, the North Carolina Department of Public Safety (NCDPS) HMGP screening panel.
- 2.1.5. Be responsible for securing matching fund commitments required for the grant sub-application.

- 2.1.6. Seek to recover the allowable indirect cost allocations from all grants, including applicable budget line items for "Management Costs."
- 2.1.7. Track pre-award expenditures and backup documentation for all eligible activities related to developing the sub-application.
- 2.1.8. Maintain documentation related to the grant per applicable records retention requirements.
- 2.1.9. Provide expenditure backup documentation for all activities related to the grant when requested by the State.
- 2.1.10. Respond to inquiries regarding the grant project in a timely manner.

2.2. County will:

- 2.2.1. Function as the eligible entity for FEMA funding opportunities, which are mutually agreed upon by the parties.
- 2.2.2. Register for grant submission portals, if necessary.
- 2.2.3. Sign all required federal forms*.
- 2.2.4. Submit grant application materials provided by the Town via the grant submission method in a timely manner*.
- 2.2.5. Maintain documentation related to the grant per applicable records retention requirements.

* for grants which are mutually agreed upon by the parties

Int _____

2.3. Joint Responsibilities

- 2.3.1. The Parties hereby commit, to the extent practicable, to early involvement and cooperation to ensure timely decisions are made and that the responsibilities of each Party are met.
- 2.3.2. The Parties will engage in coordination following the established sub-application submittal timelines.
- 2.3.3. The Parties will meet on a mutually agreed upon schedule to share sub-application developments, status, and sub-application review and submission milestones.
- 2.3.4. The Parties will adhere to established communication protocols which outline designated points of contact, preferred communication channels, location and frequency of meetings, preferred document sharing and version control practices, and any applicable confidentiality and security requirements.
- 2.3.5. The Parties will provide appropriate personnel and/expertise as necessary to complete and submit the sub-application.
- 2.3.6. The Parties agree to provide data and information necessary to complete the sub-application. Both parties agree that any shared data will be used exclusively to prepare and submit the FEMA HMGP grant sub-application. For sensitive or confidential data elements, the Parties will communicate in advance to establish appropriate specific data protocols to ensure the protection of information and maintain data integrity and security.

3. Effective Date and Duration

- 3.1. **Effective Date:** Upon the signature of all parties, this MOU is effective.
- 3.2. **Duration:** Unless extended or terminated earlier in accordance with its terms, this MOU will terminate upon completion of all required grant reporting and close-out activities. However, such expiration shall not extinguish or prejudice either party's right to enforce this MOU for any breach or default in performance which has not been cured.

- 4. **Authorized Representatives and Notice.** Each of the parties designates the following individuals as their authorized representative for the administration of this MOU. Either party may designate a new authorized representative by written notice to the other.

4.1. County's Authorized Representatives: Brian Matthews, County Manager, Union County, NC

4.2. Town's Authorized Representatives:

4.2.1. Richard Hicks - Interim Town Manager

4.2.2. Rosie Dodd- Finance Director

4.2.3. Orion Holtey, PE, CFM – Assistant Town Engineer

4.2.4. Susan Lee – Administrative Services Manager

Any notice, demand, consent, approval, or other communication to be given under this MOU must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery, certified mail, postage prepaid, return receipt requested, or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8 am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the MOU on behalf of that party below.

5. Amendments

This MOU may be amended by mutual written agreement of both parties.

6. Escalation Protocols

6.1. In the event of a disagreement or issue that cannot be resolved at the project team level, the matter will be escalated to the senior management of both Town and County.

6.2. A joint resolution meeting will be scheduled within five (5) business days of escalation, where senior management will review the issue and agree on a course of action.

7. Entirety of the Agreement

This Memorandum of Understanding represents the full and complete understanding of both parties with respect to the subject matter of this MOU.

8. Compliance with Law

The parties agree to comply with all applicable laws and regulations in connection with this MOU, as well as all applicable grant conditions.

9. Public Records.

Notwithstanding anything herein to the contrary, each party has the right to disclose the terms and conditions of this MOU as well as information shared pursuant to this MOU, to the extent necessary to comply with North Carolina public records laws, establish rights, or enforce obligations under this MOU.

10. Indemnification:

To the maximum extent allowed by applicable law, Town agrees to indemnify, defend and hold the County and each of its officers, employees and agents harmless from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities as a result of any claims, demands, lawsuits, actions or proceedings arising from the County's performance of its obligations hereunder, except to the extent caused by breach of contract, negligence or misconduct on the part of the County

SIGNATURES FOLLOW ON NEXT PAGE

Signatures

Party's Certifications:

By execution of this contract, the undersigned certifies that they have the power and authority to execute this MOU on behalf of the parties and bind the parties to its terms.

Each Party, by execution of this contract, hereby acknowledges that it has read this MOU, understands it, and agrees to be bound by its terms and conditions.

Richard N. Hicks

Richard N. Hicks
Interim Town Manager
Town of Waxhaw (Print)

Richard N. Hicks

Richard N. Hicks
Interim Town manager
(Signature)

5/6/25

Date

Rosemary Dodd

Rosemary Dodd
Finance Director
Town of Waxhaw (Print)

Rosemary Dodd

Rosemary Dodd
Finance Director
(Signature)

5/6/25

Date

Brian Matthews
County Manager
Union County, NC (Print)

Brian Matthews
County Manager
Union County, NC (Signature)

Date

Approved as to Legal Form: BTI