

Attachment A

Scope of Work and Annual Budget

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the Cooperative Agreement. This will include a scope of work, information related to any potential supporting agencies and an annual budget for the appropriated funds. Please attach additional sheets, as necessary.

1. Organization:	
Organization Name:	City of Fayetteville
Tax Identification #:	56-6001226
Organization Fiscal Year End:	June 30

<p>2. Scope of Work:</p> <p>Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the contract. The description should include services to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those services, objectives and expected results.</p> <p><u>Authority</u></p> <p>The parties enter this agreement under the authority of Article 6 of the North Carolina Emergency Management Act, as amended, Chapter 166A of the North Carolina General Statutes, N.C. Gen. Stat. § 166A-66 and 166A-67 as well as S.L. 2021-180 Joint Conference Report p.422 that provided reoccurring appropriations to the North Carolina Division of Emergency Management for "funding to support the State Search and Rescue program."</p> <p>The funds awarded under this agreement must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. § 143C-6-21, 143C-6-22, 143C-6-23, 09 NCAC 03M, and 14B NCAC 03. By entering into this agreement, RECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.</p> <p><u>Response Expenses</u></p> <p>The task force shall be eligible to receive reimbursement for actual costs of any response, activation, demobilization, and reconstitution costs for State Missions consistent with the latest version of the FEMA Public Assistance Program and Policy Guide for Emergency Protective Measures. These costs shall not be counted towards their administrative, training, or equipment costs associated with this agreement. The funds provided as part of this cooperative agreement are to offset the costs to maintain an Urban Search and Rescue Task Force and Swiftwater Rescue Team.</p> <p><u>Roles and Responsibilities</u></p> <p>North Carolina Division of Emergency Management will:</p> <ul style="list-style-type: none"> ▪ Promulgating the regulations, standards, policies, directives, and overall concept of operations for the NC SAR System as appropriate; ▪ Maintaining overall direction and control of System Resources engaged in NC SAR System activities, as contemplated in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the NC SAR System; ▪ Evaluating System and team performance in accordance with the Regulations, standards, policies and procedures and directives of the NC SAR System; ▪ Scheduling and conducting periodic meetings of NC SAR System advisory committees and other consultative bodies; ▪ Assist in obtaining training, supplies, vehicles, and equipment from State, Federal, and donor sources for local issuance and use in training, emergencies, or disasters;

Roles and Responsibilities Cont.

- Perform audit, inventory, and evaluation of team capabilities, equipment, and supporting documentation of training and credentialing;
- Maintain any required insurance on State owned vehicles or trailers;
- Processing claims for reimbursement in accordance with the Regulations, policies, and procedures and to provide reimbursement of documented actual expenses when deployed as a State Mission;
- Ensuring proper coordination and cooperation within the State, between the Division of Emergency Management and other State Emergency Response Team components and entities, and between State and other Federal, State, local, and private-sector entities for the purpose of NC SAR System activities;
- Maintaining 24-hour per day capability to receive a request for NC SAR System Resources;
- The Director of North Carolina Emergency Management or his/her designee, i.e., the NC Search and Rescue Coordinator, shall have the authority to activate the teams in whole or in part using the All-Hazards Response Model; and
- Notification of activation will be made by the NCEM Director or their designee.

City of Fayetteville will, at the direction of the NC Division of Emergency Management:

- Establish and maintain, as a minimum, a Type III Urban Search and Rescue Task Force as well as a Type I Swiftwater Rescue Team as part of the larger task force available for response at the request of NCEM;
- Establish and maintain per manufacturer recommendations, as a minimum, a functionally equivalent equipment cache for a Type III Urban Search and Rescue Task Force as well as a Type I Swiftwater Rescue Team as described in 14B NCAC 03 available for response at the request of NCEM;
- Recruiting and training the Task Force, according to the Regulations, standards, policies, procedures, directives, and overall concept of operations for the NC SAR System promulgated by NCEM;
- Maintaining such agreements with any Participating Agencies as are required under the Regulations, standards, policies, directives, procedures, and overall concept of operations for the NC SAR System. Agreements with Participating Agencies for NC SAR System activities must be consistent with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the NC SAR System, and this Memorandum of Agreement;
- Submitting to NCEM a copy of any agreements with any Participating Agencies;
- Designating a Task Force Program Manager, who shall represent the Task Force as a decision maker at regularly scheduled NC SAR management meetings, as well as other such persons as required by the Regulations, standards, policies, procedures, directives, and overall concept of operations for the NC SAR System;
- Maintaining 24-hour per day capability to receive a request for an Alert or Activation Notice of NC SAR System Resources and to accept or decline the request within one hour;
- To the extent that the Sponsoring Agency and/or Participating Agencies chooses to provide personnel for NC SAR System management teams or other technical functions, or for any NCEM advisory and consultative entities, complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the NC SAR System with respect to these personnel;
- Operate and maintain State owned vehicles and other equipment as required to execute this agreement;

Roles and Responsibilities Cont.

- Ensure any required insurance is maintained on any vehicle or trailer owned by any agency other than the State that is used as part of any NC SAR System activity;
- Utilize the North Carolina Training, Exercise, & Response Management System (TERMS) to maintain task force training and response information as the system of record for the personnel on the task force as well as their associated relevant training records;
- Ensure worker's compensation coverage for all task force members and that all task force members shall be in an on-duty status during all system activities;
- Maintain participation in the North Carolina Statewide Mutual Aid Agreement;
- Accept and maintain equipment from the State and other sources for use in training, emergency, or disaster response as well as provide for an annual inventory and inspection of equipment;
- Mobilize, control and supervise team(s) for Out of State, In-State, regional, or local disaster service;
- Notifying the NCEM 24hr Watch when there is a change in the operational status of the Task Force;
- In the event of a State or local emergency or disaster, provide the team(s) to the State under the terms and conditions of applicable State law and/or agreements whenever the resources have not been or is not projected to be needed locally for a disaster or emergency;
- Ensure compliance with all applicable laws, administrative rules, and policy associated with the program and;
- Obtaining the consent of the County Emergency Management Agency, if different than the Sponsoring Agency, to prior to responding to any Alert or Activation Request of NC SAR System Resources, in accordance with the Regulations, standards, policies and procedures of the NC SAR System as well as under the terms and conditions of applicable State law and/or agreements.

Documentation Requirements of the Grantor to Disperse Funds under this Agreement

Prior to dispersing any funds the following is required:

Submittal proof of required documentation as cited in Section 4 "Conditions" of the COOPERATIVE AGREEMENT including all Subsections A-D of Section 4. Submissions shall include:

- A current Unique Entity Identifier (UEI);
- A NC Substitute W-9 (09 NCAC 03M .0202);
- Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202);
- Conflict of Interest Policy (G.S. 143C-6-23.(b));
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c));
- Executed copy as a party to the 2023 North Carolina Statewide Mutual Aid Agreement; and
- Maintaining at a minimum one (1) central point of contact, Task Force Program Manager, for the Task Force as required per Section 12 of COOPERATIVE AGREEMENT.

For disbursement of Administration Expenses:

- Annual certification that the team roster has been updated in the NC TERMS Application and that the team and personnel comply with requirements of 14B NCAC 3 .0409;
- Annual certification that the Sponsoring Agency is an eligible entity per the NCAC;
- Verification of annual State inventory has been completed in the previous 12 months;
- Verification of an executed support agreement between the Sponsoring Agency and any Participating Agencies; and
- Verification that the NC TERMS Application team profile has been updated to include verification of team manager(s) for the team and personnel credentials have been verified.

Documentation requirements to Disperse Funds (cont)

For disbursement of Training Expenses

Requirements for disbursement of funds associated with training reimbursement shall comply with the task force maintaining a roster of personnel appropriate team type as cited in Title 14B of the North Carolina Administrative Code, Chapter 3 .0409 (c) and include the following:

- Submission of an annual training plan for the program by the second quarter Technical Advisory Group meeting. Training plan must be approved by the NCEM USAR Program Coordinator prior to any training costs being eligible for reimbursement under this agreement. Any training costs associated with the approved training plan shall be reimbursed up to the maximum amount of this agreement per State fiscal year. Any training, conferences, or other associated training costs not included in the approved training plan shall require the written approval of the NCEM USAR Program Coordinator prior to costs being eligible for reimbursement under this agreement;
- Submission of associated training records for the program and its members for any training that is being submitted for reimbursement as well as documentation of actual training expenses incurred by the team for reimbursement under this agreement; and
- Compliance with quarterly reimbursement and progress reports for training and associated travel.

For disbursement of Equipment Expenses

Requirements for disbursement of funds associated with equipment reimbursement shall comply with the task force maintaining a functionally equivalent cache of equipment based on the appropriate team type as cited in Title 14B of the North Carolina Administrative Code, Chapter 3 .0409 (d) and include the following:

- Maintenance of current inventory of task force cache;
- Associated documentation of the purchases of new equipment to meet or maintain equivalent cache of equipment as required in NCAC. For the purchase of new equipment, the team must have prior approval by the NCEM USAR Program Coordinator prior to any equipment costs being eligible for reimbursement under this agreement. Equipment maintenance costs are eligible up to the amount of the agreement in any State fiscal year as long as this work is for repair and preventative maintenance. Any modification to the equipment cache, equipment cache transportation, or other associated program equipment requires prior approval of the NCEM USAR Program Coordinator prior to those costs being eligible for reimbursement under this agreement;
- Submission of associated equipment repair, replacement, or purchase records that is being submitted for reimbursement as well as documentation of actual equipment expenses incurred by the task force for reimbursement under this agreement;
- To be eligible for funds under this section, the team must have completed an annual State inventory within the previous 12 months;
- Quarterly reports for equipment use shall also include the latest mileage or hour meter reading for any State owned or program equipment; and
- Compliance with quarterly reimbursement and progress reports for task force equipment and equipment associated expenses.

Movement of Funds Across Expense Categories and Other Expenses

Administrative funds shall not be eligible to be transferred to other cost categories under this agreement. The NCEM USAR Program Coordinator shall have the authority to review and approve requests to move fund balances between training and equipment categories within the same State fiscal year at the team's request to meet programmatic needs. The team must submit a plan for any fund transfer between expense categories with a detailed justification for the request to move funds across expense categories. Once the NCEM USAR Program Coordinator approves the funds transfer the team may be reimbursed for expenses as approved by the NCEM USAR Program Coordinator.

Other expenses may be reimbursed under this agreement contingent on the availability of funds to cover the costs of maintaining program equipment and team readiness. These costs must be approved by the NCEM USAR Program Coordinator who must validate the availability of funds to cover the additional expenses of the task force as a result of participating in this program. The recipient is responsible to ensure that any procurement covered under this section complies with the requirements of any applicable local, State, or Federal procurement rules to include 2 CFR 200 requirements. The recipient shall submit an invoice to the NCEM USAR Program Coordinator for an approved expense and payment shall be remitted under the terms and conditions of this agreement for any approved additional costs.

Communication

The City of Fayetteville and NCEM will regularly communicate any program status changes of which both the City of Fayetteville and NCEM should be aware.

Both parties affirm a mutual goal of continually working to implement best practices and lessons learned with the aim of always improving the effectiveness and efficiency of the NC Search and Rescue System and the NC Urban Search and Rescue Program.

The recipient is responsible for tracking use of local, mutual aid, State, and EMAC missions where program equipment or personnel are utilized as part of a Search and Rescue Mission and reporting this data not less than quarterly. The recipient shall communicate with the local / county emergency management coordinator when reporting availability status or when deploying under the NC SAR System. The recipient is responsible to communicate to the NCEM 24hr Watch when there is a change in operational status due to personnel, equipment, or other issues or obligations that would prevent a response to a State Mission, or when local response obligations would impact task force availability.

Amendments may be considered at any time and enacted based on the consensus of all parties.

3. Sub-Recipients:

a. Does the Recipient anticipate that it will pass down or pay out any funds to any sub-recipients?		Yes	No
If yes, answer the following:			
b. Name of Sub-Recipient	c. Program name	d. Amount to Sub-Recipient	

Below are general expenditure descriptions that can serve as a **guide** for preparing the organization's annual budget related to the funding. Please add or delete expenditure captions for clarity if needed. The annual budget must be signed by an authorizing official. Budget can be modified per the conditions of this agreement with approval of the grantor.

The following annual budget is for the time period beginning 7/1/2023 and ending 6/30/2024 and renews each State fiscal year contingent on funding availability until this agreement expires or is modified under the agreement of both parties.

EXPENDITURE DESCRIPTION	AMOUNT
Training Expenses (e.g. program related staffing)	\$ 32,000
Equipment Expenses (e.g. supplies and equipment)	\$ 30,000
Administration Expenses (e.g. overhead & project management)	\$ 32,000
Total Beginning Balance of the Project Fund	\$ 94,000 (AWARD AMOUNT PER FISCAL YEAR)

With regard to the information contained herein, I certify that the annual budget has been approved by the Recipient's Chief Fiscal Officer.

Douglas J. Hewett

12/21/2023 | 15:33:21 PST

Signature _____ Date _____

Douglas J. Hewett _____ City Manager

Printed Name _____ Title _____