Debris Removal Cooperative Memorandum of Agreement between the North Carolina Division of Emergency Management and local government entities affected by Tropical Storm Helene, FEMA-DR-4827-NC.

This Cooperative Memorandum of Agreement is entered into by and between the North Carolina Division of Emergency Management (hereinafter NCEM) and the undersigned county, municipality, or tribal entity (hereinafter referred to as Local Government Entity "LGE" or County) to facilitate expedited assistance with debris removal resulting from Tropical Storm Helene. The entities are referred to collectively as the "Parties."

I. PURPOSE

- WHEREAS, Tropical Storm Helene caused unprecedented damage and debris in western North Carolina. The accumulated debris creates emergency and urgent conditions that require timely removal to protect health and safety and avert additional risks to the public; and

- WHEREAS, the LGE or counties seek assistance to remove debris due to increased demands for capital and capacity; and

- WHEREAS, N.C. Gen. Stat. § 153A-121(a) delegates to counties the power to abate by ordinance acts, omissions, or conditions that are detrimental to the health, safety, or welfare of their citizens, and

- WHEREAS, N.C. Gen. Stat. § 160A-174 delegates to cities the power to define, prohibit, regulate, or abate by ordinance acts, omissions, or conditions detrimental to the health, safety, or welfare of their citizens; and

- WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1), the Governor and the Secretary of Public Safety delegate powers and duties to NCEM for coordinating the emergency management activities of State agencies, managing the State Emergency Response Team, and overseeing emergency management programs; and

- WHEREAS, the purposes of Chapter 166A, which grants powers and duties to NCEM, are intended to: (1) reduce the vulnerability of the people and property of this State to damage, injury, and loss of life and

property; (2) prepare for the prompt and efficient rescue, care, and treatment of threatened or affected persons; (3) provide for the swift and orderly rehabilitation of individuals and the restoration of property; and (4) ensure the cooperation and coordination of activities related to emergency and disaster mitigation, preparedness, response, and recovery; and

- WHEREAS, N.C. Gen. Stat. § 166A-19.15 designates the governing body of each county as the responsible authority for implementing and coordinating emergency management within each county's geographical limits, including the activities of municipalities; and

- WHEREAS, pursuant to this Agreement, the County or LGE delegates its authority to NCEM as the legally responsible entity for conducting debris removal operations for Tropical Storm Helene within its jurisdiction.

Therefore, the Parties agree and enter into this Cooperative Agreement, which embodies the understandings, commitments, terms, and conditions for NCEM to provide debris removal assistance during FEMA-DR-4827-NC for the undersigned County or LGE in relation to the recovery efforts from Tropical Storm Helene.

II. AUTHORITIES

- The North Carolina Emergency Management Act, as amended, North Carolina General Statutes, Chapter 166A et seq.
- N.C. Gen. Stat. § 153A-121
- N.C. Gen. Stat. § 160A-174
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121 et seq.
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 44 CFR Part 206, Subpart G, Public Assistance Project Administration
- FEMA Public Assistance Program and Policy Guide, June 1, 2020, Version 4

III. DEFINITIONS

"Agreement" means this document, the Debris Removal Memorandum of Cooperative Agreement between the North Carolina Division of Emergency Management and counties or other local government entities.

“Assistance” refers to help with debris removal, including personnel, equipment, facilities, services, supplies, and other resources authorized by relevant federal, state, and local funding sources.

“Authorized Representative” means a Party’s employee who has been authorized in writing by that Party to request, offer, or otherwise establish a cooperative debris removal relationship under the terms of this Agreement. The list of Authorized Representatives for each Party shall be attached to the executed copy of this Agreement.

“County” refers to the political subdivision executing this Agreement, as designated by N.C. Gen. Stat. § 166A-19.15, which serves as the responsible authority for emergency management within its geographical limits and is eligible to receive FEMA funding as a sub-recipient under this Agreement.

“CPDR” means Commercial Property Debris Removal, which refers to the removal of debris from private property.

“Declared Event” refers to Tropical Storm Helene, FEMA-DR-4827-NC.

The “Designated Coordinator” refers to a county emergency management office or an employee of the undersigned county or LGE, assigned by an authorized representative of the County or LGE, who serves as the point of contact for debris removal coordination under this Agreement.

“Disaster Impacted Area” refers to a geographical area designated by FEMA as affected by Tropical Storm Helene.

“Emergency conditions” means conditions caused by Tropical Storm Helene that are assessed to have the potential to jeopardize public health and safety or to heighten the risk of further damage to property, health, and safety if not alleviated.

“Local Government Entity or LGE” refers to a local government entity eligible to be a sub-recipient of FEMA funding under this Agreement, which includes a county, city, town, tribal, or other governmental authority.

“NCEM" The North Carolina Division of Emergency Management is a part of the North Carolina Department of Public Safety.

“Party” NCEM, a local government entity or county that enters into this Debris Removal Memorandum of Cooperative Agreement.

“Parties” refers to NCEM and one or more counties or LGEs that enter into and participate in the Debris Removal Memorandum of Cooperative Agreement.

“PPDR” refers to Private Property Debris Removal.

IV. Procedure for requesting assistance

A. METHOD FOR REQUESTING DISASTER DEBRIS REMOVAL

Any property owner or entity, including counties or LGEs, requesting debris removal under this Agreement should submit their requests through the coordinator designated by their county or LGE. Requests for debris removal should only be made in counties or LGEs located in disaster-impacted areas. The debris to be removed must have resulted from Tropical Storm Helene.

1. County: The coordinator designated by the County should request debris removal under this Agreement from NCEM.

2. LGE, as defined under this Agreement, shall coordinate its request with the County before the designated coordinator submits it to NCEM. The LGE shall provide written confirmation to NCEM that coordination has occurred.

B. REQUIRED INFORMATION

All requests for assistance must include the following information in writing:

i. *Impacted Area and GPS Coordinates.* Counties or LGEs will provide a general description of the areas, the conditions, and the debris damage they have sustained due to the declared event. NCEM contractors, with input from the County or LGE, will conduct damage assessments that include GPS coordinates of the affected areas for which assistance is requested.
ii. *Infrastructure Systems:* Identify any affected infrastructure systems.
iii. *Streams and Waterways*. Identify the affected waterways or streams and obtain the necessary regulatory permits for debris removal from them.
iv. *Meeting Time and Place.* The County or LGE designated coordinator, along with the local emergency management agency, shall reach an agreement with the designated staff at NCEM regarding a specific time and location for a representative of the County or LGE to meet with NCEM personnel and provide any necessary requirements.
v. *Signed Cooperative Agreement.* The LGE, or the County's designated coordinator, shall provide a copy of this agreement, signed by the duly authorized official of the County or LGE. The County or LGE agrees to transfer its legal authority for the work to NCEM, which allows NCEM to be reimbursed for all work requested by the County or LGE.

C. STATE AND FEDERAL FUNDING

The undersigned County or LGE agrees to provide NCEM with any documentation needed to request state or federal assistance and grants for funding the debris removal assistance provided.

V. NCEM Assessment of Ability to Render Assistance

When contacted by the LGE or the County's Designated Coordinator, NCEM's authorized representative shall complete a written acknowledgment confirming that all elements of the required information or documentation have been received, including this signed agreement. In response to the County's or the LGE's request for assistance, NCEM shall provide:

(i) Dates when assistance is scheduled.
(ii) A description of the equipment, personnel, resources required, availability, and provision timeline.
(iii) The estimated time required to fulfill the request.
(iv) The name and contact details for NCEM's designated supervisor regarding the request.
(v) The name and contact number of NCEM's designated supervisor and authorized representative.

VI. SUPERVISION AND CONTROL

After NCEM designates a supervisor for the requested assistance, the County or LGE will assign a designated coordinator to NCEM's supervisor to facilitate communication and transfer any necessary documentation. NCEM's supervisor will have the authority to:

(i) Establish and assign work schedules; maintain direct oversight and supervision of personnel, equipment, and other resources; and ensure effective communication and upkeep of communication equipment.
(ii) Keep a daily log of time, material records, and equipment hours.
(iii) Report work progress to the County or LGE at mutually agreed intervals.
(iv) Assess the estimated number of personnel, along with the types of equipment, materials, and supplies required to fulfill the request.
(v) Obtain right-of-entry approvals for debris removal on public and private properties, if applicable.

VII. REIMBURSEMENT

A. NCEM Responsibilities:

(i) NCEM will act as the primary grantee of federal and state funds for this project while ensuring overall program accountability.

(ii) NCEM shall ensure compliance with FEMA terms, including reporting, auditing, and administrative requirements per 2 CFR Part 200 et seq.
(iii) NCEM will provide technical guidance to the county or local government entity (LGE).
(iv) NCEM will act as the operational lead for the debris removal assistance program.

B. County or LGE Responsibilities:

(i) The undersigned County or LGE, as a third-party beneficiary of FEMA funds, agrees to ensure that, in coordination with NCEM, federal funds supplement rather than supplant existing state and local funds.
(ii) The undersigned County or LGE agrees to ensure that the debris removal project requested in this Agreement has not been submitted for any other FEMA-4827-DR-NC Tropical Storm Helene debris removal project.
(iii) As a third-party beneficiary of FEMA and State funds, the undersigned County or LGE agrees to comply with federal, state, and FEMA requirements that ensure NCEM's eligibility for and compliance with FEMA funding for debris removal assistance under this Agreement.
(iv) The undersigned County or LGE agrees to provide all scope or extension requests in writing. All requests must receive prior written approval from NCEM before implementation.

VIII. IMMUNITY

Pursuant to N.C. Gen. Stat. § 166A-19.60, all activities performed under this Agreement are declared to be governmental functions. Neither the parties to this Agreement nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel, complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement, shall be liable for the death of, or injury to, persons or for damage to property as a result of any such activity.

IX. AMENDMENTS

This Agreement may be modified at any time with the mutual written consent of both parties.

X. EFFECTIVE DATE

This Agreement shall take effect upon proper execution by the duly authorized official of the County and/or the governing board of the County or a LGE and upon acceptance by the Director of NCEM or his designee.

This Agreement shall remain in effect for the period of performance, _____ through _____, 20___, unless either party provides 30 days' written notice for extension or termination.

XI. SIGNATURES

FOR COUNTY or LGE

NAME OF ELIGIBLE COUNTY/LGE: _____

SIGNATURE OF AUTHORIZED OFFICIAL:

_____

TITLE OF AUTHORIZED OFFICIAL: _____

Date: _____

For the North Carolina Division of Emergency Management (NCEM)

NAME: _____

TITLE: _____

DATE: _____

END OF DOCUMENT