

Town of Waynesville, NC

Town Council Emergency Council Meeting

Town Hall, 9 South Main Street, Waynesville, NC 28786

Date: September 30th, 2024 Time: 5:00 p.m.

The agenda and all related documentation may be accessed electronically at www.waynesvillenc.gov.
Click on "Government/Mayor & Council" to download materials for Town Council meetings.

Consider the environment ♦ Conserve resources ♦ Print only when necessary

The Town of Waynesville provides accessible facilities, programs, and services for all people, in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or accommodation for this meeting, please contact the Town Clerk at:
(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

Motion: To approve agenda as presented.

D. PRESENTATION OF IMPACT OF HURRICANE HELENE

1. Fire Department
 - Fire Chief Joey Webb
2. Police Department
 - Police Chief David Adams
3. Public Services
 - Director of Public Services, Jeff Stines
4. Recreation Department
 - Director of Parks & Recreation, Luke Kinsland

E. PRESENTATION IN CHANGES IN DAILY WORK PRIORITIES – Town Manager Rob Hites

1. Finance Department building has been closed until further notice. Department staff will be relocated to the Municipal Building. Residents should deliver utility or tax payments to the Municipal Building.
2. Debris, furniture, yard waste, will be picked up by contractors, not the Town staff.
3. Regular garbage & recycling will continue with normal service. **DO NOT PLACE STORM DEBRIS IN TOWN OF WAYNESVILLE CANS. STORM DEBRIS IS CONSIDERED A BIOHAZARD.**
4. Consider all Town public parks closed until further notice: Do not cross red warning tape because there are safety hazards along the trail. Playgrounds and play structures may be damaged and unsafe to use

in ways that are not visibly apparent. Please exercise good judgment in accessing all Town facilities during this clean-up and recovery period.

5. Development Services will conduct a damage assessment survey from for FEMA.
6. Residents should observe and obey all road closure signs. Do not drive through standing water. Residents should stay home and shelter in place.

**F. ADOPT STATE BIO DEBRIS CONTRACT
ADOPT STATE BIO DEBRIS REMOVAL MONITORING SERVICE CONTRACTS**

Motion: To adopt the attached contracts for Bio Debris Contracts.

G. RESOLUTIONS FOR STORM-RELATED EXPENDITURES.

Motion: To adopt Resolution R-21-24 to authorize manager to make large purchases related to the emergency and to direct the Finance Director to allocate these fund balance transfers, and other expenses related to storm recovery as “FEMA Reimbursement.”

H. ADOPT BUDGET AMENDMENT ALLOCATIONS OF \$500,000.00 EACH FROM GENERAL, WATER, AND SEWER FUND BALANCES TO “STORM RELATED EXPENSES” TO COMPLY WITH FEMA COMPLIANCE REQUIREMENTS.

Motion: To adopt budget amendments of \$500,000.00 each from the General, Water, and Power fund balances to “Storm Related Expenses.”

I. ADOPT SUSPENSION OF UTILITY CUTOFFS FOR NONPAYMENT

Motion: To approve suspension of mandatory utility service cut-off for nonpayment through October 31, 2024.

J. ADOPT MUTUAL AID AGREEMENT

Motion: To approve North Carolina Department of Public Services 2023 Mutual Aid Agreement. <https://www.ncdps.gov/2023-statewide-mutual-aid-agreement/>

K. OTHER BUSINESS

L. COMMENTS BY TOWN COUNCIL

M. ADJOURN

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: September 30, 2024**

SUBJECT: Adopt State Contract for Disaster related debris removal, street clearing and monitoring of the types of debris.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Administration
Contact:
Presenter: Rob Hites, Town Manager

BRIEF SUMMARY: FEMA requires that local and State governments have contracts with disaster service providers “Ahead” of the onset of a disaster. The State of NC has performed this service for its agencies and NC local governments. Services such a debris removal, and clearing of streets and public rights of way have been bid and the contractors chosen through this process. In order for the Town to use this State Contract bid, the Council must approve a “notice to proceed” with two firms required for FEMA debris removal. The first contract is “Debristech, LLC a firm that analyses the types of debris set out for pickup. The second firm “Southern Disaster Recovery LLC is the firm that will actually pick up the waste on the Town’s behalf. Flood damaged debris is considered a type of biohazard because it is soaked in water that has a number of chemicals, and biohazards such as fecal coliform. It is not advised that municipal employees come in contact with this waste. The contractor is already on site evaluating the debris that has been deposited. We will determine their schedule once they evaluate the debris field and the amount of waste deposited.

MOTION FOR CONSIDERATION: Approve the “Notice to Proceed” of Debristech and Southern Disaster Recovery LLC

FUNDING SOURCE/IMPACT: General with future FEMA reimbursement

ATTACHMENTS: Notice to Proceed for Debristech and Southern Disaster Recovery LLC

MANAGER’S COMMENTS AND RECOMMENDATIONS: This State contract firm is being used in Clyde and Canton and is familiar with the region. We have already made contact with their Haywood County supervisor.

NOTICE TO PROCEED

Date: **September 30, 2024**

Company Representative: **Chip Patterson**

Contractor's Name: **Southern Disaster Recovery, LLC**

Contractor's Address: **93 Sonia Drive, Greer, SC 29650 (864-469-9776) chip@southerndr.com**

Re: **Region 13-** Debris Removal Services Contract Activation by **Haywood County** ("Activating Entity")

Dear Chip:

Pursuant to the terms of the **Region 13** debris removal services contract dated **September 30, 2024**, you (the "Contractor") are hereby given notice that Activating Entity is activating the contract for removal of debris resulting from **Flash Flooding in the Pigeon River basin, Haywood County, NC which began September 30, 2024**. As per the contract, you are required to respond to this NOTICE TO PROCEED within 24 hours of receipt of this notice. Additionally, you are required to place project personnel, including the project manager, in the jurisdiction with the same 24-hour period. Please respond by contacting **Rob Hites, Town Manager, Town of Waynesville** directly at rhites@waynesvillenc.gov or **(828) 452-2491** upon receipt of this NOTICE to make necessary arrangements for beginning work under this Notice to Proceed. You should also sign and date this original and return it to my attention via scan to rhites@waynesvillenc.gov

As you know, your company is required to execute a payment and performance bond equal to 100% of the estimated cost of the debris removal services within 10 days of receipt of this NOTICE TO PROCEED. The estimated cost of debris removal for this activation is \$ _____ Please have this executed bond forwarded to my attention as required under the contract.

Pursuant to the contract, you are hereby instructed to submit a work plan to detail seven (7) and fourteen (14) days of projected work activity prior to beginning work in Activating Entity's jurisdiction. Please provide this plan no later than **As Soon As Possible**, and be prepared to meet with Activating Entity personnel to discuss this plan and the services the county expects to be provided to meet its needs in debris removal following this disaster. Please also keep in mind that Activating Entity may prioritize areas where your company shall perform specified activities.

Your company will have 180 days from the date of this Notice to Proceed to complete the debris removal services required under the contract. Additionally, all requirements set out in the contract and the Bid Specifications made a part thereof shall be complied with at all times throughout the project.

Your Activating Entity point of contact for this debris removal project is **Rob Hites, Town Manager, Town of Waynesville**. He may be contacted at **(828) 452-2491** or rhites@waynesvillenc.gov, and is duly authorized to administer this contract for and in the name of Activating Entity. Any questions related to this activation should be directed to him.

HAYWOOD COUNTY

SOUTHERN DISASTER RECOVERY LLC

By: _____
Gary Caldwell, Mayor

by: _____
Printed name, title: _____

Issued Date

Received Date

NOTICE TO PROCEED

Date **September 30, 2024**

Company Representative: **Brooks Wallace**

Contractor's Name: **DebrisTech, LLC**

Contractor's Address: **925 Goodyear Blvd, Picayune MS 39466, (601) 658-9598, brooks@debristech.com**

Re: **Region 13** Debris Removal Monitoring Services Contract Activation by **Haywood County** ("Activating Entity")

Dear **Mr. Wallace**:

Pursuant to the terms of the **Region 13** debris removal monitoring services contract dated **September 30, 2024**, you (the "Contractor") are hereby given notice that Activating Entity is activating the contract for debris removal monitoring services resulting from **Flash Flooding in the Pigeon River basin, Haywood County, NC which began September 30, 2024**. As per the contract, you are required to respond to this NOTICE TO PROCEED within 24 hours of receipt of this notice. Additionally, you are required to place project personnel, including the project manager, in the jurisdiction within the same 24-hour period. Please respond by contacting **J Rob Hites, Town Manager, Town of Waynesville** directly at rhites@waynesvillenc.gov or **828-452-2491** upon receipt of this NOTICE to make necessary arrangements for beginning work under this Notice to Proceed. You should also sign and date this original and return it to my attention via scan to rhites@waynesvillenc.gov.

The estimated cost of debris removal for this activation is \$ _____ Please have this executed bond forwarded to my attention as required under the contract.

Pursuant to the contract, you are hereby instructed to submit a work plan to detail seven (7) and fourteen (14) days of projected work activity prior to beginning work in Activating Entity's jurisdiction. Please provide this plan no later than **As Soon As Possible**, and be prepared to meet with Activating Entity personnel to discuss this plan and the services the county expects to be provided to meet its needs in debris removal following this disaster. Please also keep in mind that Activating Entity may prioritize areas where your company shall perform specified activities.

Your company will have 180 days from the date of this Notice to Proceed to complete the debris removal monitoring services required under the contract. Additionally, all requirements set out in the contract and the Bid Specifications made a part thereof shall be complied with at all times throughout the project.

Your Activating Entity point of contact for this debris removal project is **Rob Hites, Town Manager, Town of Waynesville**. He may be contacted at **(828) 452-2491**, rhites@waynesvillenc.gov, and is duly authorized to administer this contract for and in the name of Activating Entity. Any questions related to this activation should be directed to him.

HAYWOOD COUNTY

DEBRISTECH, LLC

By: _____

By: _____

Gary Caldwell, Mayor

Name, title: _____

Issued Date

Received Date

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: September 30, 2024**

SUBJECT: Resolutions For Storm-Related Expenditures

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Administration/Finance
Contact: Ian Bennet, Finance Director
Presenter: Rob Hites, Town Manager

BRIEF SUMMARY:

This Resolution will authorize the Town Manager to make large purchases related to the emergency and to direct the Finance Director to allocate these fund balance transfers, as well as other expenses related to storm recovery.

MOTION FOR CONSIDERATION:

To adopt Resolution R-21-24 to authorize manager to make large purchases related to the emergency and approve the attached budget amendment directing funds from the General, Water and Sewer Funds to operating fund established for the departments to use in making disaster related expenses.

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

1. Resolution R-21-24

MANAGER'S COMMENTS AND RECOMMENDATIONS: These are accounting related measures established to insure that we comply with FEMA regulations.

Resolution No. R-21-24

WHEREAS, Hurricane Helene caused catastrophic damage to the Town of Waynesville.

WHEREAS, the Town of Waynesville must follow various state and federal rules and regulations to receive appropriations and reimbursements of storm-related expenses.

WHEREAS, the Town Manager of the Town of Waynesville must possess the necessary duly-adopted authority to execute contracts for emergency supplies and services.

WHEREAS, records of any storm-related expenditures maintained by the Finance Director must comply with state and federal rules and regulations.

WHEREAS, the Council of the Town of Waynesville, wishes to adopt resolutions empowering its Manager and Finance Director with the directives as follows.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville resolves as follows:

1. The Town Manager shall have all authority provided under the Budget Ordinance of the Town of Waynesville to expend funds on behalf of the Town for services and supplies related to storm recovery without any limitation on the amount expended.
2. The Finance Director shall allocate fund balance transfers adopted by the Budget Ordinance Amendment No. 9 and any other expenses related to storm recovery as “Reimbursement for September 27 Storm Damage.”
3. The Town Manager, Finance Director, and all Department Heads are directed to follow any applicable state and federal regulations necessary to ensure expenses incurred by the Town related to storm recovery will be reimbursed by state and federal authorities.

Adopted this 30th day of September 2024.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: September 30th, 2024**

SUBJECT: Adopt Budget Amendment Allocations Of \$500,000.00 Each from General, Water, And Sewer Fund Balances To "Storm Related Expenses" To Comply With FEMA Compliance Requirements.

AGENDA INFORMATION

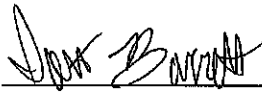
Agenda Location: New business
Department: Finance
Contact: Ian Barrett
Presenter: Rob Hites

BRIEF SUMMARY: Over the next month or more, the Town will make a number of disaster related purchases and expend disaster related human resources. In order to keep an accurate account of the expenditures for FEMA , it is easiest to create special accounts in the General, Water and Sewer Funds for which the Departments would draw resources. We will use these accounts to justify our request for FEMA reimbursement. We recommend an initial allocation of \$500,000 per fund. We did not approve additional funds for the Electric Fund since we did not incur extraordinary expenses during the storm.

MOTIONS FOR CONSIDERATION: *To adopt budget amendments of \$500,000.00 each from the General, Water, and Power fund balances to "Storm Related Expenses."*

ATTACHMENTS: Budget Amendment

Finance Director's Signature of Approval: _____



Ian Barrett, Finance Director

MANAGER'S COMMENTS AND RECCOMENDATIONS Approve motion.

Ordinance No. O-47-24

Amendment No. 9 to the 2024-2025 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2024-2025 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2024-2025 Budget Ordinance be amended as follows:

General Fund:

Decrease the following revenues:

General Fund Balance	\$500,000
Sewer Fund Balance	\$500,000
Water Fund Balance	\$500,000

Increase the following appropriations:

Post 9/27/2024 Storm Relief	\$1,500,000
-----------------------------	-------------

Adopted this 30th day of September 2024.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: September 30th, 2024

SUBJECT: Adopt suspension of utility late payments cutoffs.

AGENDA INFORMATION

Agenda Location: New Business
Department: Finance Department
Contact: Ian Barrett
Presenter: Ian Barrett

BRIEF SUMMARY There is a great deal of upheaval in the areas of Town that experienced flooding. In order to provide customers with a period where they do not have to worry about their utilities being cut off, the staff recommends a sixty (60) day period starting October 1st where the Town will not cut off utilities for nonpayment. Once the grace period has lapsed, the Town will expect the customers to make full restitution of their account or set up a payment plan. This is NOT utility forgiveness.

MOTIONS FOR CONSIDERATION Approve a sixty (60) day period starting on October 1st, where the Town will not cut off customers for nonpayment of their utility bills.

ATTACHMENTS:

MANAGER'S COMMENTS AND RECCOMENDATIONS: Approve deferral of utility payments.

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: September 30th, 2024

SUBJECT: Adopt Mutal Aid Agreement

AGENDA INFORMATION

Agenda Location: New Business
Department: Administration
Contact: Rob Hites
Presenter: Rob Hites

BRIEF SUMMARY The General Statutes provide that any State or local government may provide service to another. It is a broad statute that Towns use frequently. It appears FEMA requires that municipality adopt a formal "mutual aid agreement" that authorizes it to aid each of in the event of a disaster. With this agreement in place, Waynesville and its neighbors can provide mutual aid and be compensated by FEMA.

MOTIONS FOR Consideration: Adopt the Resolution

ATTACHMENTS: Resolution

MANAGER'S COMMENTS AND RECCOMENDATIONS: See above

2023 STATEWIDE MUTUAL AID AGREEMENT

FOR THE CITY/COUNTY/TOWN OF Waynesville

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF 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;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery.

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1) the North Carolina Division of Emergency Management is delegated the powers and duties from the Governor and Secretary of Public Safety to coordinate the activities of all State agencies for emergency management within the State;

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-19.72 and Article 20 of Chapter 160A, these entities agree to enter into this Agreement for reciprocal emergency management aid and

2023 STATEWIDE MUTUAL AID AGREEMENT

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" include personnel, equipment, facilities, services, and supplies.

"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 declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" 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, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident or which may be otherwise be defined in G.S. § 166A-19.3(6).

"Emergency Area" The geographical area covered by a state of emergency.

"Incident" means an occurrence, natural or manmade, that necessitates a response to protect life or property. In this Agreement, the word "incident" includes planned events as well as emergencies and/or disasters of all kinds and sizes.

"Local Emergency Management Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15. It also means any incorporated municipalities emergency management agencies or joint county and incorporated municipalities emergency management agencies.

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

2023 STATEWIDE MUTUAL AID AGREEMENT

“Planned Event” means an incident that is a scheduled nonemergency activity including but not limited to elections, sporting event, concert, parade, funeral coverage, or fairs.

"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").

“State of Emergency” means a finding that an emergency exists by the Governor or General Assembly acting under the authority in G.S. 166A-19.20 or by a governing body of a county or a municipality, or by a mayor or chair of the board of county commissioners acting under the authority of G.S. 166A.

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 residents. 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-19.60 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.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

(i) Mutual aid and assistance shall not be requested unless Recipient deems its resources are inadequate to respond to an imminent or actual emergency. When Recipient becomes affected by an emergency, incident or planned event 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 Agreement. The request shall be followed up with a notification to the Division of Emergency Management's 24-Hour Watch whether directly, through WebEOC, or through the appropriate Division of Emergency Management Operations Regional Branch. The Division shall maintain a record of the notification.

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

1. Emergency Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is needed, 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 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;
5. 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 traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. 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

2023 STATEWIDE MUTUAL AID AGREEMENT

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.

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

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

When contacted by the Recipient/Local Emergency Management 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 Emergency Management 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 Emergency Management 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 supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)
- Where a request has been submitted to the Local Emergency Management Agency, the Local Emergency Management Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Emergency Management Agency shall respond to Provider's written acknowledgment by signing 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 one of its employees sent to render aid and assistance to Recipient as a supervisor or point of contact for equipment only missions. As soon as

2023 STATEWIDE MUTUAL AID AGREEMENT

practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. 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. 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 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 FEMA Public Assistance Guidelines in addition to the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. The Provider may waive some or all requirements for reimbursement, however such an agreement must be documented in the request and/or offer of assistance.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient

2023 STATEWIDE MUTUAL AID AGREEMENT

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-- Recipient shall reimburse the Providers for the use of 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 general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. 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—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient 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), Recipient will not be responsible for costs where 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 during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

2023 STATEWIDE MUTUAL AID AGREEMENT

D. Record Keeping-- Recipient and North Carolina 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 North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred, applicable Office of Management and Budget (OMB) Circulars, state and local laws and regulations.

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 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. 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 signed by both parties 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.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 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.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION X. IMMUNITY

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

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of the Recipient and Provider Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

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.

2023 STATEWIDE MUTUAL AID 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.

2023 STATEWIDE MUTUAL AID AGREEMENT

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 PUBLIC SAFETY

BY:

Eddie M. Buffaloe, Jr.
Secretary

Department of
Public Safety

Date:

BY:

William C. Ray, Director
Division of Emergency
Management

Date:

LOCAL GOVERNMENT UNIT

By:

Chief Executive Officer/Local
Government Name:

Title:

Date:

Witness:

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel/Department of Public Safety

Date:

2023 STATEWIDE MUTUAL AID AGREEMENT

Attachment 1

List of Authorized Representatives to Contact for Emergency Assistance

The Statewide Mutual Aid Agreement signed by _____ on _____ authorizes: _____ to maintain and update the primary and alternative representatives. The primary and alternatives may be updated as needed without the formal re-execution of the Statewide Mutual Aid agreement.

PRIMARY REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME:

TITLE:

DAY PHONE:

NIGHT PHONE:

CELL PHONE:

FAX: