Appendix A
US&R Task Force FY 2023 Readiness Cooperative Agreement
Statement of Work

A. Purpose

The U. S. Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) are accountable to provide support and funding for the maintenance and readiness of the National Urban Search and Rescue (US&R) Response System (the System). The purpose of this **Readiness Cooperative Agreement** is to support the continued development and maintenance of a national urban search and rescue capability. Specifically, this agreement provides a mechanism for distribution of Cooperative Agreement funding for certain purposes in preparation of a Federal US&R capability for disaster response. This Cooperative Agreement allows each Sponsoring Agency of a System US&R task force the opportunity to maintain a high standard and condition of operational readiness and includes guidance on key areas for task force management to focus on continued preparedness efforts.

This Cooperative Agreement provides direction to the System task force's Sponsoring Agency for the use of funding to provide administrative and program management, training, support, equipment cache procurement, maintenance, and storage.

B. Background

FEMA, in cooperation with other federal, state and local agencies created the System to provide a national US&R capability that provides lifesaving resources to survivors of structural collapse. When the System was developed in 1990, there was limited capability in only a few states to perform this mission and no resources were available for a coordinated national response.

In 1992, the Federal Response Plan (FRP) was published by FEMA and coordinated activities with 26 federal agencies. The federal government's response to disasters was classified into 12 Emergency Support Functions (ESFs). ESF #9 (Search and Rescue) was established with FEMA as the Primary Agency. FEMA maintains a national consensus on standard operating procedures, organizational structure, equipment, training, and exercise requirements. Currently, 28 state and local Sponsoring Agencies in 19 states participate in the System by making their task forces available for national disaster response.

FEMA had no organic heavy rescue capability of its own and realized the best sources for US&R knowledge and skills reside at the state and local level. The System was developed and continues as a federal–state–local partnership, based on a Memorandum of Agreement (MOA) and individual Response and Readiness Cooperative Agreements. While the MOA provides the basic operational "**Agreement**" between FEMA, the state and Sponsoring Agency, the individual Readiness Cooperative Agreement provides the mechanism for distributing federal funds to the Sponsoring Agencies of the System's 28 US&R task forces for continued readiness efforts.

In December 2004, the National Response Plan (NRP) was published by DHS which integrated the Federal Response Plan. The NRP was then updated in January 2008 and is

now referred to as the National Response Framework (NRF). At that time, ESF#9 was expanded to encompass urban, water-borne, and land-based search and rescue environments.

C. FEMA Objectives

FEMA, through the Urban Search & Rescue (US&R) Branch or Grant Programs Directorate, shall:

1. Provide oversight and funding to System Sponsoring Agencies to manage and administer US&R task force affairs and activities in accordance with accepted standard business practices.
2. Provide oversight and funding to train and exercise System personnel to safely perform assigned US&R duties in accordance with established FEMA/System approved standards and guidance.
3. Provide oversight and funding to acquire and maintain the equipment in accordance with the US&R Equipment Cache List as approved by the US&R Branch.
4. Provide oversight and funding for the lease of space to provide offices, training facilities and/or storage of vehicles and equipment, as needed.
5. Provide resources (e.g., staff, equipment, funding) to support readiness and standby activities, subject to availability of funds (e.g., catastrophic planning, technical assistance, mobilization exercises).
6. Provide a forum for discussion of strategic issues by facilitating the hosting of Sponsoring Agency Chief/Head meetings with the FEMA Administrator, or designee' as well as regularly scheduled meetings with the System's Strategic Group.

D. Approvals

Advance approval must be obtained in writing from both the US&R Branch and the FEMA Grants Assistance Officer for the following (in accordance with 2 C.F.R. Part 200):

1. Approval for activities or expenditures not identified in the task force narrative and budget, but that are allowable within the scope of work for this Cooperative Agreement (i.e., budget changes)
2. Requests for extension of the Period of Performance (POP) for this Cooperative Agreement. *(The POP for this Cooperative Agreement is 36 months to allow sufficient time to complete and execute the budget)*. Extensions to the POP for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to both the US&R Branch and the FEMA Grants Assistance Officer and must contain specific and compelling justifications as to why an extension is required. See also section H.2 of the NOFO for more information on the POP extension process.
3. Requests for spending Cooperative Agreement funds prior to the beginning of this period of performance ("pre-award costs"). See also section D.14(b) of the NOFO for further information on pre-award costs.

For more detailed information pertaining to submission of amendments to this Cooperative Agreement, refer to US&R Program Directive 2016-010 – *US&R Readiness Amendment Guidance*, dated September 6, 2016, and any updates. (Available by contacting the US&R Branch)

Unauthorized expenditures may be denied and required to be reimbursed to FEMA. Use of Cooperative Agreement funds provided through this agreement for any activity that occurs outside the United States and its territories is prohibited, unless authorized by the US&R Branch, FEMA Grant Programs Directorate and FEMA International Affairs prior to incurring costs for the activity. See also section D.14 of the NOFO for further information on funding restrictions and allowable costs.

E. Applicable Laws and Policies/Order of Precedence

This award is subject to the laws and regulations of the United States. This Cooperative Agreement incorporates the terms and requirements of any applicable Agency policies and all US&R Program Directives issued by the US&R Branch, including those issued during the term of this Cooperative Agreement.

Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the Federal Register, Executive Orders, OMB Circulars, agency award conditions, the terms and conditions of the Sponsoring Agency's Memorandum of Agreement with FEMA, applicable DHS and FEMA policies, US&R Program Directives, and US&R General Memoranda. (Available by contacting the US&R Branch)

Some of the terms and conditions contained herein may contain, by reference or substance, a summary of the applicable statutes, regulations, Executive Orders, or OMB Circulars. To the extent that a term or condition contained in this NOFO is a summary of an authority, such provision is not in derogation of, or an amendment to, any such statute, regulation, Executive Order, or OMB Circular.

Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Effective August 13, 2020, and mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), FEMA recipients and subrecipients may not use grant funds to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
iii. Enter into contracts or extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

F. Cooperative Agreement Funding

The FY 2023 Cooperative Agreement base total (or minimum amount) for each task force is $1,259,313.00. The US&R Branch recommended allocations are outlined in *Appendix B* of

this NOFO. Additional funds allocated to specific task forces are provided by the US&R Branch in *Appendices C, D, and E*.

Each task force can apply for up to the amount allocated to their agency as shown in *Appendix C*. All Sponsoring Agencies must submit supporting documentation with each application. The Period of Performance for the FY 2023 US&R Readiness Cooperative Agreement funding is 36 months. Each task force should submit a budget narrative detailing daily operation costs such as salary expenses and lease costs within that period of performance covering only 12 months. Certain costs may be expended during any point in the period of performance while other costs must be budgeted for a set period within the period of performance.

For costs to conduct trainings and for procurement of equipment and supplies task forces shall only charge costs for work done in the period of performance. Where part (or all) of the work under a grant is equipment to be put into service, then that work needs to be fully completed (including receiving the equipment) within the period of performance. These costs may be incurred at any point throughout the period of performance.

Task forces are reminded that you may only use cooperative agreement funds to pay for warehouse leases for a twelve-month consecutive period within the overall period of performance and that there is no guarantee of cooperative agreement funding in future years. Task forces may write contracts with an available funds clause or option years for protection.

G. FEMA/US&R Branch Responsibility

1. Review, approve, and adopt System-related products, including technical manuals, operational procedures, training curriculum and supporting manuals, meeting agendas and other requirements for the System.
2. Coordinate and support meetings relating to System activities, to develop and implement policies, procedures, and System documents.
3. Establish and disseminate policy and Program Directives for the System based on established regulations and with substantial involvement and input from the partner sponsoring agencies and their members.
4. In cooperation with the System's Strategic Group, determine annual funding levels for readiness activities.
5. Purchase equipment and deliver to System task forces, based on need and available funding.
6. Review and/or approve expenditure reports, performance reports, personnel records, training records, task force self-evaluation documents, equipment cache and excess property inventories and other deliverables required by the US&R Branch.
7. Review and approve/disapprove in writing, in conjunction with the Grants Assistance Officer, any cost deviations or budget revisions from those prescribed in this agreement or from other FEMA established policies.
8. Implement the policy, criteria, and procedure for task force evaluations. Distribute an annual Task Force Self-Evaluation survey with 45-day submission suspense, for completion by the task forces. Conduct a cooperative peer-based Readiness Assessment

Program (RAP), to include Administrative Readiness Evaluations (ARE) and Operational Readiness Exercise Evaluations (OREE).

9. Track, disseminate, and consistently update the status of recommendations generated from the Advisory Organization to all System components.
10. Based on various planning factors, the US&R Branch may alert or activate System resources for activities associated with scheduled National Special Security Events (NSSE). Task forces activated under this section will be notified in advance, through written activation orders that will provide authorization for travel and to carryout activities required of the operations. Prior to any activities under this section, the US&R Branch will request cost estimates from identified task forces. This item would be funded separately from annual Readiness Cooperative Agreement funding but could be either an amendment to this Cooperative Agreement or the Response Cooperative Agreement.
11. Provide at least one full-time US&R Branch staff member to serve as project officer for each of the recognized Functional Groups within the Advisory Organization to assist the Group leader in the administration of the Group.

H. Sponsoring Agency Responsibility and Requirements

Under this Readiness Cooperative Agreement, the Sponsoring Agency shall use funding to prepare the task force under the following categories: Administration/Management, Training, Equipment, and Storage/Maintenance.

1. Administration and Management
   a. Provide sufficient staff for management and administration of task force day-to-day activities. This staff shall be responsible for program management, grants management, financial management, administrative support, training coordination and instruction, logistics management and property accountability. These management responsibilities include, but are not limited to, task force salaries and expenses coordination; record-keeping; inventory and maintenance of task force equipment caches; communicating with task force members and parties who support task force activities; and similar management and administrative tasks.
   b. Maintain a comparison of expenditures with budgeted amounts for each Federal award, per 2 C.F.R. § 200.302. This includes maintaining a budget that reflects budgeted versus actual expenditures, tracking back to the four budget categories and nine object classes as detailed within their budget of their application on SF-424A – *Budget Information (Non-Construction)* or SF-424C – *Budget Information (Construction)*.
   c. Task forces may purchase equipment & supplies for the administration of their program with US&R funding, with their own funding, or both. These items may include but are not limited to, laptop and desktop computers, cellular telephones/wireless tablets, personal communication devices (e.g., smart phones), printers, scanners, copy machines, office furniture, video conference capability, etc.
   d. Recruit, train and maintain a roster of personnel to enable complete staffing of a National Incident Management System (NIMS) Type I US&R task force. Positions shall be staffed from within the task force organization unless prior approval is given by the US&R Branch. The rostered staffing level shall be a maximum 210 personnel,

plus up to 10% allowable staffing overage, to address attrition, Incident Support Team (IST) members, etc. The task force shall pursue the goal to roster the minimum of 140 deployable personnel; two-deep at each of the 19 functional positions required for a NIMS Type I US&R task force configuration. Ensure all members have a completed, signed, and notarized Appointment Affidavit on file with the task force.

e. Ensure each task force member meets the necessary license, certification, or other professional qualification requirements of their assigned position at time of deployment. Further ensure that the task force has the documentation on file to verify currency.
f. The task force may use funds to cover salary and travel for product research and development efforts, when authorized by the US&R Branch who will coordinate with the Grant Programs Directorate.
g. The task force may use funds to cover salary and travel to enable task force personnel to collaborate with federal, state, or other entities (e.g., other US&R resources or emergency responders) to enhance the capabilities of the System.
h. Ensure the task force is prepared for AREs by completing an internal self-evaluation operational readiness and preparedness survey (Phase I Self-Evaluation) as provided by the US&R Branch. The completed electronic copy of the self-evaluation shall be submitted as directed by the annual Program Directive.
i. Ensure funds are properly allocated, accounted for, and reported for those task force members who serve as Sponsoring Agency Chief Representatives, Advisory Group Chair, Deputy Advisory Group Chair, IST Representative, Legal Representative, Functional Group Leaders, Deputy Functional Group Leaders, Subgroup Leaders, National and Divisional Task Force Representatives, Incident Support Team leadership as appropriate and authorized by the US&R Branch. These funds are intended to defray personnel salary, backfill, travel and other administrative costs associated with these positions for assigned task forces in accordance with Sponsoring Agency policies and *Appendices C*, *D*, *E*, and *F*.
j. Ensure funds are properly allocated, accounted for, and reported for those task forces that receive additional funding to host meetings, deliver national training, and facilitate special projects. These funds are intended to defray personnel salary, backfill, travel and other administrative costs associated with the additional funding provided in accordance with Sponsoring Agency policies and *Appendices C*, *D*, *E*, and *F*.
k. Ensure funds are properly allocated, accounted for, and reported for congressionally mandated and end-of-year supplemental funding intended to recapitalize the equipment cache.
l. Ensure timely reporting of expenditures for readiness activities carried out under this agreement and timely delivery of Cooperative Agreement reporting. Refer to Section I of this Appendix, Reporting.
m. As funding allows, ensure personnel salaries and expenses relating to task force and Incident Support Team administration, development and training preparedness activities are paid in accordance with established Sponsoring and Participating Agency policies/practices and in a timely manner, but no later than 120 days after completion of a training exercise. Appropriate personnel records shall be kept in accordance with 2 C.F.R. Part 200.

n. Compliance with NIMS is a condition for award of this Cooperative Agreement as outlined in Homeland Security Presidential Directive-5 (HSPD-5), Management of Domestic Incidents. Sponsoring Agencies must comply with the NIMS Implementation Activities established annually by FEMA. Sponsoring Agencies must report NIMS compliance activities in accordance with state and local NIMS guidance. Additionally, a certificate of completion for each required course in accordance with current the Position Descriptions must be in each System task force member's personnel file. State offered NRF, NIMS, or equivalent certificates may be substituted for those courses offered on the FEMA NIMS website provided they meet federal NIMS standards. For further information on compliance and guidance, refer to the following website: https://www.fema.gov/national-incident-management-system.

o. Attend FEMA-sponsored or FEMA-approved System meetings, conferences, and training sessions, or other events as directed by the US&R Branch as they relate to the System. Other activities include on-site peer AREs, OREEs, quality assurance oversight of FEMA-sanctioned training courses, training with other task forces, grants management training, non-federal search and rescue meetings/activities (e.g., State Urban Search and Rescue (SUSAR) Alliance), and research & development for equipment, as directed by the US&R Branch. The US&R Branch is recommending allocation of certain funds as identified in *Appendix B* for travel. All travel funds shall be accounted for under Management and Administration and/or Training at the task force level.

p. Provide complete medical evaluations and immunizations to task force members as defined by the System's Medical Subgroup or current Federal requirements. Medical screening should be conducted, at a minimum, on a triennial basis for each task force member. Each task force member must have a current Fit for Deployment form signed by the examining physician on file. This document along with the medical evaluation shall become part of each member's personal medical record. Please refer to the most current Program Directive.

q. Expend at least 98% of the Cooperative Agreement funds for which the task force has budgeted. Failure to expend 98% might be taken into consideration for future award amounts.

2. Training

a. Provide System-related or System-required training for task force personnel, including the delivery of local US&R training courses or other courses specifically required by the System's Position Descriptions or authorized by the US&R Branch. This should include equipment specific training provided by the manufacturer and authorized repair technician certification training to allow task forces to have members certified to conduct manufacturer approved repairs in-house.

b. As funding permits, complete all five modules of the OREE over a three-year period either as individual exercise components, or as one comprehensive deployment exercise. The task force is encouraged to exercise as many task force members as possible during this Cooperative Agreement.

c. A task force deployment may cover all five modules or portions thereof, in which case those components not addressed in a deployment must be exercised once every three years.
d. When a task force completes all five modules, those funds originally set aside for a deployment exercise may then be used for other System approved items within the same budget category. This change must be addressed in the Semi-Annual Performance Report. A budget change is required when funds exceeding 10% of the Cooperative Agreement award amount are moved to another program budget category.
e. The task force should notify the US&R Branch of mobilization or deployment exercises as soon as the exercise is scheduled, but not later than 60 days before the exercise begins. Notification should be brief, but include dates, scope of exercise, number of participants, and other agencies involved. The intent of this notification is to provide the US&R Branch planning information for AREs and scheduling joint exercises with other DoD/federal agencies. It does not take the place of, and should not be confused with, sanction request letters to obtain FEMA approval of task force sponsored training and exercises in accordance with the *Training Program Administration Manual* (TPAM), dated January 27, 2020 (issued as US&R Program Directive 2020-004), or most current training manual. (Available from the US&R Branch)
f. Submit an after-action report within 90 days of the completion of a mobilization or deployment exercise, or a training activity with duration of more than 24 consecutive hours. Send the report to the attention of the US&R Branch Chief and written in a format where lessons learned may be shared with other task forces in the System.
g. Ensure training and exercise activities of the task force meet System standards, requirements and certifications. Ensure training records for all task force personnel are kept in a central, secure location.
h. Provide funding for expenses related to the acquisition, maintenance, training and certification of Canine Search Teams. This statement is not related to the funding provided to host canine evaluations.
i. The task force is authorized to fund the acquisition, maintenance, training and certification of Canine Search Teams – Human Remains Detection. This allows the task force the ability to have this resource within the task force. Task force support of this resource is **voluntary**.
j. When authorized, ensure funds are distributed in support of hosting a System Canine Search Team Certification Evaluation or Preparation, as identified in *Appendix D*. When funding provided for the canine evaluations exceeds actual costs, the excess allocated funds may be redirected to other System activities that support the task force's canine program under Items 6 & 7. If remaining funds are used to cover costs under Items 6 and/or 7, provide this information and the associated cost(s) in their Semi-Annual Performance Report submission.
k. Provide grants management training to assigned task force Grant Managers and Assistants who have not previously attended training. Grant management training is mandatory for all task force Grants Managers and Assistants. Grant management training is optional, but highly recommended, for task force Program Managers and other key personnel assigned to System administrative duties. Every effort shall be

made to attend continuing education by task force Grant Managers and Assistants during the Cooperative Agreement to stay current with regulation updates/changes. Personnel should attend training from a facility that provides a "Grants Certificate Program" and/or the US&R Grant Manager course. The US&R Branch and/or Grants Assistance Officer may be contacted for further information on classes offered. Examples of some grant management course topics are:

1. Managing Federal Grants and Cooperative Agreements for Recipients
2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: 2 C.F.R. Part 200
3. Applying for Federal Grants and Cooperative Agreements
4. How to Prepare the Application Budget
5. Business Management Systems for Recipients
6. Audit of Federal Grants and Cooperative Agreements

l. Provide appropriate database and systems training, as needed to task force logistics and program management personnel to maintain personnel, equipment, grant, financial and accountability records.

3. Equipment and Supplies
   a. In addition to the requirements in this Appendix, states must use, manage, and dispose of equipment, as defined by 2 C.F.R. § 200.1 in accordance with state laws. Non-state task forces must follow the 2 C.F.R. § 200.313(c)-(e) regarding the use, management, and disposition of equipment. All task forces must comply with the requirements of 2 C.F.R. § 200.314 for supplies, as defined by 2 C.F.R. § 200.94. All task forces must also comply with 2 C.F.R. § 200.312 regarding federally owned property. Equipment is tangible personal property with a useful life of at least 1 year & a per unit cost of at least $5,000 (or the non-federal entity's equivalent threshold, whichever is lower). Supplies, on the other hand, are tangible personal property lower than the $5,000 equipment threshold or have a useful life of less than a year. Phones, tablets, etc. would more likely be supplies than equipment.

   b. The Sponsoring Agency is authorized to purchase equipment as listed in the System's most current *FEMA Approved Equipment Cache List*, dated March 18, 2021 (issued as US&R Program Directive 2021-005), or most current Approved Equipment Cache List. (Available on https://www.responsesystem.org or by contacting the US&R Branch). The task force shall procure and maintain the required Hazardous Materials (Hazmat) preparedness and response equipment and supplies and train personnel according to current System policy. Doing so will allow the task force to perform rescue operations in a contaminated environment, as defined in the System's *Hazardous Materials (Hazmat) Concept of Operations (Annex B)*.
   c. The task force shall procure and maintain all items specifically identified and funded in the budget spend plan for the purpose of equipment cache recapitalization. At this writing the priority for the FY21 CA recapitalization will be Self-Contained Breathing Apparatus (SCBA). Any change to the recapitalization priority will be communicated by Program Directive. Task force personnel are reminded and directed not to exceed the current Manufacturer Suggested Retail Price (MSRP), unless prior

approval is received in writing from the US&R Branch. The task force must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317 – 200.327. The rules differ depending on whether the task force is a state entity or a non-state entity. Non-state entities must follow their own documented procurement procedures that reflect applicable state and local laws and regulations, provided the procurements conform to applicable federal law and the federal procurement requirements. Adherence to the federal procurement requirements ensures reasonable prices are obtained, and reasonable costs are a requirement of the federal cost principles per 2 C.F.R. § 200.403. Special consideration is given to the task force to purchase other equipment items in support of training, administrative, and warehouse/maintenance needs. Any other equipment not specified above can only be purchased after receiving written approval from the US&R Branch.

d. Specific task forces are identified and provided funds to cover maintenance costs of the IST "A", "B" and "C" caches and medical kits. Cooperative Agreement regulations apply to these funds and shall not be transferred to a Participating Agency (See *Appendix E*).
e. Specific task forces are also identified and provided funds to cover maintenance costs of the seven HEPP caches in accordance with the most current version of the System's *HEPP Concept of Operations,* (See *Appendix B*). Cooperative Agreement regulations apply to these funds and shall not be transferred to a Participating Agency. These task forces are also required to submit an annual HEPP maintenance cost estimate by October 30th of each year to the US&R Branch's Program Management Section Chief to assist with the budgeting for future Cooperative Agreements, subject to the availability of funds. This cost estimate shall be based on actual expenses incurred from the previous year and any additional costs anticipated for the following year, as funding allows.
f. Task forces are to ensure that the full complement of Communications capability that meets the requirements, per the current *FEMA Approved Equipment Cache List* has been purchased and/or identified within the Sponsoring Agency for immediate deployment. This Communications capability shall be maintained in a state of readiness for response. Service agreements, as required, shall be in place for immediate use of equipment upon activation. Communications capabilities shall be addressed in the following priority order:
    1. Radio UHF, VHF, 800MHz, Marine, and Air frequency capability, to include the required quantities of portable handheld radio units; portable base station(s), mobile and convertiacom unit(s), and portable repeater(s); and mobile radio units installed and operational in all task force prime mover vehicles;
    2. Satellite capability including satellite data via transportable .98-1.2M dish system, mobile satellite data system(s), and handheld and mobile satellite phones;
    3. Cellular-based data and phone capability to include wireless mobile hotspots and wireless phones.
g. Purchase equipment or supplies necessary to conduct operations within the disciplines of the task force (e.g., Communications, Search & Logistics). These items may include but are not limited to, wireless tablets, personal communication devices (e.g., smart phones), software, printers, etc.

h. For state task forces regarding grant-purchased equipment, they must maintain and track equipment in accordance with state laws and procedures. For non-state task forces regarding grant-purchased equipment, all equipment must be tracked as to its origin. Equipment that is procured with this Cooperative Agreement funding shall be identified with the source, cache list number and Cooperative Agreement number, in accordance with 2 C.F.R. Part 200. Additionally, for all task forces, federal equipment shall be properly identified as to the ownership and funding source (including Agency name and Cooperative Agreement number or Disaster/contract number). The tracking can be accomplished through procurement documents, through fields in a database, or spreadsheet. It is the responsibility of each task force to develop a method of tracking in accordance with this section. However, it should be a system that will easily and quickly identify the information. Additionally, all procurement records and receipts should be cross-referenced and coded with the Cooperative Agreement number, cache list item number, Statement of Work section, or source of origin, or a system to easily and quickly identify the information. *See also* 2 C.F.R. §§ 200.313, 200.318, 200.333.

i. Transportation equipment is authorized for purchase as part of this Cooperative Agreement with prior approval from the US&R Branch in writing after submitting a completed FEMA Form 089-0-26. (Available on https://www.fema.gov/grant-forms) or by contacting the US&R Branch)

j. Equipment and prime mover vehicles purchased with federal funds or provided by FEMA shall be for the use of the System. 2 C.F.R. § 200.313(a)(1). States must follow their own laws and procedures when using equipment. 2 C.F.R. § 200.313(b). Non-state task forces must use the equipment in accordance with 2 C.F.R. § 200.313(c), including that equipment must be used for the original program or project as long as needed, whether or not the program or project continues to be funded by a federal award. 2 C.F.R. § 200.313(c)(1). The task force must make the equipment available for its other federal programs or projects as long as it does not interfere with the ability to use under the US&R award. 2 C.F.R. § 200.313(c)(2). The task force may use US&R-acquired equipment for non-federal purposes as long as it does not interfere with the ability to use the equipment under this US&R award. See 2 C.F.R. § 200.313(a)(1), (c)(1), (c)(2). For example, equipment or vehicles may be used on a local, regional, or state disaster response or under other extraordinary circumstance as long as the use does not interfere with the original purpose of the federal award. The US&R Branch Chief shall be notified immediately in writing of any exceptional use of the two US&R equipment caches that diminish the response capability of the task force. The task force or Sponsoring Agency is responsible for replacement, re-supply, and/or repair of equipment used or consumed during activities not associated with the System, and for an immediate return to a state of readiness.

k. Title for the original cache, vehicles, and all equipment purchased under the Cooperative Agreements reside with the task forces (44 C.F.R. § 208.27, 2 C.F.R. Part 200).

l. Title to the FEMA (i.e., “Second Cache”) equipment cache, as well as the IST and HEPP Caches, which were purchased and distributed to their respective task forces by FEMA, resides with FEMA.

m. Should a non-state task forces transfer, sell, or scrap any of the equipment and/or vehicles, they are required to first ask for prior written approval and disposition instructions from the US&R Branch and Grants Assistance Officer for all grant-purchased equipment with a current per unit fair market value over $5,000 (in accordance with 2 C.F.R. § 200.313).
n. For any federally-furnished property, upon completion of the award or when the property is no longer needed, all task forces must report the property to FEMA or obtain instructions from the US&R Branch and Grants Assistance Officer per 2 C.F.R. § 200.312 and FEMA Manual 119-7-1, "Personal Property", or current edition at time of disposition. (Available on http://www.fema.gov)
o. For the purpose of accountability and safety, the task force is authorized to purchase an identification (ID) system, as long as they meet the requirements outlined in US&R Program Directive 2006-019 – *Accountability and Medical Information Cards*. (Available by contacting the US&R Branch)

4. Maintenance and Storage
   a. Maintain an accountability of property acquired under Cooperative Agreement funding, distributed federal property, and acquired federal excess property. Provide an annual report to FEMA on the status of federal property on January 31st of each year, as part of the database submittal to the US&R Warehouse per 2 C.F.R. § 200.312. Conduct an inventory of federal property and property acquired under Cooperative Agreement funding, in accordance with 2 C.F.R. §§ 200.312, 200.313, 200.314.
   b. Provide manufacturer's recommended maintenance and repair to US&R equipment acquired and specifically identified on the System's current *FEMA Approved Equipment Cache List*. Also, provide maintenance and repair to any supplemental equipment as approved by FEMA, which was purchased with FEMA funding and delivered to the task forces, purchased during a federal System response, or was acquired with FEMA approval through the Federal Excess Property Program. Task forces are expected to perform routine maintenance of equipment to maintain a state of readiness.
   c. As part of the operational readiness of each task force, all US&R equipment shall be maintained in an immediate state of readiness in a cache storage facility or facilities. This may include planning and engineering and other costs for development, maintenance, and/or lease of storage facilities and associated equipment for US&R equipment and supplies. Except for minor renovations and modifications of existing warehouse facilities that do not change the footprint of the structure, construction and renovation costs are not allowed. Examples of permissible minor renovation and modification costs include but are not limited to office / storage space buildout / reconfiguration, ceilings, loading docks / doors, lighting, HVAC, and security fencing. US&R Branch approval is required for reimbursement of renovation and modification costs. The purpose of allowing minor renovation and modification costs is to ensure the equipment cache is maintained as required under the National Urban Search and Rescue Response program. See 42 U.S.C. § 5165f(l)(2); 44 C.F.R. § 208.23(c)(4).

d. Task force management is reminded you may only use cooperative agreement funds to pay for warehouse leases for a twelve-month consecutive period within the overall period of performance and that there is no guarantee of cooperative agreement funding in future years. See Section F of this Appendix, Cooperative Agreement Funding. Task forces may write contracts with an available fund's clause or option years for protection.
e. The day-to-day repair, maintenance, storage, insurance, and administrative costs for all equipment purchased or provided by FEMA will be accomplished via this Cooperative Agreement funding provided and in accordance with 2 C.F.R. Part 200.
    1. In accordance with 2 C.F.R. 200.310, Sponsoring Agencies and/or task forces are responsible to provide, at minimum, the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.
    2. Under the Federal Tort Claims Act (FTCA), the federal government self-insurance program applies to all vehicles owned by the federal government. This act applies in the context of tort liability as well as to property damage or loss caused by employees acting within the scope of their official duties. See 28 U.S.C. § 2671. This act does not apply to rental vehicles used by Sponsoring Agencies and/or task forces when federally activated.

I. Reporting

The Sponsoring Agency shall use the following procedure for reporting. There are several types of reports required for this agreement. Refer to *Appendix H* for specific instructions and points of contact to submit all reports and deliverables. See also section F.4 of the NOFO for any additional reporting requirements.

1. Requirements

a. **Task Force Self-Evaluation**: As identified in Section H of this Appendix, Subsections 1.i of this document is due when directed by the US&R Branch.
b. **Equipment Information Submission**: As identified in Section H of this Appendix, Subsections 1.i and 4.a. Provide FEMA with an updated database of the task force US&R equipment cache (both federally owned, and grant purchased). Also provide a current TFPDD form, in a format provided by the US&R Branch and a transportation plan including all vehicles and trailers for a NIMS Type I US&R task force over-the-road configuration. Submission shall include a cover letter addressed to the US&R Branch as directed in *Appendix G* by January 31st. Those task forces who have been identified to maintain one of the three ISTs and/or one of the seven HEPP caches are also required to submit the inventory of these caches as well.
c. **HEPP Maintenance Annual Cost Estimates**: Those task forces who have been identified to maintain one of the seven HEPP caches are required to submit an annual HEPP maintenance cost estimate by October 30th of each year to the US&R Branch's Program Management Section Chief. This information will be used to assist with the budgeting for future Cooperative Agreements, subject to the availability of funds. This cost estimate shall be based on actual expenses incurred from the previous year and any additional costs anticipated for the following year, as funding allows.

d. **Semi-Annual Performance Report**: This report is due to the US&R Branch for the duration of this agreement and is a written report providing a narrative and expenditures, as explained below.
    1. The Sponsoring Agency shall electronically send a report semi-annually by January 30th (covering the time period of July 1st through December 31st) and by July 30th (covering the time period of January 1st through June 30th) of each year until the Cooperative Agreement is closed.
    2. The Performance Report shall include task force accomplishments and the total budgeted, expenditures and balance for the Cooperative Agreement funding within the following areas: Administration/Management, Training, Equipment, and Maintenance/Storage.
    3. *Performance Narrative and Funds Report* (FEMA Form 089-0-11- available on US&R USR Coop Agreements - 089 Series Forms shall be used.
    4. Completed Performance Report shall be uploaded into the NDGrants System, or as otherwise directed.
    5. All changes, whether requiring prior approval or not, shall be noted in the Performance Fund Reports and subsequent closeout documents.
    6. The Final Performance Reports shall be included in the completed closeout package and emailed to the US&R Branch and FEMA Grant Programs Directorate, unless otherwise directed.

e. SF425 Federal Financial Reporting

2. Closeout Reports

The recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. A subrecipient must submit to the pass-through entity, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.

Unless the Federal awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

The scope of work identified in the task force's approved budget plan for the Cooperative Agreement must be completed within the Period of Performance. The task force will have 120 days after the Period of Performance to complete the final payments and prepare the closeout documents. If unable to complete the closeout process by the due date, the task force must contact the Grant Programs Directorate and US&R Branch to request an extension of the liquidation and closeout reporting period. For more detailed information pertaining to submission of the Closeout Report for this Cooperative Agreement, refer to the US&R Program Directive applicable at the time.

At a minimum the following closeout document must be submitted:

a. **Cover Letter**: The recipient's closeout cover letter should reference the closeout cooperative agreement number. Please note in the cover letter any items that are not applicable. If the equipment and/or supplies are maintained by the recipient, a statement that addresses the intention to continue use of this equipment needs to be included and that the equipment/supplies will continue to be used for their intended purpose of the cooperative agreement over the life cycle of the equipment/ supplies. *Also provide a statement expressing the intent to continue use of Federally Furnished Property for the Federal US&R Program, as noted in the most recent equipment information database submission*. Instructions for the Equipment Information database submission are contained in the statement of work and are not part of the closeout procedure.
b. **Cover Page**: Provides basic information pertaining to the Cooperative Agreement, to include the Assistance Listings number, recipient name, EIN number, Cooperative Agreement number, address, email address, contact person and a signature of certification by an authorized official that all information contained within the closeout package is correct.
c. **Final Performance Report**: Recipients must submit a final progress report detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. Provide a summary of the qualitative accomplishments made through the duration of the FEMA cooperative agreement period of performance. For example, if the cooperative agreement included items under the equipment category (e.g., personal protective equipment), indicate not just the number of pieces of equipment purchased, but also describe the results of the purchase in terms of the response capability or safety, training, or other respects. The report should be broken out in the four program categories: Administrative, Training, Equipment, and Storage/Maintenance and their associated object classes.
d. **Final Financial Status Report**: The Final Federal Financial Report (SF-425) is to be submitted through the Payment and Reporting System (PARS). A copy of the PARS-generated SF-425 report should also be included in the closeout package.
e. **Refund Checks**: If applicable for non-state task forces per 2 C.F.R. § 200.305, a check should be submitted to FEMA to return any unspent federal funds plus interest earned.
f. **Record Keeping/Retention**: Retain records pursuant to the Cooperative Agreement conditions. Cooperative Agreement records should include a copy of the award document, Cooperative Agreement articles, ledgers, documentation of expenditures, documentation-copies of cancelled checks, paid invoices, payrolls, time and attendance records, contract records, etc. Upon completion of all required actions, the submission of all required items, and any appropriate financial adjustments and payments, FEMA will advise the task force in writing when the award can be considered closed out. This information must be kept for at least three years after the date of submission of the final expenditure report (SF-425). This retention period may be longer if any litigation, claim, or audit is started before the expiration of that three-year period, in which case the record retention period is until all litigation, claims, or audit findings involving those records have been resolved and final action

taken. Other types of documents pertaining to indirect costs, equipment, real property, or program income have a different start date for the record retention period. See 2 C.F.R. §§ 200.318, 200.333-200.337, 200.403(g) for further information about the items in this paragraph.

3. **Timelines** *(See Appendix G)*
   a. **Task Force Self-Evaluation**: Submitted as directed by the US&R Branch, by way of a US&R Program Directive.
   b. **Equipment Information Submission**, due January 31st of each year, including:
      1. Inventory of Federally owned equipment.
      2. Inventory of HEPP and IST Caches (when applicable).
      3. A current Task Force Deployment Data Form (Aircraft Loading Data), FEMA Form 089-0-15. (Available on https://www.fema.gov/grant-forms or by contacting the US&R Branch)
      4. A current transportation plan including all vehicles and trailers for a NIMS Type I US&R task force over-the-road configuration.
   c. **HEPP Maintenance Annual Cost Estimates**: For those task forces who have been identified to maintain one of the seven HEPP caches, the deadline to submit an annual HEPP maintenance cost estimate is October 30th of each year.
   d. The **Semi-Annual Performance Report**: This semi-annual report is due by January 30th and July 30th each year during the Period of Performance.
   e. The **Quarterly Federal Financial Report (FFR) – SF-425**: This quarterly report is due within 30 days after the end of each quarter: January 30th, April 30th, July 30th, and October 30th.
   f. **Final Cooperative Agreement Closeout Package**: The closeout package is due to FEMA within 120days after the Period of Performance expires. This package includes the following items:
      1. Cover Letter
      2. Cover Page
      3. Final Performance Report
      4. Final Federal Financial Report (FFR), SF-425
      5. Final Payment/Unexpended Funds

   Task forces must be current with all reports at the time of award of this Cooperative Agreement.

J. Time is of the Essence

FEMA is providing an annual Readiness Cooperative Agreement and it is strongly recommended that the Sponsoring Agency seek expedited approval for the acceptance and management of the Cooperative Agreement. The US&R Branch and Grant Programs Directorate acknowledge the time-sensitive nature of processing and awarding the Cooperative Agreement and will make every effort to expedite the process. The United States Congress closely scrutinizes the timely spending of

Readiness Cooperative Agreement funds and failure to meet necessary requirements and time frames may result in the loss of funding for this and future Cooperative Agreement periods.