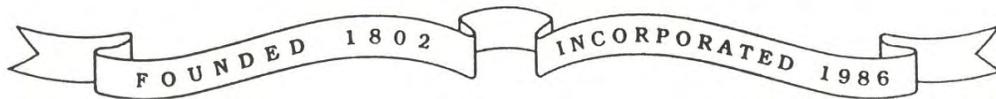




# VILLAGE OF CLEMMONS



## **Emergency Management Plan 2013**

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# **Village of Clemmons Emergency Management Policy**

It is the policy of the Village of Clemmons that if and when an emergency occurs, the situation will be handled in an expedient, efficient, and safe manner. Safety of all citizens is the ultimate goal of the policy.

In order to obtain this goal, employees are expected to cooperate fully by taking an active role in protecting themselves, their fellow citizens, and Village property.

The joint effort of employees and citizens toward execution of this policy will provide a safer environment to the advantage of all.

This policy is to be used only as a guide to actions and responsibilities. It must be used only in conjunction with Winston-Salem/Forsyth County Emergency Operations Plan for multi-hazards.

**Reference Appendix A**

# INITIAL EMERGENCY ACTIONS: IMMEDIATE RESPONSE

Run concurrently with EOC check list.

Remain Calm. Think. Do Not Panic.

Dispatch necessary departments.

Alert and inform public.

The general public will be notified of MAJOR emergencies by:

1. Emergency Broadcast System.
2. Weather alert radios.
3. Mobile public address systems, as appropriate.
4. House-to-house alert, by emergency personnel.
5. Cable Television Override.

Dissemination of Warning to Special Populations:

1. Hearing impaired, special care groups, persons in group quarters and non-English speaking groups are notified by the City/County Warning Point.
2. Hospitals and other special warning locations are notified by emergency personnel at the City/County Warning Point.
3. Public Schools are notified by the School Warning Net, either from the Emergency Operation Center or from the School Administration Headquarters.

Inform and mobilize key personnel and the Emergency Operation Center including:

**(Initial and put date and time upon completion)**

## General Notes

- Bring enough toiletries, medications, and extra clothing for 72 hours.
- Village Employees and Village Officials must wear ID badges.
- Central parking area should be established for people (non-residents) who want to enter area to help. We could supply transportation to affected area.
- If using outside assistance, brief them on Village procedures.
- Improvise.
- Be decisive. Remember that the local jurisdiction directs emergency operations with help from outside organizations.

## **Initial Date Time Upon Completion**

_____	_____	_____	Elected Officials (reference page 27)
_____	_____	_____	Village Manager and Assistant Village Manager for Public Works
_____	_____	_____	Emergency Management County Coordinator (reference pages 17-22)
_____	_____	_____	Fire Chief
_____	_____	_____	Public Utilities Director
_____	_____	_____	Electric Company, Telephone Company and Gas Company
_____	_____	_____	Public Safety
_____	_____	_____	Town Doctor
_____	_____	_____	Law Enforcement/Clemmons Sergeant (reference page 8)

**Initial Date Time Upon Completion**

\_\_\_\_\_ Acknowledge lead departmental agency. Public Works after life and health have been accounted for by the fire department. **First to arrive at the scene should remain in command until relieved by higher-ranking officer.**

\_\_\_\_\_ Notify state and federal agencies in conjunction with emergency management coordinator. (reference pages 17-25)

\_\_\_\_\_ Life and property time will be handled by Fire Station 14 on James Street. EOC will temporarily be there- Manager, Mayor, only.

\_\_\_\_\_ Carry out pre-assigned duties while waiting for further instructions from the command.

\_\_\_\_\_ Advise Emergency Operation Center of all initial actions taken. The Emergency Operations Center will be at Town Hall.

\_\_\_\_\_ Alert other personnel to remain on call.

\_\_\_\_\_ Advise utility companies on priorities for telephone, power, and water restoration. Top priorities would include Fire Department/Emergency Operation Center, Village Offices and evacuation sites.

Sergeant of Public Safety  
 Public schools  
 Health Department  
 Red Cross  
 Salvation Army  
 Building Inspectors

\_\_\_\_\_ Maintain a log of actions, including:  
 Resources used  
 Expenditures  
 Damage assessments  
 Actions taken

\_\_\_\_\_ Instruct personnel to obtain receipts and invoices for all purchases.

\_\_\_\_\_ Inform Village personnel family members of how to keep in touch with spouses.

\_\_\_\_\_ Keep elected officials informed.

\_\_\_\_\_ Designate a person responsible for updating Emergency Operation Center on conditions in field. (i.e. Assistant Village Manager).

\_\_\_\_\_ Designate one council member to stay updated and pass this information on to the rest of the council.

**Initial Date Time Upon Completion**

- |       |       |       |  |
|-------|-------|-------|--|
| _____ | _____ | _____ | Establish a public information center. (This center should be located in the Village Offices. All such calls should be forwarded to one person, e.g. Village Clerk.)                       |
| _____ | _____ | _____ | Keep list of people that call in and want to volunteer time and/or supplies. Designate one person for them to report to. (i.e. American Red Cross, coordinate this with applicable agency) |
| _____ | _____ | _____ | Designate a spokesperson and channel all information to the media through this person. (i.e. Village Manager, Village Attorney, or Mayor)  |
| _____ | _____ | _____ | Mobilize a liaison officer to coordinate activities with outside organizations.  |
| _____ | _____ | _____ | Mobilize a staging officer to allocate resources as needed.  |
| _____ | _____ | _____ | Mobilize a finance officer who documents all financial data.   |
| _____ | _____ | _____ | Feed and relieve crews as needed.  |
| _____ | _____ | _____ | Clear debris blocking access to major streets/routes.  |
| _____ | _____ | _____ | Set up criteria for qualifying vendors and workmen that want to go into closed off areas. (i.e. access permits)  |

# EMERGENCY OPERATION CENTER –ASSESSMENT, BACKGROUND, INFORMATION, AND SECONDARY STEPS

**Run concurrently with Immediate Response Checklist.**

Initial	Date	Time Upon Completion	
_____	_____	_____	Establish communications with field. Determine Lead Agency and individual in charge.
_____	_____	_____	Determine scope/size and status of emergency.
_____	_____	_____	Perimeters of disaster scene.
_____	_____	_____	Estimate the percentage of the Village affected.
_____	_____	_____	Routes of entrances and exits to scene.
_____	_____	_____	Block off emergency areas and establish perimeter control (barricades, yellow taping, diking, etc.).

Access damage, including:

_____	_____	_____	Injuries
_____	_____	_____	Deaths
_____	_____	_____	Property damage
_____	_____	_____	Blocked roadways and bridges
_____	_____	_____	Number of people without power
_____	_____	_____	Determine if imminent danger exists (downed power lines, gas leaks, etc.) and contact appropriate agencies.

Determine what critical facilities have been affected, e.g.:

_____	_____	_____	Hospitals
_____	_____	_____	Schools
_____	_____	_____	Fire station
_____	_____	_____	Sewer/Water facilities
_____	_____	_____	Emergency Operation Center
_____	_____	_____	Determine if a <b>State of Emergency</b> should be requested. Reference Ordinance 2003-07. Decide whether liquor stores should be temporarily closed.
_____	_____	_____	Evaluate what resources have already been committed and what municipal resources are still available.
_____	_____	_____	Determine chain of command, including:
			1. Field commander, field and logistics command, and over all operations, Director of Public Works.

2. Emergency Operation Center  
 NOTE: The command line of succession runs through the Mayor, Mayor Pro Tem, and members of the Village Council in order of length of service:

**Initial Date Time Upon Completion**

\_\_\_\_\_ Set up Emergency Operation Center located at Fire Department and/or Village Offices.

\_\_\_\_\_ After receiving initial reports from the field, start directing key personnel.

\_\_\_\_\_ Contact and alert other key personnel and agencies not originally contacted, including:

	<u>Office</u>	<u>Cell</u>
_____ Elected Officials	_____	_____
_____ Manager	_____	_____
_____ Assistant Manager	_____	_____
_____ Fire Chief	_____	_____
_____ Utilities Director	_____	_____
_____ Duke Power	_____	_____
_____ Bell South	_____	_____
_____ Piedmont Nat. Gas	_____	_____
_____ Public Safety	_____	_____
_____ Village Attorney	_____	_____
_____ Social Services	_____	_____
_____ Health Department	_____	_____
_____ Inspections Department	_____	_____
_____ Clemmons Sheriff Sergeant	_____	_____

**Phones and Radios:**

**Initial Date Time Upon Completion**

\_\_\_\_\_ Check phones at EOC Town Hall.  
 \_\_\_\_\_ Call Chuck Green at 631-2112. Put in # 701 after message. He will return call to cut on phones. Email: [chuck.greene@att.com](mailto:chuck.greene@att.com).

\_\_\_\_\_ Check radio communication system.

Distribute portable radios:

\_\_\_\_\_ Mayor  
 \_\_\_\_\_ Manager  
 \_\_\_\_\_ Director of Public Works

_____	_____	_____	EOC
_____	_____	_____	Field operation supervisors
_____	_____	_____	Mayor at Clemmons EOC
_____	_____	_____	Mayor Pro Tem at County EOC
_____	_____	_____	Council Members according to years of service

**General:**

**Initial Date Time Upon Completion**

_____	_____	_____	Ensure preservation of legal documents in accordance with applicable laws (OPR Manager and Clerk).
_____	_____	_____	Determine if County EOC is activated. Reference Forsyth County Emergency Operation Plan, Section III “Concept of Operations’ (page 5), IV – page 7, and V page 13 for guidance.
_____	_____	_____	Determine Forsyth County staffing assistance with Clemmons personnel and make notifications.
_____	_____	_____	No response to Emergency Site by anyone other than Staff. Elected officials only after approval by Mayor.

**Emergency Response/Law Enforcement/Clemmons Sergeant:**

_____	_____	_____	Supervisor to notify law enforcement communications and ranking supervisors.
_____	_____	_____	Any request made in need of law enforcement must be made through the Supervising Sergeant for Clemmons. Any requests for additional law enforcement from outside the Forsyth County Sheriff’s Department must be made through the Clemmons Sergeant. Any areas that are to be closed down due Mayor Decree for curfew and/or closure to protect the safety and welfare of the citizens will be handled through the Sergeant with the Clemmons Public Safety Group. In lieu of the Clemmons Sergeant not being available then the immediate Lieutenant Shift Supervisor shall be notified by the Assistant Village Manager. If the Lieutenant Shift Supervisor is not available then the next supervisor up the line will be notified. Any news releases or news briefings that will be held by the Village of Clemmons should be attended by the Supervising Law Enforcement Officer for the Village of Clemmons in order to answer questions. All disbursing of law enforcement personnel should be handled by the Supervising Sergeant. The Supervising Sergeant shall have a seat at the Command Center for EOC in the Village of Clemmons to be a part of every update that is given out by staff and/or to the media. Any changes to law enforcement response suggested by the Village of Clemmons Supervising Law Enforcement Officer must be funneled back through the Assistant Village Manager and from him to the Manager for consideration of implementation.

## SUPPORT SERVICE – EVACUATION, SHELTER, MAINTENANCE, AND ASSISTANCE

NOTE: See (Appendix D) for list of shelters available for the Clemmons area, as found in the Winston-Salem/Forsyth County Emergency Operations Plan for Multi-Hazards. Primary shelter facility in our area is West Forsyth High School. Emergency management has an agreement that any and/or all schools may be used if necessary in the event of a disaster.

**Initial Date    Time Upon Completion**

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Coordinate logistics of evacuation in conjunction with the American Red Cross, including:

- Transportation
- Shelters
- Register evacuees
- Inform evacuees
- Volunteer Labor

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Appoint a Village employee to coordinate the evacuation process and supervise the evacuation site to determine its needs. May be handled by the Fire Department, provide support as needed.

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Assign personnel to support the shelters' operations, i.e.: Feeding, clothing. Make available vehicle, equipment and radio maintenance.

High Risk Population

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Monitor effects of disaster on high-risk population, i.e.: Coordinate mitigation efforts as needed. Contact area assisted living quarters.

- Handicapped
- Elderly (nursing homes)
- Sick requiring life-support
- Young (nurseries and schools)

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Designate person to maintain a joint public information center, coordinated with the county, where citizens can get information about the disaster, relief, victims, ID passes, and other essential information. Brief people manning phones on what information is to be given out. Make sure these people have the latest updated information.

NOTE: Red Cross to organize and coordinate all volunteers, and to coordinate the collection, recording, and managing of all donations (encourage financial donations).

Red Cross number NW NC Chapter 724-0511

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Appoint a family liaison officer to let employees know how their families are. (i.e.- The person assisting the Public Works Director)

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Monitor emotional effects of disaster, and arrange for counseling services for employees and other responders as needed.

## **RESPONSE DUTIES: COMMAND**

### **A. ELECTED OFFICIALS**

#### **Initial Date**

- \_\_\_\_\_ \_\_\_\_\_ Serve as senior officials for the Village.
- \_\_\_\_\_ \_\_\_\_\_ Request assistance.
- \_\_\_\_\_ \_\_\_\_\_ Maintain contact with Village Emergency Operation Center
- \_\_\_\_\_ \_\_\_\_\_ Keep informed about situation.
- \_\_\_\_\_ \_\_\_\_\_ Inform citizens of what they need to do.
- \_\_\_\_\_ \_\_\_\_\_ Make emergency policy decisions concerning disaster operations.
- \_\_\_\_\_ \_\_\_\_\_ Request state and federal aid.
- \_\_\_\_\_ \_\_\_\_\_ Establish necessary contacts with surrounding jurisdictions.
- \_\_\_\_\_ \_\_\_\_\_ Procure resources quickly.
- \_\_\_\_\_ \_\_\_\_\_ Request state of emergency status, if necessary.
- \_\_\_\_\_ \_\_\_\_\_ Establish curfews when deemed necessary.
- \_\_\_\_\_ \_\_\_\_\_ Mayor and Manager should declare a state of emergency.
- \_\_\_\_\_ \_\_\_\_\_ Mutual Aid activation should be discussed with the Manager.

### **B. VILLAGE MANAGER**

#### **Initial Date**

- \_\_\_\_\_ \_\_\_\_\_ Evaluate incident and determine if the Emergency Operation Center should be activated.
- \_\_\_\_\_ \_\_\_\_\_ Establish emergency operating center.
- \_\_\_\_\_ \_\_\_\_\_ Serve as liaison between elected officials and operating group.
- \_\_\_\_\_ \_\_\_\_\_ Coordinate response and information with other town managers and county manager.
- \_\_\_\_\_ \_\_\_\_\_ Control rumors by keeping public informed.
- \_\_\_\_\_ \_\_\_\_\_ Ensure that emergency operations comply with local ordinances and state's general statutes.
- \_\_\_\_\_ \_\_\_\_\_ When necessary, recommend to elected officials that they declare a state of emergency. (See copy of Ordinance 2003-07 – Ordinance to Authorize the Declaration of a State of Emergency in document supplements)
- \_\_\_\_\_ \_\_\_\_\_ If disaster extends beyond village's boundaries; solicit a representative from the county.

### **C. ASSISTANT VILLAGE MANAGER**

#### **Initial Date**

- \_\_\_\_\_ \_\_\_\_\_ Work in cooperation with the Village Manager.
- \_\_\_\_\_ \_\_\_\_\_ Direct supervision of Village employees.
- \_\_\_\_\_ \_\_\_\_\_ Coordinate all city, town, DOT and other agencies responding to help.
- \_\_\_\_\_ \_\_\_\_\_ Work with Fire, Police, And State Law Enforcement.

**Initial Date**

- \_\_\_\_\_ \_\_\_\_\_ Handle all contractors brought in.
- \_\_\_\_\_ \_\_\_\_\_ Handle all Public Works assistance.
- \_\_\_\_\_ \_\_\_\_\_ Coordinate all public utilities.
- \_\_\_\_\_ \_\_\_\_\_ Ensure employee call-in procedure has been completed.
- \_\_\_\_\_ \_\_\_\_\_ Notify Town Doctor.

D. ATTORNEY

**Initial Date**

- \_\_\_\_\_ \_\_\_\_\_ Ensure proper legal procedures are followed.
- \_\_\_\_\_ \_\_\_\_\_ Provide legal guidance.
- \_\_\_\_\_ \_\_\_\_\_ Help coordinate news releases with media.
- \_\_\_\_\_ \_\_\_\_\_ Ensure that the media has access to information.
- \_\_\_\_\_ \_\_\_\_\_ Prepare and maintain a daily status report.

E. ADMINISTRATIVE ASSISTANT PUBLIC WORKS

**Initial Date**

- \_\_\_\_\_ \_\_\_\_\_ Northern Section Terry Severt
- \_\_\_\_\_ \_\_\_\_\_ Southern Section Keith Beck
- \_\_\_\_\_ \_\_\_\_\_ All Sections Robert Smith

F. TOWN DOCTOR

**Initial Date**

- \_\_\_\_\_ \_\_\_\_\_ Open Office
- \_\_\_\_\_ \_\_\_\_\_ Provide Medical Care for staff
- \_\_\_\_\_ \_\_\_\_\_ Answer and help with medical questions
- \_\_\_\_\_ \_\_\_\_\_ Help with prescriptions for staff and families

G. STAFF CHAPLAIN

**Initial Date**

- \_\_\_\_\_ \_\_\_\_\_ Check on all Staff and Family
- \_\_\_\_\_ \_\_\_\_\_ See what they need at the time of incident
- \_\_\_\_\_ \_\_\_\_\_ Explain how they can get in touch with their family on staff
- \_\_\_\_\_ \_\_\_\_\_ Confirm all are safe for family member
- \_\_\_\_\_ \_\_\_\_\_ Move them to a safe place if necessary
- \_\_\_\_\_ \_\_\_\_\_ Check on and provide food if necessary
- \_\_\_\_\_ \_\_\_\_\_ Check on medication
- \_\_\_\_\_ \_\_\_\_\_ Help with mental stress
- \_\_\_\_\_ \_\_\_\_\_ Get a hold of the Doctor if necessary
- \_\_\_\_\_ \_\_\_\_\_ Report all findings to the Assistant Village Manager

## **RESPONSE DUTIES: OPERATIONS**

### **A. PUBLIC SAFETY**

1. Reconnaissance
2. Crowd control.
3. Warn public.
4. Mobilize key personnel.
5. Secure key installations.
6. Dispatch police and other departments.
7. Locate perimeters of disaster scene.
8. Identify entrance and exit routes at scene.
9. Provide traffic control.
10. Assist in managing disaster scene.
11. Deploy department resources.
12. Assist spokesperson in informing the public.
13. Provide communications center for city.
14. Protect property during crisis relocation.
15. Control access to risk area.
16. Provide transportation to key personnel.
17. Assist with search and rescue operations.
18. Evacuate designated area.
19. Request further law enforcement resources.
20. Ensure equitable distribution of services.
21. Compile list of reported missing persons.

### **B. FIRE**

1. Fire suppression and control.
2. Hazardous material control and containment.
3. Reconnaissance of disaster scene.
4. Rescue
5. Identify hazardous materials.
6. Help evacuate.
7. Help assess initial damage.
8. Investigation of fire causes.
9. Assist in caring for injured.
10. Search area for casualties.
11. Survey for potential fire hazards.
12. Mobilize fire and rescue personnel.
13. Place off-duty personnel on standby. If extra personnel necessary, contact and line up necessary persons.
14. Assume field command in fire-related disasters.
15. Provide safety for Emergency Operation Center.
16. Support law enforcement and emergency medical operations.
17. Assist with dissemination of warnings/information.
18. Dispense water.
19. Designate staging areas for aid.

### C. PUBLIC UTILITIES

1. Assess damage to water, sewer, electrical, and gas systems.
2. Monitor water pressure.
3. Arrange for emergency water supply and/or rationing.
4. Provide emergency potable water and announce points of distribution.
5. Get help from utilities in neighboring towns.
6. Coordinate restoration of public utilities in the disaster area.
7. Act as liaison between Village and privately owned utility companies.
8. Respond to water and sewer complaints resulting from emergency.
9. Monitor and assess electric and gas systems.

### D. EMS/RESCUE

1. Coordinate medical monitoring station at incident site.
2. Provide medical attention to victims.
3. Extract and evacuate victims.
4. Assist in surveying the disaster area.
5. Carry out search and rescue efforts, paying close attention to the various needs of the disabled and high-risk citizens.
6. Maintain casualty-tracking system.
7. Transport victims to area facilities.
8. Coordinate activities with emergency operations center.
9. Evaluate health hazards.
10. Arrange for help from area rescue and ambulance.
11. Act as liaison with emergency personnel at hospital.
12. Help police department disseminate information.
13. Transport and store deceased through coordination with coroner.

## **RESPONSE DUTIES: SUPPORT/LOGISTICS**

### **A. PUBLIC WORKS**

1. Assess damage to roadways and bridges.
2. Clean up and remove debris. If necessary, establish temporary dumpsite, e.g. large vacant lot.
3. Restore bridges and major roads.
4. Barricade necessary areas.
5. Help deploy heavy equipment.
6. Inspect affected structures before allowing re-occupancy.
7. Contract for electrical, mechanical, plumbing, or other services.
8. Demolish or condemn unsafe structures.
9. Open roadways for emergency service units.
10. Create detour routes and post traffic directional signs.
11. Fuel emergency vehicles.
12. Drain flooded areas.
13. Maintain vehicles and equipment.
14. Provide emergency lighting.

### **B. SCHOOLS**

1. Assess initial damage to schools.
2. Provide shelter for evacuees.
3. Evacuate school population.
4. Provide manpower as needed.
5. Provide bus transportation for evacuations.

## **FINANCE**

### **A. FINANCE**

1. Maintain accurate records of all pertinent financial data.
2. Ensure preservation of legal documents in accordance with applicable laws.
3. Expedite necessary emergency purchases. Provide pre-positioned contracts to Public Works.
4. Supply emergency operation center.
5. Prepare requisite financial reports (Damage Survey Report, etc.)
6. If state and federal funding are not sufficient, recommend alternative forms of funding (fund transfers, bonds, tax anticipation notes, etc.)
7. Record overtime hours.
8. Institute logs to improve accuracy.
9. Provide information on insurance coverage.
10. Inform supporting agencies and contractors of reporting and record keeping requirements.
11. Establish a plan for purchasing emergency equipment after hours.
12. Finance officer in Finance Office.

## RECOVERY ACTIVITIES

Continue emergency protective measures.

Return vital life-support systems to minimum operating standards.

Secure a contractor for long term debris removal (debris mulch).

Provide means for permanent recovery:

Repair

Replacement

Restoration

(Compile prioritized list of necessary actions; assign primary agency or POC for each action item.)

Provide further information to public, re:

Trash/Debris pickups

Transportation services

Community action programs

Availability of counseling

Mail pickup and delivery

Power restoration

Medical emergencies

Water and food

In conjunction with the county, state and federal agencies, establish victim assistance center (provide phones, restrooms, adequate parking, tables, chairs, waiting area, etc). Such services should include:

Temporary housing

Repairs

Unemployment assistance

Agricultural assistance

Legal service

**Initial Date    Time Upon Completion**

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Complete and forward information and all required reports through the county to the State Emergency Management Division.

Do everything possible to mitigate the effects of the disaster.

**Initial Date    Time Upon Completion**

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    The Village Manager will conduct a debriefing and ensure that the mental and physical health of Village Employees are managed. Continue follow-up as needed.

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Debrief and demobilize the Emergency Operation Center.

\_\_\_\_\_    \_\_\_\_\_    \_\_\_\_\_    Return all borrowed or rented equipment and supplies.

- \_\_\_\_\_ Repair and replace all equipment and supplies.
- \_\_\_\_\_ Develop a campaign after the event to help improve the image and economic development opportunities of the city.
- \_\_\_\_\_ Review and revise Village disaster plan.
- \_\_\_\_\_ Provide Situation Reports for final documentation.

As applicable contact other federal agencies that offer public assistance. Such a list might include: Assign OPR: \_\_\_\_\_

<b>Federal Agency</b>	<b>Contact Person</b>	<b>Initial Date</b>	<b>Time</b>
FEMA			
Corp of Engineers			
Soil Conservation Services			
Federal HWY Administration			
Dept. of Education			
Small Business Administration			
Farmer's Home Administration			
Dept. of Housing and Urban Dev.			
Dept. of Transportation			

- Forsyth County Sheriff Communication Center      727-2112
- Forsyth County Fire Communication Center      727-8083

## **FLOODS**

- I. Local Lead Departmental Agency: Public Works  
Contact during office hours: 766-7511  
Contact after hours: 766-8594
  
- II. County Lead Departmental Agency: County Emergency Management Coordinator (Regional Land Quality Engineer)  
Contact during office hours: 661-6440  
Contact after hours: 727-8000
  
- III. State Lead Departmental Agency: NC Division of Land Resources (Environmental Health and Natural Resources) NC DENR  
Contact during office hours: 1-919-733-3833  
Dam Emergencies – 1-800-858-0368 - Sediment Emergencies – 1-866-786-7683
  
- IV. Federal Lead Departmental Agency: US Army Corps of Engineers  
Contact : Raleigh Field Office – 1-919-554-4884

Other Contacts and their Functions:

National Weather Service:

Raleigh - 1-919-515-8209 - Blacksburg, VA - 1-540-552-0084

Contact cities that have experienced floods:

Fayetteville

Equipment and Resources Often Used:

sand, sandbags, pumps, bulldozer, traffic signs

## **SEVERE STORMS**

- I. Local Lead Departmental Agency: Public Works  
Contact during office hours: 766-7511  
Contact after hours: 766-8594
  
- II. County Lead Departmental Agency: County Emergency Management Coordinator  
Contact during office hours: 661-6440  
Contact after hours: 727-8000
  
- III. State Lead Departmental Agency: NC Emergency Management/Crime & Public Safety  
Contact during office hours: (919) 733-3867  
Contact after hours: 1-800-858-0368 Operations Hotline - Hazmat

- IV. Federal Lead Department Agency: Federal Emergency Management Agency -FEMA  
Contact during office hours: 1-800-462-9029

**Other Contacts and Their Functions:**

National Weather Service:

Raleigh - 1-919-515-8209 - Blacksburg, VA - 1-540-552-0084

NC DENR - Division of Forest 1-919-733-2162

NC DENR - Division of Soil and Water Conservation: 1-919-733-2302

NC Division of Community Assistance: Post disaster: 1-919- 733-2850

NC Division of Environmental & Natural Resources Management: 1-919-733-7015

NC Division of Land Resources: 1-919- 733-3833

NC Division of Parks and Recreation: 1-919-733-4181

NC Wildlife Resources Commission: 1-919-707-0040 or 1-800-662-7137

Office of Coastal Management: Post disaster response/damage: 1-919-733-2293

**Contact Cities that have experienced severe storms:**

Mayodan	King
Clemmons	Kernersville
Winston-Salem	Mocksville
Greensboro	Rural Hall

**Equipment and Resources often used:**

Plywood, bulldozer, chain saws, brush chippers, generators

Anderson Chip & Pulp Co. – Lumber – Chipper – Mocksville 592-7157

J. S. Meyers Trucking – 463-5572 or 463-2916

Lakey Backhoe Service – 751-3476 or 941-7677

RCJ Construction (Randy Nelson) -336-345-6541

## **STRUCTURAL FIRES / EXPLOSIONS**

- I. Local Lead Departmental Agency: Fire Department  
Contact during office hours: 911 for Emergency  
Station #14 – 766-4114      Station #10 – 766-1000    Forsyth County – 727-2222  
Contact after hours: 911 for Emergency
  
- II. County Lead Departmental Agency: County Emergency Management Coordinator  
Contact during office hours: 661-6440  
Contact after hours: 727-8000
  
- III. State Lead Department Agency: NC Emergency Management  
Contact during office hours: 1-919-733-3867  
Contact after hours: 1-800-858-0368

Other Contacts: National Fire Academy – Emmitsburg, MD 1-301-447-1000

Contact Cities who have experienced fires/explosions:    Monroe and Hamlet

## **FOREST FIRES**

- I. Local Lead Departmental Agency: Fire Department  
Contact during office hours: 911 for Emergency  
Station #14 – 766-4114      Station #10 – 766-1000    Forsyth County – 727-2222  
Contact after hours: 911 for Emergency
  
- II. County Lead Departmental Agency: County Emergency Management  
Local Forest Ranger – State Agency: 1-800-858-0368  
Forest Resources on Fairchild: 767-7269  
Contact during office hours: 661-6440  
Contact after hours: 727-8000
  
- III. State Lead Departmental Agency: NC Emergency Management (Environmental Health and Natural Resources, Division of Forest Resources)  
Contact during office hours: 1-919-733-5291  
Contact after hours: 1-800-858-0368
  
- IV. Federal Lead Departmental Agency: US Forest Service: 1-800-832-1355

Other Contacts and their Functions:

NC Fish and Wildlife Commission (1-800-662-7137): Acts as contact for fires threatening to impact game lands.

Contact cities that have experienced forest fires:

Burke Co.  
Pender Co.  
Valdese

Equipment and Resources often used:

Fire fighting apparatus, traffic signs, airplane/helicopter

## HAZARDOUS SUBSTANCE SPILLS

Air Pollutants, Chemical, Explosive Devices, Oil Spills, Pesticides, Radioactive Contaminants, Waste Material, Water Pollutants, Fish Kills

- I. Local Lead Departmental Agency: Fire Department  
Contact during office hours: 911 for Emergency  
Station #14 – 766-4114      Station #10 – 766-1000      Forsyth County – 727-2222  
Contact after hours: 911 for Emergency
- II. County Lead Departmental Agency: County Emergency  
Management Coordinator (Regional Hazmat Team)  
Contact during office hours: 661-6440  
Contact after hours: 727-8000
- III. State Lead Departmental Agency: NC Emergency Management: 1-800-858-0368

Other Contacts and their Functions:

N.C. Association of Hazardous Materials Responders: 1-704-734-0555  
(Kings Mountain, NC)

Pesticides:

NC Dept. of Agriculture Pesticide  
Contact during office hours: 1-919-733-7125  
Pesticide Hotline: 1-800-858-7378

Radioactive Material:

NC Dept. of Radiation Protection Section  
Contact during office hours: (919) 571-4141  
Contact after hours: Emergency Management: 727-8000

Hazardous Waste Disposal:

NC Dept. of Health & Human Resources: 1-919-733-4534

NC Dept. of Environmental & Natural Resources: 1-919-715-4112

Explosives:

NC Dept. of Justice –SBI Hazardous Devices Unit

Contact 24-Hour Service: 1-919-662-4500

Military Explosives: 1-703-697-0218

Water Supply Contamination:

NC Division of Environmental Health Section

Contact during office hours: 1-919-733-2321

Contact after hours: 1-800-672-4527

EPA National Response Center

Contact 24-Hour Service: 1-800-424-8802

Forsyth Co. Environmental Affairs – 704-2440

Poisons:

National Poison Control Center - Contact 24-Hour Service: 1-800-672-1697

(National # diverts calls to closest local poison control center.)

Duke – 24 hr.:1-800-672-1697 Charlotte: 1-800-848-6946

Technical Chemical Information:

Chemtrec (Chemical Transportation Emergency Center)

Agrichemical Emergencies

Contact 24-Hour Service: 1-800-424-9300

CANUTEC (Canada)

Contact 24-Hour Service: 1-613-996-6666

US Army Chemical Response Team – Richmond, VA

Contact 24-Hour Service: 1-800-851-8061

American Chemical Society

Contact: 1-800-277-5558

Chemical Manufacturers Association - Emergency: 1-800-424-9300

Contact cities that have experienced hazardous spills:

Kinston

Equipment and Resources Often Used:

Rubber suit, gloves, boots, shovels, breathing apparatus, traffic signs, cones, pigs (absorb substance)

## **LAND SHIFTS**

- I. Local Lead Departmental Agency: Public Works Department  
Contact during office hours: 766-9170  
Contact after hours: 766-8594
- II. County Lead Departmental Agency: County Emergency Management Coordinator  
Contact during office hours: 661-6440  
Contact after hours: 727-8000
- III. State Lead Departmental Agency: NC Emergency Management: 1-800-858-0368
- IV. Federal Lead Departmental Agency: Federal Emergency Management Agency (FEMA)  
Contact during office hours: 1-800-462-9029

### Other Contacts and their Function:

National Earthquake Center, Denver, CO – 24 hrs: 1-303-273-8500

### Contact Cities that have experienced land shifts:

Boone

### Equipment and Resources Often Used:

dust masks, chain saws, flares, jackhammers, backhoes

## **TRANSPORTATION ACCIDENTS**

- I. Local Lead Departmental Agency: Police - 911  
Contact during office hours: 727-2112  
Contact after hours: 727-2112
- II. County Lead Departmental Agency: County Emergency Management Coordinator  
Contact during office hours: 661-6440  
Contact after hours: 727-8000
- III. State Lead Departmental Agency: NC Emergency Management: 1-800-858-0368

Other Contacts and their Functions:

US Corps of Engineers – Wilmington : 1-910-251-4626

Norfolk Southern Railroad Police – Emergencies: 1-800-453-2530

Bureau of Alcohol, Tobacco, Firearms & Explosives: 1-800-800-3855

Contact Cities that have experienced transportation accidents:

Kinston

## CONTACTS OFTEN RELIED UPON DURING EMERGENCIES

### STATE:

NC Department of Agriculture - Pesticide Board -----1-919-707-3000

NC Department of Health & Human Resources  
Environmental Health Section-----1-919-733-2870  
Radiation Protection Team-----1-919-571-4141  
Solid & Hazardous Waste (Hazmat)-----1-919-508-8400

NC Department of Justice, SBI  
Hazardous Devices Unit-----1-919-662-4500

NC Department of Transportation-Communciation-----1-919-733-2522

NC Division of Community Assistance-----1-919-733-2850

NC Division of Forest Resources-----1-919-733-2162

NC Division of Land Resources-----1-919-733-3833

NC Division of Marine Fisheries----- 1-252-726-7021 / 1-800-682-2632

NC Division of Parks and Recreation-----1-919-733-4181

NC Division of Soil and Water Conservation (NC DENR) -----1-919- 733-2302

NC Dept. of Environment Health & Natural Resources (NC DENR) -----1-919-733-2870  
Air Quality-----1-919-733-3340  
Ground Water-----1-800-855-0368  
Fuel Spills-----1-800-858-0368

NC Wildlife Resources Commission-----1-800-662-7137

NC Highway Patrol/State Warning Patrol  
Raleigh Communications Center-----1-800-662-7956

NC Poison Control Center  
Duke-----1-800-672-1697  
Charlotte-----1-800-848-6946

NC Emergency Response Team (Div. of Crime Control & Public Safety) ---1-919 733-3867

NC Department of Waste Management-----1-919-508-8400

**FEDERAL:**

Chemtrec-----1-800-424-9300  
Corp of Engineers----- (919) 343-4645  
Disease Control----- (404) 329-3535  
Federal Aviation Administration----- 1-800-662-7272  
Federal Communications Commission----- (202) 632-6975  
Federal Emergency Management Administration (FEMA) ----- 1-800-462-9029  
Fort Bragg----- (919) 396-8578  
National Disaster Resource Referral Service----- (703) 920-7176  
National Response Center (EPA) ----- 1-800-424-8802  
National Weather Service  
    Raleigh----- (919) 515-8205  
US Army Chemical Response Team----- (703) 521-2185  
US Coast Guard----- (202) 426-2675  
US Environmental Department----- (202) 382-4700

## PHONE NUMBERS OF EMPLOYEES

Gary Looper, Village Manager (H) 546-7355  
3781 Squirewood Dr. Mail: P.O. Box 267 (C) 336-782-6501  
Clemmons, NC 27012 Clemmons, NC 27012

Megan Ledbetter, Planner (H) 946-2501  
115 Ivywood Ct. (C) 336-608-9345  
Lewisville, NC 27023

Larry W. Kirby, Assistant Village Manager (H) 766-8594  
5900 Alani Ct. Mail: P.O. Box 810 (C) 336-782-6401  
Winston-Salem, NC 27103 Clemmons, NC 27012

Marsha Sucharski, Town Clerk (H) 766-6678  
6011 Greenhaven Dr. (C) 336-766-6678  
Winston-Salem, NC 27103

Ann Stroud, Finance Officer (H) 704-546-5498  
859 Garden Valley Rd., Statesville, NC 28625

### **Public Works Staff:**

Robert Smith (H) 731-3108 (C) 336-782-6504  
242 Georgie's Place, Lexington, NC 27295

Steven Gearren (H) 704-794-7804 (C) 336-391-3254  
6075 Bobbybrook Dr., Clemmons, NC 27012

Wanda Davidson (H) 766-6998 (C) 336-782-2345  
6805 Greenbrook Dr., Clemmons, NC 27012

Danny Atkins (H) 760-6361 (C) 336-782-6502  
3616 Fraternity Church Rd., Winston-Salem, NC 27127

Johnny Smith (H) 766-3157 (C) 336-682-5559  
345 Centenary Church Rd., Clemmons, NC 27012

### **Stormwater:**

Mike Gunnell, Stormwater Engineer (H) 336-468-4758  
3308 Sharlen Dr., Hamptonville, NC 27020 (C) 336-293-3839

\*\*\*Cell phone #'s are NOT to be given out to any other agencies.

*Updated 9/12/2012*

## **PHONE NUMBERS AND ADDRESSES OF MAYOR & COUNCIL MEMBERS**

<b>Mayor John Bost</b> 6600 Village Brook Trail Clemmons, NC 27012	(H) 778-1204 (O) 766-1911 (C) 336-407-2994
<b>Councilwoman Mary L. Cameron</b> 7927 Abelia Way Clemmons, NC 27012	(H) 766-6882 (C) 336-818-4712
<b>Councilman Norman Denny</b> 1319 Glenn Oaks Road Clemmons, NC 27012	(H) 766-5669 (W) (C) 399-5864
<b>Councilman Michael Gautreaux</b> 3215 Turnstone Court Clemmons, NC 27012	(H) 712-1472 (W) 716-5492 (C) 413-6014
<b>Councilman Nick Nelson</b> 110 Rustinburg Ct. Clemmons, NC 27012	(H) (C) 926-9722
<b>Councilman Mike Rogers</b> 110 Stanwell Ct. Clemmons, NC 27012	(H) 766-6120 (C) 748-0849

*Updated 7/17/2012*

**NOTE:**

**Supplemental  
Information  
to  
Emergency  
Management  
Plan**

## Appendix A

### Clemmons Emergency Management Policy Guidelines

1. Incidents or events occurring within Forsyth County will be handled in compliance with Presidential Directive No. 5 which requires adherence to the National Incident Management System. Accordingly, emergency response for Forsyth County and the Village of Clemmons will use features of the Incident Command System when responding to emergencies.
2. Each incident will have one, and only one, Incident Commander. The incident commander will normally be located at or near the incident and will have overall responsibility for incident actions.
3. When incidents occur primarily within the Clemmons jurisdictional limits, the Clemmons EOC will be formed in accordance with this Policy. Under these circumstances, the Incident Commander will normally be located at the incident scene. Accordingly, the Clemmons EOC will operate primarily in a support and administrative role to assist the incident commander with:
  1. Overall policy direction and,
  2. To provide the staffing functions needed to procure resources, supply comprehensive event documentation, and coordinate needs and actions with outside agencies.
4. Under the incident management system, the five Management Functions of ‘Command, Operations, Logistics, Planning, and Finance/Administration’ have responsibility for determining goals, objectives, tactics, and resource management needed to meet the policy directives of the elected board/EOC.
5. When appropriate, the incident commander should consider operating from the Clemmons EOC. This action should be coordinated and agreed to between the on-scene commander and EOC management personnel. When this occurs, the Clemmons EOC should become the Incident Command Post. Because the above listed management functions of logistics, planning, and finance/administration would normally be located at the EOC, the transfer of incident command post should be accomplished as soon as practical in order to collocate all ICS Management Functions.
6. Multi-jurisdictional or multi-agency responses will normally require either partial or full activation of the Forsyth County EOC. The purpose of the Forsyth County EOC is to provide those previously stated support and administrative functions to the incident commanders for multiple incidents occurring in multiple jurisdictions. As stated earlier, the incident commander retains responsibility and command for reacting to the incident, and the EOC provides overall policy direction and administrative staffing assistance to augment the primary ICS management functions.
7. In accordance with the principle of unity-of-command, when multiple incidents exist each incident will have only one incident commander. If conditions indicate a large-scale disaster, coordination must take place between individual jurisdictions and the county EOC to determine

the scope of operational control, i.e. will incidents require separate commanders or is one overall unified command more appropriate to the situation.

It is understood and clearly stated in the North Carolina Statewide Mutual Aid Agreement (October, 1997) that resources from a provider agency remain subject to recall by the provider, who will make a good faith effort to give 24 hours notice to the receiving jurisdiction.

8. Coordination between jurisdictions is of paramount importance due to its impact on the potential allocation of available resources. Lack of coordination may result in fewer resources being allocated for local purposes.

9. If the Clemmons EOC is activated and the County EOC is not activated, Clemmons should seek the staffing participation of either the Forsyth County Emergency Management Coordinator or the NC Department of Emergency Management.

10. When the Forsyth County EOC is activated, Clemmons is responsible for providing an executive level staff member to the County EOC.

11. When Clemmons EOC activation is likely to exceed one operational period (12 hours) attention should be given to second shift personnel needs.

12. Volunteers will be referred to the American Red Cross. Contact phone numbers will be provided at the time of the disaster.

# Village of Clemmons Emergency Operations Plan

Guideline regarding the use of:

## Incident Command System (ICS) & Emergency Operations Center (EOC)

### **Incident Command System:**

1. Utilizing the National Incident Management System (NIMS), the Village of Clemmons intends to employ the Incident Command System (ICS) in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand.
2. The IC is responsible for carrying out the ICS function of command – managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the IC and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
3. An IC using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.
4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency.

### **Emergency Operations Center:**

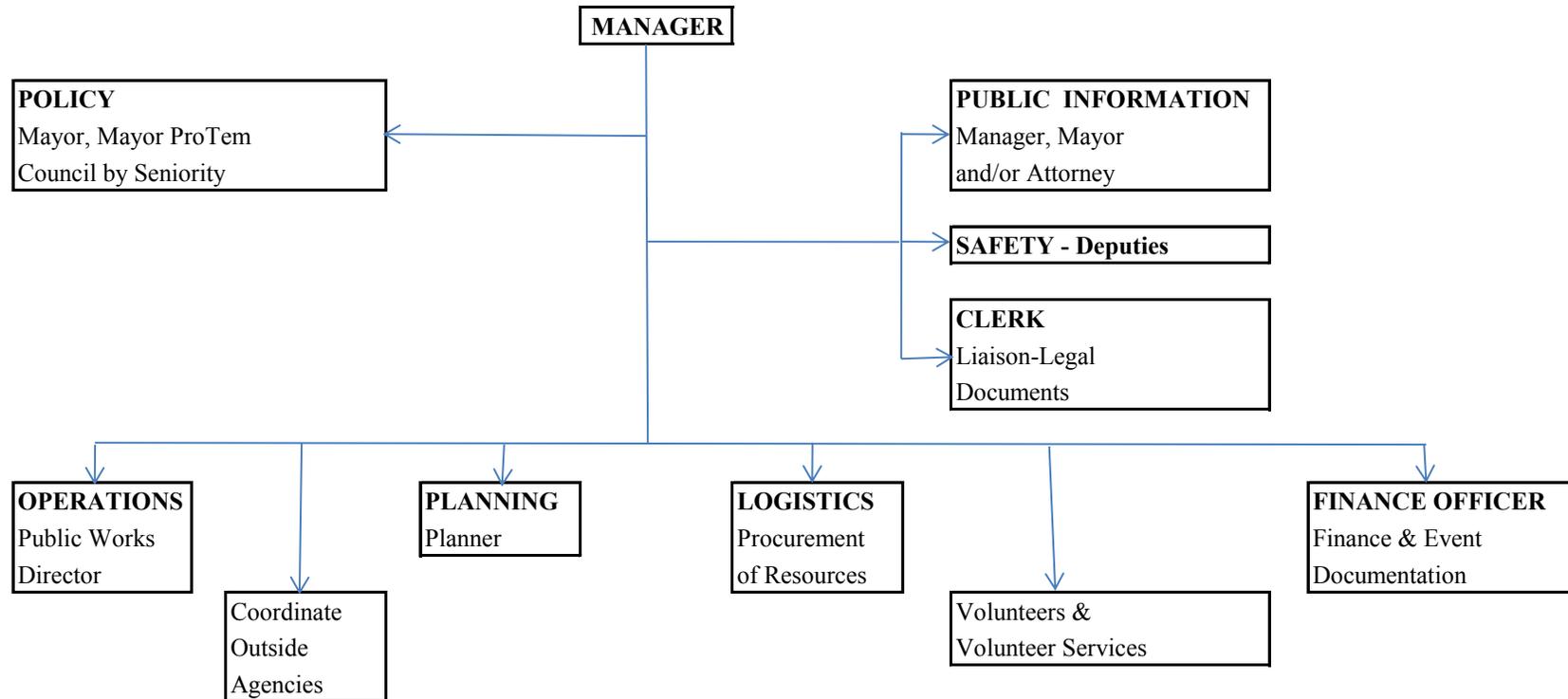
1. For major emergencies and disasters, the EOC will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the Incident Command Post (ICP) and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The IC is generally responsible for field operations, including:
  - a. Isolating the scene.
  - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.

- a. Warning the population in the area of the incident and providing emergency instructions to them.
  - b. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
  - c. Implementing traffic control arrangements in and around the incident scene.
  - d. Requesting additional resources from the EOC.
  - e. Tracking on-scene resources and cost.
1. The EOC is generally responsible for:
    - a. Providing resource support for the incident command operations.
    - b. Issuing community-wide warning.
    - c. Issuing instructions and providing information to the general public.
    - d. Organizing and implementing large-scale evacuations.
    - e. Organizing and implementing shelter and mass care arrangements for evacuees.
    - f. Coordinating traffic control for large-scale evacuation.
    - g. Requesting assistance from the State and other external sources.
    - h. Tracking resources and costs coordinated by the EOC.
  2. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, it is particularly important that the allocation of resources to specific field operations be coordinated through the EOC.

(This information adapted from Winston-Salem/Forsyth County, Emergency Operations Plan – Basic Plan June 2010)

# Clemmons Emergency Operations Center (EOC) Chart

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APPENDIX B

NORTH CAROLINA )

EMERGENCY MANAGEMENT

FORSYTH COUNTY )

MUTUAL AID AGREEMENT

THIS AGREEMENT, made this First day of July, 1995, by and among FORSYTH COUNTY, North Carolina, hereinafter referred to as the County, the CITY OF WINSTON-SALEM, hereinafter referred to as the City, the TOWN OF KERNERSVILLE, hereinafter referred to as Kernersville, the TOWN OF RURAL HALL, hereinafter referred to as Rural Hall, the TOWN OF WALKERTOWN, hereinafter referred to as Walkertown, the VILLAGE OF CLEMMONS, hereinafter referred to as Clemmons, the TOWN OF LEWISVILLE, hereinafter referred to as Lewisville, the VILLAGE OF TOBACCOVILLE, hereinafter referred to as Tobaccoville, the CITY OF KING, hereafter referred to as King, and the TOWN OF BETHANIA, hereafter referred to as Bethania and the CITY OF HIGH POINT, hereafter referred to as High Point.

WITNESSETH:

WHEREAS, it is apparent that under certain circumstances during a natural or man-caused disaster there might exist a need for aid and assistance beyond the capabilities of the individual units of government entering into this agreement; and

WHEREAS, the County, the City, Kernersville, Rural Hall, Walkertown, Clemmons, Lewisville, Tobaccoville, King, Bethania and High Point come within the scope of the Emergency Management mutual aid concept; and

WHEREAS, should any of the named units of government require the aid of the other, it is agreed that the duly authorized officer of the requesting jurisdiction should be authorized to make such request direct to the duly authorized officer of the jurisdiction capable of providing such aid, and that the Director of Emergency Management will notify the State Director of the North Carolina Division of Emergency Management, to the extent necessary;

NOW, THEREFORE, pursuant to NCGS 166A-10 and other applicable laws, the County, the City, Kernersville, Rural Hall, Walkertown, Clemmons, Lewisville, Tobaccoville, King, Bethania and High Point hereby respectively authorize their respective County, City, Town and Village Managers and such other officers of each responsible for the needed resources to provide emergency management aid and assistance and to use and make available resources to assist one another in natural or man-made disaster situations (as defined in Chapter 166A of the North Carolina General Statutes) where the need arises. The Winston-Salem/Forsyth County Office of Emergency Management, a joint agency of the County and the City, shall serve as a coordinating agency under this agreement; but it shall not be necessary for an officer of the participating jurisdictions to contact the Office of Emergency Management before invoking the terms of this agreement.

The aid and assistance which is the subject of this agreement shall include all available resources of the rendering unit which can provide relief and help to the receiving unit. The jurisdiction extending such aid may withhold resources to the extent necessary to provide reasonable and adequate protection for its community. The emergency management, firefighting, law enforcement, utility, health, or other personnel assigned to respond to a particular disaster situation will continue to operate under the command and control of their regular superiors, but the organizational units rendering the requested aid will come under the operational control of the authorities or officers which have been designated to direct response efforts of the jurisdiction receiving such assistance, unless otherwise specified.

Nothing in this agreement shall be construed as a contract to provide services in a non-disaster situation, and provided further that nothing in this agreement shall be construed as a waiver of the privileges and immunities available to the participating units provided by applicable law. The County, City, Kernersville, Rural Hall, Walkertown, Clemmons, Lewisville, Tobaccoville, King, Bethania and High Point agree that the jurisdiction receiving such aid will provide for the physical needs of those volunteers and personnel of the rendering jurisdiction, and will pay to the jurisdiction rendering assistance or aid those costs and expenses which said jurisdiction incurs under this agreement.

This agreement shall become effective upon approval by all of the participating governmental units, and shall continue in effect from year to year; provided any participant may withdraw from the agreement by giving at least 30 days prior written notice to the other governmental units. If that occurs, the agreement will continue for so long as there are at least two participants.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date set forth above.

FORSYTH COUNTY  
BOARD OF COMMISSIONERS

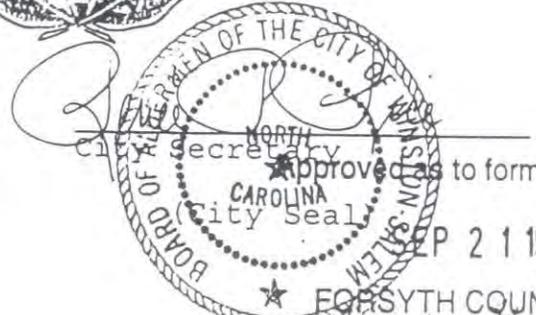
Peter Brunster  
Chairman



Charles Cole  
Clerk to the Board  
(County Seal)

CITY OF WINSTON-SALEM  
BOARD OF ALDERMEN

Martina S. Wood  
Mayor



[Signature]  
City Secretary

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 2

Approved as to form and legality  
SEP 21 1995  
FORSYTH COUNTY, N.C.

TOWN OF KERNERSVILLE

Thomas D. Jince  
Mayor

Attest:



Kernersville Secretary

TOWN OF RURAL HALL

Larry T. Williams  
Mayor

Attest:

Charles A. Spauld  
Rural Hall Secretary

(Town Seal)

TOWN OF WALKERTOWN

Jim Jones  
Mayor

Attest:

Susie Brooks  
Walkertown Secretary

(Town Seal)



VILLAGE OF CLEMMONS

Mike Aley  
Mayor

Attest:

Suzanne Vera  
Clemmons Secretary

(Village Seal)



TOWN OF LEWISVILLE

John C. Ball  
Mayor

Attest:

Karen C. Stal  
Lewisville Secretary

(Town Seal)



VILLAGE OF TOBACCOVILLE

Joyce E. Howard  
Mayor

Attest:

Robin  
Tobacconville Secretary

(Village Seal)

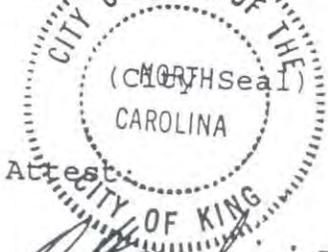


CITY OF KING

[Signature]  
Mayor

Attest:

[Signature]  
King Secretary



Attest:

[Signature]  
Bethania Commissioner

(Town Seal)

TOWN OF BETHANIA

[Signature]  
Mayor

CITY OF HIGH POINT

[Signature]  
Mayor

Attest:

[Signature]  
High Point Secretary

(City Seal)



Jan 26 98 adopted

APPENDIX C

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT  
MUTUAL AID AND ASSISTANCE AGREEMENT

Revision - October, 1997

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times; THEREFORE, pursuant to G S 166A-10(b), these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows

## Section I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, supplies, and other resources.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified the presumption will be that the successor to that position will be the authorized representative.)

"Disaster" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, resulting from any natural or man-made accidental, military, or paramilitary cause.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-7.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

## Section II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason

for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-14 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

### Section III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a disaster and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this mutual aid agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-8 and Article 36 A of Chapter 14 of the NC General Statutes, and a completed form describing its projected needs in light of the disaster. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. *METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE*: Recipient shall set forth requests by means of one of the two options described as follows:

(i) *REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY*: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) *REQUESTS MADE DIRECTLY TO PROVIDER*: Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) *RECORD OF REQUESTS TO BE PROVIDED:* A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Crime Control and Public Safety, in a timely manner.

B. *REQUIRED INFORMATION:* Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

1. *Stricken Area and Status:* A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date;

2. *Services:* Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;

3. *Infrastructure Systems:* Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;

4. *Aid and Assistance:* The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

*Provider's Traveling Employee Needs*—Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's personnel, including without limitation transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's personnel at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the disaster area, Recipient shall specify in its request for assistance that self-contained personnel are needed.

5. *Facilities:* The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

6. *Meeting Time and Place:* An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. *STATE AND FEDERAL ASSISTANCE:* Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

**Section IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by executing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

**Section V. SUPERVISION AND CONTROL**

Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

(1) have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

→ (2) maintain daily personnel time records, material records, and a log of equipment hours;

→ (3) shall report work progress to Recipient at mutually agreed upon intervals.

#### Section VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of its (Provider's) intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### Section VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. Provider shall submit reimbursement documentation to Recipient on the forms shown in Appendix B.

A. *Personnel*-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. *Equipment*-- Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. *Materials And Supplies*-- Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. *Record Keeping*-- Recipient and NC Division of Emergency Management personnel shall provide information, directions, and assistance for record keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the NC Division of Emergency Management using the format used or required by FEMA publications, including 44 C.F.R. part 13 and applicable Office of Management and Budget (OMB) Circulars.

E. *Payment; Other Miscellaneous Matters as to Reimbursements*-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

## **Section VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Pursuant to G.S. 166A-14, whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

**Section XVII. EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF CRIME CONTROL AND  
PUBLIC SAFETY

WITNESS:  
\_\_\_\_\_

BY: \_\_\_\_\_  
Richard H. Moore, Secretary  
Division of Emergency Management  
Date: \_\_\_\_\_

WITNESS:  
\_\_\_\_\_

BY: \_\_\_\_\_  
William A. Dudley, Deputy Secretary  
Department of Crime Control & Public Safety  
Date: \_\_\_\_\_

WITNESS:  
Suzanne V. Prince

BY: [Signature]  
Chief Executive Officer — Local Government Unit  
Printed Name & Title Mayor William C. McGee, Jr.  
Name of Unit: Village of Clemmons  
Date: 1/26/98

APPROVED AS TO PROCEDURES:  
BY: \_\_\_\_\_  
J. Michael Barham, Controller  
Department of Crime Control and Public Safety  
Date: \_\_\_\_\_

N.C. STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

List of Authorized Representatives to Contact for Emergency Assistance

Name of Unit: VILLAGE OF CLEMMONS PUBLIC WORKS

& Mailing Address: P.O. BOX 1710  
CLEMMONS, NC 27012

Date: 9-11-97

**I. PRIMARY REPRESENTATIVE:**

Name: LARRY WAYNE KIRBY

Title: DEPARTMENT OF PUBLIC WORKS

Day Phone: ( 910 ) 766-9170 Night Phone: ( 910 ) 766-8594

Fax #: ( 910 ) 712-4040 Pager #: ( 910 ) 717-1060

**II. FIRST ALTERNATIVE REPRESENTATIVE:**

Name: ALFRED DILLON

Title: MANAGER

Day Phone: ( 910 ) 766-7511 Night Phone: ( 910 ) 766-9783

Fax #: ( 910 ) 766-7536 Pager #: ( 910 ) 712-7029

**III. SECOND ALTERNATIVE REPRESENTATIVE:**

Name: LARRY DIXON

Title: STREET SUPERVISOR

Day Phone: ( 910 ) 766-9170 Night Phone: ( 910 ) 463-5604

Fax #: ( 910 ) 712-4040 Pager #: ( 910 ) 717-1970

7. *Community Watch Meeting for Clemmons West.* Manager Dillon advised that this group met January 13.
8. *Index List for Ordinances, Resolutions, Policies.* Presented.
9. *Mutual Aid Agreement.* Councilman Brewer moved to approve the Mutual Aid Agreement as presented (incorporated by reference as Exhibit F). The motion was seconded by Councilman Faircloth and unanimously approved.
10. *Codification of Ordinances.* Cost estimates and time frames from American Legal Publishing and the Village Attorney will be presented to Council at a future meeting.

Other Items.

1. *Christmas Decorations.* This item will to be discussed at the February 9, 1998 Council meeting.
2. *Personnel Evaluation for Manager.* Council will have a closed session to evaluate the Manger at the February 9, 1998 meeting.
3. *Inspections and Civil Court.* Councilman Brewer moved to authorize the City/County Inspections Department to prosecute civil penalty actions and/or civil processes that are in zoning violation of the ordinance. The motion was seconded by Councilman Faircloth and unanimously approved.
4. *Adult Establishments.* Attorney Kasper will bring a recommendation back to Council concerning the regulation of adult establishments.
5. *Swearing-In on Zoning Matters.* The Attorney will work with the Manager and Mayor to develop a system for swearing-in on zoning matters when required by law.

Red Cross Shelter Facilities

**Appendix D**  
Contact Information

Facility Name	POC	Phone # 1	Phone # 2	Alternate POC	Phone # 1	Phone # 2
Carter Vocational HS	Donna Horton	399-1733		Shawn Hall	817-1129	
Carver HS	Daniel Piggott	725-9611	727-2987	Brad Craddock	727-2987	
East Forsyth HS	Wesley Clowers	782-5514		Rick Johnson	995-7757	
Glenn HS	Brad Craddoc	771-4500		Carl Smith	624-8468	
Mineral Springs MS		661-4877	661-4870		661-4877	
Mt. Tabor HS		774-4600				
North Forsyth HS	David Burleson	345-7966		David Atkins	399-1664	
Northwest Middle School	Sharon Richardson	591-3271	345-7973	Jesse Brown	377-3659	782-1309
Parkland HS	Harold Smith	722-2828	661-1012	Randy Dozier	788-0323	577-8458
Philo MS	Valerie Williams	771-4570	345-7986	Leray Barkley	771-4570	
Reagan High School	David	464-5400	391-8689	Carolyn Miller	464-5397	
Reynolds HS Aux. Gym	Tony Mills	727-2061	240-5635	David Small	727-2061	240-7764
Walkertown MS	Piper Hendrix	595-2161	996-3879	Lawrence Wiggins	595-2161	624-6840
West Forsyth HS	**Charles McAninch	712-4400	345-7983	**Jim Coghill	766-8450	
W-S Preparatory Academy	Sterling Garris	727-2781		Mary Ranson	727-2781	
Christ Wesleyan Church	Joey Jennings	788-4080	254-9067	Karen Ellist	788-8813	769-3733
First Prebyterian of Kernersville	Kerry Kerr	992-2303	749-3736	Clark Vincent	993-7958	817-2751
Forest Hill Volunteer FD	Mike James	661-1441		Tommy Throckmorton	744-5674x222	
Kernersville Seventh Day Adventist	Don Williams	996-1816	817-1341	Margaret Wilburn	996-3777	996-2512
Maple Springs UMC	Terry Matthews	766-0704	391-1610			
Pinedale Christian Church	Bill McKenzie	788-7600	764-3831	Bob McCaskill	788-7600	764-9788
Dixie Classic Fairgrounds						
NC National Guard Armory						

\*\* updated 12-11-12

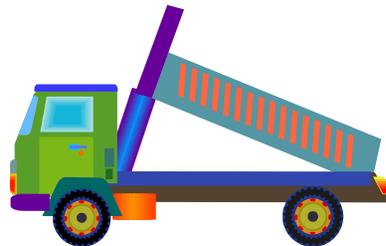
# Northwest Piedmont Safety Partnership



# RESOURCE GUIDE



FEBRUARY 2011



**Northwest Piedmont Safety Partnership**

# **RESOURCE GUIDE**

**as of**

**February 2011**

## Northwest Piedmont Safety Partnership Resource Guide

### Clemmons, Village of

web site: [www.clemmons.org](http://www.clemmons.org)

Mail: P.O. Box 1710, Clemmons, NC 27012

Physical Address:

Town Hall  
3715 Clemmons Rd.  
Clemmons, NC 27012  
336-766-7511

Public Works  
3800 Dillon Industrial Dr.  
Clemmons, NC 27012  
336-766-9170

#### Authorizing Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Gary Looper	Village Manager	766-7511	766-7536	782-6501			546-7355	<a href="mailto:villagemanager@clemmons.org">villagemanager@clemmons.org</a>
Larry Kirby	Dir. Public Works	766-9170	712-4040	782-6401			766-8594	<a href="mailto:lkirby@clemmons.org">lkirby@clemmons.org</a>
Marsha Sucharski	Village Clerk	766-7511	766-7536	782-6506			766-6678	<a href="mailto:clerk@clemmons.org">clerk@clemmons.org</a>
Wanda Davidson	PW Admin. Asst.	766-9170	712-4040	782-2356			766-6969	<a href="mailto:wdaavidson@clemmons.org">wdaavidson@clemmons.org</a>

#### Available Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Robert Smith	Crew Leader	766-9170	712-4040	782-6504				
<b>2-additional Staff members</b>								
Greg Wagoner	Crew Leader	766-9170		782-6505				<a href="mailto:gwagoner@clemmons.org">gwagoner@clemmons.org</a>
<b>3-additional Staff members</b>								
Keith Beck	Landscaping / Arborist	766-9170		251-3125				<a href="mailto:kbeck@clemmons.org">kbeck@clemmons.org</a>
<b>1-additional Staff member</b>								
Mike Gunnell	Engineer	766-9170		293-3839				<a href="mailto:mgunnell@clemmon.org">mgunnell@clemmon.org</a>
<b>2-additional Staff members</b>								
Steve Gearren		766-9170		293-3254				<a href="mailto:sgearren@clemmons.org">sgearren@clemmons.org</a>

**continued next page**



## Northwest Piedmont Safety Partnership Resource Guide

### Clemmons, Village of

#### Equipment List:

Tub Grinder	Generator/Welder on Trailer	Full Fleet of Pick Up Trucks
Truck Tractor	3930 Ford Tractor	Assortment of Chain Saws
2 Ton Flat Bed Dump	2 - New Holland Tractors	Gas Trimmer
2-Knuckle Boom Trucks	215S JCB Backhoe	Arrow Board
Paving Machine	2-Asphalt Rollers	524k John Deere Loader
1 Ton Dump Truck	Trailer Knuckleboom	
3/4 Ton Dump Truck	Street Sweeper	
2- Single Axel Dump Trucks	Bucket Truck	
Tandem Dump Truck	4- Leaf Vacs	
20 Ton Low Boy Trailer	7- Snow Plows	
9 Ton Low Boy Trailer	2 - Salt Spreaders	
5 Ton Low Boy Trailer		

## Northwest Piedmont Safety Partnership Resource Guide

### Walnut Cove, Town of

web site: [www.townofwalnutcove.org](http://www.townofwalnutcove.org)

Mail: P. O. Box 130, Walnut Cove, NC 27052

Physical Address: Town Hall Public Works

#### Authorizing Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Homer T. Dearmin	Town Manager							<a href="mailto:townmanagerwc@embarqmail.com">townmanagerwc@embarqmail.com</a>
Kevin Webb	Public Works							<a href="mailto:walnutcovepublicworks@embarqmail.com">walnutcovepublicworks@embarqmail.com</a>

#### Available Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
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## **Northwest Piedmont Safety Partnership Resource Guide**

### **Walnut Cove, Town of**

#### **Equipment List:**

## Northwest Piedmont Safety Partnership Resource Guide

### Bermuda Run, Town of

web site: [townofbr.com](http://townofbr.com)

Mail: Same as physical address

Physical Address: Town of Bermuda Run  
120 Kinderton Blvd.  
Suite 100  
Bermuda Run, NC 27006  
336-998-0906

#### Authorizing Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Lee Rollins	Town Manager / Town Clerk	998-0906	998-7209	940-8336			751-4474	<a href="mailto:lrollins@townofbr.com">lrollins@townofbr.com</a>

#### Available Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Kaye Eisenbraun	Financial Admin.	998-0906	998-7209					<a href="mailto:keisenbraun@townofbr.com">keisenbraun@townofbr.com</a>
Cindy Griffith	Office Admin.	998-0906	998-7209					<a href="mailto:cgriffith@townofbr.com">cgriffith@townofbr.com</a>

#### Equipment List:

N/ A

## Northwest Piedmont Safety Partnership Resource Guide

### Kernersville, Town of

web site: [www.toknc.com](http://www.toknc.com)

Mail: P. O. Box 728, Kernersville, NC 27285-0728

Physical Address:	Town Hall 134 E. Mountain St. Kernersville, NC 27285 336-996-3121	Public Services 720 McKaughan St. Kernersville, NC 27284 336-996-6916
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#### Authorizing Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Home</u>	<u>Email</u>
1. Curtis Swisher	Town Manager	992-0305	996-4822				<a href="mailto:cswisher@toknc.com">cswisher@toknc.com</a>
2. *Doran Maltba	PS Director	992-0104	996-4059	345-1547		794-1805	<a href="mailto:dmaltba@toknc.com">dmaltba@toknc.com</a>
3. *Dale Metzinger (*in succession)	Street Superint.	996-5385	996-4059	399-1839		869-6902	<a href="mailto:dmetzinger@toknc.com">dmetzinger@toknc.com</a>

#### Available Personnel: (alphabetical order) (Note: All CMI, II, III and Crew Leaders have CDL)

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Cell</u>	
1. Michael Allocco	Const. Maint.	996-6916	455-3778	
2. Craig Barringer	Const. Maint.	996-6916	408-4842	
3. Jamie Beard	Const. Mech. II	996-6916	259-6731	Equipment Operator
4. Brandon Bowman	Const. Mech. II	996-6916	552-4984	Equipment Operator
5. Russell Bowman	Crew Leader	996-6916	399-4313	Equipment Operator
6. Mark Brown	Const. Mech. I	996-6916	407-9812	Equipment Operator
7. Chris Decoskey	Crew Leader	996-6916	399-3509	Equipment Operator
8. Tim Goins	Crew Leader	996-6916	399-4077	Equipment Operator

continued next page



**Northwest Piedmont Safety Partnership Resource Guide**  
**Kernersville, Town of**

9. Flex Goolsby Jr	Const. Maint.	996-6916	414-8788	Equipment Operator
10. Carson Gosey	Const. Mech. I	996-6916	391-7659	Equipment Operator
11. Michael Hamlin	Const. Mech. III	996-6916	996-1339	Equipment Operator
12. William McBride	Const. Mech. II	996-6916	971-7215	Equipment Operator
13. Russell Quesenberry	Const. Mech. II	996-6916	244-8308	Equipment Operator
14. M. Joel Shields	Const. Mech. I	996-6916	793-7967	Equipment Operator
15. Aaron Turner	Const. Mech. I	996-6916	978-9254	Equipment Operator
16. Chris Wilson	Const. Mech. I	996-6916	906-9847	Equipment Operator

**Other Personnel:**

- 17. Three Engineers
- 18. Two Project Managers
- 19. GIS Administrator/Analyst
- 20. One Chief Inspector, Three Civil Inspectors and One Surveyor
- 21. Twenty-Two Solid Waste Workers and Supervisors.

**Equipment List:**

(All listed equipment is available for loan.)

1974 John Deere Motor Grader	1993 Ford F-350 Truck w/Utility Body	2008 John Deer Backhoe
1971 John Deer Tractor w/Broom	1997 Isuzu 1 1/2 Ton Truck Utility Van Body	1982 John Deere Tractor w/Sickle Bar & Bush Hog
1999 Ford 3930 Tractor w/Bush Hog & Sickle Bar	1994 John Deere 710D 4 WD TLB	1988 Ford 5610 Tractor w/Bush Hog & Articulated Side Arm Bush Hog
1997 Ford F-450 HD 2 yd Dump Truck w/ Plow & Spreader	2006 Cat Loader Rubber Tire	1992 Ford 3230 Tractor w/Flail Mower
	2007 Cat/John Deer Track Loader	1994 Ford 390 Tractor w/Bush Hog
	1997 Ford Louisville Tandem Dump Truck w/Snow Plow & 3000 gal. Liquid Spreader	

continued next page



## **Northwest Piedmont Safety Partnership Resource Guide** **Kernersville, Town of**

### **Equipment List Continued -**

Three (3) Bobcats with: Milling machine, Bobcat Sweeper, Forks, 3 Buckets, Yard Rake  
1999 Chevy 3500 HD 2 yd Dump w/ Plow & Spreader  
1999 Chevy 33,000 GVW Dump Truck w/ Snow Plow & Spreader

10 Chain Saws w/ Chaps & Helmet Sets  
2 Pole Saws  
2 Blowers

Various Equipment Trailers (small to 20 Ton)

3 pt Hitch Implements for Tractors: Yard Tool Tandem Cut-Away Disc Harrow Straight Blade Curb Cutter Seed Spreader  
Post Hole Auger Stone/Root Rake

### **Equipment List:**

(Only available for loan with Operator.)

2003 Tymco 600 Street Sweeper  
2008 Elgin Street Sweeper

Solid Waste Equipment:

3 Rear Loader Solid Waste Packer Trucks  
5 Front Loader Solid Waste Packer Trucks  
1988 Chevy 14' Dump Truck 26,000 GVW w/ Snow Plow  
1999 Chevy 34,000 GVW w/ 18' Dump Bed w/ 20' Articulating Grapple Brush Loader

## Northwest Piedmont Safety Partnership Resource Guide

### King, City of

web site: [www.ci.king.nc.us](http://www.ci.king.nc.us)

Mail: P.O. Box 1132, King, NC 27021  
Public Works - P.O. Box 1132 and at 105 Bob Rierson St., King, NC 27021

Physical Address:	City Hall 229 South Main St. King, NC 27021 336-983-8265 Fax - 983-4675	Public Works 105 Bob Rierson St. King, NC 27021 336-983-4832 Fax - 983-0800
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#### Authorizing Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Paula May	Police Chief	983-0886		414-2191				<a href="mailto:pmay@ci.king.nc.us">pmay@ci.king.nc.us</a>
Ricky Lewis	Public Works Supr.	983-4832		403-5854				<a href="mailto:rlewis@ci.king.nc.us">rlewis@ci.king.nc.us</a>
Scott Barrow	City Engineer	983-4832		403-7881				<a href="mailto:sbarrow@ci.king.nc.us">sbarrow@ci.king.nc.us</a>
John Cater	City Manager	983-8265		403-7880				<a href="mailto:kingcitymanager@ci.king.nc.us">kingcitymanager@ci.king.nc.us</a>
Gina Calloway	Secretary PU & PW	983-4832		403-7886				<a href="mailto:gcalloway@ci.king.nc.us">gcalloway@ci.king.nc.us</a>

#### Available Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Robert Pettitt	Pub.Utilities Supr.	983-4832		403-7884				<a href="mailto:rpettitt@ci.king.nc.us">rpettitt@ci.king.nc.us</a>
Susan O'Brien	Finance/Personnel	983-0236						<a href="mailto:sobrien@ci.king.nc.us">sobrien@ci.king.nc.us</a>
Eddie Willard	Water Plant Supr.	924-8363		403-7814				<a href="mailto:ewillard@ci.king.nc.us">ewillard@ci.king.nc.us</a>

Equipment List: next page

continued next page



## Northwest Piedmont Safety Partnership Resource Guide

### King, City of

#### Equipment List:

Snow Plows	Intern. Truck w/ Leaf Trailer & Hyd. Boom Ar.	Lg. Gas Water (Trash) Pump
Chain Saws	Water Jet Trailer	Small Gas Water (Trash) Pump
Portable Lights	Hydraulic Tools	Pipe/Cement Saws
Chevy Dump Truck (single axle)	45 kw Generator (Trailer Mounted Mobil Command)	Mowers
Ford Flatbed Truck (single axle)	Salt/Sand Spreaders	Tag-a-Long Trailers
Small Boring Machine	Post Driver / Post Puller	John Deere Backhoe
Hydraulic Hammer/Breaker	JCB 4 WD Backhoe w/ 4 in 1 Bucket	John Deere 410 Backhoe
Ford Dump Truck (single axle)		
John Deere 5520 4 WD w/ Front Mount Snow Blade		

## Northwest Piedmont Safety Partnership Resource Guide

### Lewisville, Town of

web site: [www.lewisvillenc.net](http://www.lewisvillenc.net)

Mail: P. O. Box 547, Lewisville, NC 27023

Physical Address: Town Hall and Maintenance  
6550 Shallowford Rd.  
Lewisville, NC 27023  
336-945-5558

#### Authorizing Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Cecil Wood	Town Manager	945-5558	945-5531	399-7371			945-5640	<a href="mailto:townmanager@lewisvillenc.net">townmanager@lewisvillenc.net</a>

#### Available Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
George Hauser	Public Works Dir.	945-5558	945-5531	399-7373		150*16761*2	306-9960	<a href="mailto:publicworks@lewisvillenc.net">publicworks@lewisvillenc.net</a>
Joyce Walker	Town Clerk	945-5558	945-5531	399-7376			760-8613	
Kathy Bruce	Deputy Finance	945-5558	945-5531	462-0109			712-0645	
David Matthews	Maint. Tech	945-5558	945-5531	399-7377		150*16761*3	961-7210	<a href="mailto:maintenancetech@lewisvillenc.net">maintenancetech@lewisvillenc.net</a>
Chester Patterson	Stormwater Coord.	945-5558	945-5531	399-7372		150*16761*4		<a href="mailto:cpatterson@lewisvillenc.net">cpatterson@lewisvillenc.net</a>

#### Equipment List:

Ford F-150 Lt. T, 4x4 reg. Cab, long bed	2- Chain Saws	Chop Saw	Hydraulic Post Puller
Mercury Mountaineer	Power Washer	Pole Saw	DR Brush Mower
Compressor	Gas Powered Jack Hammer	Leaf Blower	Push Vac
Welder/Generator	Receiver Mounted Lift	Cutting Torch	

## Northwest Piedmont Safety Partnership Resource Guide

### Rural Hall, Town of

web site: [www.ruralhall.com](http://www.ruralhall.com)

Mail: P.O. Box 549, Rural Hall, NC 27045

Physical Address:	Town Hall 423 Bethania-Rural Hall Rd. Rural Hall, NC 27045 336-969-6856	Public Works 155 Bethania St. Rural Hall, NC 27045 969-6856	Fire Dept. 177 Hwy 65 E Rural Hall, NC 27045 969-9368
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#### Authorizing Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Frank James	Town Manager	969-6856	969-9081	399-9338			969-6998	<a href="mailto:frankjames@ruralhall.com">frankjames@ruralhall.com</a>
Steve Wall	Pub. Works Supr.	969-6856	969-9081	399-9749			969-9351	<a href="mailto:ruralhallpw@gmail.com">ruralhallpw@gmail.com</a>
Chris Southern	Public Works	969-6856	969-9081	399-9753	806-1302		969-6414	
Eddie Horn	Fire Chief	969-9171	969-9368	399-9748				<a href="mailto:chief523@ruralhallfire.net">chief523@ruralhallfire.net</a>
Dora Moore	Town Clerk	969-6856	969-9081	978-7488			969-2329	<a href="mailto:townclerk@ruralhall.com">townclerk@ruralhall.com</a>

#### Available Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Jason Hill	Public Works	969-6856	969-9081	416-9630	806-0523		969-9937	
Donnie White	Public Works	969-6856	969-9081	399-9754	806-1303			

#### Equipment List:

1985 Fore Limb Grapple	2008 257 B CAT Skin Steer
1997 Ford S/A Box Dump	1999 ODB Leaf Machine
1998 Chevy S/A Flat Dump	85 KW Diesel Portable Generator
1982 International Bucket Truck 55'	1993 Chevy Brush Truck
2007 International SA Tractor/Truck	2001 Rubber tire Loader IT 14 CAT

continued next page



## Northwest Piedmont Safety Partnership Resource Guide

### Rural Hall, Town of

#### Equipment List - continued

Swepson Salt Spreader for Dump Truck  
1982 Spartan/Grumman Pumper  
1988 GMC/Grumman Pumper-Tanker  
1992 JCB 4x4 Backhoe  
1995 Seagrave Pumper-Tanker  
1980 GMC Rescue Truck  
2011 Aerial Fire Truck

Chain Saws (4)  
General Office Equipment

## Northwest Piedmont Safety Partnership Resource Guide

### Tobaccoville, Village of

web site: [www.tobaccoville.nc.org](http://www.tobaccoville.nc.org)

Mail: P.O. Box 332, Tobaccoville, NC 27050

Physical Address: Village Hall & Public Works  
4260 Tobaccoville Road  
Tobaccoville, NC 27050  
336-983-0029

#### Authorizing Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
1. *Dan Corder	Village Manager	983-0029	983-4334	345-8272		150*16761*10	994-1006	<a href="mailto:administrator@tobaccovillenc.org">administrator@tobaccovillenc.org</a>
2. *Dale Hauser	Public Works	983-0029	983-4334	345-4697		150*16761*11	983-0648	<a href="mailto:drh1407@windstream.net">drh1407@windstream.net</a>
3. *Robin Key	Village Clerk	983-0029	983-4334	345-7264		150*16761*12	924-4898	<a href="mailto:clerk@tobaccovillenc.org">clerk@tobaccovillenc.org</a>

(\* in succession)

#### Available Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
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#### Equipment List:

Box Scrape	Scrape Blade	Easy Vac Leaf Collection System (PTO driven)
Ford 3/4 Ton P/U	Gas Powered Trimmer	Back Pack Blower - Hand Held Blower
Water Tank (300 gal.)	3 pt. Hook-Up Posthole Digger (PTO driven)	Water Pump
Chain Saw	6 X 12 Trailer	John Deere Tractor (Model 855) w/Front Loader
Stihl Pole Saw		Gravely 60" Zero Turn Mower

## Northwest Piedmont Safety Partnership Resource Guide

### Walkertown, Town of

web site: [www.townofwalkertown.com](http://www.townofwalkertown.com)

Mail: P. O. Box 39 Walkertown, NC 27051

Physical Address: Town Hall and Maintenance  
5177 Main Street  
Walkertown NC 27051  
336-595-4212  
336-595-6183

#### Authorizing Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Lynn McKinnie	Town Clerk	595-4212	595-6183	462-1208		150*25*21755	462-1208	<a href="mailto:lynnmc@triad.rr.com">lynnmc@triad.rr.com</a>
Scott Snow	Town Manager	595-4212	595-6183					
Tom Lane	Maintenance	595-4212	595-6183					

#### Available Personnel:

<u>Name</u>	<u>Title</u>	<u>Office</u>	<u>Fax</u>	<u>Cell</u>	<u>Pager</u>	<u>Nextel</u>	<u>Home</u>	<u>Email</u>
Lynn McKinnie	Town Clerk	595-4212	595-6183	462-1208		150*25*21755	462-1208	<a href="mailto:lynnmc@triad.rr.com">lynnmc@triad.rr.com</a>
Tom Lane	Maintenance	595-4212	595-6183					

continued next page



## Northwest Piedmont Safety Partnership Resource Guide

### Walkertown, Town of

#### Equipment List:

2000 Chevy Truck with Snow shovel  
John Deere Mower

1991 Case Tractor  
2000 Chevy Service Truck

110-Volt Generator

APPENDIX F

Ordinance Number 2003-07

ORDINANCE  
TO AUTHORIZE THE DECLARATION OF A  
STATE OF EMERGENCY

WHEREAS, NCGS 166A-8 authorizes the declaration of a local state of emergency for any disaster as defined in G.S. 166A-4, and G.S. 14-288.12 empowers the governing body of municipalities to enact ordinances to permit the imposition of certain prohibitions and restrictions during a state of emergency;

WHEREAS, the governing body may delegate to the mayor the authority for such declaration and also to impose those prescribed and authorized prohibitions and restrictions appropriate at a particular time;

WHEREAS, the Clemmons Council deems it necessary, for planning purposes, to adopt the authorized prohibitions and restrictions as set forth per G.S. 14-288.12 and further enumerated below and to activate such portions, or all, of the prohibitions and restrictions as deemed necessary by the mayor, or the governing body, in order to react and more effectively protect the community's health, safety, and welfare needs of the people within the Village;

NOW, THEREFORE, BE IT RESOLVED THAT:

A. The Mayor or the Clemmons Council shall have the authority to determine and proclaim the existence of a "State of Emergency," to define and impose a curfew applicable to all persons within the municipal limits, and may prohibit by such proclamation any or all of the following activities:

- (1) Possessing off one's own premises, buying, selling, giving away, or otherwise transferring or disposing of any explosives, firearms, ammunition or blasting caps, or any dangerous weapons of any kind;
- (2) Selling beer, wines or intoxicating beverages of any kind, or possessing or consuming beer, wines or intoxicating beverages off one's own premises;
- (3) Organizing or conducting any demonstration, parade, march, vigil or participation therein, from taking place on any of the public ways or upon any public property;
- (4) Buying, selling, giving away or otherwise transferring gasoline, kerosene or any other similar petroleum products or any other combustible or inflammatory substance, except as expressly authorized by the provisions of the proclamation;
- (5) Being or traveling upon any street, alley or roadway or upon public property, unless such travel is necessary to obtain medical assistance;
- (6) Participating or carrying on any business activity, or keeping open places of business or entertainment and any other place of public assembly; or
- (7) Other activities or conditions, the control of which may be reasonable and necessary, to maintain order and protect lives or property during the state of emergency.

Upon declaration of the state of emergency, all of the above prohibitions and restrictions in section 'A' shall apply automatically unless specifically exempted.

B. *"State of Emergency"* defined. A state of emergency shall be deemed to exist whenever, during times of public crisis, disaster, rioting, catastrophe, or similar public emergency, public safety authorities are unable to maintain public order or afford adequate protection for lives, safety, or property, or wherever the occurrence of any such condition is imminent.

C. *Limitation of curfew.* The Mayor or Clemmons Council is authorized to limit the application of such a curfew to any area specifically designated and described within the Village and to specific hours of the day or night; and to exempt from the curfew police officers, firefighters, doctors, nurses, and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of the people within the village.

A declared state of emergency shall take effect immediately upon issuance of the proclamation unless otherwise stated in the proclamation. The Mayor or Clemmons Council shall immediately report the substance of applicable prohibitions and restrictions to the mass communications media.

D. *Termination or amending state of emergency.* The Mayor shall terminate the declared state of emergency and curfew as soon as circumstances warrant or when directed to do so by the Clemmons Council. Prior to terminating the state of emergency, the prohibitions and restrictions may be amended as deemed necessary by the Mayor or Clemmons Council.

RESOLVED AND ADOPTED, this the 27th day of May, 2003.

  
Edward Y. Brewer  
Mayor

ATTEST:

  
Marsha E. Sucharski, CMC  
Village Clerk

APPENDIX G

State of Emergency Declaration for the Village of Clemmons

Whereas, conditions now exist / are expected to exist as of \_\_\_\_\_ due to (severe weather / natural disaster / civil disorder / terrorist actions / hazardous spill / \_\_\_\_\_ which justify the declaration of a state of emergency in order to react and protect the community’s health, safety, and welfare of the people within the village; and

Whereas, NCGS 166A-8 and 14-288.12, and Clemmons Ordinance 2003-07 grant authority to the Mayor / Village Council to declare a state of emergency when such conditions as deemed to exist;

NOW, THEREFORE by virtue of the authority vested in me as Mayor of Clemmons / us as Village Council, I / we hereby declare that a State of Emergency does exist within the Village of Clemmons and the following activities are hereby limited / prohibited until rescinded or amended by further declaration:

- (1) Possessing off one’s own premises, buying, selling, giving away, or otherwise transferring or disposing of any explosives, firearms, ammunition or blasting caps, or any dangerous weapons of any kind;
(2) Selling beer, wines or intoxicating beverages of any kind, or possessing or consuming beer, wines or intoxicating beverages off one’s own premises;
(3) Organizing or conducting any demonstration, parade, march, vigil or participation therein, from taking place on any of the public ways or upon any public property;
(4) Buying, selling, giving away or otherwise transferring gasoline, kerosene or any other similar petroleum products or any other combustible or inflammatory substance, except as expressly authorized by the provisions contained herein;
(5) Being or traveling upon any street, alley or roadway or upon public property, unless such travel is necessary to obtain medical assistance;
(6) Participating or carrying on any business activity, or keeping open places of business or entertainment and any other place of public assembly; or
(7) Other activities or conditions, the control of which may be reasonable and necessary, to maintain order and protect lives or property during the state of emergency.
(8) Curfew. A curfew is in effect from 8:00 p.m. until sunrise / \_\_\_\_\_. Complying with the curfew means that all non-essential personnel must withdraw from public streets and places and remain within their own property limits / indoors within their own places of residence during the prescribed time. Places of business may not operate during the curfew unless specially authorized by local government officials.

Declared this day, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

John R. Bost, Mayor

Nick Nelson, Mayor Pro Tem

Attest:

Marsha E. Sucharski, CMC, Village Clerk

Last Updated: \_\_\_\_\_, 20\_\_

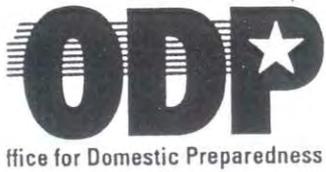
If applicable / amended

## Appendix H

### Village of Clemmons Emergency Management Plan General Notes

The following references will provide assistance with the area referenced. References to the *Winston-Salem/Forsyth County Emergency Operations Plan* are below.

<b>Topic</b>	<b>Section</b>	<b>Pages</b>
1. Emergency Operation Center (EOC)	Basic Plan	Page 30, Item 2
Primary Location:	Public Safety Center 725 N. Cherry St, 3 <sup>rd</sup> Floor Winston-Salem, NC	
Alternate Location:	Basic Plan	Page 30, Item 6
	Forsyth County Fire Department 3000 Aviation Dr., Winston Salem - off of Liberty Street, Go to end of Fairchild Road and Aviation Drive in Winston-Salem	
Emergency Operation Center (EOC) General Function	Basic Plan	Page 30, Item 4 A-F
2. Communication	ESF-2	Pages 1-6
3. Clemmons Line of Succession: Mayor, Mayor Pro Tem, Council members based on length of service.		

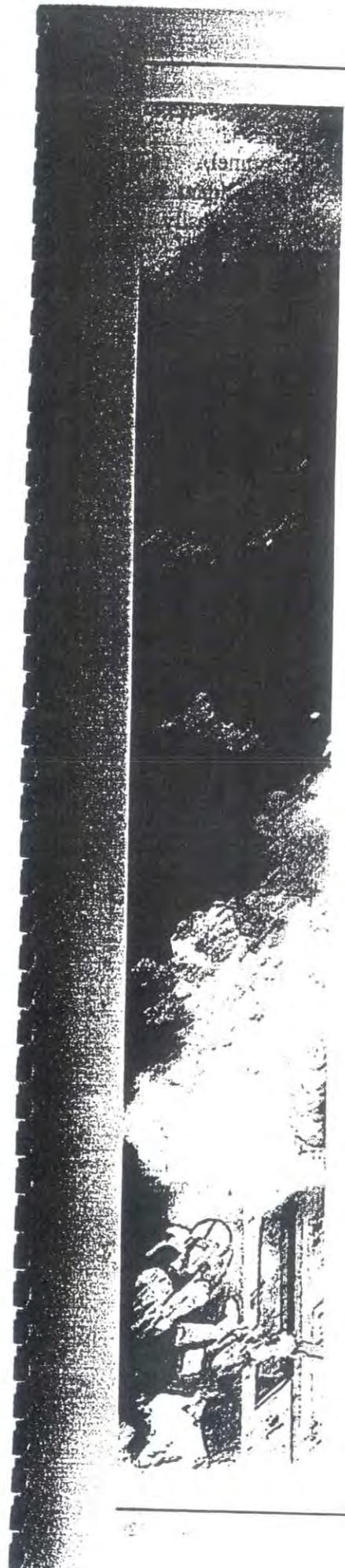


# WEAPONS OF MASS DESTRUCTION INCIDENT MANAGEMENT/ UNIFIED COMMAND

## PARTICIPANT MANUAL



This training program was developed in cooperation with  
Texas A&M University System, Texas Engineering Extension Service (TEEX)  
National Emergency Response and Rescue Training Center (NERRTC)  
*A Member of the National Domestic Preparedness Consortium*



## Module 3: Incident Management/ Unified Command Overview

### Terminal Objective

*Course participants will be able to describe their organization's role in the Incident Command System and be able to operate within a Unified Command structure during a terrorist or WMD incident.*

### Enabling Objectives

*At the end of this module, course participants will be able to:*

- 1. Operate within an Incident Command System (ICS).*
- 2. Transition from a single command to a Unified Command.*
- 3. Describe the planning process within Unified Command.*
- 4. Discuss Emergency Operations Center (EOC) organization and utilization during a terrorist or WMD event.*

## When to Use the Incident Command System

The ICS is designed to be used in response to all emergencies, such as:

- Fires
- Explosions
- Terrorism incidents
- Hazardous materials
- Single- and multi-agency law enforcement incidents
- Mass casualty incidents
- Rescue operations
- Natural disasters
- Traffic incidents

These situations can be dangerous, dynamic, complex, and confusing, factors that affect management decisions.

## Functional Areas of an Effective Incident Command System

The ICS has five major functional areas:

1. *Command*: The one function that will always be filled at every incident, regardless of size. The Incident Commander (IC) is the

first position staffed and the last position terminated. The IC is responsible for overall management of the incident. The Command Section can also include Command Staff if needed.

2. *Operations*: Directs and coordinates all tactical operations at the incident, including supervision of the Staging Area Manager. This position is implemented when the IC faces a complex, demanding incident.
3. *Planning*: Collects, evaluates, analyzes, and uses information about the development of the incident and the status of resources. This section may include the Situation Status Unit (SITSTAT), the Resource Status Unit (RESTAT), the Documentation Unit, the Demobilization Unit, and various Technical Experts. When faced with a complex or rapidly escalating incident, the IC may require assistance from the Planning section to develop an Incident Action Plan (IAP) for each operational period. A security need may be fulfilled with a unit assigned under Planning, Operations, or Logistics. This need will be determined by the nature of the incident.
4. *Logistics*: Provides facilities, services, and materials to all organizational components during an incident. As incidents grow in size, complexity, and duration, the logistical needs of the operating forces also increase.
5. *Administration/Finance*: Documents all incident costs and evaluates the financial considerations of the incident. from the start

## Security

*Operational Security*: Those actions taken to protect sensitive aspects of an investigation or an operation.

*Site Security*: Those measures taken to ensure that only authorized individuals have access to the facility or area by controlling entry and exit through the perimeter established around the incident site. Those responsible for site security dictate the security measures for scene control. (FEMA's *Emergency Response to Terrorism: Basic Concepts*.)

*Scene Security*: Those measures taken to isolate the area affected by an incident and the attendant investigation from unauthorized individuals for the protection of the general public and first responders, and to minimize inadvertent destruction of evidence. The Incident Commander directs this action. According to FEMA's *Emergency Response to Terrorism; Basic Concepts*, part of scene control is scene

security, which includes entry and exit routes, isolating unstable conditions, access points, decontamination corridors, and organized evacuations.

The Incident Commander is responsible for the security aspect of all operations. However, security in most cases will be handled by law enforcement within the operations section.

## Traits of an Effective Incident Command System

The following components working interactively provide the basis for an effective ICS operation:

1. *Common terminology.* Essential in any emergency management system, especially with multiple agency involvement and joint operations. Standardized and consistent terminology applies to organizational functions (major functions and functional units pre-designated and named in ICS), resource elements (personnel and equipment used in tactical operations), and facilities (in and around the incident area).
2. *Modular organization.* Top-down development scalable to the size or complexity of the incident. The first position staffed will be that of the IC while other functions can be staffed as the need develops. Modular components represent chain of command and lines of communication. The organizational structure must be based on the management needs of the incident. The major modules or functions that may be assigned are operations, planning, logistics, and administration/finance.
3. *Integrated communications.* Integrated communications includes the ability to communicate with all operating entities, and requires standardized procedures: common terminology, plain English, echo communication (repeat commands), and communication priorities. Command exerts control over emergency operations by controlling communications. This should include assigned frequencies for the following: Command, Tactical, Support, Air to Air and Ground to Air, when used.
4. *Consolidated action plans.* Every incident needs an action plan that covers all strategic goals, tactical objectives, support activities, and the entire operational period. Complex incidents may require written action plans.

5. *Manageable span of control.* One supervisor can effectively manage from three to seven subordinates, the optimum number being five.
6. *Designated facilities.* Standardized locations from which all incident operations are directed, which may include the incident command post (ICP), staging area, emergency operations center (EOC), and rehabilitation area (REHAB):
  - Command post (always). May start with the mobile command post and for long term incidents may require a move to a fixed facility such as a police or fire station.
  - Staging area for people and equipment ready for immediate use.
  - Incident base, where people are sent for rehab, sleep, and feeding, and equipment is sent for refurbishment. Site is selected to accommodate a large number of resources.
7. *Comprehensive resource management.* Resources may be organized in various ways depending on the incident. Effective management maximizes resource use, consolidates control of large numbers of resources, reduces communications load, maintains accountability, and increases safety for personnel.

To avoid competition among units

## Laws and Standards

Several laws and standards set forth rules for hazardous materials incidents, including management and safety. (All Weapons of Mass Destruction are hazardous materials.)

Superfund Amendment and Reauthorization Act (SARA) of 1986

Established federal regulations for handling hazardous materials incidents with an IC system.

Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120

As directed by SARA, OSHA established rules for operations at hazardous materials incidents. OSHA requires that all organizations that handle hazardous materials incidents use an ICS.

OSHA rules and regulations state:

“The Incident Command System shall be established by those employers for the incidents that will be under their control and shall be interfaced with the other organizations or agencies who may respond to such an incident.”

Environmental Protection Agency (EPA) (40 CFR 311.1 applies the 29 CFR 1910.120 standards to non-OSHA states at hazardous materials incidents.)

Non-OSHA states are required under EPA rules to use an ICS at all hazardous materials incidents.

National Fire Protection Association (NFPA) Standard 472, “Standard on Professional Competence of Responders to Hazardous Materials Incidents”

NFPA Standard 1561 “Standard for Fire Department Incident Management Systems”

NFPA 1561 provides broad guidelines for what should be included in an incident management system. However, it does not provide a new incident management system.

Other NFPA standards that may apply to response to WMD incidents include the following: 471, 473, 1500, and 1600. All responders should become familiar with these standards.

## ICS Functions in Detail

### The Incident Commander

The IC is responsible for overall management of the incident, operating under three strategic priorities:

- Life safety—the health of responders, occupants, and bystanders.
- Incident stabilization—the IC must determine a course of action and manage resources to control the incident.
- Property/environment conservation—This would include such things as environment protection, system/infrastructure protection, and property protection.

The IC’s role is to establish the strategy and tactics to control the incident and implement and manage the action plan for using available resources. The IC must determine strategic goals and tactical objectives, develop an incident action plan, develop an appropriate organizational structure, manage incident resources, coordinate overall

emergency activities, and supervise the staging manager if the operation's function is not assigned.

The IC has the ultimate responsibility for success or failure and for ensuring personnel safety.

The initial Incident Commander will be the first public safety official arriving on the scene. Your local Emergency Operations Plan should define which agency will provide the Incident Commander for each type of incident.

In a small incident, the IC is responsible for all the applicable functions under the ICS organization:

- *Planning*: resource situation status tracking, gathering information and formulating a plan.
- *Logistics*: requesting resources and resource placement.
- *Demobilizing*: releasing resources.
- *Administration*: completing required reports.
- *Finance*: submitting requests for overtime if necessary.

As an incentive to delegate responsibility and maintain span of control, the IC retains whatever responsibilities are not delegated. The IC can quickly exceed an effective span of control when subordinate positions are not created.

## Expanding the Incident Command System

### Command Staff

Command Staff positions handle key activities that enable the IC to concentrate on managing the incident. The command staff reports to the IC but they are not included in the span of control.

The Command Staff positions are Safety Officer, Liaison Officer, and Information Officer.

Safety Officer *can be more than one*

The Safety Officer monitors and assesses safety hazards or unsafe situations and develops measures for ensuring personnel safety. Information on hazards is conveyed to the IC, and the action plan is adjusted accordingly. The Safety Officer should be appointed when the

IC cannot adequately monitor hazards or unsafe conditions because of the size, complexity, or number of resources involved in the incident.

The Safety Officer may immediately correct an unsafe act or practice or remove personnel from the threat of imminent danger. When this is done, the Safety Officer must advise the IC and affected supervisors of the action and why it was taken. When there is not a threat of imminent danger, the Safety Officer should follow the normal chain of command to get the corrective action accomplished.

Anyone serving as the incident Safety Officer must have knowledge of the factors that could affect responder safety. At a structure fire, for example, the Safety Officer needs to have a thorough understanding of fire behavior and building construction, and a clear perception of how the tactical operations affect the structure. At a HazMat incident, the Safety Officer must have knowledge of the product(s) involved, how to deal with it/them, and the capabilities of the responders. Whatever the nature of the emergency, anyone given the responsibility of Safety Officer should have the general background knowledge of the type of incident and specific knowledge of how different actions will affect the incident.

#### Liaison Officer

An incident where multiple agencies are involved may require a Liaison Officer to provide the point of contact and coordination for assisting agencies not involved in the command function. He/she aids in coordinating these efforts to eliminate units operating independently.

In many multi-jurisdiction incidents, an agency or jurisdiction will send a representative to assist in coordination efforts. An agency representative is an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation in the incident. Agency representatives report to the Liaison Officer or to the Incident Commander in the absence of a Liaison Officer.

#### Information Officer

The Information Officer develops and releases accurate and complete information regarding the incident once it is approved by the Incident Commander and serves as the point of contact for the media and other information agencies.

After getting an incident briefing from the IC, the Information Officer establishes an area for the media away from the Command Post and a

safe distance from the incident. There, the Information Officer provides news releases, answers media questions, arranges tours or photo opportunities of the incident from safe areas, and arranges for the media to speak with the IC if conditions allow.

### General Staff

General staff functions consist of four areas: operations, planning, logistics and administration/finance. The responsibilities of each are described below.

### Operations

Operations is implemented when the IC faces a rapidly escalating incident and needs to evaluate strategy and develop alternative tactical options. The IC may choose to staff operations. Divisions (geographical) or groups (functional) are under branches when used.

These terms are excerpted from the ICS National Training Curriculum Glossary:

*Branch* The organizational level having functional or geographic responsibility for major parts of incident operations. The branch level is organizationally between section and division/group. Branches are identified by the use of Roman numerals. Branches report to the Operations Section Chief.

*Division* Divisions are used to divide an incident into geographical areas of operation. A division is located within the ICS organization between the Task Force/Strike Team and the branch. (See also "group.") Divisions are identified by alphabetic characters for horizontal applications. Divisions report to the Branch Director in their chain of command.

*Group* Groups are established to divide the incident into functional areas of operation. Groups are composed of resources assembled to perform a special function, not necessarily within a single geographic division. (See "division.") Groups report to the Branch Director in their chain of command.

*Sector* Sector is a term used in some applications to describe an organizational level similar to an ICS division or group. Sector is not a part of ICS terminology.

The operations position manages all tactical operations at the incident:

- Directing and coordinating all tactical operations.

- Placement of operations resources.
- Requesting or releasing resources through the IC.
- Supervising the staging manager.
- Interacting with the next lowest level of the Section (Branch, Division/group) to develop the operations portion of the Incident Action Plan.
- Supervising the execution of the Incident Action Plan for Operations.
- Ensuring safe tactical operations.
- Maintaining close communications with the Incident Commander.

Once the Incident Action Plan has been completed by the Planning Section and approved by the Incident Command Cell, it must be briefed to all participants and will be implemented by the Operations Section.

## Staging

A staging area is designated where resources report until given an assignment. It should be close enough to the incident that resources can respond immediately when given an assignment.

By establishing a staging area, responding units have a location where they can report and the IC gains time to determine how those companies can best be utilized.

### Staging Increases Accountability

When resources report to staging, they are logged in and, when they receive an assignment, a note is made of where they will be operating and who will be supervising them. This greatly facilitates tracking of resources.

Staging offers the opportunity to form crews that can be placed into service in an organized manner if the IC needs to provide relief or meet the incident goals. Staging is similar to the Command Staff positions in that it serves a support role to the IC that does not count when determining the IC's span of control.

### Staging Area Manager

Staging is under the direction of the Staging Area Manager, who manages all the activities within the staging area. In a number of departments, the first-arriving officer in staging is designated as the Staging Area Manager until relieved or reassigned.

The responsibilities of the Staging Area Manager include:

- Keeping track of all resources entering and exiting the staging area.
- Updating the IC regarding the level of resources in staging.
- Maintaining a minimum level of resources if the IC has determined one.
- Responding to requests for personnel and equipment at the incident.

If the incident is of a size or complexity such that the IC has appointed an Operations Chief, the Staging Area Manager no longer reports to the IC but works directly for the Operations Chief.

### Planning

Planning is implemented when the IC faces a complex or rapidly escalating incident. The IC may require assistance with the ICS planning function. Planning includes an assessment of the current and projected situations and information about current and projected resource requirements.

The Planning section is responsible for the collection, evaluation, dissemination, and use of information about the development of the incident and the status of resources. Planning is consolidated when representatives of all the branches are included. This section can include several units:

- *Incident Action Plan.* Contains objectives reflecting the overall incident strategy and specific tactical actions and supporting information for the next operational period. The plan may be oral or written. When written, the plan should consist of forms 202 (objectives), 203 (organization), 204 (resources assignment list), 205 (communications plan), and 206 (medical plan), and may have a number of additional forms as attachments (e.g. traffic plan, safety plan, map, etc.).

- *Planning Meeting*. A meeting held as needed throughout the duration of an incident, to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan.
- *Contingency Plans*. Detailed contingency plans must be developed as part of the Incident Action Plan (IAP). Contingency plans should contain objectives, scope, roles and responsibilities, identification of triggering events (if-then), and required resources. Contingency plans are a back-up to the IAP.
- *Situation Status (SITSTAT)*. Collects and organizes incident situation and status information for use by IC staff and agency personnel. *Should be a display board*
- *Resource Status (RESTAT)*. Prepares, processes and reports resource status changes and tracks personnel and equipment status relating to the incident.
- *Documentation*. Maintains accurate and complete incident files. At the termination of the incident, packs and stores incident files for legal and archival purposes. *liability, accountability, reimburse*
- *Demobilization*. The Planning Section Chief must establish an adequate demobilization organization in plenty of time to provide for an orderly and efficient demobilization. This unit prepares the demobilization plan and assists incident sections/units to ensure the orderly, safe and cost-effective movement of personnel and equipment upon termination of the incident needs. *setup early then disband when not needed*
- Technical specialists assigned anywhere in the ICS organization to meet the needs of the incident. *public works, engineer, chemist, Logistics public health etc.*

As incidents grow in size, complexity, and duration, logistical needs also increase. Long-duration incidents of any type require provisions for feeding personnel, toilet facilities, refueling of apparatus, and a myriad of other service and support resources.

This function manages available facilities, services, and materials for the incident. Like the Planning section, Logistics can include distinct units:

- *Services branch*. Includes the Communications unit, which installs and repairs communications equipment and prepares a communications plan. This branch also includes a medical unit

responsible for attending to injured on-scene personnel, and a food unit to provide meals for on-scene personnel.

- *Support*. Includes a Supply unit to order equipment and supplies required for incident operations, a Facilities unit to provide an incident base, feeding areas, sleeping areas, sanitary facilities and a formal command post. A Ground Support unit is responsible for fueling, maintaining and repairing vehicles and transporting personnel and supplies.

## Administration/Finance

Financial considerations can be extensive, especially when an incident requires private-sector resources or reimbursement to agencies.

This function is responsible for tracking all incident costs and evaluating the financial considerations of the incident. There are four units within Finance:

*FEMA reimb. based on overtime*

- *Time* keeps records of time for personnel working on the incident.
- *Procurement* tracks financial matters involving vendors. Establishes local sources for equipment and supplies, manages all equipment rental agreements, and processes billing invoices for all rental equipment and supplies.
- *Compensation/claims* tracks financial concerns resulting from injuries or deaths of on-scene personnel. Compensation-for-injury oversees the completion of all forms required by worker's compensation and local agencies. This unit also investigates all claims involving property associated with or involved in the incident.
- *Cost* tracks costs and recommends cost-saving measures and provides all incident cost analyses. It ensures the proper identification of all equipment and personnel requiring payment, records all cost data, analyzes and prepares estimates of incident costs, and maintains accurate records of incident costs.

*reports to I Commander who says yes or no*

## Single and Unified Command

Single and Unified Command structures have distinct differences for the ICS

### Single Command

*Authority + responsibility*

At an emergency, whether small or large, involving a single jurisdiction or agency, one person must be in command to assess the situation and available resources, determine an appropriate incident action plan and

modify the plan to meet the situation. The single command system is used when:

- Jurisdictional boundaries do not overlap.
- A single IC is designated by the jurisdictional agency that has overall management responsibility for the incident.
- One person has command authority.
- Single command can include deputies from assisting agencies to coordinate their agency resources and to take over for the IC during later shifts.

Command and control of terrorist incidents should involve a unified command system at the beginning to coordinate the responding agencies and authorities. Some key local agencies include fire, EMS, law enforcement, public works, public health, and emergency management. State or territorial law enforcement and emergency management may also be involved.

### Unified Command Authority and responsibility

Unified Command is a unified team effort which allows all agencies with responsibilities for the incident, either functional or geographical, to participate in managing an incident to establish a common set of incident strategic goals and objectives under one incident action plan. This approach helps ensure a coordinated multi-agency response using integrated tactical operations while allowing each agency its individual responsibility, authority, or accountability.

A Unified Command structure is used when:

- The incident occurs within a single jurisdictional boundary, but more than one agency shares management responsibility.
- The incident is multi-jurisdictional.
- An individual designated by his/her jurisdiction or agency shares overall management responsibility with others.

### Unified Command Concept

The concept of Unified Command means that all involved agencies contribute to the command process to:

- Determine overall goals and objectives.

- Set priorities.
- Resolve conflicts.
- Jointly plan for tactical activities.
- Conduct integrated tactical operations.
- Maximize the use of assigned resources.

Unified command provides a means of organizing multiple agencies into one concerted emergency response effort. Command of this type avoids overlapping of effort that occurs when functional and geographic jurisdictions, or agencies from different governmental levels, have to work together. Generally, unified command will be necessary from the early stages of an incident requiring local responders—including local and county law enforcement, fire and emergency medical personnel, public health and possibly utility and public works personnel—to respond.

Although all the following agencies or departments may share responsibility for an incident, only one will usually have the major responsibility at any one time. The triangle concept used in Unified Command determines who has the lead at the time based on the current situation. For example, law enforcement may assume the lead role in law issues, fire the lead role in search and rescue, Haz-Mat the lead role in hazardous materials issues, EMS the lead role in pre-hospital treatment and transport, and health the lead role in health and environmental issues. This is a dynamic process and the lead role can change numerous times during an incident. In addition, the functions described could change based on jurisdictional requirements.

### The Process of Unified Command

Unified Command should consist of one integrated incident organization, with facilities in one incident command post instead of several command posts operating independently. The total operation therefore can be directed from one location. When agencies involved in a major emergency use the same organizational structure, the same terminology, and the same management procedures, they become essentially a single organization and can be managed as such.

### Unified Command Challenges

Unified Command should select one person to be chief of the Operations section, usually from the agency or department primarily

responsible for operations. This person is responsible for final arbitration of strategic and tactical decisions. Leadership of the Operations section may change as the incident evolves.

The command post may need to expand to accommodate all of the representatives involved. All agencies with responsibility for the incident must understand joint priorities and restrictions. Each agency must be fully aware of the plans, actions, and constraints of all the others. The combined efforts of all agencies will be optimized as they perform their respective assignments under a consolidated incident action plan. Each agency must support consensus decisions and commit resources to achieve the desired outcome. Multiple agencies provide diverse points of view; capabilities and responsibilities of each agency must be defined.

About five percent of all emergencies become serious enough to require the response of several agencies, each with its own legal obligation to perform some type of action, not just assist their neighbor. It is in these critical, multiple-involvement emergencies that Unified Command is called for. An EOC may be necessary or advantageous to support the on-scene operations and the Unified Command.

### Multi-Agency Planning

Controlling any emergency requires some form of planning. The process starts with documentation of each commander's objectives just as though it were a single-agency incident. Unified planning is not a committee process that must somehow resolve all differences in agency objectives before any action can take place. Rather, it is a team process that promotes open sharing of objectives and priorities. Through the process, the team formulates directions to address the needs of the entire incident.

With strategic goals for each priority stated and understood, each section will develop associated tactical objectives, or the steps that will achieve the stated strategic goals. If rescue is the first priority, and the first strategic goal is to ensure life safety, then the first tactical objective might be to locate, inform and evacuate all people within the incident boundary. Tactical objectives should be developed for each strategic goal. When all the goals and objectives are in place, the planning group is ready to develop the specific details of a consolidated incident action plan. After the the incident action plan is developed, command briefs and deploys resources and personnel. The main purpose of the briefing is to plan personnel work within functional and jurisdictional considerations to support consensus building among all the agencies involved. The briefing should cover assignments, chain of command, contingency plans, and discussion of communications.

One set of objectives must be developed for the entire incident, with all agencies performing their assignments under that action plan. One operations section chief will have responsibility for implementing the incident action plan, thereby reducing or eliminating an overlap of effort. The incident response will operate under one coordinated incident action plan.

The Incident Action Plan should, at a minimum, consist of the following forms:

- Cover sheet
- Form 202
- Form 203
- Form 204
- Form 205
- Form 206
- Other forms as required

These forms can be found on the NOAA web site as part of an interactive program which includes instructions for each form.

### Operational Period (FIRESCOPE)

Specific periods need to be defined when dealing with an extended operation (i.e. greater than twenty-four hours). It is recommended that time periods are no longer than twenty-four hours. They are usually twelve hours, but may be shorter (four to eight hours). Consider:

- The length of time it will take to achieve the tactical objectives, availability of fresh resources, environmental considerations, and safety considerations.
- Plan far enough in advance so all can be briefed on IAP.

Local responders, who arrive on scene first, will make most of the initial decisions. The period between initial response and the arrival of outside agencies is crucial. However, when the other agencies arrive, those on scene should be prepared to brief incoming representatives about the situation, then begin the planning that will keep them ahead of the incident.

### Unified Command Responsibilities

Different agencies have different requirements for personnel safety. The Unified Command, which is responsible for overall incident safety,

will work out priorities to address safety on a functional and jurisdictional basis.

Unified Command is responsible for maintaining an incident log that reflects the actions taken and significant decisions made by command. Maintaining a log will also contribute to post-incident analysis of the action plan's effectiveness.

Unified command should anticipate the continuing direction of the incident and give planning the personnel required to complete their responsibilities.

Command should be sensitive to the potential need for additional technical expertise or resources and call for assistance early in the incident if necessary. However, it is prudent to distinguish between resources that are necessary and those that are peripheral. Unified command must prioritize the use of valuable resources, personnel and equipment. Conservation of resources will be a constant command responsibility.

## Crisis Management Response

When considering the needed response to an act of terrorism there are certain assumptions that we must take into account; foremost of these are the following (refer to the CONPLAN):

- No single agency at the local, state, federal, or private sector level possesses the authority and expertise to act unilaterally on many difficult issues that may arise in response to a threat or act of terrorism, particularly if WMD are involved.
- An act of terrorism, particularly an act directed against a large population center within the United States involving WMD, may produce major consequences that would overwhelm the capabilities of many local and state governments almost immediately.
- Major consequences involving WMD may overwhelm existing federal capabilities as well, particularly if multiple locations are affected.

So far, we have examined how local jurisdictions handle a variety of emergencies using the principles of the Incident Command System (ICS) as our model. This included “growing” our local incident management structure from a single command or single jurisdiction to a (local) Unified Command employing a variety of emergency response organizations and disciplines.

- As discussed above, we can reasonably assume that a “significant act of terrorism,” particularly one involving the use of WMD, may overwhelm the capabilities of local and state governments' abilities

and resources to effectively manage the incident. Consequently, we must now build a Unified Command that includes not only a variety of emergency response disciplines from the local and state levels, but also from the federal government as well.

Let's examine the response to a hypothetical incident of terrorism involving the use of a weapon of mass destruction (WMD). Keeping in mind that response capabilities and protocols vary from jurisdiction to jurisdiction and state to state, we'll build a generic response model, beginning with the crisis management response.

1. After an incident occurs, local emergency responders are first on the scene and establish an Incident Command Post (ICP). If the incident is suspected to be a terrorism incident, local authorities notify the local FBI Field Office.
2. Upon notification by local authorities, the local FBI Field Office would begin to assess the situation (by sending agents to the scene and contacting various local authorities), and would also alert other law enforcement authorities within the state as well as alert the FBI headquarters in Washington, D.C. of the incident.
3. In these initial stages of the FBI's involvement in the incident, the local FBI Special Agent in Charge (SAC) will likely establish an FBI command post, which may be expanded into a JOC. The local FBI Field Office will activate the JOC. The JOC is comprised of senior officials from the FBI, FEMA, and other federal, state, and local agencies and organizations. It is under the command of the federal On-Scene Commander (or Coordinator), typically the FBI Special Agent in Charge. Local agencies involved in the response should designate a representative to the JOC to serve as liaison.

*Note:* The composition and function of the JOC is covered in a following section.

4. If the incident involves the use of a WMD, the Federal On-scene Commander may require that a Domestic Emergency Support Team (DEST) be deployed to the incident scene. (Remember, the DEST is a specialized interagency team made up of technical and operational experts from appropriate federal agencies. The DEST can be deployed within four hours of notification by the FBI with its exact composition determined by the nature of the incident. The team's function is to provide expert assessment and advice to the Federal On-Scene Commander regarding suggested courses of action and coordination of needed follow-on federal response assets in a terrorism or WMD event. It forms the initial federal agency

representation (or “advance elements”) at the incident scene and can remain either a stand-alone organization or be “merged” into the JOC depending on the circumstances.) Of course, the assessment and advice provided by the DEST is available to the local jurisdiction’s incident managers as well.

5. In accordance with the CONPLAN: when federal resources arrive at the scene, they will operate as a Forward Coordinating Team (FCT). The senior FBI representative will join the Unified Command, while the senior FEMA representative will coordinate activity of federal consequence management liaisons to the Unified Command. On-scene federal crisis management resources will be organized into a separate FBI Crisis Management Branch (FBI is the Branch Director) within the Operations section, and a FBI representative will serve as a Deputy to the Operations Section chief. Federal consequence management resources will assist the appropriate ICS function as directed..

### **Consequence Management Response**

Let’s now examine that same terrorist/WMD incident from the consequence management perspective. Keeping in mind that crisis and consequence management response may occur simultaneously, let’s follow the consequence management response in a situation where a release (of a WMD) has already occurred.

1. Local emergency responders are first on the scene, where they establish an ICP.
2. Local authorities determine that the incident is beyond their ability to manage or requires additional resources after exhausting their own and mutual aid resources. An elected local official requests assistance from the state.
3. The state activates its own emergency management agencies (to include its EOC) and begins assessing the situation to determine which available state resources would be of greatest assistance.
4. The state determines that the incident is also beyond their capabilities. The governor requests that FEMA’s Regional Office and the state conduct a joint assessment for federal assistance. The governor may also declare the incident a disaster and request that the President do so as well, through the FEMA Regional Office.

5. The governor's request and declaration is passed from the FEMA Regional Office to the FEMA Director's Office in Washington for assessment, recommendation, and forwarding to the President.
6. The President declares the incident a disaster or an emergency, and authorizes the use of the Stafford Act. FEMA activates the Federal Response Plan and activates the appropriate ROC. The FEMA Director also appoints a FCO to coordinate the Federal effort with the SCO.
7. The FEMA Regional Operations Center would then begin dispatching Emergency Response Teams to both the scene of the incident and the state's EOC in order to assist local and state officials in assessing immediate needs.

FEMA and other federal support agencies arrive and begin working in and through the on-scene JOC. Additionally, FEMA authorities may establish a DFO, which is usually located near the state's EOC to coordinate support to the state and local jurisdiction's response to the incident.

## The Joint Operations Center

At the onset of an incident the FBI, usually the first federal agency to respond, establishes a JOC. The JOC is the federal government's equivalent to the EOC, a command and control organizational structure used to integrate the efforts of all federal agencies participating in an incident or disaster. The JOC coordinates both federal crisis management response and initial consequence management planning and support to local entities already on scene. The JOC is strategic by design; it would not normally be located at the incident scene or in close proximity to it.

The JOC is not intended to replace any local or state organizations, but bridges the on-scene efforts of all involved and provides the ability to initiate and manage the law enforcement investigation of the incident.

The JOC contains many of the same functions as found in the incident command system: command and control, operations, support, administration, logistics, and liaison. As the situation develops, the FBI will activate a JOC. Once operational, the local EOC and the state's EOC, if activated, will coordinate with the JOC. The local ICP should communicate and coordinate with the JOC through the FBI Special Agents working with him/her in the ICP.

### **The JOC Command Group**

The JOC serves as the location where the FBI manages its crisis management and investigative responsibilities. The JOC staff ensures that federal crisis and consequence management are coordinated and potential conflicts are resolved.

The JOC will contain at least a Command Group, an Operations Group, an Admin/Logistics Group, and a Consequence Management Group of varying sizes depending on the nature of the incident. Typically, the senior FBI special agent is in charge of the JOC, but does not replace the local Incident Commander, or direct fire or rescue operations. The Command Group usually contains senior officials from all participating local, state, and federal agencies.

### **The Operations Group**

The "Ops" Group generally is headed by a senior FBI agent and may contain the functional organizations listed below. (Several federal agencies may have organizations and representatives in each of these functional areas and the organization may be different depending upon operational requirements.)

- Negotiations, which directs and coordinates all negotiations to include developing negotiation strategies and options.
- Joint Intelligence Support, which collects, processes, analyzes, and disseminates all current intelligence data as well as briefs the Command Group.
- Aviation and Special Operations, which includes operational control of all participating air units and surveillance components.
- Tactical, which usually would be the FBI's Hostage Rescue Unit, plus other SWAT-type units involved.
- HazMat, which contains all units of the FBI, DOD, ATF and other organizations involved in the incident.
- Technical, which usually contains expert advisors in specific technical areas, such as chemical, nuclear, or radiological materials.
- Joint Technical Operations Team (JTOT).

### **The Admin/Logistics Group**

The Admin/Logistics Group is generally headed by an FBI agent and contains the following functional organizations. (Several federal agencies may have organizations and representatives in these functional areas).

- Administration, from all agencies represented.
- Logistics, from a variety of federal agencies and organizations, depending on the type of incident.
- Communications, from a variety of federal agencies and organizations, depending on the type of incident; usually secure with satellite communications (SATCOM).
- Liaison, representatives from all local and state agencies are integrated into the JOC at this point.
- Media, which can be found either here or under the Command Group, particularly if a JIC is established.
- Legal, which can be found either here or under the Command Group, depending on the size, type, and duration of the incident, as well as the preference of those in authority.

### **The Consequence Management Group**

Whereas the Operations and Support Groups are organized along functional lines, incorporating representatives from various agencies, the Consequence Management Group (which may be headed by a FEMA representative) will normally be organized along organizational lines, with all agencies focused on consequence management. This group might contain the following organizations:

- DOD
- FEMA
- DOE
- EPA
- Local Emergency Management representatives
- State Emergency Management representatives
- Public Health (local, state, and federal [DHHS])
- FBI liaison (primarily for the follow-up investigation)
- Others

### **“At the Scene” Relationships**

Where do local response organizations fit into this potentially overwhelming organization, and what are their relationships to the JOC and other federal organizations at the incident scene?

First, it is important to remember that local responders may be on their own for the first four to ten hours of an incident (while federal agencies

found at the local, state, and federal levels of government is essential to planning and executing our response.

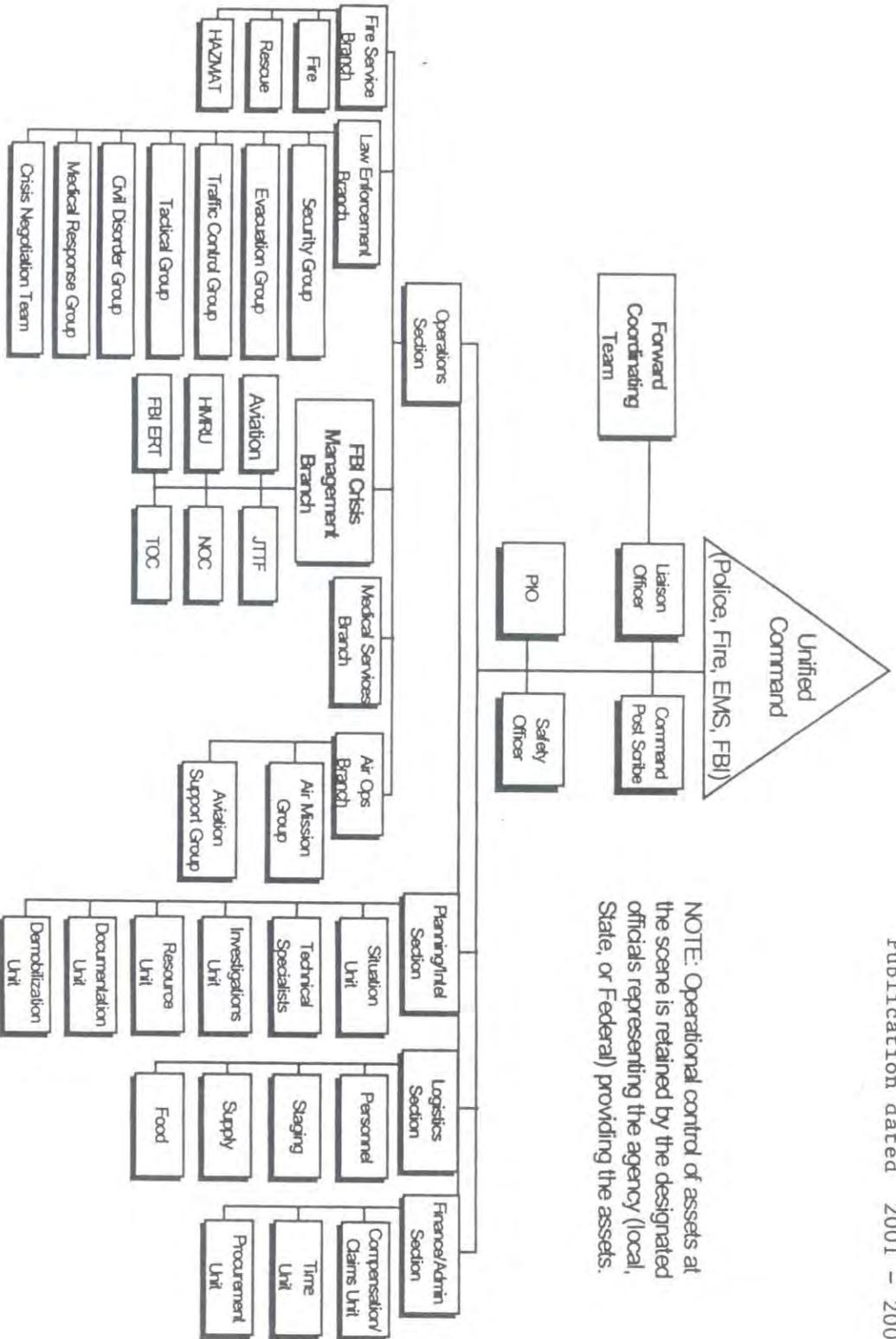
## 8.1: Case Study Analysis

Using the information packet provided and any outside sources that can be collected, the participants should analyze the incident and prepare a 30- to 45- minute presentation. The presentation should include what happened before, during, and after the event. In addition, the presentation should try to answer the following questions:

1. What type of terrorist group was responsible for the incident, and what were the perpetrators trying to accomplish?  
*Religious*
2. Which of the CBRNE weapons did the perpetrators use and what was the make-up of the weapon?  
*W.*
3. What did the incident command structure look like at the beginning of the incident and what did the incident command structure look like at the end of the incident?
4. How were the management issues handled or not handled in this case?  
*40 of 21* *40 of 21*
5. With what other challenges, besides the management issues, was the incident command faced (for example, communications)?
6. What were some of the key government agencies involved in this incident?  
*Do not have name of Sarin unit, Terrorism Unit, or Dept. Criminal Investigation Lab,*

After each presentation, the instructor(s) will facilitate a 10- to 15-minute question-and-answer session with all class participants.

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 Weapons of Mass Destruction  
 Incident Management/ Unified Command  
 Publication dated 2001 - 2002



NOTE: Operational control of assets at the scene is retained by the designated officials representing the agency (local, State, or Federal) providing the assets.

Figure 5 – On-Scene Coordination

## APPENDIX J

### Chapter 166A.

#### North Carolina Emergency Management Act.

##### Article 1.

North Carolina Emergency Management Act of 1977.

- §§ 166A-1: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- §§ 166A-2: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- §§ 166A-3: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- §§ 166A-4: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- §§ 166A-5: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- §§ 166A-6: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- §§ 166A-6.01: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- §§ 166A-6.02: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- §§ 166A-6.03: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-6.1: Recodified as G.S. 166A-29 by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-7: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-8: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-9: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-10: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-11: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-12: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-13: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-14: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-15: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-15.1: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.
- § 166A-16: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.

§ 166A-17: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.

§ 166A-18: Repealed by Session Laws 2012-12, s. 1(a), effective October 1, 2012.

Article 1A.  
North Carolina Emergency Management Act.  
Part 1. General Provisions.

**§ 166A-19. Short title.**

This Article may be cited as "North Carolina Emergency Management Act." (1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1995, c. 509, s. 120; 2012-12, s. 1(b).)

**§ 166A-19.1. Purposes.**

The purposes of this Article are to set forth the authority and responsibility of the Governor, State agencies, and local governments in prevention of, preparation for, response to, and recovery from natural or man-made emergencies or hostile military or paramilitary action and to do the following:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property.
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons.
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property.
- (4) Provide for cooperation and coordination of activities relating to emergency mitigation, preparedness, response, and recovery among agencies and officials of this State and with similar agencies and officials of other states, with local and federal governments, with interstate organizations, and with other private and quasi-official organizations. (1959, c. 337, s. 1; 1975, c. 734, s. 1; 1977, c. 848, s. 2; 1995, c. 509, s. 121; 2012-12, s. 1(b).)

**§ 166A-19.2. Limitations.**

Nothing in this Article shall be construed to do any of the following:

- (1) Interfere with dissemination of news or comment on public affairs; but any communications facility or organization, including, but not limited to, radio and television stations, wire services, and newspapers may be requested to transmit or print public service messages furnishing information or instructions in connection with an emergency, disaster, or war.
- (2) Limit, modify, or abridge the authority of the Governor to declare martial law or exercise any other powers vested in the Governor under the North Carolina Constitution, statutes, or common law of this State independent of, or in conjunction with, any provisions of this Article. (1975, c. 734, s. 2; 1977, c. 848, s. 2; 1995, c. 509, s. 122; 2012-12, s. 1(b).)

**§ 166A-19.3. Definitions.**

The following definitions apply in this Article:

- (1) Account. – The State Emergency Response Account established in G.S. 166A-19.42.

- (2) Chair of the board of county commissioners. – The chair of the board of county commissioners or, in case of the chair's absence or disability, the person authorized to act in the chair's stead. Unless the governing body of the county has specified who is to act in lieu of the chair with respect to a particular power or duty set out in this Article, this term shall mean the person generally authorized to act in lieu of the chair.
- (3) Disaster declaration. – A gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a disaster of one of the types enumerated in G.S. 166A-19.21(b).
- (4) Division. – The Division of Emergency Management established in Subpart A of Part 5 of Article 13 of Chapter 143B of the General Statutes.
- (5) Eligible entity. – Any political subdivision. The term also includes an owner or operator of a private nonprofit utility that meets the eligibility criteria set out in this Article.
- (6) Emergency. – An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, weather-related, or riot-related cause.
- (7) Emergency area. – The geographical area covered by a state of emergency.
- (8) Emergency management. – Those measures taken by the populace and governments at federal, State, and local levels to minimize the adverse effect of any type emergency, which includes the never-ending preparedness cycle of planning, prevention, mitigation, warning, movement, shelter, emergency assistance, and recovery.
- (9) Emergency management agency. – A State or local governmental agency charged with coordination of all emergency management activities for its jurisdiction.
- (10) Hazard risk management. – The systematic application of policies, practices, and resources to the identification, assessment, and control of risk associated with hazards affecting human health and safety and property. Hazard, risk, and cost-benefit analysis are used to support development of risk reduction options, program objectives, and prioritization of issues and resources.
- (11) Mayor. – The mayor or other chief executive official of a municipality or, in case of that person's absence or disability, the person authorized to act in that person's stead. Unless the governing body of the municipality has specified who is to act in lieu of the mayor with respect to a particular power or duty set out in this Article, the term shall mean the person generally authorized to act in lieu of the mayor.
- (12) Political subdivision. – Counties and incorporated cities, towns, and villages.
- (13) Preliminary damage assessment. – The initial estimate prepared by State, local, or federal emergency management workers used to determine the severity and magnitude of damage caused by an emergency.
- (14) Private nonprofit utility. – A utility that would be eligible for federal public assistance disaster funds pursuant to 44 C.F.R. Part 206.
- (15) Secretary. – The Secretary of the Department of Public Safety.

- (16) Stafford Act. – The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288, 88 Stat. 143, codified generally at 42 U.S.C. § 5121, et seq., as amended.
- (17) State Acquisition and Relocation Fund. – State funding for supplemental grants to homeowners participating in a federal Hazard Mitigation Grant Program Acquisition and Relocation Program. These grants are used to acquire safe, decent, and sanitary housing by paying the difference between the cost of the home acquired under the federal Hazard Mitigation Grant Program Acquisition and Relocation Program and the cost of a comparable home located outside the 100-year floodplain.
- (18) State Emergency Response Team. – The representative group of State agency personnel designated to carry out the emergency management support functions identified in the North Carolina Emergency Operations Plan. The State Emergency Response Team leader shall be the Director of the Division, who shall have authority to manage the Team pursuant to G.S. 166A-19.12(1), as delegated by the Governor. The Team shall consist of the following State agencies:
  - a. Department of Public Safety.
  - b. Department of Transportation.
  - c. Department of Health and Human Services.
  - d. Department of Environment and Natural Resources.
  - e. Department of Agriculture and Consumer Services.
  - f. Any other agency identified in the North Carolina Emergency Operations Plan.
- (19) State of emergency. – A finding and declaration by any of the following authorities that an emergency exists:
  - a. The Governor, acting under the authority of G.S. 166A-19.20.
  - b. The General Assembly, acting under the authority of G.S. 166A-19.20.
  - c. The governing body of a municipality or the mayor of a municipality, acting under the authority of G.S. 166A-19.22.
  - d. The governing body of a county or the chair of the board of commissioners of a county, acting under the authority of G.S. 166A-19.22. (1951, c. 1016, s. 2; 1953, c. 1099, s. 1; 1955, c. 387, s. 1; 1975, c. 734, ss. 4-6, 14; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1995, c. 509, s. 123; 2001-214, s. 1; 2006-66, ss. 6.5(c), (d); 2009-193, ss. 1, 2; 2009-397, s. 2; 2012-12, s. 1(b); 2012-90, s. 10.)

§ 166A-19.4: Reserved for future codification purposes.

§ 166A-19.5: Reserved for future codification purposes.

§ 166A-19.6: Reserved for future codification purposes.

§ 166A-19.7: Reserved for future codification purposes.

§ 166A-19.8: Reserved for future codification purposes.

§ 166A-19.9: Reserved for future codification purposes.

Part 2. State Emergency Management.

§ 166A-19.10. Powers of the Governor.

(a) State Emergency Management Program. – The State Emergency Management Program includes all aspects of preparations for, response to, recovery from, and mitigation against war or peacetime emergencies.

(b) Powers of the Governor. – The Governor is authorized and empowered to do the following:

- (1) To exercise general direction and control of the State Emergency Management Program and to be responsible for carrying out the provisions of this Article, other than those provisions that confer powers and duties exclusively on local governments.
- (2) To make, amend, or rescind the necessary orders, rules, and regulations within the limits of the authority conferred upon the Governor herein, with due consideration of the policies of the federal government.
- (3) To delegate any authority vested in the Governor under this Article and to provide for the subdelegation of any such authority.
- (4) To cooperate and coordinate with the President and the heads of the departments and agencies of the federal government, and with other appropriate federal officers and agencies, and with the officers and agencies of other states and local units of government in matters pertaining to the emergency management of the State and nation.
- (5) To enter into agreements with the American National Red Cross, Salvation Army, Mennonite Disaster Service, and other disaster relief organizations.
- (6) To make, amend, or rescind mutual aid agreements in accordance with G.S. 166A-19.72.
- (7) To utilize the services, equipment, supplies, and facilities of existing departments, offices, and agencies of the State and of the political subdivisions thereof. The officers and personnel of all such departments, offices, and agencies are required to cooperate with and extend such services and facilities to the Governor upon request. This authority shall extend to a state of emergency declared pursuant to G.S. 166A-19.20, to the imminent threat of an emergency that will likely require an emergency to be declared pursuant to G.S. 166A-19.20, or to emergency management planning and training purposes.
- (8) To agree, when required to obtain federal assistance in debris removal, that the State will indemnify the federal government against any claim arising from the removal of the debris.
- (9) To sell, lend, lease, give, transfer, or deliver materials or perform services for emergency purposes on such terms and conditions as may be prescribed by any existing law, and to account to the State Treasurer for any funds received for such property.
- (10) In an emergency, or when requested by the governing body of a political subdivision in the State, to assume operational control over all or any part of the emergency management functions within this State. (1951, c. 1016, ss. 3, 9; 1953, c. 1099, s. 3; 1955, c. 387, ss. 2, 3, 5; 1957, c. 950, s. 5; 1975, c. 734,

ss. 9, 10, 14, 16; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1995, c. 509, s. 124; 2001-214, s. 2; 2002-179, s. 12; 2009-192, s. 1; 2009-193, s. 3; 2009-196, s. 1; 2009-225, s. 1; 2011-145, s. 19.1(g); 2012-12, s. 1(b).)

**§ 166A-19.11. Powers of the Secretary of Public Safety.**

The Secretary shall be responsible to the Governor for State emergency management activities. The Secretary shall have the following powers and duties as delegated by the Governor:

- (1) To activate the State and local plans applicable to the areas in question and to authorize and direct the deployment and use of any personnel and forces to which the plan or plans apply, and the use or distribution of any supplies, equipment, materials, and facilities available pursuant to this Article or any other provision of law.
- (2) To adopt the rules to implement those provisions of this Article that deal with matters other than those that are exclusively local.
- (3) To develop a system to produce a preliminary damage assessment from which the Secretary will recommend the appropriate level of disaster declaration to the Governor. The system shall, at a minimum, consider whether the damage involved and its effects are of such a severity and magnitude as to be beyond the response capabilities of the local government or political subdivision.
- (4) Additional authority, duties, and responsibilities as may be prescribed by the Governor. The Secretary may subdelegate his authority to the appropriate member of the Secretary's department. (1951, c. 1016, ss. 3, 9; 1953, c. 1099, s. 3; 1955, c. 387, ss. 2, 3, 5; 1957, c. 950, s. 5; 1975, c. 734, ss. 9, 10, 14, 16; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1995, c. 509, s. 124; 2001-214, s. 2; 2002-179, s. 12; 2009-192, s. 1; 2009-193, s. 3; 2009-196, s. 1; 2009-225, s. 1; 2011-145, s. 19.1(g); 2012-12, s. 1(b).)

**§ 166A-19.12. Powers of the Division of Emergency Management.**

The Division of Emergency Management shall have the following powers and duties as delegated by the Governor and Secretary of Public Safety:

- (1) Coordination of the activities of all State agencies for emergency management within the State, including planning, organizing, staffing, equipping, training, testing, and activating and managing the State Emergency Response Team and emergency management programs.
- (2) Preparation and maintenance of State plans for emergencies. The State plans or any parts thereof may be incorporated into department regulations and into executive orders of the Governor.
- (3) Coordination with the State Health Director to amend or revise the North Carolina Emergency Operations Plan regarding public health matters. At a minimum, the revisions to the Plan shall provide for the following:
  - a. The epidemiologic investigation of a known or suspected threat caused by nuclear, biological, or chemical agents.
  - b. The examination and testing of persons and animals that may have been exposed to a nuclear, biological, or chemical agent.
  - c. The procurement and allocation of immunizing agents and prophylactic antibiotics.

- d. The allocation of the Strategic National Stockpile.
  - e. The appropriate conditions for quarantine and isolation in order to prevent further transmission of disease.
  - f. Immunization procedures.
  - g. The issuance of guidelines for prophylaxis and treatment of exposed and affected persons.
- (4) Establishment of a voluntary model registry for use by political subdivisions in identifying functionally and medically fragile persons in need of assistance during an emergency. All records, data, information, correspondence, and communications relating to the registration of persons with special needs or of functionally and medically fragile persons obtained pursuant to this subdivision are confidential and are not a public record pursuant to G.S. 132-1 or any other applicable statute, except that this information shall be available to emergency response agencies, as determined by the local emergency management director. This information shall be used only for the purposes set forth in this subdivision.
  - (5) Promulgation of standards and requirements for local plans and programs consistent with federal and State laws and regulations, determination of eligibility for State financial assistance provided for in G.S. 166A-19.15, and provision of technical assistance to local governments. Standards and requirements for local plans and programs promulgated under this subdivision shall be reviewed by the Division at least biennially and updated as necessary.
  - (6) Development and presentation of training programs, including the Emergency Management Certification Program established under Article 5 of this Chapter, and public information programs to insure the furnishing of adequately trained personnel and an informed public in time of need.
  - (7) Making of such studies and surveys of the resources in this State as may be necessary to ascertain the capabilities of the State for emergency management, maintaining data on these resources, and planning for the most efficient use thereof.
  - (8) Coordination of the use of any private facilities, services, and property.
  - (9) Preparation for issuance by the Governor of executive orders, declarations, and regulations as necessary or appropriate.
  - (10) Cooperation and maintenance of liaison with the other states, the federal government, and any public or private agency or entity in achieving any purpose of this Article and in implementing programs for emergency or war prevention, preparation, response, and recovery.
  - (11) Making recommendations, as appropriate, for zoning, building, and other land-use controls, and safety measures for securing mobile homes or other nonpermanent or semipermanent works designed to protect against or mitigate the effects of an emergency.
  - (12) Coordination of the use of existing means of communications and supplementing communications resources and integrating them into a comprehensive State or State-federal telecommunications or other communications system or network.

- (13) Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies.
- (14) Serving as the lead State agency for the coordination of information and resources for hazard risk management, which shall include the following responsibilities:
  - a. Coordinating with other State agencies and county governments in conducting hazard risk analysis. To the extent another State agency has primary responsibility for the adoption of hazard mitigation standards, those standards shall be applied in conducting a hazard risk analysis.
  - b. Establishing and maintaining a hazard risk management information system and tools to display natural hazards and vulnerabilities and conducting risk assessment.
  - c. Acquiring and leveraging all natural hazard data generated or maintained by State agencies and county governments.
  - d. Acquiring and leveraging all vulnerability data generated or maintained by State agencies and county governments.
  - e. Maintaining a clearinghouse for methodologies and metrics for calculating and communicating hazard probability and loss estimation.
- (15) Utilizing and maintaining technology that enables efficient and effective communication and management of resources between political subdivisions, State agencies, and other governmental entities involved in emergency management activities.
- (16) Establishing and operating a 24-hour Operations Center to serve as a single point of contact for local governments to report the occurrence of emergency and disaster events and to coordinate local and State response assets.
- (17) Developing, maintaining, and implementing plans for response to any emergency occurring at a fixed nuclear power generating facility located in or near the borders of the State of North Carolina.
- (18) Maintaining the State Emergency Operations Center as the facility to house the State Emergency Response Team whenever it is activated for disaster response.
- (19) Serving as the agency responsible for the management of intrastate and interstate mutual aid planning, implementation, and resource procurement necessary for supporting emergency response and recovery.
- (20) Coordination with the Commissioner of Agriculture, or the Commissioner's designee, to amend or revise the North Carolina Emergency Operations Plan regarding agricultural matters. At a minimum, the revisions to the Plan shall provide for the following:
  - a. The examination and testing of animals that may have been exposed to a nuclear, biological, or chemical agent.
  - b. The appropriate conditions for quarantine and isolation of animals in order to prevent further transmission of disease. (1951, c. 1016, ss. 3, 9; 1953, c. 1099, s. 3; 1955, c. 387, ss. 2, 3, 5; 1957, c. 950, s. 5; 1975, c. 734, ss. 9, 10, 14, 16; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s.

2; 1995, c. 509, s. 124; 2001-214, s. 2; 2002-179, s. 12; 2009-192, s. 1; 2009-193, s. 3; 2009-196, s. 1; 2009-225, s. 1; 2011-145, s. 19.1(g); 2012-12, s. 1(b); 2012-90, ss. 11, 12.)

§ 66A-19.13: Reserved for future codification purposes.

§ 66A-19.14: Reserved for future codification purposes.

### Part 3. Local Emergency Management.

#### § 166A-19.15. County and municipal emergency management.

(a) **Governing Body of Counties Responsible for Emergency Management.** – The governing body of each county is responsible for emergency management within the geographical limits of such county. All emergency management efforts within the county will be coordinated by the county, including activities of the municipalities within the county.

(b) **Counties May Establish and Maintain Emergency Management Agencies.** – The governing body of each county is hereby authorized to establish and maintain an emergency management agency for the purposes contained in G.S. 166A-19.1. The governing body of each county which establishes an emergency management agency pursuant to this authorization shall appoint a coordinator who will have a direct responsibility for the organization, administration, and operation of the county program and will be subject to the direction and guidance of such governing body. In the event that any county fails to establish an emergency management agency, and the Governor, in the Governor's discretion, determines that a need exists for such an emergency management agency, then the Governor is hereby empowered to establish an emergency management agency within that county.

(c) **Municipalities May Establish and Maintain Emergency Management Agencies.** – All incorporated municipalities are authorized to establish and maintain emergency management agencies subject to coordination by the county.

(d) **Joint Agencies Authorized.** – Counties and incorporated municipalities are authorized to form joint emergency management agencies composed of a county and one or more municipalities within the county's borders, between two or more counties, or between two or more counties and one or more municipalities within the borders of those counties.

(e) **Local Appropriations Authorized.** – Each county and incorporated municipality in this State is authorized to make appropriations for the purposes of this Article and to fund them by levy of property taxes pursuant to G.S. 153A-149 and G.S. 160A-209 and by the allocation of other revenues, use of which is not otherwise restricted by law.

(f) **Additional Powers.** – In carrying out the provisions of this Article each political subdivision is authorized to do the following:

- (1) To appropriate and expend funds, make contracts, obtain and distribute equipment, materials, and supplies for emergency management purposes and to provide for the health and safety of persons and property, including emergency assistance, consistent with this Article.
- (2) To direct and coordinate the development of emergency management plans and programs in accordance with the policies and standards set by the Division, consistent with federal and State laws and regulations.
- (3) To assign and make available all available resources for emergency management purposes for service within or outside of the physical limits of the subdivision.

- (4) To delegate powers in a local state of emergency declared pursuant to G.S. 166A-19.22.
- (5) To coordinate the voluntary registration of functionally and medically fragile persons in need of assistance during an emergency either through a registry established by this subdivision or by the State. All records, data, information, correspondence, and communications relating to the registration of persons with special needs or of functionally and medically fragile persons obtained pursuant to this subdivision are confidential and are not a public record pursuant to G.S. 132-1 or any other applicable statute, except that this information shall be available to emergency response agencies, as determined by the local emergency management director. This information shall be used only for the purposes set forth in this subdivision.

(g) **County Eligibility for State and Federal Financial Assistance.** – Each county which establishes an emergency management agency pursuant to State standards and which meets requirements for local plans and programs may be eligible to receive State and federal financial assistance, including State and federal funding appropriated for emergency management planning and preparedness, and for the maintenance and operation of a county emergency management program. Such financial assistance is subject to an appropriation being made for this purpose. Where the appropriation does not allocate appropriated funds among counties, the amount allocated to each county shall be determined annually by the Division. The size of this allocation shall be based in part on the degree to which local plans and programs meet State standards and requirements promulgated by the Division, including those relating to professional competencies of local emergency management personnel. However, in making an allocation determination, the Division shall, where appropriate, take into account the fact that a particular county may lack sufficient resources to meet the standards and requirements promulgated by the Division. (1951, c. 1016, s. 6; 1953, c. 1099, s. 4; 1957, c. 950, s. 2; 1959, c. 337, s. 5; 1973, c. 620, s. 9; 1975, c. 734, ss. 12, 14, 16; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1995, c. 509, ss. 126, 127; 2009-196, s. 2; 2009-225, s. 2; 2012-12, s. 1(b).)

§ 166A-19.16: Reserved for future codification purposes.

§ 166A-19.17: Reserved for future codification purposes.

§ 166A-19.18: Reserved for future codification purposes.

§ 166A-19.19: Reserved for future codification purposes.

#### Part 4. Declarations of State of Emergency.

##### § 166A-19.20. **Gubernatorial or legislative declaration of state of emergency.**

(a) **Declaration.** – A state of emergency may be declared by the Governor or by a resolution of the General Assembly, if either of these finds that an emergency exists.

(b) **Emergency Area.** – An executive order or resolution declaring a state of emergency shall include a definition of the area constituting the emergency area.

(c) **Expiration of States of Emergency.** – A state of emergency declared pursuant to this section shall expire when it is rescinded by the authority that issued it.

(d) **Exercise of Powers Not Contingent on Declaration of Disaster Type.** – Once a state of emergency has been declared pursuant to this section, the fact that a declaration of disaster type

has not been issued shall not preclude the exercise of powers otherwise conferred during a state of emergency. (1951, c. 1016, s. 4; 1955, c. 387, s. 4; 1959, c. 284, s. 2; c. 337, s. 4; 1975, c. 734, ss. 11, 14; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1993, c. 321, s. 181(a); 1995, c. 509, s. 125; 2001-214, s. 3; 2011-145, s. 19.1(g); 2011-183, s. 127(c); 2012-12, s. 1(b).)

**§ 166A-19.21. Gubernatorial disaster declaration.**

(a) Preliminary Damage Assessment. – When a state of emergency is declared pursuant to G.S. 166A-19.20, the Secretary shall provide the Governor and the General Assembly with a preliminary damage assessment as soon as the assessment is available.

(b) Declaration of Disaster. – Upon receipt of a preliminary damage assessment, the Governor is authorized to issue a disaster declaration declaring the impact or anticipated impact of the emergency to constitute a disaster of one of the following types:

- (1) Type I disaster. – A Type I disaster may be declared by the Governor prior to, and independently of, any action taken by the Small Business Administration, the Federal Emergency Management Agency, or any other federal agency, if all of the following criteria are met:
    - a. A local state of emergency has been declared pursuant to G.S. 166A-19.22 and a written copy of the declaration has been forwarded to the Governor.
    - b. The preliminary damage assessment meets or exceeds the criteria established for the Small Business Administration Disaster Loan Program pursuant to 13 C.F.R. Part 123 or meets or exceeds the State infrastructure criteria set out in G.S. 166A-19.41(b)(2)a.
    - c. A major disaster declaration by the President of the United States pursuant to the Stafford Act has not been declared.
  - (2) Type II disaster. – A Type II disaster may be declared if the President of the United States has issued a major disaster declaration pursuant to the Stafford Act. The Governor may request federal disaster assistance under the Stafford Act without making a Type II disaster declaration.
  - (3) Type III disaster. – A Type III disaster may be declared if the President of the United States has issued a major disaster declaration under the Stafford Act and either of the following is true:
    - a. The preliminary damage assessment indicates that the extent of damage is reasonably expected to meet the threshold established for an increased federal share of disaster assistance under applicable federal law and regulations.
    - b. The preliminary damage assessment prompts the Governor to call a special session of the General Assembly to establish programs to meet the unmet needs of individuals, businesses, or political subdivisions affected by the emergency.
- (c) Expiration of Disaster Declarations. –
- (1) Expiration of Type I disaster declarations. – A Type I disaster declaration shall expire 60 days after its issuance unless renewed by the Governor or the General Assembly. Such renewals may be made in increments of 30 days each, not to exceed a total of 120 days from the date of first issuance. The Joint Legislative Commission on Governmental Operations shall be notified prior to the issuance of any renewal of a Type I disaster declaration.

- (2) Expiration of Type II disaster declarations. – A Type II disaster declaration shall expire twelve months after its issuance unless renewed by the Governor or the General Assembly. Such renewals may be made in increments of three months each. A Type II disaster declaration and any renewals of that declaration shall not exceed a total of 24 months. The Joint Legislative Commission on Governmental Operations shall be notified prior to the issuance of any renewal of a Type II disaster declaration.
- (3) Expiration of Type III disaster declarations. – A Type III disaster declaration shall expire 24 months after its issuance unless renewed by the General Assembly.
- (4) Expiration of disaster declarations declared prior to July 1, 2001. – Any state of disaster declared or proclaimed before July 1, 2001, irrespective of type, shall terminate by a declaration of the Governor or resolution of the General Assembly. A declaration or resolution declaring or terminating a state of disaster shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless the circumstances attendant upon the disaster prevent or impede, promptly filed with the Secretary, the Secretary of State, and the clerks of superior court in the area to which it applies.

(d) Effect of Disaster Declaration Expiration. – Expiration of a Type II or III disaster declaration shall not affect the State's obligations under federal-State agreements entered into prior to the expiration of the disaster declaration. (1951, c. 1016, s. 4; 1955, c. 387, s. 4; 1959, c. 284, s. 2; c. 337, s. 4; 1975, c. 734, ss. 11, 14; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1993, c. 321, s. 181(a); 1995, c. 509, s. 125; 2001-214, s. 3; 2011-145, s. 19.1(g); 2011-183, s. 127(c); 2012-12, s. 1(b); 2012-90, ss. 7, 8.)

**§ 166A-19.22. Municipal or county declaration of state of emergency.**

(a) Declaration. – A state of emergency may be declared by the governing body of a municipality or county, if either of these finds that an emergency exists. Authority to declare a state of emergency under this section may also be delegated by ordinance to the mayor of a municipality or to the chair of the board of county commissioners of a county.

(b) Emergency Area. – The emergency area shall be determined in accordance with the following:

- (1) Unless another subdivision of this subsection is applicable, the emergency area shall not exceed the area over which the municipality or county has jurisdiction to enact general police-power ordinances. The governing body declaring the state of emergency may declare that the emergency area includes part or all of the governing body's jurisdiction. Unless the governing body declaring the state of emergency provides otherwise, the emergency area includes this entire jurisdiction, subject to the limitations contained in the other subdivisions in this subsection.
- (2) The emergency area of a state of emergency declared by a county shall not include any area within the corporate limits of any municipality, or within any area of the county over which a municipality has jurisdiction to enact general police-power ordinances, unless the municipality's governing body or mayor consents to or requests the state of emergency's application. Such an extension may be with respect to one or more of the prohibitions and restrictions

imposed in that county pursuant to the authority granted in G.S. 166A-19.31 and need not be with respect to all prohibitions and restrictions authorized by that section.

- (3) The board of commissioners or chair of the board of commissioners of any county who has been requested to do so by a mayor may by declaration extend the emergency area of a state of emergency declared by a municipality to any area within the county in which the board or chair determines it to be necessary to assist in the controlling of the emergency within the municipality. The extension may be with respect to one or more of the prohibitions and restrictions imposed in that mayor's municipality pursuant to the authority granted in G.S. 166A-19.31 and need not be with respect to all prohibitions and restrictions authorized by that section. Extension of the emergency area pursuant to this subdivision shall be subject to the following additional limitations:

- a. The extension of the emergency area shall not include any area within the corporate limits of a municipality, or within any area of the county over which a municipality has jurisdiction to enact general police-power ordinances, unless the mayor or governing body of that other municipality consents to its application.
- b. A chair of a board of county commissioners extending the emergency area under the authority of this subdivision shall take reasonable steps to give notice of its terms to those likely to be affected.
- c. The chair of the board of commissioners shall declare the termination of any prohibitions and restrictions extended pursuant to this subdivision upon the earlier of the following:
  1. The chair's determination that they are no longer necessary.
  2. The determination of the board of county commissioners that they are no longer necessary.
  3. The termination of the prohibitions and restrictions within the municipality.
- d. The powers authorized under this subdivision may be exercised whether or not the county has enacted ordinances under the authority of G.S. 166A-19.31. Exercise of this authority shall not preclude the imposition of prohibitions and restrictions under any ordinances enacted by the county under the authority of G.S. 166A-19.31.

(c) Expiration of States of Emergency. – Unless an ordinance adopted pursuant to G.S. 166A-19.31 provides otherwise, a state of emergency declared pursuant to this section shall expire when it is terminated by the official or governing body that declared it.

(d) Effect of Declaration. – The declaration of a state of emergency pursuant to this section shall activate the local ordinances authorized in G.S. 166A-19.31 and any and all applicable local plans, mutual assistance compacts, and agreements and shall also authorize the furnishing of assistance thereunder. (Former G.S. 14-288.13: 1969, c. 869, s. 1; 1993, c. 539, s. 195; 1994, Ex. Sess., c. 24, s. 14(c). Former G.S. 14-288.14: 1969, c. 869, s. 1; 1993, c. 539, s. 196; 1994, Ex. Sess., c. 14, s. 7; c. 24, s. 14(c). Former G.S. 166A-8: 1951, c. 1016, s. 6; 1953, c. 1099, s. 4; 1957, c. 950, s. 2; 1959, c. 337, s. 5; 1973, c. 620, s. 9; 1975, c. 734, ss. 12, 14, 16; 1977, c. 848, s. 2; 2012-12, s. 1(b).)

**§ 166A-19.23. Excessive pricing prohibitions.**

A declaration issued pursuant to this Article shall trigger the prohibitions against excessive pricing during states of disaster, states of emergency, or abnormal market disruptions pursuant to G.S. 75-37 and G.S. 75-38. (2012-12, s. 1(b).)

**§ 166A-19.24:** Reserved for future codification purposes.

**§ 166A-19.25:** Reserved for future codification purposes.

**§ 166A-19.26:** Reserved for future codification purposes.

**§ 166A-19.27:** Reserved for future codification purposes.

**§ 166A-19.28:** Reserved for future codification purposes.

**§ 166A-19.29:** Reserved for future codification purposes.

Part 5. Additional Powers During States of Emergency.

**§ 166A-19.30. Additional powers of the Governor during state of emergency.**

(a) In addition to any other powers conferred upon the Governor by law, during a gubernatorially or legislatively declared state of emergency, the Governor shall have the following powers:

- (1) To utilize all available State resources as reasonably necessary to cope with an emergency, including the transfer and direction of personnel or functions of State agencies or units thereof for the purpose of performing or facilitating emergency services.
- (2) To take such action and give such directions to State and local law enforcement officers and agencies as may be reasonable and necessary for the purpose of securing compliance with the provisions of this Article and with the orders, rules, and regulations made pursuant thereto.
- (3) To take steps to assure that measures, including the installation of public utilities, are taken when necessary to qualify for temporary housing assistance from the federal government when that assistance is required to protect the public health, welfare, and safety.
- (4) Subject to the provisions of the State Constitution to relieve any public official having administrative responsibilities under this Article of such responsibilities for willful failure to obey an order, rule, or regulation adopted pursuant to this Article.

(b) During a gubernatorially or legislatively declared state of emergency, with the concurrence of the Council of State, the Governor has the following powers:

- (1) To direct and compel the evacuation of all or part of the population from any stricken or threatened area within the State, to prescribe routes, modes of transportation, and destinations in connection with evacuation; and to control ingress and egress of an emergency area, the movement of persons within the area, and the occupancy of premises therein.

- (2) To establish a system of economic controls over all resources, materials, and services to include food, clothing, shelter, fuel, rents, and wages, including the administration and enforcement of any rationing, price freezing, or similar federal order or regulation.
- (3) To regulate and control the flow of vehicular and pedestrian traffic, the congregation of persons in public places or buildings, lights and noises of all kinds, and the maintenance, extension, and operation of public utility and transportation services and facilities.
- (4) To waive a provision of any regulation or ordinance of a State agency or a political subdivision which restricts the immediate relief of human suffering.
- (5) To perform and exercise such other functions, powers, and duties as are necessary to promote and secure the safety and protection of the civilian population.
- (6) To appoint or remove an executive head of any State agency or institution, the executive head of which is regularly selected by a State board or commission.
  - a. Such an acting executive head will serve during the following:
    1. The physical or mental incapacity of the regular office holder, as determined by the Governor after such inquiry as the Governor deems appropriate.
    2. The continued absence of the regular holder of the office.
    3. A vacancy in the office pending selection of a new executive head.
  - b. An acting executive head of a State agency or institution appointed in accordance with this subdivision may perform any act and exercise any power which a regularly selected holder of such office could lawfully perform and exercise.
  - c. All powers granted to an acting executive head of a State agency or institution under this section shall expire immediately:
    1. Upon the termination of the incapacity as determined by the Governor of the officer in whose stead the Governor acts;
    2. Upon the return of the officer in whose stead the Governor acts; or
    3. Upon the selection and qualification of a person to serve for the unexpired term, or the selection of an acting executive head of the agency or institution by the board or commission authorized to make such selection, and the person's qualification.
- (7) To procure, by purchase, condemnation, seizure, or by other means to construct, lease, transport, store, maintain, renovate, or distribute materials and facilities for emergency management without regard to the limitation of any existing law.

(c) In addition to any other powers conferred upon the Governor by law, during a gubernatorially or legislatively declared state of emergency, if the Governor determines that local control of the emergency is insufficient to assure adequate protection for lives and property because (i) needed control cannot be imposed locally because local authorities responsible for preservation of the public peace have not enacted appropriate ordinances or issued appropriate

declarations as authorized by G.S. 166A-19.31; (ii) local authorities have not taken implementing steps under such ordinances or declarations, if enacted or declared, for effectual control of the emergency that has arisen; (iii) the area in which the emergency exists has spread across local jurisdictional boundaries, and the legal control measures of the jurisdictions are conflicting or uncoordinated to the extent that efforts to protect life and property are, or unquestionably will be, severely hampered; or (iv) the scale of the emergency is so great that it exceeds the capability of local authorities to cope with it, the Governor has the following powers:

- (1) To impose by declaration prohibitions and restrictions in the emergency area. These prohibitions and restrictions may, in the Governor's discretion, as appropriate to deal with the emergency, impose any of the types of prohibitions and restrictions enumerated in G.S. 166A-19.31(b), and may amend or rescind any prohibitions and restrictions imposed by local authorities. Prohibitions and restrictions imposed pursuant to this subdivision shall take effect in accordance with the provisions of G.S. 166A-19.31(d) and shall expire upon the earliest occurrence of either of the following: (i) the prohibition or restriction is terminated by the Governor or (ii) the state of emergency is terminated.
- (2) Give to all participating State and local agencies and officers such directions as may be necessary to assure coordination among them. These directions may include the designation of the officer or agency responsible for directing and controlling the participation of all public agencies and officers in the emergency. The Governor may make this designation in any manner which, in the Governor's discretion, seems most likely to be effective. Any law enforcement officer participating in the control of a state of emergency in which the Governor is exercising control under this section shall have the same power and authority as a sheriff throughout the territory to which the law enforcement officer is assigned.

(d) Violation. – Any person who violates any provision of a declaration or executive order issued pursuant to this section shall be guilty of a Class 2 misdemeanor in accordance with G.S. 14-288.20A. (Former G.S. 14-288.15: 1969, c. 869, s. 1; 1993, c. 539, s. 197; 1994, Ex. Sess., c. 24, s. 14(c). Former G.S. 166A-6: 1951, c. 1016, s. 4; 1955, c. 387, s. 4; 1959, c. 284, s. 2; c. 337, s. 4; 1975, c. 734, ss. 11, 14; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1993, c. 321, s. 181(a); 1995, c. 509, s. 125; 2001-214, s. 3; 2011-145, s. 19.1(g); 2011-183, s. 127(c); 2012-90, s. 1; 2012-12, s. 1(b).)

**§ 166A-19.31. Power of municipalities and counties to enact ordinances to deal with states of emergency.**

(a) Authority to Enact Prohibitions and Restrictions. – The governing body of any municipality or county may enact ordinances designed to permit the imposition of prohibitions and restrictions within the emergency area during a state of emergency declared pursuant to G.S. 166A-19.22. Authority to impose by declaration prohibitions and restrictions under this section, and to impose those prohibitions and restrictions at a particular time as appropriate, may be delegated by ordinance to the mayor of a municipality or to the chair of the board of county commissioners of a county.

(b) Type of Prohibitions and Restrictions Authorized. – The ordinances authorized by this section may permit prohibitions and restrictions:

- (1) Of movements of people in public places, including imposing a curfew; directing and compelling the voluntary or mandatory evacuation of all or part of the population from any stricken or threatened area within the governing body's jurisdiction; prescribing routes, modes of transportation, and destinations in connection with evacuation; and controlling ingress and egress of an emergency area, and the movement of persons within the area.
- (2) Of the operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate.
- (3) Upon the possession, transportation, sale, purchase, and consumption of alcoholic beverages.
- (4) Upon the possession, transportation, sale, purchase, storage, and use of gasoline, and dangerous weapons and substances, except that this subdivision does not authorize prohibitions or restrictions on lawfully possessed firearms or ammunition. As used in this subdivision, the term "dangerous weapons and substances" has the same meaning as it does under G.S. 14-288.1. As used in this subdivision, the term "firearm" has the same meaning as it does under G.S. 14-409.39(2).
- (5) Upon other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency.

The ordinances authorized by this section need not require or provide for the imposition of all of the types of prohibitions or restrictions, or any particular prohibition or restriction, authorized by this section during an emergency but may instead authorize the official or officials who impose those prohibitions or restrictions to determine and impose the prohibitions or restrictions deemed necessary or suitable to a particular state of emergency.

(c) When Ordinances Take Effect. – Notwithstanding any other provision of law, whether general or special, relating to the promulgation or publication of ordinances by any municipality or county, upon the declaration of a state of emergency by the mayor or chair of the board of county commissioners within the municipality or the county, any ordinance enacted under the authority of this section shall take effect immediately unless the ordinance sets a later time. If the effect of this section is to cause an ordinance to go into effect sooner than it otherwise could under the law applicable to the municipality or county, the mayor or chair of the board of county commissioners, as the case may be, shall take steps to cause reports of the substance of the ordinance to be disseminated in a fashion that its substance will likely be communicated to the public in general, or to those who may be particularly affected by the ordinance if it does not affect the public generally. As soon as practicable thereafter, appropriate distribution or publication of the full text of any such ordinance shall be made.

(d) When Prohibitions and Restrictions Take Effect. – All prohibitions and restrictions imposed by declaration pursuant to ordinances adopted under this section shall take effect in the emergency area immediately upon publication of the declaration unless the declaration sets a later time. For the purpose of requiring compliance, publication may consist of reports of the substance of the prohibitions and restrictions in the mass communications media serving the emergency area or other effective methods of disseminating the necessary information quickly. As soon as practicable, however, appropriate distribution of the full text of any declaration shall be made. This subsection shall not be governed by the provisions of G.S. 1-597.

(e) Expiration of Prohibitions and Restrictions. – Prohibitions and restrictions imposed pursuant to this section shall expire upon the earliest occurrence of any of the following:

- (1) The prohibition or restriction is terminated by the official or entity that imposed the prohibition or restriction.
- (2) The state of emergency terminates.

(f) Intent to Supplement Other Authority. – This section is intended to supplement and confirm the powers conferred by G.S. 153A-121(a), G.S. 160A-174(a), and all other general and local laws authorizing municipalities and counties to enact ordinances for the protection of the public health and safety in times of riot or other grave civil disturbance or emergency.

(g) Previously Enacted Ordinances Remain in Effect. – Any ordinance of a type authorized by this section promulgated prior to October 1, 2012, if otherwise valid, continue in full force and effect without reenactment.

(h) Violation. – Any person who violates any provision of an ordinance or a declaration enacted or declared pursuant to this section shall be guilty of a Class 2 misdemeanor in accordance with G.S. 14-288.20A. (Former G.S. 14-288.12: 1969, c. 869, s. 1; 1981, c. 412, s. 4(4); c. 747, s. 66; 1989, c. 770, s. 2; 1993, c. 539, s. 194; 1994, Ex. Sess., c. 24, s. 14(c); 2009-146, s. 1. Former G.S. 14-288.13: 1969, c. 869, s. 1; 1993, c. 539, s. 195; 1994, Ex. Sess., c. 24, s. 14(c). Former G.S. 14-288.16: 1969, c. 869, s. 1. Former G.S. 14-288.17: 1969, c. 869, s. 1. 2012-12, s. 1(b).)

§ 166A-19.32: Reserved for future codification purposes.

§ 166A-19.33: Reserved for future codification purposes.

§ 166A-19.34: Reserved for future codification purposes.

§ 166A-19.35: Reserved for future codification purposes.

§ 166A-19.36: Reserved for future codification purposes.

§ 166A-19.37: Reserved for future codification purposes.

§ 166A-19.38: Reserved for future codification purposes.

§ 166A-19.39: Reserved for future codification purposes.

#### Part 6. Funding of Emergency Preparedness and Response.

##### § 166A-19.40. Use of contingency and emergency funds.

(a) Use of Funds for Relief and Assistance. – The Governor may use contingency and emergency funds as necessary and appropriate to provide relief and assistance from the effects of an emergency and may reallocate such other funds as may reasonably be available within the appropriations of the various departments when the severity and magnitude of the emergency so requires and the contingency and emergency funds are insufficient or inappropriate.

(b) Use of Funds for National Guard Training. – In preparation for a state of emergency, with the concurrence of the Council of State, the Governor may use contingency and emergency funds as necessary and appropriate for National Guard training in preparation for emergencies. (Former G.S. 166A-5: 1951, c. 1016, ss. 3, 9; 1953, c. 1099, s. 3; 1955, c. 387, ss. 2, 3, 5; 1957,

c. 950, s. 5; 1975, c. 734, ss. 9, 10, 14, 16; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1995, c. 509, s. 124; 2001-214, s. 2; 2002-179, s. 12; 2009-192, s. 1; 2009-193, s. 3; 2009-196, s. 1; 2009-225, s. 1; 2011-145, s. 19.1(g). Former G.S. 166A-6: 1951, c. 1016, s. 4; 1955, c. 387, s. 4; 1959, c. 284, s. 2; c. 337, s. 4; 1975, c. 734, ss. 11, 14; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1993, c. 321, s. 181(a); 1995, c. 509, s. 125; 2001-214, s. 3; 2011-145, s. 19.1(g); 2011-183, s. 127(c); 2012-12, s. 1(b).)

**§ 166A-19.41. State emergency assistance funds.**

(a) Governor May Make Funds Available for Emergency Assistance. – In the event of a gubernatorially or legislatively declared state of emergency, the Governor may make State funds available for emergency assistance as authorized by this section. Any State funds made available by the Governor for emergency assistance may be administered through State emergency assistance programs which may be established by the Governor upon the declaration of a state of emergency. It is the intent of the General Assembly in authorizing the Governor to make State funds available for emergency assistance and in authorizing the Governor to establish State emergency assistance programs to provide State assistance for recovery from those emergencies for which federal assistance under the Stafford Act is either not available or does not adequately meet the needs of the citizens of the State in the emergency area.

(b) Emergency Assistance in a Type I Disaster. – In the event that a Type I disaster is declared, the Governor may make State funds available for emergency assistance in the emergency area in the form of individual assistance and public assistance as provided in this subsection.

(1) Individual assistance. – State emergency assistance in the form of grants to individuals and families may be made available when damage meets or exceeds the criteria set out in 13 C.F.R. Part 123 for the Small Business Administration Disaster Loan Program. Individual assistance grants shall include benefits comparable to those provided by the Stafford Act and may be provided for the following:

- a. Provision of temporary housing and rental assistance.
- b. Repair or replacement of dwellings. Grants for repair or replacement of housing may include amounts necessary to locate the individual or family in safe, decent, and sanitary housing.
- c. Replacement of personal property (including clothing, tools, and equipment).
- d. Repair or replacement of privately owned vehicles.
- e. Medical or dental expenses.
- f. Funeral or burial expenses resulting from the emergency.
- g. Funding for the cost of the first year's flood insurance premium to meet the requirements of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. § 4001, et seq.

(2) Public assistance. – State emergency assistance in the form of public assistance grants may be made available to eligible entities located within the emergency area on the following terms and conditions:

- a. Eligible entities shall meet the following qualifications:
  1. The eligible entity suffers a minimum of ten thousand dollars (\$10,000) in uninsurable losses.

2. The eligible entity suffers uninsurable losses in an amount equal to or exceeding one percent (1%) of the annual operating budget.
  3. For a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act.
  4. For a state of emergency declared pursuant to G.S. 166A-19.20(a), after August 1, 2002, the eligible entity shall be participating in the National Flood Insurance Program in order to receive public assistance for flooding damage.
- b. Eligible entities shall be required to provide non-State matching funds equal to twenty-five percent (25%) of the eligible costs of the public assistance grant.
  - c. An eligible entity that receives a public assistance grant pursuant to this subsection may use the grant for the following purposes only:
    1. Debris clearance.
    2. Emergency protective measures.
    3. Roads and bridges.
    4. Crisis counseling.
    5. Assistance with public transportation needs.

(c) Emergency Assistance in a Type II Disaster. – If a Type II disaster is declared, the Governor may make State funds available for emergency assistance in the emergency area in the form of the following types of grants:

- (1) State Acquisition and Relocation Funds.
- (2) Supplemental repair and replacement housing grants available to individuals or families in an amount necessary to locate the individual or family in safe, decent, and sanitary housing, not to exceed twenty-five thousand dollars (\$25,000) per family.

(d) Emergency Assistance in a Type III Disaster. – If a Type III disaster is declared, the Governor may make State funds available for emergency assistance in the emergency area in the form of the following types of grants:

- (1) State Acquisition and Relocation Funds.
- (2) Supplemental repair and replacement housing grants available to individuals or families in an amount necessary to locate the individual or family in safe, decent, and sanitary housing, not to exceed twenty-five thousand dollars (\$25,000) per family.
- (3) Any programs authorized by the General Assembly. (2001-214, s. 4; 2001-487, s. 98; 2002-24, s. 1; 2002-159, s. 57.5; 2006-66, s. 6.5(a); 2012-12, s. 1(b).)

**§ 166A-19.42. State Emergency Response Account.**

(a) Account Established. – There is established a State Emergency Response Account as a reserve in the General Fund. Any funds appropriated to the Account shall remain available for expenditure as provided by this section, unless directed otherwise by the General Assembly.

(b) Use of Funds. – The Governor may spend funds from the Account for the following purposes:

- (1) To cover the start-up costs of State Emergency Response Team operations for an emergency that poses an imminent threat of a Type I, Type II, or Type III disaster.
- (2) To cover the cost of first responders to a Type I, Type II, or Type III disaster and any related supplies and equipment needed by first responders that are not provided for under subdivision (1) of this subsection.

All other types of emergency assistance authorized by this Part shall continue to be financed by the funds made available under G.S. 166A-19.41.

(c) Reporting Requirement. – The Governor shall report to the Joint Legislative Commission on Governmental Operations and to the Chairs of the Appropriations Committees of the Senate and House of Representatives on any expenditures from the State Emergency Response Account no later than 30 days after making the expenditure. The report shall include a description of the emergency and type of action taken. (2006-66, s. 6.5(b); 2012-12, s. 1(b).)

§ 166A-19.43: Reserved for future codification purposes.

§ 166A-19.44: Reserved for future codification purposes.

§ 166A-19.45: Reserved for future codification purposes.

§ 166A-19.46: Reserved for future codification purposes.

§ 166A-19.47: Reserved for future codification purposes.

§ 166A-19.48: Reserved for future codification purposes.

§ 166A-19.49: Reserved for future codification purposes.

§ 166A-19.50: Reserved for future codification purposes.

§ 166A-19.51: Reserved for future codification purposes.

§ 166A-19.52: Reserved for future codification purposes.

§ 166A-19.53: Reserved for future codification purposes.

§ 166A-19.54: Reserved for future codification purposes.

§ 166A-19.55: Reserved for future codification purposes.

§ 166A-19.56: Reserved for future codification purposes.

§ 166A-19.57: Reserved for future codification purposes.

§ 166A-19.58: Reserved for future codification purposes.

§ 166A-19.59: Reserved for future codification purposes.

Part 7. Immunity and Liability.

§ 166A-19.60. Immunity and exemption.

(a) Generally. – All functions hereunder and all other activities relating to emergency management as provided for in this Chapter or elsewhere in the General Statutes are hereby declared to be governmental functions. Neither the State nor any political subdivision thereof, nor, except in cases of willful misconduct, gross negligence, or bad faith, any emergency management worker, firm, partnership, association, or corporation complying with or reasonably attempting to comply with this Article or any order, rule, or regulation promulgated pursuant to the provisions of this Article or pursuant to any ordinance relating to any emergency management measures enacted by any political subdivision of the State, shall be liable for the death of or injury to persons, or for damage to property as a result of any such activity.

(b) Immunity. – The immunity provided to firms, partnerships, associations, or corporations, under subsection (a) of this section, is subject to all of the following conditions:

- (1) The immunity applies only when the firm, partnership, association, or corporation is acting without compensation or with compensation limited to no more than actual expenses and one of the following applies:
  - a. Emergency management services are provided at any place in this State during a state of emergency declared by the Governor or General Assembly pursuant to this Article, and the services are provided under the direction and control of the Secretary pursuant to G.S. 166A-19.10, 166A-19.11, 166A-19.12, 166A-19.20, 166A-19.30, and 143B-602, or the Governor.
  - b. Emergency management services are provided during a state of emergency declared pursuant to G.S. 166A-19.22, and the services are provided under the direction and control of the governing body of a municipality or county under G.S. 166A-19.31, or the chair of a board of county commissioners under G.S. 166A-19.22(b)(3).
  - c. The firm, partnership, association, or corporation is engaged in planning, preparation, training, or exercises with the Division, the Division of Public Health, or the governing body of each county or municipality under G.S. 166A-19.15 related to the performance of emergency management services or measures.
- (2) The immunity shall not apply to any firm, partnership, association, or corporation, or to any employee or agent thereof, whose act or omission caused in whole or in part the actual or imminent emergency or whose act or omission necessitated emergency management measures.
- (3) To the extent that any firm, partnership, association, or corporation has liability insurance, that firm, partnership, association, or corporation shall be deemed to have waived the immunity to the extent of the indemnification by insurance for its negligence. An insurer shall not under a contract of insurance exclude from liability coverage the acts or omissions of a firm, partnership, association, or corporation for which the firm, partnership, association, or corporation would only be liable to the extent indemnified by insurance as provided by this subdivision.

(c) No Effect on Benefits. – The rights of any person to receive benefits to which the person would otherwise be entitled under this Article or under the Workers' Compensation Law or under any pension law and the right of any such person to receive any benefits or compensation under any act of Congress shall not be affected by performance of emergency management functions.

(d) License Requirements Suspended. – Any requirement for a license to practice any professional, mechanical, or other skill shall not apply to any authorized emergency management worker who shall, in the course of performing the worker's duties as such, practice such professional, mechanical, or other skill during a state of emergency.

(e) Definition of Emergency Management Worker. – As used in this section, the term "emergency management worker" shall include any full or part-time paid, volunteer, or auxiliary employee of this State or other states, territories, possessions, or the District of Columbia, of the federal government or any neighboring country or of any political subdivision thereof, or of any agency or organization performing emergency management services at any place in this State, subject to the order or control of or pursuant to a request of the State government or any political subdivision thereof. The term "emergency management worker" under this section shall also include any health care worker performing health care services as a member of a hospital-based or county-based State Medical Assistance Team designated by the North Carolina Office of Emergency Medical Services and any person performing emergency health care services under G.S. 90-12.2.

(f) Powers of Individuals Operating Pursuant to Mutual Aid Agreements. – Any emergency management worker, as defined in this section, performing emergency management services at any place in this State pursuant to agreements, compacts, or arrangements for mutual aid and assistance to which the State or a political subdivision thereof is a party, shall possess the same powers, duties, immunities, and privileges the person would ordinarily possess if performing duties in the State, or political subdivision thereof, in which normally employed or rendering services. (1957, c. 950, s. 4; 1975, c. 734, s. 14; 1977, c. 848, s. 2; 1979, c. 714, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1995, c. 509, ss. 130, 131; 2002-179, s. 20(b); 2006-81, s. 1; 2008-200, s. 1; 2009-146, s. 2; 2011-145, s. 19.1(g), (hhh); 2012-12, s. 1(b).)

#### **§ 166A-19.61. No private liability.**

Any person, firm, or corporation, together with any successors in interest, if any, owning or controlling real or personal property who, voluntarily or involuntarily, knowingly or unknowingly, with or without compensation, grants a license or privilege or otherwise permits or allows the designation or use of the whole or any part or parts of such real or personal property for the purpose of activities or functions relating to emergency management as provided for in this Chapter or elsewhere in the General Statutes shall not be civilly liable for the death of or injury to any person or the loss of or damage to the property of any persons where such death, injury, loss, or damage resulted from, through, or because of the use of the said real or personal property for any of the above purposes, provided that the use of said property is subject to the order or control of or pursuant to a request of the State government or any political subdivision thereof. (1957, c. 950, s. 3; 1977, c. 848, s. 2; 2012-12, s. 1(b); 2012-90, s. 9.)

#### **§ 166A-19.62. Civil liability of persons who willfully ignore a warning in an emergency.**

In an emergency, a person who willfully ignores a warning regarding personal safety issued by a federal, State, or local law enforcement agency, emergency management agency, or other governmental agency responsible for emergency management under this Article is civilly liable

for the cost of a rescue effort to any governmental agency or nonprofit agency cooperating with a governmental agency conducting a rescue on the endangered person's behalf if all of the following are true:

- (1) The person ignores the warning and (i) engages in an activity or course of action that a reasonable person would not pursue or (ii) fails to take a course of action that a reasonable person would pursue.
- (2) As a result of ignoring the warning, the person places himself or herself or another in danger.
- (3) A governmental rescue effort is undertaken on the endangered person's behalf. (1997-232, s. 1; 2012-12, s. 1(b).)

§ 166A-19.63: Reserved for future codification purposes.

§ 166A-19.64: Reserved for future codification purposes.

§ 166A-19.65: Reserved for future codification purposes.

§ 166A-19.66: Reserved for future codification purposes.

§ 166A-19.67: Reserved for future codification purposes.

§ 166A-19.68: Reserved for future codification purposes.

§ 166A-19.69: Reserved for future codification purposes.

#### Part 8. Miscellaneous Provisions.

**§ 166A-19.70. Ensuring availability of emergency supplies and utility services.**

(a) Executive Order. – In addition to any other powers conferred on the Governor by law, whenever a curfew has been imposed, the Governor may declare by executive order that the health, safety, or economic well-being of persons or property in this State require that persons transporting essentials in commerce to the curfew area, or assisting in ensuring their availability, and persons assisting in restoring utility services, be allowed to enter or remain in areas from which they would otherwise be excluded for the limited purpose of delivering the essentials, assisting in ensuring their availability, or assisting in restoring utility services.

(b) Maximum Hours of Service Waiver. – As part of an executive order issued pursuant to subsection (a) of this section, or independently of such an order, the Governor may declare by executive order that the health, safety, or economic well-being of persons or property in this State require that the maximum hours of service prescribed by the Department of Public Safety pursuant to G.S. 20-381 and similar rules be waived for persons transporting essentials or assisting in the restoration of utility services.

(c) Certification System. – The Secretary shall develop a system pursuant to which a person who transports essentials in commerce, or assists in ensuring their availability, and persons who assist in the restoring of utility services can be certified as such. The certification system shall allow for both preemergency declaration and postemergency declaration certification and may include an annually renewable precertification. The Secretary shall only allow those who routinely transport or distribute essentials or assist in the restoring of utility services to be certified. A certification of the employer shall constitute a certification of the

employer's employees. The Secretary shall create an easily recognizable indicium of certification in order to assist local officials' efforts to determine which persons have received certification by the system established under this subsection.

(d) Presence in Curfew Area Permitted. – Notwithstanding the existence of any curfew, a person who is certified pursuant to the system established under subsection (c) of this section shall be allowed to enter or remain in the curfew area for the limited purpose of delivering or assisting in the distribution of essentials or assisting in the restoration of utility services and shall be allowed to provide service that exceeds otherwise applicable hours of service maximums, to the extent authorized by an executive order executed pursuant to subsection (a) of this section. Nothing in this section prohibits law enforcement or other local officials from specifying the permissible route of ingress or egress for persons with certifications.

(e) Abnormal Market Disruptions with Respect to Petroleum. – If the Governor declares the existence of an abnormal market disruption with respect to petroleum pursuant to G.S. 75-38(f), the Governor shall contemporaneously seek all applicable waivers under the federal Clean Air Act, 42 U.S.C. § 7401, et seq., and any other applicable federal law to facilitate the transportation of fuel within this State in order to address or prevent a fuel supply emergency in this State. Waiver requests shall be directed to the appropriate federal agencies and shall seek waivers of the following:

- (1) The Reformulated Gasoline requirements throughout the State.
  - (2) The Federal and State Implementation Plan summertime gasoline requirements (low RVP) throughout the State.
  - (3) Any other waiver that will, if obtained, facilitate the transportation of fuel within this State.
- (f) Definitions. – The following definitions apply in this section:
- (1) Curfew. – Any restriction on ingress and egress to the emergency area of a state of emergency or any restriction on the movement of persons within such an area.
  - (2) Curfew area. – The area that is subject to a curfew.
  - (3) Essentials. – Any goods that are consumed or used as a direct result of an emergency or which are consumed or used to preserve, protect, or sustain life, health, safety, or economic well-being of persons or their property. The Secretary shall determine what goods constitute essentials for purposes of this section. (2001-214, s. 4; 2001-487, s. 98; 2002-24, s. 1; 2002-159, s. 57.5; 2006-66, s. 6.5(a); 2012-12, s. 1(b).)

#### **§ 166A-19.71. Accept services, gifts, grants, and loans.**

Whenever the federal government or any agency or officer thereof or of any person, firm, or corporation shall offer to the State, or through the State to any political subdivision thereof, services, equipment, supplies, materials, or funds by way of gift, grant, or loan, for emergency management purposes, the State acting through the Governor, or such political subdivision, acting with the consent of the Governor and through its governing body, may accept such offer. Upon such acceptance the Governor of the State or governing body of such political subdivision may authorize any officer of the State or of the political subdivision, as the case may be, to receive such services, equipment, supplies, materials, or funds on behalf of the State or of such political subdivision, and subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. (1951, c. 1016, s. 8; 1973, c. 803, s. 45; 1975, c. 19, s. 72; c. 734, ss. 13, 14; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 2012-12, s. 1(b).)

**§ 166A-19.72. Establishment of mutual aid agreements.**

(a) Governor Authorized to Enter Agreements with Other States and Federal Government. – The Governor may establish mutual aid agreements with other states and with the federal government provided that any special agreements so negotiated are within the Governor's authority.

(b) Governor Authorized to Enter Agreements with Political Subdivisions. – The Governor may establish mutual aid agreements with political subdivisions in the State with the concurrence of the subdivision's governing body.

(c) Political Subdivisions Authorized to Enter Agreements with Other Political Subdivisions. – The chief executive of each political subdivision, with the concurrence of the subdivision's governing body, may develop mutual aid agreements for reciprocal emergency management aid and assistance. Such agreements shall be consistent with the State emergency management program and plans.

(d) Political Subdivisions Authorized to Enter Agreements with Political Subdivisions in Other States. – The chief executive officer of each political subdivision, with the concurrence of the governing body and subject to the approval of the Governor, may enter into mutual aid agreements with local chief executive officers in other states for reciprocal emergency management aid and assistance. These agreements shall be consistent with the State emergency management program and plans.

(e) Terms of Agreements. – Mutual aid agreements may include, but are not limited to, the furnishing or exchange of such supplies, equipment, facilities, personnel, and services as may be needed; the reimbursement of costs and expenses for equipment, supplies, personnel, and similar items; and on such terms and conditions as deemed necessary. (1951, c. 1016, s. 7; 1975, c. 734, ss. 14, 16; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 2009-194, s. 1; 2012-12, s. 1(b).)

**§ 166A-19.73. Compensation.**

(a) Extent of Compensation. – Compensation for services or for the taking or use of property shall be only to the extent that legal obligations of individual citizens are exceeded in a particular case and then only to the extent that the claimant has not been deemed to have volunteered his services or property without compensation.

(b) Limitation; Basis of Compensation. – Compensation for property shall be only if the property was commandeered, seized, taken, condemned, or otherwise used in coping with an emergency and this action was ordered by the Governor. The State shall make compensation for the property so seized, taken, or condemned on the following basis:

- (1) In case property is taken for temporary use, the Governor, within 30 days of the taking, shall fix the amount of compensation to be paid for such damage or failure to return. Whenever the Governor shall deem it advisable for the State to take title to property taken under this section, the Governor shall forthwith cause the owner of such property to be notified thereof in writing by registered mail, postage prepaid, or by the best means available, and forthwith cause to be filed a copy of said notice with the Secretary of State.
- (2) If the person entitled to receive the amounts so determined by the Governor as just compensation is unwilling to accept the same as full and complete compensation for such property or the use thereof, the person shall be paid seventy-five percent (75%) of such amount and shall be entitled to recover

from the State of North Carolina in an action brought in the superior court in the county of residence of claimant, or in Wake County, in the same manner as other condemnation claims are brought, within three years after the date of the Governor's award. (1977, c. 848, s. 2; 2012-12, s. 1(b).)

**§ 166A-19.74. Nondiscrimination in emergency management.**

State and local governmental bodies and other organizations and personnel who carry out emergency management functions under the provisions of this Article are required to do so in an equitable and impartial manner. Such State and local governmental bodies, organizations, and personnel shall not discriminate on the grounds of race, color, religion, nationality, sex, age, or economic status in the distribution of supplies, the processing of applications, and other relief and assistance activities. (1975, c. 734, s. 3; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1995, c. 509, s. 128; 2012-12, s. 1(b).)

**§ 166A-19.75. Emergency management personnel.**

(a) Limitation. – No person shall be employed or associated in any capacity in any emergency management agency established under this Article if that person does or has done any of the following:

- (1) Advocates or has advocated a change by force or violence in the constitutional form of the Government of the United States or in this State.
- (2) Advocates or has advocated the overthrow of any government in the United States by force or violence.
- (3) Has been convicted of any subversive act against the United States.
- (4) Is under indictment or information charging any subversive act against the United States.
- (5) Has ever been a member of the Communist Party.

(b) Oath. – Each person who is appointed to serve in any emergency management agency shall, before entering upon the person's duties, take a written oath before a person authorized to administer oaths in this State, which oath shall be substantially as follows:

"I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of North Carolina, against all enemies, foreign and domestic; and that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I, nor have I ever knowingly been, a member of any political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence; and that during such time as I am a member of the State Emergency Management Agency I will not advocate nor become a member of any political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence, so help me God."

(c) No Violation of Dual Office Holding Prohibition. – No position created by or pursuant to this Article shall be deemed an office within the meaning of Section 9 of Article 6 of the North Carolina Constitution. (1951, c. 1016, s. 10; 1975, c. 734, ss. 14, 16; 1977, c. 848, s. 2; 1979, 2nd Sess., c. 1310, s. 2; 1995, c. 509, s. 129; 2012-12, s. 1(b).)

**§ 166A-19.76. Leave options for voluntary firefighters, rescue squad workers, and emergency medical service personnel called into service.**

(a) Leave Without Pay. – A member of a volunteer fire department, rescue squad, or emergency medical services agency called into service of the State after a declaration of a state of emergency by the Governor or by the General Assembly, or upon the activation of the State Emergency Response Team in response to an emergency, shall have the right to take leave without pay from his or her civilian employment. No member of a volunteer fire department, rescue squad, or emergency medical services agency shall be forced to use or exhaust his or her vacation or other accrued leave from his or her civilian employment for a period of active service. The choice of leave shall be solely within the discretion of the member.

(b) Request in Writing Required. – For the volunteer member to be entitled to take leave without pay pursuant to this section, his or her services shall be requested in writing by the Director of the Division or by the head of a local emergency management agency. The request shall be directed to the Chief of the member's volunteer fire department, rescue squad, or emergency medical services agency, and a copy shall be provided to the member's employer. This section shall not apply to those members whose services have been certified by their employer to the Director of the Division, or to the head of a local emergency management agency, as essential to the employer's own ongoing emergency relief activities.

(c) Definition of an Emergency Requiring Activation of the State Emergency Response Team. – For purposes of this section, an emergency requiring the activation of the State Emergency Response Team means an emergency at Activation Level 2 or greater according to the North Carolina State Emergency Operations Plan of November 2002. Activation Level 2 requires the State Emergency Operations Center to be fully activated with 24-hour staffing from all State Emergency Response Team members.

(d) Enforcement. – The Commissioner of Labor shall enforce the provisions of this section pursuant to Chapter 95 of the General Statutes. (2003-103, s. 1; 2012-12, s. 1(b).)

**§ 166A-19.77. Division of Forest Resources designated as emergency response agency.**

The Division of Forest Resources of the Department of Agriculture and Consumer Services is designated an emergency response agency of the State of North Carolina for purposes of the following:

- (1) Supporting the Division in responding to all-risk incidents.
- (2) Receipt of any applicable State or federal funding.
- (3) Training of other State and local agencies in emergency management.
- (4) Any other emergency response roles for which the Division has special training or qualifications. (2005-128, s. 1; 2011-145, ss. 13.25(ww), 19.1(g); 2012-12, s. 1(b).)

**§ 166A-19.78. Governor's power to order evacuation of public building.**

When it is determined by the Governor that a great public crisis, disaster, riot, catastrophe, or any other similar public emergency exists, or the occurrence of any such condition is imminent, and, in the Governor's opinion it is necessary to evacuate any building owned or controlled by any department, agency, institution, school, college, board, division, commission, or subdivision of the State in order to maintain public order and safety or to afford adequate protection for lives or property, the Governor is hereby authorized to issue an order of evacuation directing all persons within the building to leave the building and its premises forthwith. The order shall be delivered to any law enforcement officer or officer of the National Guard, and such officer shall, by a suitable public address system, read the order to the occupants of the building and demand that the occupants forthwith evacuate said building within the time specified in the Governor's

order. (1969, c. 1129; 1993, c. 539, s. 198; 1994, Ex. Sess., c. 24, s. 14(c); 2009-281, s. 1; 2012-12, s. 1(b).)

**§ 166A-19.79. Severability.**

If any provision of this Article or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are severable. (1977, c. 848, s. 2; 1995, c. 509, s. 132; 2012-12, s. 1(b).)

Article 2.

Hazardous Materials Emergency Response.

**§ 166A-20. Title, purpose.**

(a) This Article may be cited as the "North Carolina Hazardous Materials Emergency Response Act."

(b) The purpose of this Article is to establish a system of regional response to hazardous materials emergencies and terrorist incidents in the State to protect the health and safety of its citizens. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 2002-179, s. 21(a).)

**§ 166A-21. Definitions.**

As used in this Article:

- (1) "Hazardous materials emergency response team" or "hazmat team" means an organized group of persons specially trained and equipped to respond to and control actual or potential leaks or spills of hazardous materials.
- (2) "Hazardous material" means any material defined as a hazardous substance under 29 Code of Federal Regulations § 1910.120(a)(3).
- (3) "Hazardous materials incident" or "hazardous materials emergency" means an uncontrolled release or threatened release of a hazardous substance requiring outside assistance by a local fire department or hazmat team to contain and control.
- (4) "Regional response team" means a hazmat team under contract with the State to provide response to hazardous materials emergencies occurring outside the hazmat team's local jurisdiction at the direction of the Department of Public Safety, Division of Emergency Management.
- (5) "Secretary" means the Secretary of the Department of Public Safety.
- (6) "Technician-level entry capability" means the capacity of a hazmat team, in terms of training and equipment as specified in 29 Code of Federal Regulations § 1910.120, to respond to a hazardous materials incident requiring affirmative measures, such as patching, plugging, or other action necessary to stop and contain the release of a hazardous substance at its source.
- (7) "Terrorist incident" means activities that occur within the territorial jurisdiction of the United States, involve acts dangerous to human life that are a violation of the criminal laws of the United States or of any state, and are intended to do one of the following:
  - a. Intimidate or coerce a civilian population.
  - b. Influence the policy of a government by intimidation or coercion.

- c. Affect the conduct of a government by mass destruction, assassination, or kidnapping. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 1997-456, s. 27; 2002-179, s. 21(b); 2011-145, s. 19.1(g).)

**§ 166A-22. Hazardous materials emergency response program.**

(a) The Secretary shall adopt rules establishing a regional response program for hazardous materials emergencies and terrorist incidents, to be administered by the Division of Emergency Management. To the extent possible, the regional response program shall be coordinated with other emergency planning activities of the State. The regional response program shall include at least six hazmat teams located strategically across the State that are available to provide regional response to hazardous materials or terrorist incidents requiring technician-level entry capability and 24-hour dispatch and communications capability at the Division of Emergency Management Operations Center. The rules for the program shall include:

- (1) Standards, including training, equipment, and personnel standards required to operate a regional response team with technician-level entry capability.
- (2) Guidelines for the dispatch of a regional response team to a hazardous materials or terrorist incident.
- (3) Guidelines for the on-site operations of a regional response team.
- (4) Standards for administration of a regional response team, including procedures for reimbursement of response costs.
- (5) Refresher and specialist training for members of regional response teams.
- (6) Procedures for recovering the costs of a response to a hazardous materials or terrorist incident from persons determined to be responsible for the emergency.
- (7) Procedures for bidding and contracting for the provision of a hazmat team for the regional response program.
- (8) Criteria for evaluating bids for the provision of a hazmat team for regional response.
- (9) Delineation of the roles of the regional response team, local fire department and local public safety personnel, the Division of Emergency Management's area coordinator, and other State agency personnel responding to the scene of a hazardous materials or terrorist incident.

(b) In developing the program and adopting rules, the Secretary shall consult with the Regional Response Team Advisory Committee established pursuant to G.S. 166A-24. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 2002-179, s. 21(c).)

**§ 166A-23. Contracts; equipment loans.**

(a) The Secretary may contract with any unit or units of local government for the provision of a regional response team to implement the regional response program. Contracts are to be let consistent with the bidding and contract standards and procedures adopted pursuant to G.S. 166A-22(a)(7) and (8). In entering into contracts with units of local government, the Secretary may agree to provide:

- (1) A loan of equipment, including a hazmat vehicle, necessary for the provision technician-level entry capability;
- (2) Reimbursement of personnel costs when a regional response team is authorized by the Department to respond to a hazmat or terrorist incident, including the cost of call-back personnel;

- (3) Reimbursement for use of equipment and vehicles owned by the regional response team;
  - (4) Replacement of disposable materials and damaged equipment;
  - (5) Costs of medical surveillance for members of the regional response team, including baseline, maintenance, and exit physicals;
  - (6) Training expenses; and
  - (7) Other provisions agreed to by the Secretary and the regional response team.
- (b) The Secretary shall not agree to provide reimbursement for:
- (1) Costs of clean-up activities, after a spill or leak has been contained;
  - (2) Local response not requiring technician-level entry capability; or
  - (3) Standby time.

(c) Any contract entered into between the Secretary and a unit of local government for the provision of a regional response team shall specify that the members of the regional response team, when performing their duties under the contract, shall not be employees of the State and shall not be entitled to benefits under the Teachers' and State Employees' Retirement System or for the payment by the State of federal social security, employment insurance, or workers' compensation.

(d) Regional response teams that have the use of a State hazmat vehicle may use the vehicle for local purposes. Where a State vehicle is used for purposes other than authorized regional response to a hazardous materials or terrorist incident, the regional response team shall be liable for repairs or replacements directly attributable to the nonauthorized response. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 2002-179, s. 21(d).)

**§ 166A-24. Immunity of Regional Response Team Personnel.**

Members of a regional response team shall be protected from liability under the provisions of G.S. 166A-19.60(a) while responding to a hazardous materials or terrorist incident pursuant to authorization from the Division of Emergency Management. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 2002-179, s. 21(e); 2012-12, s. 2(y).)

**§ 166A-25. Right of entry.**

A regional response team, when authorized to respond to a release or threatened release of hazardous materials or when authorized to respond to a terrorist or threatened or imminent terrorist incident, may enter onto any private or public property on which the release or terrorist incident has occurred or on which there is an imminent threat of such release or terrorist incident. A regional response team may also enter, under such circumstances, any adjacent or surrounding property in order to respond to the release or threatened release of hazardous material or to monitor, control, and contain the release or perform any other action in mitigation of a hazardous materials or terrorist incident. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 2002-179, s. 21(f).)

**§ 166A-26. Regional Response Team Advisory Committee.**

(a) The Regional Response Team Advisory Committee is created. The Secretary shall appoint the members of the Committee and shall designate the chair. In making appointments, the Secretary shall take into consideration the expertise of the appointees in the management of hazardous materials emergencies. The Secretary shall appoint one representative from:

- (1) The Division of Emergency Management;
- (2) The North Carolina Highway Patrol;
- (3) The State Fire and Rescue Commission of the Department of Insurance;

- (4) The Department of Environment and Natural Resources;
- (5) The Department of Transportation;
- (6) The Department of Agriculture and Consumer Services;
- (7) The Chemical Industry Council of North Carolina;
- (8) The N.C. Association of Hazardous Materials Responders;
- (9) Each regional response team;
- (10) The State Bureau of Investigation.

In addition to the persons listed above, the Secretary shall appoint to the Advisory Committee three persons designated jointly by the North Carolina Fire Chiefs Association and the North Carolina State Firemen's Association.

(b) The Advisory Committee shall meet on the call of the chair, or at the request of the Secretary; provided that the Committee shall meet no less than once every three months. The Department of Public Safety shall provide space for the Advisory Committee to meet. The Department also shall provide the Advisory Committee with necessary support staff and supplies to enable the Committee to carry out its duties in an effective manner.

(c) Members of the Advisory Committee shall serve without pay, but shall receive travel allowance, lodging, subsistence, and per diem as provided by G.S. 138-5.

(d) The Regional Response Team Advisory Committee shall advise the Secretary on the establishment of the program for regional response to hazardous materials emergencies in the State. The Committee shall also evaluate and advise the Secretary of the need for additional regional response teams to serve the State. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 1997-261, s. 108; 1997-443, s. 11A.123; 2002-179, s. 21(g); 2011-145, s. 19.1(g).)

**§ 166A-27. Action for the recovery of costs of hazardous materials emergency response.**

(a) A person who causes the release of a hazardous material requiring the activation of a regional response team shall be liable for all reasonable costs incurred by the regional response team in responding to and mitigating the incident. The Secretary shall invoice the person liable for the hazardous materials release, and, in the event of nonpayment, may institute an action to recover those costs in the superior court of the county in which the release occurred.

(b) A person who causes the release of a hazardous material that results in the activation of one or more State Medical Assistance Teams (SMATs) or the Epidemiology Section of the Division of Public Health of the Department of Health and Human Services shall be liable for all reasonable costs incurred by each team or the Epidemiology Section that responds to or mitigates the incident. The Secretary of Health and Human Services shall invoice the person liable for the hazardous materials release and, in the event of nonpayment, may institute an action to recover those costs in the superior court of the county in which the release occurred. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 2007-107, s. 3.1(a).)

**§ 166A-28. Hazardous Materials Emergency Response Fund.**

There is established in the Department of Public Safety a fund for those monies collected pursuant to G.S. 166A-27. The Fund is also authorized to accept any gift, grant, or donation of money or property to facilitate the establishment and operation of the regional response system. (1993 (Reg. Sess., 1994), c. 769, s. 22.4(b); 2011-145, s. 19.1(g).)

**§ 166A-29. Emergency planning; charge.**

(a) Every person, firm, corporation or municipality who is licensed to construct or who is operating a fixed nuclear facility for the production of electricity shall pay to the Department of

Public Safety an annual fee of at least thirty thousand dollars (\$30,000) for each fixed nuclear facility which is located within this State or has a Plume Exposure Pathway Emergency Planning Zone of which any part is located within this State. This fee is to be applied to the costs of planning and implementing emergency response activities as are required by the Federal Emergency Management Agency for the operation of nuclear facilities. Said fee is to be paid no later than July 31 of each year. This minimum fee may be increased from time to time as the costs of such planning and implementation increase. Such increases shall be by agreement between the State and the licensees or operators of the fixed nuclear facilities.

(b) Every person, firm, corporation or municipality who is licensed to construct or who is operating a fixed nuclear facility for the production of electricity shall pay to the Department of Public Safety, for the use of the Radiation Protection Section of the Division of Public Health of the Department of Health and Human Services, an annual fee of thirty-six thousand dollars (\$36,000) for each fixed nuclear facility that is located within this State or that has a Plume Exposure Pathway Emergency Planning Zone any part of which is located within this State. This fee shall be applied only to the costs of planning and implementing emergency response activities as required by the Federal Emergency Management Agency for the operation of nuclear facilities. This fee is to be paid no later than July 31 of each year.

(c) The fees imposed by this section do not revert at the end of a fiscal year. The amount of fees carried forward from one fiscal year to the next shall be taken into consideration in determining the fee to be assessed each fixed nuclear facility under subsection (a) in that fiscal year. (1981, c. 1128, ss. 1, 2; 1983, c. 622, ss. 1-3; 1989, c. 727, s. 219(42); 1989 (Reg. Sess., 1990), c. 964, s. 1; 1991 (Reg. Sess., 1992), c. 1039, s. 18; 1997-443, s. 11A.123; 2000-109, s. 6; 2002-70, s. 5; 2011-145, ss. 13.3(ooo), 19.1(g); 2012-12, s. 1(a).)

### Article 3.

#### Disaster Service Volunteer Leave Act.

##### **§ 166A-30. Short title.**

This act may be cited as the Disaster Service Volunteer Leave Act. (1993, c. 13, s. 1.)

##### **§ 166A-31. Definitions.**

As used in this Article:

(1) "Certified disaster service volunteer" means a person who has completed the necessary training for and been certified as a disaster service specialist by the American National Red Cross.

(2) "Disaster" means a disaster designated at Level III or higher in the American National Red Cross Regulations and Procedures.

(3) "State agency" means and includes all departments, institutions, commissions, committees, boards, divisions, bureaus, officers, and officials of the State, including those within the legislative and judicial branches of State government. (1993, c. 13, s. 1.)

##### **§ 166A-32. Disaster service volunteer leave.**

An employee of a State agency who is a disaster service volunteer of the American Red Cross may be granted leave from his work with pay for a time not to exceed 15 work days in any 12-month period to participate in specialized disaster relief services for the American Red Cross. To be granted leave, the request for the services of that employee must come from the American Red Cross. The decision to grant the employee leave rests in the sole discretion of the employing

State agency based on the work needs of that agency. Employees granted leave pursuant to this Article shall not lose seniority, pay, vacation time, sick time, or earned overtime accumulation. The State agency shall compensate an employee granted leave under this Article at the regular rate of pay for those regular work hours during which the employee is absent from his work. Leave under this Article shall be granted only for services related to a disaster occurring within the United States.

The State of North Carolina shall not be liable for workers compensation claims arising from accident or injury while the State employee is on assignment as a disaster service volunteer for the American Red Cross. Duties performed while on disaster leave shall not be considered to be a work assignment by a state agency. The employee is granted leave based on the need for the employee's area of expertise. Job functions although similar or related are performed on behalf of and for the benefit of the American Red Cross. (1993, c. 13, s. 1; 2001-508, s. 6.)

**§§ 166A-33 through 166A-39. Reserved for future codification purposes.**

Article 4.

Emergency Management Assistance Compact.

**§ 166A-40. Title of Article; entering into Compact.**

(a) This Article may be cited as the Emergency Management Assistance Compact.

(b) The Emergency Management Assistance Compact, hereinafter "Compact", is hereby enacted into law and entered into by this State with all other states legally joining therein, in the form substantially as set forth in this Article. This Compact is made and entered into by and between the party states which enact this Compact. For the purposes of this Article, the term "states" means the several states, the Commonwealth of Puerto Rico, the District of Columbia, and all United States territorial possessions and the term "party states" means the participating member states which enact and enter into this Compact. (1997-152, s. 1.)

**§ 166A-41. Purposes and authorities.**

(a) The purpose of this Compact is to provide for mutual assistance between the party states in managing any emergency or disaster that is duly declared by the governor of the affected state or states, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack.

(b) This Compact shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party states or subdivisions of party states during emergencies, such actions occurring outside actual declared emergency periods. Mutual assistance in this Compact may include the use of the states' National Guard forces, either in accordance with the National Guard Mutual Assistance Compact or by mutual agreement between states. (1997-152, s. 1; 2009-281, s. 1.)

**§ 166A-42. General implementation.**

(a) Each party state recognizes that many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this Compact. Each party state further recognizes that there will be emergencies that require immediate access and present procedures to apply outside resources to respond to emergencies effectively and promptly. This is because few, if any, individual states

have all the resources that they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

(b) The prompt, full, and effective utilization of resources of the participating states, including any resources on hand or available from the federal government or any other source, that are essential to the safety, care, and welfare of the people in the event of any emergency or disaster declared by a party state, shall be the underlying principle on which all articles of this Compact shall be understood.

(c) On behalf of the governor of each party state, the legally designated state official who is assigned responsibility for emergency management shall be responsible for formulation of the appropriate interstate mutual aid plans and procedures necessary to implement this Compact. (1997-152, s. 1.)

**§ 166A-43. Party state responsibilities.**

(a) It shall be the responsibility of each party state to formulate procedural plans and programs for interstate cooperation in the performance of the responsibilities listed in this Article. In formulating the plans, and in carrying them out, the party states, insofar as practicable, shall:

- (1) Review individual state hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party state might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency, or enemy attack.
- (2) Review the party states' individual emergency plans and develop a plan that will determine the mechanism for the interstate management and provision of assistance concerning any potential emergency.
- (3) Develop interstate procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.
- (4) Assist in warning communities adjacent to or crossing the state boundaries.
- (5) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment services, and resources, both human and material.
- (6) Inventory and set procedures for the interstate loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.
- (7) Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the above responsibilities.

(b) The authorized representative of a party state may request assistance of another party state by contacting the authorized representative of that state. The provisions of this Compact shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, including fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.

- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
- (3) The specific place and time for staging of the assisting party's response and a point of contact at that location.

(c) There shall be frequent consultation between state officials who have assigned emergency management responsibilities and other appropriate representatives of the party states with affected jurisdictions and the federal government, with free exchange of information, plans, and resource records relating to emergency capabilities. (1997-152, s. 1.)

**§ 166A-44. Limitations.**

(a) Any party state requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this Compact in accordance with the terms hereof; provided that the state rendering aid may withhold resources to the extent necessary to provide reasonable protection for such state.

(b) Each party state shall afford to the emergency forces of any party state while operating within its state limits under the terms and conditions of this Compact, the same powers (except that of arrest unless specifically authorized by the receiving state), duties, rights, and privileges as are afforded forces of the state in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the state receiving assistance. These conditions may be activated, as needed, only subsequent to a declaration of a state of emergency or disaster by the governor of the party state that is to receive assistance or commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the state of emergency or disaster remains in effect, or loaned resources remain in the receiving state or states, whichever is longer. (1997-152, s. 1.)

**§ 166A-45. Licenses and permits.**

Whenever any person holds a license, certificate, or other permit issued by any party state evidencing the meeting of qualifications for professional, mechanical, or other skills, and when assistance is requested by the receiving party state, the person shall be deemed licensed, certified, or permitted by the state requesting assistance to render aid involving skill to meet a declared emergency or disaster, subject to any limitations and conditions the governor of the requesting state may prescribe by executive order or otherwise. (1997-152, s. 1.)

**§ 166A-46. Liability.**

Officers or employees of a party state rendering aid in another state pursuant to this Compact shall be considered agents of the requesting state for tort liability and immunity purposes; and no party state or its officers or employees rendering aid in another state pursuant to this Compact shall be liable for any act or omission occurring as a result of a good faith attempt to render aid or as a result of the use of any equipment or supplies used in connection with an attempt to render aid. For the purposes of this Article, "good faith" does not include willful misconduct, gross negligence, or recklessness. (1997-152, s. 1; 2007-484, s. 24.)

**§ 166A-47. Supplementary agreements.**

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more states may differ from that among the states that are party hereto, this instrument contains elements of a broad base common to all states, and nothing herein contained shall preclude any state from entering into supplementary agreements with another state or affect any other agreements already in force between states. Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies. (1997-152, s. 1.)

**§ 166A-48. Compensation.**

Each party state shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that state and representatives of deceased members of the forces in case the members sustain injuries or are killed while rendering aid pursuant to this Compact, in the same manner and on the same terms as if the injury or death were sustained within their own state. (1997-152, s. 1.)

**§ 166A-49. Reimbursement.**

Any party state rendering aid in another state pursuant to this Compact shall be reimbursed by the party state receiving the aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with the requests; provided, that any aiding party state may assume in whole or in part the loss, damage, expense, or other cost, or may loan the equipment or donate the services to the receiving party state without charge or cost; and provided further, that any two or more party states may enter into supplementary agreements establishing a different allocation of costs among those states. (1997-152, s. 1.)

**§ 166A-50. Evacuation.**

Plans for the orderly evacuation and interstate reception of portions of the civilian population as the result of any emergency or disaster of sufficient proportions to so warrant shall be worked out and maintained between the party states and the emergency management or services directors of the various jurisdictions where any type of incident requiring evacuations might occur. Plans shall be put into effect by request of the state from which evacuees come and shall include the manner of transporting the evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, and the forwarding of the evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. The plans shall provide that the party state receiving evacuees and the party state from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for evacuees, for expenditures for transportation, food, clothing, medicines and medical care, and like items. The expenditures shall be reimbursed as agreed by the party state from which the evacuees come and that party state shall assume the responsibility for the ultimate support of repatriation of the evacuees. (1997-152, s. 1.)

**§ 166A-51. Effective date.**

(a) This Compact shall become operative immediately upon its enactment into law by any two states; thereafter, this Compact shall become effective as to any other state upon its enactment by the state.

(b) Any party state may withdraw from this Compact by enacting a statute repealing the same, but no withdrawal shall take effect until 30 days after the governor of the withdrawing state has given notice in writing of the withdrawal to the governors of all other party states. The action shall not relieve the withdrawing state from obligations assumed hereunder prior to the effective date of withdrawal.

(c) Duly authenticated copies of this Compact and of any supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party states and with the Federal Emergency Management Agency and other appropriate agencies of the federal government. (1997-152, s. 1.)

**§ 166A-52. Validity.**

If any provision of this Compact is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this act and the applicability thereof to other persons and circumstances shall not be affected thereby. (1997-152, s. 1.)

**§ 166A-53. Additional provisions.**

Nothing in this Compact shall authorize or permit the use of military force by the National Guard of a state at any place outside that state in any emergency for which the President is authorized by law to call into federal service the militia, or for any purpose for which the use of the Army or the Air Force would in the absence of express statutory authorization be prohibited under section 1385 of Title 18, United States Code. (1997-152, s. 1; 2009-281, s. 1.)

**§ 166A-54. Reserved for future codification purposes.**

**§ 166A-55. Reserved for future codification purposes.**

**§ 166A-56. Reserved for future codification purposes.**

**§ 166A-57. Reserved for future codification purposes.**

**§ 166A-58. Reserved for future codification purposes.**

**§ 166A-59. Reserved for future codification purposes.**

Article 5.

Emergency Management Certification Program.

**§ 166A-60. Emergency Management Certification Program authority; purpose.**

The Division of Emergency Management in the Department of Public Safety shall establish, as a voluntary program, an Emergency Management Certification Program as provided for in this Article. The purpose of the Program is to strengthen and enhance the professional competencies of emergency management personnel in State and local emergency management agencies. (2009-192, s. 2; 2011-145, s. 19.1(g).)

**§ 166A-61. Program standards and guidelines.**

(a) The Division shall establish standards and guidelines for administration of the Program, including:

- (1) Minimum educational and training standards that must be met in order to qualify for Type IV (entry), Type III (basic), Type II (intermediate), and Type I (advanced) emergency management certification.
- (2) Levels of education or equivalent experience that may be met in order to qualify for the certifications provided for in subdivision (1) of this subsection.
- (3) Levels of education or equivalent experience for instructors who participate in programs or courses of instruction.
- (4) Curricula, syllabi, and other educational materials.
- (5) Mode(s) of delivery of educational and training programs.

(b) In developing the Program, the Division may consult and cooperate with political subdivisions, agencies of the State, other governmental agencies, universities, colleges, community colleges, and other institutions, public or private, concerning the development of the Program and a systematic career development plan, including conducting and stimulating research by public and private agencies designed to improve education and training in the administration of emergency management.

(c) The Division shall study and make reports and recommendations to the Secretary of Public Safety and other appropriate agencies and officials concerning compliance with federal guidance, training, educational, technical assistance needs, and equipment needs of State and local emergency management agencies. (2009-192, s. 2; 2011-145, s. 19.1(g).)

**§ 166A-62. Emergency Management Training and Standards Advisory Board.**

(a) The Secretary of Public Safety shall establish and appoint the Emergency Management Training and Standards Advisory Board to provide oversight of training and certification programs established pursuant to this Article.

(b) The composition of the Board shall include emergency management subject matter experts representative of the State, its political subdivisions, and private industry.

(c) The duties of the Board shall include:

- (1) Oversight of the Emergency Management Certification Program.
- (2) Review of applications for certification.
- (3) Issuance of certifications at least semiannually.

(d) The Board shall meet at least semiannually and at other times at the discretion of the Secretary. (2009-192, s. 2; 2011-145, s. 19.1(g).)

**§ 166A-63. Issuance of certification; reciprocity; renewal.**

(a) The Emergency Management Training and Standards Advisory Board shall issue documentation of certification, in a form and manner prescribed by the Division, to each applicant within North Carolina demonstrating successful completion of the requirements for the level of certification sought by the applicant.

(b) The Board may issue documentation of certification to any person in another state or territory if the person's qualifications were, at the date of registration or certification, substantially equivalent to the requirements established pursuant to this Article.

(c) Every person certified pursuant to this Article who desires to maintain certification shall apply for renewal of certification within five years of the date of original certification or certification renewal.

(d) Renewal of Type I (advanced) certification is subject to completion of at least 24 hours of continuing education requirements as established by the Board.

(e) A certification that is not renewed in accordance with this section automatically expires. The Board may approve reinstatement of an expired certification upon good cause shown by the applicant.

(f) Certifications that have been expired for more than five years shall not be reinstated. (2009-192, s. 2.)

## Appendix K

### Village of Clemmons Emergency Management Plan Recurring Review Actions

Items to be reviewed and updated as needed to maintain emergency management plan currency and to ensure preparedness on a timely basis. The Public Works Director is responsible for accomplishing and documenting these items in accordance with the following schedule.

		<u>Frequency</u>	<u>Completed</u> <u>By</u>	<u>Date</u>
1.	Ensure Diesel Generator is operational and diesel fuel quantity is sufficient	Quarterly	_____	_____
2.	Review of EOC phone placement process by public works personnel. Verify portable radios.	Quarterly	_____	_____
3.	Adequate water and non-perishable food items stored in Village Hall and maintenance facility.	Semi-Annual	_____	_____
4.	Ensure Public Safety, Fire, has current copy of Response Duties checklist.	Quarterly	_____	_____
5.	Ensure currency of line of succession. (see EOC checklist)	Quarterly	_____	_____
6.	Update Employee/Elected Official contact list	Quarterly	_____	_____
7.	Update remaining contact list	Semi-Annual	_____	_____
For Training Purposes:				
8.	Administration Staff will review Emergency Plan (January, April, July, October)	Quarterly	_____	_____
9.	Elected Officials will review Emergency Plan (To be placed on regular agenda in April and October)	Semi-Annual	_____	_____

**The most recent copy of this document to be kept in front of the Emergency Management Plan along with documented attendance record.**

**Emergency Management Plan  
Review / Training**

**Administrative Staff – Quarterly**

**Attendance Record**

Date \_\_\_\_\_

Attended by:

_____	_____
_____	_____
_____	_____
_____	_____

**Elected Officials – Semi-Annual**

**Attendance Record**

Date \_\_\_\_\_

Attended by:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## **Media**

## **APPENDIX L**

### **Newspapers**

#### **The Clemmons Courier**

PO Box 765  
Clemmons, NC 27012  
336-766-4126  
336-766-7350 Fax  
[www.clemmonscourier.net](http://www.clemmonscourier.net)

Dwight Sparks, Editor-Publisher  
[courier9@bellsouth.net](mailto:courier9@bellsouth.net)  
Jim Buice, Reporter  
[jbuice@triad.rr.com](mailto:jbuice@triad.rr.com)

#### **The Winston-Salem Journal**

418 N. Marshall St  
Winston-Salem, NC 27101  
PO Box 3159  
Winston-Salem, NC 27102  
336-727-7211  
[www.journalnow.com](http://www.journalnow.com)

Lisa O'Donell, Reporter  
[lodonell@wsjournal.com](mailto:lodonell@wsjournal.com)  
727-7420

Block Ads/Face & Places Section  
Bill Benbow  
[wbenbow@wsjournal.com](mailto:wbenbow@wsjournal.com)  
727-7428  
727-7285 Fax

Legal Ads  
Kellie Sapp  
[ksapp@wsjournal.com](mailto:ksapp@wsjournal.com)  
727-7260  
727-7424 Fax

### **Radio**

#### **WSJS 600 am**

875 West 5th St  
Winston-Salem, NC 27101  
336-777-3900 Main Office  
336-777-3915 Programming  
[www.wsjs.com](http://www.wsjs.com)

### **TV News Stations**

#### **Fox 8 WGHP**

2005 Francis St  
High Point, NC 27263  
336-841-8888  
800-808-6397 Toll-Free  
[news@wghp.com](mailto:news@wghp.com)

Brent Campbell, Reporter  
906-8814

**WXII Channel 12**

700 Coliseum Drive  
Winston-Salem, NC  
336-721-9944  
336-721-0856 Fax  
[newstips@wxii12.com](mailto:newstips@wxii12.com)

Contacts:  
Obin Johnson or Kevin Kline

**News 14 Carolina**

200 Centreport Drive, Ste 250  
Greensboro, NC 27410  
336-856-9497  
866-907-9497 Toll-Free  
336-662-0082 Fax  
[www.news14.com](http://www.news14.com)  
[media@news14.com](mailto:media@news14.com)

**WFMY News 2**

1615 Phillips Ave  
Greensboro, NC 27405  
336-379-9369  
336-230-0971 Fax  
[www.digtriad.com](http://www.digtriad.com)  
[news@wfmy.com](mailto:news@wfmy.com)

Updated 12/11/12

## MEMORANDUM OF AGREEMENT

between the

North Carolina Department of Transportation

and the

Village of Clemmons

This Memorandum of Agreement (hereinafter, "Agreement") is made on the last date entered below between the North Carolina Department of Transportation (hereinafter, "NCDOT") and the Village of Clemmons (hereinafter, "Village") (collectively referred to hereinafter as "the Parties") for the emergency removal of debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes.

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan (hereinafter, "NCEOP"), NCDOT may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and

WHEREAS, Village has requested that it be allowed the opportunity and responsibility to perform certain of those NCDOT functions as set forth in the NCEOP in order to assure that its citizens are served and protected; and

WHEREAS, the Parties have conferred as to the best methods and practices to allow the Village to assume these responsibilities;

NOW THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
  - A. "Secondary Roads" shall mean those roads maintained by NCDOT that are identified by a four-digit SR number.
  - B. The term "Eligible Storm Debris" shall be such debris as shall be eligible for reimbursement by the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management (hereinafter, "DEM") or the Federal Emergency Management Agency (hereinafter, "FEMA") during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.
  - C. "FHWA Routes" shall mean those routes for which FHWA does provide NCDOT with reimbursement, generally Interstate routes, US-designated routes, NC-designated routes, and certain secondary routes within the Village eligible for FHWA reimbursement and listed on Attachment A.

- D. "Non-FHWA Routes" shall mean those routes for which FHWA does not provide reimbursement, generally rural secondary roads rights of way within the Village and those urban secondary roads within the municipalities within the Village. The non-FHWA routes are those routes within the Village, which are not listed on Attachment A.
2. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that Village be responsible for removal of debris from the right of way of State System Roads, NCDOT shall issue to Village a written Notice to Proceed with debris removal.
  3. Village shall remove and dispose of (1) Eligible Storm Debris on all non-FHWA routes and (2) Eligible Storm Debris on FHWA routes. In so doing, Village shall comply with all FEMA and DEM requirements regarding storm removal and disposal including landfill quantity calculations and site disposal costs. Village shall apply directly to DEM and/or FEMA for reimbursement in accordance with the rules, regulations and procedures of those agencies. Any reimbursement must be governed by the rules, regulations and procedures of those agencies, and NCDOT shall not be responsible for any portion of reimbursement to Village.
  4. Village is responsible for complying with all NCDOT rules and regulations including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices, and Village shall hold NCDOT harmless in all matters arising from or related to this Agreement. Further, Village shall be responsible for all damage or injury to persons or to private property occurring as a result of the debris removal activities pursuant to this Agreement, and Village shall hold NCDOT harmless in all matters arising therefrom.
  5. Village shall be responsible for repair of any damages to the state maintained right of way, which may be caused by debris removal operations undertaken pursuant to this Agreement. All repairs shall be made to the satisfaction of the Division Engineer of the Highway Division in which Village is located, and the Division Engineer's judgment in this regard shall be final.
  6. Village shall remove all Eligible Storm Debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be done to the satisfaction of the Division Engineer of the Highway Division in which Village is located, and the Division Engineer's judgment in this regard shall be final.
  7. All work pursuant to this Agreement shall be completed by a date mutually agreed to by DEM, FEMA, NCDOT and Village.
  8. This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination. No notice of termination shall be effective for debris removal pursuant to any Notice to Proceed already issued by NCDOT.
  9. This Agreement may be amended at any time by mutual agreement of both parties as evidenced by a written Supplemental Memorandum of Agreement approved and signed by both parties.

10. To provide consistent and effective communication between the Parties, each party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this Agreement. The Principal Representative of the NCDOT shall be Chief Engineer Operations or his designee. The Principal Representative of the Village shall be the Village Manager or his designee.

This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have each executed this Agreement, this the 8<sup>th</sup> day of October, 2012.

DEPARTMENT OF TRANSPORTATION

WITNESS: Beth Smith  
(Print Name)

BY: Terry R. Gibson

TERRY R. GIBSON, PE  
CHIEF ENGINEER

VILLAGE OF CLEMMONS

BY: John R. Bost

JOHN R. BOST, MAYOR

ATTEST: Marsha E. Sucharski

Marsha E. Sucharski, CMC, NCCMC  
Village Clerk

DATE: October 8, 2012

