

4TH EDITION

# Model Emergency Management

ORDINANCES AND  
AGREEMENTS



**ACCG**

Advancing Georgia's Counties.

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# Table of Contents

INTRODUCTION.....	3
Background.....	3
STATE OF EMERGENCY.....	5
State Declaration of Emergency.....	5
Local Declaration of Emergency.....	5
Federal Declaration of Emergency.....	6
EMERGENCY MANAGEMENT ORDINANCE AND AGREEMENTS OVERVIEW.....	7
Emergency Management Ordinance.....	7
Declaring a Local Emergency.....	7
Authority to Waive Procedures and Fee Structures.....	7
Registration of Building and Repair Contractors.....	8
Imposition of Curfews.....	8
Declaration of Local Emergency.....	9
GEMA-Homeland Security Statewide Mutual Aid and Assistance Agreement.....	9
Emergency and Disaster Mutual Aid Agreement.....	9
General Release Agreement.....	9
Right of Entry and Agreement to Allow Use of Property as a Result of a State of Emergency.....	10
ADDITIONAL CONSIDERATIONS.....	10
Firearms and Fireworks.....	10
First Informer Broadcasters.....	11
State Highway Inclement Weather Restrictions.....	11
Water Emergency Response Procedures.....	11
ADDITIONAL INFORMATION SOURCES.....	12
RESOURCES.....	13
Emergency Management Ordinance.....	14
Declaration of Local Emergency.....	22
Georgia Emergency Management Agency-Homeland Security Statewide Mutual Aid and Assistance Agreement.....	23
Emergency and Disaster Mutual Aid Agreement.....	31
General Release Agreement.....	34
Right of Entry and Agreement to Allow Use of Property as a Result of State of Emergency.....	35

# Introduction

The purpose of this guide is to (1) provide background information on emergency management; (2) review the various levels of emergency declarations; and (3) provide explanations and models of an emergency management ordinance and agreements that counties can use during times of disaster. The Emergency Management Ordinance and agreements provided in the resource section of this guide have been developed jointly through the years by the Association County Commissioners of Georgia (ACCG), the Georgia Municipal Association (GMA), the Georgia Attorney General's Office, and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) specifically for use by local governments. The county attorney should review the ordinance and agreements prior to adoption to ensure compliance with current state law and local legislation, as well as to adapt the ordinances to meet the particular needs of the community.

## BACKGROUND

Emergency management is the process of planning and coordinating several different county departments, city departments, state agencies, and private entities to deal with an emergency, disaster, or catastrophe. Emergencies come in all shapes and sizes:

- Severe weather events (e.g., tornadoes, hurricanes, floods, significant rainfall, ice, snow, drought, etc.)
- Natural disasters (e.g., earthquakes, wildfire, etc.)
- Terrorism, bio-terrorism, chemical emergencies (e.g., train or truck carrying hazardous materials overturning)
- Outbreaks and pandemics (e.g., H1N1 virus, avian flu, etc.)
- Radiation emergencies (e.g., nuclear reactor accidents)
- Mass casualty events (e.g., explosions, blasts, extreme traffic incidents, etc.)

Emergency management involves reducing the risk of harm to individuals and property, preparing the resources necessary to deal with the emergency, repairing the destruction, limiting further damage, and returning services to their pre-emergency state.

Local government is the first line of defense in a disaster. As political subdivisions of the state, county governments have primary responsibility for coordinating and providing emergency management services to their communities. When a disaster strikes, depending upon the type of emergency, it may take three or more days for service organizations, Federal Emergency Management Agency (FEMA), GEMA/HS, and other state agencies to be able to "get on the ground" to assist local government. In this interim, it is up to counties and cities to work together to meet the immediate needs of their citizens. One of the best ways for county commissioners to serve their citizens is to be prepared before a disaster hits. Preparedness requires a continuous cycle of planning, managing, organizing, training, and equipping. It also requires improving processes and procedures that will prevent, protect against, respond to, recover from, create resources for, and mitigate the effects of emergencies.

The many urgent and pressing needs during an emergency often make it difficult to properly create and follow appropriate procedures, policies, and agreements. However, having procedures, policies, and agreements drafted and adopted prior to an emergency allows officials to focus their energy on actually responding and addressing the immediate needs of the community. Also, being prepared and having a plan of action may save taxpayers millions of dollars in the event of an emergency.

Commissioners need to think about different types of emergencies that could occur and the county's ability to continue providing services. How would business be conducted if the courthouse was inaccessible? What if 75 percent of the county's workforce was unable to work due to a pandemic flu? What if all major roads were impassable? What if phone systems were down? What if there was no internet access? How would county officials communicate with each other? How would the county get necessary information out to the public if they do not have phone, electricity, cable, or internet? After considering such questions, commissioners need to make sure that their county's ordinances, regulations, policies, procedures, etc., allow the commission to take necessary actions.

# State of Emergency

In general, a state of emergency is a declaration by the government that suspends normal governmental functions, alerts citizens to change their normal behaviors, or begins implementation of emergency preparedness plans in certain geographic regions.

## STATE DECLARATION OF EMERGENCY

When an emergency occurs that may overwhelm the resources normally available to the county, the Governor can declare a state of emergency. The Governor's declaration of emergency authorizes the state and county to exercise emergency powers outlined in statute.<sup>1</sup> A state declaration is usually the first declaration when a disaster strikes.

This guide contains an emergency management ordinance, portions of which only apply during a state of emergency called by the Governor. Counties have special powers during a state declaration of emergency. Including these powers and how they are implemented in a county's ordinance makes this vital information easily accessible and makes the authority and ability to take certain actions clearer (see Resources, Emergency Management Ordinance, Section 3(c) Injunctive Relief on p. 18 and Section 5 Registration of Building and Repair Services on p. 19). In the midst of an emergency, there is no time to waste trying to sort out the chair's authority or how to implement the chair's special temporary powers.

## LOCAL DECLARATION OF EMERGENCY

Some local government officials declare a "local state of emergency" even before the Governor makes his or her declaration. However, a local state of emergency is primarily used to alert citizens and staff of the emergency and to enact certain local ordinances and procedures for dealing with emergencies.

Although there is no specific statutory authority for declaring a "local emergency," counties may use this as an order to trigger provisions of the emergency management ordinance that do not require the Governor's declaration. For example, in a local state of emergency, the county can activate their emergency management ordinance, which waives time-consuming bidding requirements and other formalities (see Resources, Emergency Management Ordinance, Section 4 Authority to Waive Procedures and Fee Structures on p. 18). While the special powers that accompany a declaration by the Governor **do not** apply during a local emergency, a local declaration does allow the board of commissioners some of the other flexibilities to respond to the emergency while waiting for the Governor's declaration.

<sup>1</sup> Official Code of Georgia Annotated (O.C.G.A.) § 38-3-51(b).

## FEDERAL DECLARATION OF EMERGENCY

When appropriate, the President may make a federal disaster area declaration. The declaration might not be made until after the event has occurred and federal officials are able to assess the damage. When the President makes a declaration of emergency (sometimes referred to as a “federal declaration” or “disaster declaration”), it allows FEMA to use its resources to help manage the emergency and allows other federal agencies to offer assistance in areas included in the declaration. In such a case, the citizens and businesses in any county included in the declaration may have access to federal grants and low interest loans to help repair and restore their property. Any county included in the declaration may be reimbursed some of the costs of recovering from the disaster through FEMA. However, boards of commissioners should be prepared to pay up front for emergency services, because the declaration may be delayed. Even when the declaration is not delayed, reimbursement may take several months, or even years, to be processed.

In order to be eligible for FEMA reimbursement, counties must comply with several conditions that require good record keeping. FEMA generally requires counties to comply with county established procedures while responding to an emergency.<sup>2</sup> In the midst of a disaster, there may not be time to bid out emergency supplies or services according to the county’s regular purchasing ordinance or policy. If the county has an established exception in its ordinances for emergency purchases and the county follows it when buying emergency supplies, the county may be entitled to FEMA reimbursement. If the county does not have an exception and does not follow its regular procedures, then it may be very difficult to receive FEMA reimbursement. (See Resources, Emergency Management Ordinance, Section 4(b) Public Works Contracts on p. 18 and (c) Purchasing on p. 19.)

FEMA also requires that a mutual aid agreement be in effect in order to reimburse the county for money paid to other governmental entities for assistance during an emergency. A model mutual aid agreement (see Resources, Emergency and Disaster Mutual Aid Agreement, p. 31) and a copy of the statewide mutual aid agreement between all counties and the state (see Resources, Statewide Mutual Aid and Assistance Agreement, p. 23) are included in this guide.

<sup>2</sup> See, for example, 44 CFR Part 13; *FEMA Public Assistance Program and Policy Guide*, FP 104-009-2, January 2016; FEMA Procurement Under Grants Public Assistance Policy website, <http://www.fema.gov/media-library/assets/documents/96773> (accessed July 12, 2016).

# Emergency Management Ordinance and Agreements Overview

The Emergency Management Ordinance and agreements are included in this guide (see Resources, p. 13) to assist counties in developing emergency management plans. An explanation of each document and why it should be implemented as part of the county emergency management plan has been provided below.

## EMERGENCY MANAGEMENT ORDINANCE

County boards of commissioners may adopt the Emergency Management Ordinance (see Resources, Emergency Management Ordinance, p. 14) before an emergency. This ordinance establishes some of the emergency management and response powers of the county, the chair, and the emergency management director. Most of these powers are dormant until an emergency occurs. However, once a state of emergency is declared, they become active. Certain provisions of the ordinance are only activated when the Governor declares a state of emergency. Other provisions are only activated by the chair or board of commissioners during a local emergency. Care should be taken to observe the difference between locally declared emergencies and state declared emergencies. The powers resulting from a county declared emergency are different from the powers resulting from a state declared emergency. (See Resources, Emergency Management Ordinance, Section 2. Emergency Management and Response Powers, p. 14.)

## DECLARING A LOCAL EMERGENCY

Section 2 of the Emergency Management Ordinance establishes a procedure for the chair of the board of commissioners to declare a local state of emergency by executing an order. This order allows some provisions of the ordinance to become effective, such as suspending lengthy bidding requirements for public works contracts, cumbersome purchasing procedures, etc. It may suspend the enforcement of certain provisions of the county ordinance, particularly as they relate to land use, during the state of emergency. Temporary dwellings (e.g., trailers, campers, tents, etc.) that may be otherwise prohibited by a county's ordinances may be allowed during the emergency and the time immediately following. The order may temporarily reduce or eliminate permit fees, application fees, or other fees imposed by the county during the state of emergency.

A local emergency declaration is not the same as a state of emergency declared by the Governor or the President. However, it can be helpful in responding to an emergency in the first few hours before the Governor or the President are able to assess and respond to the situation.

## AUTHORITY TO WAIVE PROCEDURES AND FEE STRUCTURES

Section 4 of the Emergency Management Ordinance allows the board of commissioners to waive certain formalities during a state of emergency. In the event of an emergency, commission meetings may be held at places other than the regular meeting place—even outside of the county.<sup>3</sup> During an emergency, regular purchasing procedures (i.e., placing a notice of bidding a project in the legal organ and at the courthouse for four weeks prior to the acceptance of a contract, letting out contracts only to the lowest bidder, etc.) and requirements for procuring public works contracts may be suspended. Section 4 may also allow the enforcement of certain portions of the code of ordinances to be

3 See, O.C.G.A. § 38-3-54.



suspended when (1) normal application of the code would be inconsistent with public health, safety, and welfare, and (2) the suspension is consistent with any federal or state statutes or regulations. The board of commissioners may use this section to suspend or reduce permit fees, application fees, or other rate schedules to encourage the rebuilding of the area impacted by the disaster. Finally, the board of commissioners may administratively allow the placement of temporary housing that might otherwise be prohibited by zoning regulations.

It should be noted that most of these powers may be exercised whether the state of emergency is declared by the Governor or by the chair.

### **REGISTRATION OF BUILDING AND REPAIR CONTRACTORS**

Section 5 of the Emergency Management Ordinance requires individuals or businesses that provide building, construction, repair, and renovation services to register and receive a certification from the county during a state of emergency and up to three months following the Governor's emergency declaration.<sup>4</sup> The certifications are not transferable. Failure to comply may result in a fine up to \$1,000 and/or 60 days imprisonment. This requirement enables county commissioners to protect their citizens from unscrupulous building contractors that travel from community to community in the wake of a disaster to prey upon unsuspecting property owners. Contractors also must submit any immigration compliance information required by state law.<sup>5</sup>

While requiring registration of contractors is a preferred practice, it is not always an option that county commissioners can utilize. The registration requirement only applies when the Governor has declared a state of emergency and may not be used when a local emergency has been declared by the county. Further, counties are not authorized to require registration of out-of-state utility businesses or employees during a state or federally declared disaster or emergency.<sup>6</sup>

### **IMPOSITION OF CURFEWS**

Section 6 of the Emergency Management Ordinance allows the board of commissioners to institute a curfew either (1) following a declaration of a state of emergency by the Governor or (2) following the existence of an emergency or disaster as determined by the board of commissioners. The curfew is instituted through the adoption of a resolution specifying the dates, hours, and territory within the county to which the curfew applies. The curfew does not apply to individuals rendering emergency services (e.g., Emergency Management Agency (EMA) employees, fire department employees, law enforcement employees, rescue workers, medical service providers, utility repair employees, military personnel, etc.). The resolution instituting a curfew may also exempt other individuals (e.g., news media employees, first informer broadcasters,<sup>7</sup> regular employees of local industries, building and repair contractors, etc.) at the discretion of the board of commissioners.

4 See, O.C.G.A. § 38-3-56.

5 See, O.C.G.A. §§ 13-10-91; 36-60-6; 50-36-1.

6 O.C.G.A. § 48-2-100(d).

7 O.C.G.A. § 38-3-57(f)(1)(C).

## DECLARATION OF LOCAL EMERGENCY

The Declaration of Local Emergency is an executive order that can be signed by the chair of the board of commissioners instituting a local emergency. While this order does not give counties the powers provided by a declaration of emergency by the Governor, it can be used to institute certain provisions of the ordinance regarding emergency management that will allow county staff and others to better respond to the emergency. (See Resources, Emergency Management Ordinance, Section 2, Emergency Management and Response Powers, p. 14.)

## THE GEMA-HOMELAND SECURITY STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

The GEMA-Homeland Security Statewide Mutual Aid and Assistance Agreement establishes the procedures, reimbursements, and other ground rules for counties and cities that assist each other during a state of emergency declared by the Governor. This agreement is executed by counties and cities with the State of Georgia, is in effect until March 1, 2020, and may be extended for additional four-year terms. (See Resources, GEMA-Homeland Security Statewide Mutual Aid and Assistance Agreement, p. 23.)

## EMERGENCY AND DISASTER MUTUAL AID AGREEMENT

The Emergency and Disaster Mutual Aid Agreement was developed jointly by ACCG and the Attorney General's Office. This agreement can be used by counties that only apply during state declared emergencies. While the Statewide Mutual Aid and Assistance Agreement only includes the state, counties, and cities, this agreement allows counties to work with participating cities, authorities, and private agencies to help each other during any declared emergencies. This agreement can be triggered by the local emergency management agency (EMA) director or by the board of commissioners' designee. The agency receiving any assistance pursuant to the agreement is responsible for reimbursing the assisting agency for compensation paid to employees, travel and maintenance expenses, and loss or damage to equipment. It should be noted that this is a mutual agreement for emergency management services. It is not the mutual aid resource pact for fire protection services under O.C.G.A. § 25-6-1 *et seq.* or the mutual aid agreement for law enforcement and fire protection services under O.C.G.A. § 36-69-1 *et seq.* (See Resources, Emergency and Disaster Mutual Aid Agreement, p. 31.)

## GENERAL RELEASE AGREEMENT

The General Release Agreement between property owners and the county releases the county from any liability for actions performed on private property during an emergency or disaster. As with all the model agreements provided in this guide, it is very important that the county attorney review and modify the release agreement as necessary. (See Resources, General Release Agreement, p. 34.)

## RIGHT OF ENTRY AND AGREEMENT TO ALLOW USE OF PROPERTY AS A RESULT OF A STATE OF EMERGENCY

The Right of Entry and Agreement to Allow Use of Property as a Result of a State of Emergency is a useful tool that allows counties to utilize private property during a disaster. Oftentimes, in a state of emergency, the county needs to use private property as a staging area, distribution area, shelter, etc. If the property owner allows the county to use the property free of charge, then the property owner is granted sovereign immunity (i.e., they cannot be successfully sued for any damage occurring on the property during the emergency). This agreement should be entered into by the chair (or other county officials designated by the board of commissioners) and the property owners after review by the county attorney. (See Resources, Right of Entry and Agreement to Allow Use of Property as a Result of a State of Emergency, p. 35.)

## Additional Considerations

Since 2014, the General Assembly has enacted several laws that may impact county emergency management policies and practices. While these issues are not specifically addressed in the model ordinances and agreements in this guide, it is important to be aware of them in the development of county emergency management plans. Any questions regarding how these issues may impact county emergency management should be directed to the county attorney.

### FIREARMS AND FIREWORKS

Georgia law prohibits state and local governments from regulating the use of firearms during a state of emergency.<sup>8</sup> As such, counties cannot temporarily or permanently seize firearms or ammunition, prohibit the possession of firearms or ammunition, require the registration of any firearm, or restrict a license holder from carrying a weapon to the extent these activities were not prohibited by law prior to the emergency.

The Governor is authorized to suspend or limit the sale, dispensing, or transportation of explosives during a state of emergency.<sup>9</sup> The Governor is also authorized to regulate and restrict consumer fireworks during a declaration of drought in the impacted area.<sup>10</sup> Counties and cities generally cannot prohibit the sale, use, or ignition of fireworks that are lawful under O.C.G.A. § 25-10-1 *et seq.*, unless expressly authorized by general law. However, a special use permit is required for public property.<sup>11</sup>

8 See, O.C.G.A. §§ 38-3-37; 38-3-51(d)(8).

9 O.C.G.A. § 38-3-51(d)(8). The term “fireworks” is not listed specifically in this statute, so it is unclear if they are included as part of the Governor’s additional emergency powers. The terms “explosives” and “combustibles” are, however, a part of the definition of fireworks in O.C.G.A. § 25-10-1(5).

10 O.C.G.A. § 25-10-2 (b)(3)(E). The Governor cannot restrict fireworks during a drought on the following days: January 1, July 3, July 4, or December 31.

11 See, O.C.G.A. §§ 36-60-24; 25-10-2(b)(3)(B)(v).

## FIRST INFORMER BROADCASTERS

A new role for media has been created to help keep the public updated during a declared state of emergency by the Governor or President. Any corporation or entity that is primarily engaged in the broadcasting of video or audio programming can apply to GEMA/HS to be designated as a first response broadcaster.<sup>12</sup> GEMA/HS is charged with developing rules and regulations for this process and may develop training courses on personal safety and navigation in an emergency area for first responder broadcaster personnel.

The unified incident command center and the Georgia Emergency Operations Plan establishes planning for first informer broadcasters so that during an emergency, to the extent practicable, they may

- have access to areas impacted to repair and restore broadcasting equipment and facilities to transmit, acquire, or produce emergency related programming;
- have access to the distribution of supplies and materials necessary for maintaining or producing a broadcast or broadcast signal; and
- be able to retain essential materials needed for broadcasting (i.e. not have them seized or condemned).

## STATE HIGHWAY INCLEMENT WEATHER RESTRICTIONS

After the historic snowstorm that brought the metro Atlanta area to a standstill in 2014, changes were made to the law to give the Georgia Department of Transportation (GDOT) authority to limit access to state highways due to a declared state of emergency. GDOT is now authorized to close or limit access to any portion of road on a state highway system due to a declared state of emergency for inclement weather conditions that result in dangerous driving conditions. The law further requires that appropriate signage be used to inform motorists of closures and that snow tires or chains be used for certain four or more wheel vehicles on limited access state roads during a declared state of emergency.<sup>13</sup>

## WATER EMERGENCY RESPONSE PROCEDURES

The Environmental Protection Division (EPD) is charged with establishing a protocol for coordinated responses to emergency situations in water quality. If EPD determines that there is a threat to the health or property of downstream water users, the law requires them to contact GEMA/HS, local emergency management agencies, and the local county health department. Upon notification from EPD, the local emergency management agency and county health department are required to prepare and post public notices about the threat. EPD is then tasked to ensure that immediate corrective action is initiated to prevent further damage. While this law gives EPD the authority to coordinate water emergency responses, it does not prevent counties from taking actions within their authority to protect public health.<sup>14</sup>

<sup>12</sup> O.C.G.A. § 38-3-57(f).

<sup>13</sup> O.C.G.A. § 32-6-5.

<sup>14</sup> O.C.G.A. § 12-5-30.4(f).

## Additional Information Sources

Commissioners should always feel free to contact ACCG with their emergency management questions. However, many other sources are available to assist local governments and their constituents, including the websites below:

- Centers for Disease Control and Prevention: [www.emergency.cdc.gov](http://www.emergency.cdc.gov)
- Emergency Management Assistance Compact (EMAC): [www.emacweb.org](http://www.emacweb.org)
- Federal Emergency Management Agency (FEMA): [www.fema.gov](http://www.fema.gov) and [www.disasterassistance.gov](http://www.disasterassistance.gov)
- FEMA Disaster Planning: [www.ready.gov](http://www.ready.gov)
- Pandemic Flu Resources: [www.flu.gov](http://www.flu.gov)
- U.S. Homeland Security: [www.dhs.gov/topic/plan-and-prepare-disasters](http://www.dhs.gov/topic/plan-and-prepare-disasters)
- Georgia Emergency Management and Homeland Security Agency (GEMA/HS): [www.gema.ga.gov](http://www.gema.ga.gov); 404.635.7000 or 800.TRY.GEMA (800.879.4362)
- GEMA/HS Plans Library: [www.gema.ga.gov/PlanPrepare/Pages/PlansMaps.aspx](http://www.gema.ga.gov/PlanPrepare/Pages/PlansMaps.aspx)
- Ready Georgia: [www.ready.ga.gov](http://www.ready.ga.gov)
- FirstNet Georgia: <http://firstnet.gema.ga.gov/Pages/default.aspx>
- Tropical Cyclones: [www.gema.ga.gov/PlanPrepare/Pages/Severe-Weather.aspx](http://www.gema.ga.gov/PlanPrepare/Pages/Severe-Weather.aspx)
- Mapping and GIS: <http://www.gema.ga.gov/PlanPrepare/Pages/Maps.aspx>
- Radiological Preparedness: [www.gema.ga.gov/About/Pages/Radiological-Preparedness-.aspx](http://www.gema.ga.gov/About/Pages/Radiological-Preparedness-.aspx)
- All Hazards Council: [www.gema.ga.gov/PlanPrepare/Pages/AllHazardsCouncil.aspx](http://www.gema.ga.gov/PlanPrepare/Pages/AllHazardsCouncil.aspx)
- Local Emergency Planning Committees: [www.gema.ga.gov/PlanPrepare/Pages/LEPC.aspx](http://www.gema.ga.gov/PlanPrepare/Pages/LEPC.aspx)
- Environmental Protection Division Resources: [www.epd.georgia.gov/emergency-response](http://www.epd.georgia.gov/emergency-response)

# Resources

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# Emergency Management Ordinance

**WHEREAS**, O.C.G.A. §§ 38-3-27 through 38-3-28 and 38-3-54 through 38-3-56 authorizes the \_\_\_\_\_ County Board of Commissioners to provide emergency management within \_\_\_\_\_ County;

**WHEREAS**, the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) is the state agency assigned responsibility for coordination of all organization for emergency management activities within the state;

**WHEREAS**, \_\_\_\_\_ Emergency Management Agency is an established emergency management agency; and

**WHEREAS**, to ensure an effective and coordinated response to disasters, the county wishes to coordinate emergency management agency (EMA) activities and responses with cities located within the county; and

**WHEREAS**, the Board of Commissioners believes that an ordinance should be adopted to protect the health and safety of persons and property during an emergency or disaster resulting from manmade or natural causes.

**NOW, THEREFORE, BE IT ORDAINED** that the Code of Ordinances of \_\_\_\_\_ County is amended by creating a new Chapter \_\_\_\_\_ Emergency Management to read as follows:

## CHAPTER \_\_\_\_\_ EMERGENCY MANAGEMENT

**SECTION 1. DEFINITIONS.** As used in this ordinance, the following terms

- (a) **“LOCALLY DECLARED EMERGENCIES.”** As used in this ordinance, a “locally declared emergency” or a “declaration of local emergency” shall mean a declaration by the chair of the board of commissioners enacting some or all of the local emergency powers addressed in this ordinance.
- (b) **“STATE DECLARED EMERGENCIES.”** As used in this ordinance, a “state declared emergency” or a “state of emergency” shall mean a declaration by the Governor of an actual or impending emergency or disaster of natural or human origin, or pandemic influenza emergency, or impending or actual enemy attack, or a public health emergency, within or affecting Georgia or against the United States. A declaration of emergency by the Governor may enact some or all of the emergency powers, local or otherwise, addressed in this ordinance.

## SECTION 2. EMERGENCY MANAGEMENT AND RESPONSE POWERS

(a) **DECLARATION OF LOCAL EMERGENCY.**

- (i) **Grant of authority.** In the event of an actual or threatened occurrence of a disaster or emergency, which may result in the large-scale loss of life, injury, property damage or destruction or in the major disruption of routine community affairs, business, or governmental operations in the county and which is of sufficient severity and magnitude to warrant extraordinary assistance by federal, state, and local departments and agencies to supplement the efforts of available public and private resources, the Chair of the Board of Commissioners may declare a local emergency for \_\_\_\_\_ County. The form of the declaration shall be similar to that provided in subsection (b) of this Code section.

- (ii) **Request for state assistance.** Consistent with a declaration of local emergency, the chair may request the Governor to provide assistance, provided that the disaster or emergency is beyond the capacity of the county to meet adequately and state assistance is necessary to supplement local efforts to save lives and protect property, public health and safety, or to avert or lessen the threat of a disaster.
- (iii) **Continuance.** The declaration of local emergency shall continue until the chair finds that emergency conditions no longer exist, at which time, the chair shall execute and file with the clerk of the board of commissioners a document marking the end of the emergency. No state of local emergency shall continue for longer than 30 days, unless renewed by the chair. The board of commissioners may, by resolution, end a state of emergency at any time.
- (iv) **Effect of declaration of emergency.**
  - (A) **Activation of emergency operations plan.** A declaration of emergency by the Governor or a declaration of local emergency by the chair shall automatically activate the county emergency operations plan and shall be the authority for deployment of personnel and use of any forces to which the plan applies and for use or distribution of any supplies, equipment, materials, and facilities assembled, stockpiled or arranged to be made available pursuant to the Georgia Emergency Management Act or any other laws applicable to emergencies or disasters.
    - (1) The \_\_\_\_\_ Emergency Management Agency (“EMA”) Director shall have the legal authority to exercise the powers and discharge the duties conferred upon the emergency management agency, including the implementation of the emergency operations plan, coordination of the emergency responses of public and private agencies and organizations, coordination of recovery efforts with state and federal officials, and inspection of emergency or disaster sites.
    - (2) In responding to the emergency and conducting necessary and appropriate survey of the damages caused by the emergency, the director or his/her designee is authorized to enter at a reasonable time upon any property, public or private, for the purpose of evaluating sites involved with emergency management functions to protect the public’s health, safety, or welfare.
    - (3) The director is authorized to execute a right of entry and/or agreement to use property for these purposes on behalf of the county; however, any such document shall be later presented for ratification at a meeting of the board of commissioners.
    - (4) No person shall refuse entry or access to any authorized representative or agent of the county who requests entry for purposes of evaluating sites involved with emergency management functions to protect the public’s health, safety, or welfare, and who presents appropriate credentials. Nor shall any person obstruct, hamper, or interfere with any such representative while that individual is in the process of carrying out his or her official duties.
  - (B) **Emergency Powers.** Following a declaration of emergency and during the continuance of such state of emergency, the chair is authorized to implement local emergency measures to protect life and property or to bring the emergency situation under control.
    - (1) **State Declared State of Emergency.** If the Governor declares a state of emergency for the county, the chair may cause the following provisions of this ordinance to become effective:
      - (a) Section 4. Authority to Waive Procedures and Fee Structures;
      - (b) Section 5. Registration of Building and Repair Services; and/or
      - (c) Section 6. Closed or Restricted Areas and Curfews.



(2) **Locally Declared State of Emergency.** If the chair declares a local emergency for the county, the chair may cause the following provisions of this ordinance to become effective:

- (a) Section 4. Authority to Waive Procedures and Fee Structures; and/or
- (b) Section 6. Closed or Restricted Areas and Curfews.

If any of these sections are included in a declaration of local emergency, the same shall be filed in the office of the clerk of the board of commissioners and shall be in effect until the declaration of local emergency has terminated.

(C) **Authority to waive procedures and fees.** Pursuant to a declaration of emergency, the board of commissioners is authorized to cause to be effective any of the subsections of Section 4 of this chapter as appropriate. The implementation of such subsections shall be filed in the office of the clerk of the board of commissioners.

(D) **Additional emergency powers.** The chair of the board of commissioners shall have, and may exercise for such period as the declared emergency exists or continues, the following additional emergency powers:

- (1) To direct and compel the evacuation of all or part of the population from any stricken or threatened area, for the preservation of life or other disaster mitigation, response, or recovery;
- (2) To prescribe routes, modes of transportation, and destinations in connection with evacuation;
- (3) To make provision for the availability and use of temporary emergency housing, emergency shelters, and/or emergency medical shelters;
- (4) To transfer the direction, personnel, or functions of any county departments for the purpose of performing or facilitating emergency services;
- (5) To utilize all available resources of the county and subordinate agencies over which the county has budgetary control as reasonably necessary to cope with the emergency or disaster;
- (6) To utilize public property when necessary to cope with the emergency or disaster or when there is compelling necessity for the protection of lives, health, and welfare, and/or the property of citizens;
- (7) To suspend any ordinance, resolution, order, rules, or regulation prescribing the procedures for conduct of county business, or the orders, rules, or regulations of any county department, if strict compliance with any ordinance, resolution, order, rule, or regulation would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster, provided that such suspension shall provide for the minimum deviation from the requirements under the circumstances and further provided that, when practicable, specialists shall be assigned to avoid adverse effects resulting from such suspension;
- (8) To provide benefits to citizens upon execution of an intergovernmental agreement for grants to meet disaster-related necessary expenses or serious needs of individuals or families adversely affected by an emergency or disaster in cases where the individuals or families are unable to meet the expenses or needs from other means, provided that such grants are authorized only when matching state or federal funds are available for such purpose;
- (9) To perform and exercise such other functions, powers, and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population, including individuals with household pets and service animals prior to, during, and following a major disaster or emergency.

- (b) **FORM OF DECLARATION OF LOCAL EMERGENCY.** Upon the declaration of local emergency, an official “Declaration of Local Emergency,” in substantially the same form set forth below, shall be signed and filed in the office of the county clerk and shall be communicated to the citizens of the affected area using the most effective and efficient means available. The declaration shall state the nature of the emergency or disaster, the conditions that require the declaration, and any sections of this chapter that shall be in effect.

## “Declaration of Local Emergency

**WHEREAS,** \_\_\_\_\_ County, Georgia has experienced an event of critical significance as a result of [ *description of event* ] on [ *date* ];

**WHEREAS,** the Governor *has/has not* declared a state of emergency for \_\_\_\_\_ County;

**WHEREAS,** in the judgment of the Chair of the \_\_\_\_\_ County Board of Commissioners, with advice from the \_\_\_\_\_ Emergency Management Agency, there exists emergency circumstances located in [ *describe geographic location* ] requiring extraordinary and immediate corrective actions for the protection of the health, safety, and welfare of the citizens of \_\_\_\_\_ County, including individuals with household pets and service animals; and

**WHEREAS,** to prevent or minimize injury to people and damage to property resulting from this event, certain actions are required.

**NOW, THEREFORE,** pursuant to the authority vested in me by local and state law;

**IT IS HEREBY DECLARED** that a local state of emergency exists and shall continue until the conditions requiring this declaration are abated.

**THEREFORE, IT IS ORDERED:**

- (1) That the \_\_\_\_\_ County Emergency Management Agency activates the Emergency Operations Plan;
- (2) That the following sections of the \_\_\_\_\_ County Code be implemented. [ *If deemed appropriate, choose from the following* ]:
  - \_\_\_\_\_ Section 4. Authority to Waive Procedures and Fee Structures
  - \_\_\_\_\_ Section 5. Registration of Building and Repair Services (to be effective only if the Governor declares a state of emergency)
  - \_\_\_\_\_ Section 6. Closed or Restricted Areas and Curfews
  - \_\_\_\_\_ Section \_\_\_\_\_. [ *Any other emergency management ordinances, such as an emergency purchasing ordinance, etc.* ]
- (3) That the following measures also be implemented: \_\_\_\_\_

[ *If deemed appropriate, select items from Section 2(a)(iv)(C) or (D) or such other measures as appropriate.* ]

ENTERED at [ *time* ] on [ *date* ].

[ *Signed* ]

Chair, \_\_\_\_\_ County's Board of Commissioners"

- (c) **CONTRACTS WITH MUNICIPALITIES.** In addition to the normal agreements embodied in the county' emergency operations plan for mutual emergency assistance, the board of commissioners may contract with any municipality for the administration of an emergency response program.

### SECTION 3. ENFORCEMENT AND REMEDIES

- (a) **LAW ENFORCEMENT.** In accordance with O.C.G.A. § 38-3-4, the \_\_\_\_\_ County Sheriff's Office shall be authorized to enforce the orders, rules, and regulations contained in this ordinance and/or implemented by the chair or board of commissioners during a declared emergency.
- (b) **PENALTIES.** Failure to comply with any of the requirements or provisions of the regulations contained in this ordinance, or with any code section, order, rule, or regulation made effective by the chair or board of commissioners upon or after the declaration of an emergency shall constitute a violation of the provisions of this ordinance. Any person who violates any provision in this ordinance shall, upon conviction thereof, be guilty of a misdemeanor punishable by a fine not exceeding \$1,000, imprisonment for a term not exceeding 60 days, or both such fine and imprisonment, for each violation. Each person assisting in the commission of a violation shall be guilty of separate offenses. Each day during which a violation or failure to comply continues shall constitute a separate violation.
- (c) **INJUNCTIVE RELIEF.** In accordance with O.C.G.A. § 38-3-5, in addition to the remedies prescribed in this section, the EMA director is authorized to obtain an injunction to restrain violation of laws, code sections, orders, rules, and regulations that are contained in the Georgia Emergency Management Act and/or this ordinance, and/or are implemented by the board of commissioners during a declared emergency.
- (d) **ENFORCEMENT.** Except as otherwise provided in this chapter, this ordinance may be enforced by the sheriff's office, the EMA director and \_\_\_\_\_.

### SECTION 4. AUTHORITY TO WAIVE PROCEDURES AND FEE STRUCTURES

- (a) **COUNTY BUSINESS.** Upon declaration of an emergency or disaster by the Governor or chair of the board of commissioners, the affairs and business of the county may be conducted at places other than the regular or usual location, within or outside of the county, when it is not prudent, expedient, or possible to conduct business at the regular location. When such meetings occur outside of the county, all actions taken by the board of commissioners shall be as valid and binding as if performed within the county. Such meetings may be called by the presiding officer or any two members of the board of commissioners without regard to or compliance with time-consuming procedures and formalities otherwise required by law.
- (b) **PUBLIC WORKS CONTRACTS.** Upon declaration of an emergency or disaster by the Governor or chair of the board of commissioners, the board of commissioners may contract for public works without letting such contract out to the lowest, responsible bidder and without advertising and posting notification of such contract for four weeks; provided, however, that the emergency must be of such nature that immediate action is required and that the action is necessary for the protection of the public health, safety, and welfare. Any public works contract entered into pursuant to this subsection shall be entered on the minutes of the county as soon as practical and the nature of the emergency described therein in accordance with O.C.G.A. § 36-91-22(e). Contracts entered into

pursuant to this subsection for the physical performance of services as defined in O.C.G.A. § 13-10-90 may also require the submission of an E-Verify Contractor Affidavit.

- (c) **PURCHASING.** Upon declaration of an emergency or disaster by the Governor or chair of the board of commissioners, the purchasing ordinances, regulations, or policies may be suspended. County officials shall continue to seek to obtain the best prices during the state of local emergency.
- (d) **CODE ENFORCEMENT.** Upon declaration of a state of emergency or disaster by the Governor or the chair of the board of commissioners, the board of commissioners may temporarily suspend the enforcement of the ordinances of the county, or any portion thereof, where the emergency is of such nature that immediate action outside the code is required, such suspension is consistent with the protection of the public health, safety, and welfare, and such suspension is not inconsistent with any federal or state statutes or regulations.
- (e) **FEES.** Upon declaration of a state of emergency or disaster by the Governor or the chair of the board of commissioners, the board of commissioners may temporarily reduce or suspend any permit fees, application fees, or other rate structures as necessary to encourage the rebuilding of the areas impacted by the disaster or emergency. The term “fees” includes fees or rates charged by the county for building permits, land disturbance permits, zoning applications, special land use permits, temporary land use permits, and other fees relating to the reconstruction, repair, and clean-up of areas impacted by the disaster or emergency. The term “fees” does not include fees collected by the county on behalf of the state or federal government or fees charged by the county pursuant to a state or federal statute or regulation.
- (f) **TEMPORARY DWELLINGS.** Upon the declaration of a state of emergency or disaster by the Governor or chair of the board of commissioners, the board of commissioners or its designees may issue temporary permits for mobile homes, trailers, recreational vehicles, or other temporary dwelling structures or parks in any zoning district, even though not otherwise permitted by development code, while the primary dwelling is being repaired, provided that such temporary dwellings or parks are designed by an engineer and the plans are approved by the county health department and development services. The temporary permit shall not exceed six months in duration. In the case of a continuing hardship, and in the discretion of the board of commissioners or its designee, the permit may be extended for a period of up to an additional six months. Upon expiration of the temporary permit and/or extension, the temporary dwelling must be removed.

## SECTION 5. REGISTRATION OF BUILDING AND REPAIR SERVICES

- (a) In accordance with O.C.G.A. § 38-3-56, before building, constructing, repairing, renovating, or making improvements to any real property, including dwellings, homes, buildings, structures, or fixtures within an area in the unincorporated area of the county designated in a declared emergency or disaster, any person, firm, partnership, corporation, or other entity, except for out-of-state utility businesses and employees which are exempted as provided for in O.C.G.A. § 48-2-100(d)(1) and (2), must register with the \_\_\_\_\_ County Development Services Department and secure a building permit that is posted at the work site. Each day any such entity does business in the unincorporated areas of the county without complying with this ordinance constitutes a separate offense.
- (b) The cost of registration fees in a declared emergency or disaster is fixed at \$ \_\_\_\_\_ per annum. Registration is nontransferable. The cost of the emergency building permit shall be equal to the cost for a building permit under existing regulations. The permit shall only be authorized for repairs.
- (c) When registering, any person, partnership, corporation, or other entity making application must, under oath, complete an application providing the following information:

- (i) Name of applicant;
  - (ii) Permanent address and phone number of applicant;
  - (iii) Applicant's Social Security number or federal employer identification number;
  - (iv) If applicant is a corporation, the state and date of incorporation;
  - (v) Tag registration information for each vehicle to be used in the business;
  - (vi) List of cities and/or counties where the applicant has conducted business within the past 12 months;
  - (vii) Georgia sales tax number or authorization;
  - (viii) Georgia business license number, if required;
  - (ix) Copy of license from the Secretary of State, if required;
  - (x) A signed and sworn affidavit verifying the applicant's legal presence in the United States if required by O.C.G.A. § 50-36-1;
  - (xi) At least one secure and verifiable document as defined in O.C.G.A. § 50-36-2, if required by O.C.G.A. § 50-36-1;
  - (xii) A signed and sworn affidavit, or statement or number as applicable, verifying the business's utilization of or exemption from the federal work authorization program as provided for in O.C.G.A. § 36-60-6.
- (d) **EFFECTIVE DATE.** This section shall become effective only upon a declaration of emergency by the Governor and a local declaration stating this section is in effect. Unless otherwise specified in the declaration of emergency or otherwise extended by the board of commissioners, the provisions of this Code section shall remain in effect during the state of emergency and for a subsequent recovery period of three months.

## SECTION 6. CLOSED OR RESTRICTED AREAS AND CURFEWS DURING EMERGENCY

- (a) To preserve, protect, or sustain the life, health, welfare, or safety of persons or their property within a designated area under a declaration of emergency, it shall be unlawful for any person to travel, loiter, wander, or stroll in or upon the public streets, highways, roads, lanes, parks, or other public grounds, public places, public buildings, places of amusement, eating places, vacant lots, or any other place during a declared emergency between hours specified by the chair until the curfew is lifted.
- (b) To promote order, protect lives, minimize the potential for looting and other crimes, and facilitate recovery operations during an emergency, the chair shall have discretion to impose re-entry restrictions on certain areas. The chair shall exercise such discretion in accordance with the county emergency operations plan, which shall be followed during emergencies.
- (c) The provisions of this section shall not apply to persons acting in the following capacities:
  - (i) Authorized and essential law enforcement personnel;
  - (ii) Authorized and essential health care providers;
  - (iii) Authorized and essential personnel of the county;
  - (iv) Authorized National Guard or federal military personnel;
  - (v) Authorized and essential firefighters;

- (vi) Authorized and essential emergency response personnel;
  - (vii) Authorized and essential personnel or volunteers working with or through the county emergency management agency (EMA);
  - (viii) Authorized and essential utility repair crews;
  - (ix) Citizens seeking to restore order to their homes or businesses while on their own property or place of business;
  - (x) Other authorized and essential persons as designated on a list compiled by EMA, the director of public safety, and/or the sheriff of the county.
- (d) **ENFORCEABILITY.** This section shall be enforced by officers of the law enforcement personnel approved to provide aid and assistance during the emergency. Nothing contained in this section shall prohibit a law enforcement officer from bringing other charges under state law.
- (e) **EFFECTIVE DATE.** This section shall become effective only upon the signing of a declaration of emergency, stating this section is in effect.

## SECTION 7. REGULATIONS CONTINUED IN EFFECT

All ordinances, resolutions, motions, and orders pertaining to civil defense, emergency management, and disaster relief that are not in conflict with this chapter are continued in full force and effect. Such ordinances, etc., are on file in the office of the county clerk.

**BE IT FURTHER ORDAINED** that this ordinance shall become effective upon its approval. So ordained this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Board of Commissioners of \_\_\_\_\_ County, Georgia

Attest:

\_\_\_\_\_  
County Clerk

# Declaration of Local Emergency

STATE OF GEORGIA

\_\_\_\_\_ COUNTY

**WHEREAS**, \_\_\_\_\_ County, Georgia has experienced an event of critical significance as a result of [ *description of event* ] on [ *date* ];

**WHEREAS**, the Governor *has/has not* declared a state of emergency for \_\_\_\_\_ County,

**WHEREAS**, in the judgment of the Chair of the \_\_\_\_\_ County Board of Commissioners, with advice from the \_\_\_\_\_ Emergency Management Agency, there exists emergency circumstances located in [ *describe geographic location* ] requiring extraordinary and immediate corrective actions for the protection of the health, safety, and welfare of the citizens of \_\_\_\_\_ County, including individuals with household pets and service animals; and

**WHEREAS**, to prevent or minimize injury to people and damage to property resulting from this event, certain actions are required.

**NOW, THEREFORE**, pursuant to the authority vested in me by local and state law;

**IT IS HEREBY DECLARED** that a local state of emergency exists and shall continue until the conditions requiring this declaration are abated.

## THEREFORE IT IS ORDERED:

- (1) That the \_\_\_\_\_ County Emergency Management Agency activates the Emergency Operations Plan;
- (2) That the following sections of the \_\_\_\_\_ County Code be implemented. [ *If deemed appropriate, choose from the following* ]:
  - \_\_\_\_\_ Section 4. Authority to Waive Procedures and Fee Structures
  - \_\_\_\_\_ Section 5. Registration of Building and Repair Services (to be effective only if the Governor declares a state of emergency)
  - \_\_\_\_\_ Section 6. Closed or Restricted Areas and Curfews
  - \_\_\_\_\_ Section \_\_\_\_\_. [ *Any other emergency management ordinances, such as an emergency purchasing ordinance, etc.* ]
- (3) That the following measures also be implemented: \_\_\_\_\_

[ *If deemed appropriate, select items from Section 2(a)(iv)(C) or (D) of the Emergency Management Ordinance or such other measures as appropriate.* ]

ENTERED at [ *time* ] on [ *date* ].

[ *Signed* ]

Chair, \_\_\_\_\_ County Board of Commissioners

# Georgia Emergency Management Agency-Homeland Security Statewide Mutual Aid and Assistance Agreement

COUNTY/MUNICIPALITY: \_\_\_\_\_

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS, AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this agreement, hereinafter called “Participating Parties” and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) “Agreement” means this agreement, generally referred to as the “Statewide Mutual Aid Agreement” (SWMAA).
- (2) “Assistance” includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) “Assisting Party” means a party that provides assistance pursuant to this Agreement during a disaster or emergency.
- (4) “Authorized Representative” means a Participating Party’s elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) “Participating Party” means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) “Participating Parties” means the combination of counties and municipalities that have become parties to this Agreement by their approval and executions of this Agreement.
- (7) “Requesting Party” means a Participating Party that requests assistance pursuant to this Agreement during a disaster or emergency.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.



## ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1.

Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and

2.

Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

## ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care, and welfare of the people shall be the underlying principle on which all articles of this agreement shall be understood.

In the event a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

## ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) 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; and
- (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

- (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
- (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources the GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must 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, such as but not limited to 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, damage assessment, volunteer and donated goods and search and rescue; and
- (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; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

## ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

## ARTICLE VI LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

## ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

## ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendment to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation

due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein shall mean and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Party's personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain record and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

## ARTICLE IX IMPLEMENTATION

This agreement shall become operative immediately upon its approval and execution by the GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

## ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this Agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer-Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for \_\_\_\_\_ (county municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Chief Executive Officer – Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for \_\_\_\_\_ (county/municipality) for the purpose of reimbursement sought for mutual aid:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
Chief Executive Officer – Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

# Emergency and Disaster Mutual Aid Agreement

**WHEREAS**, a need for mutual aid agreements between the counties, cities, authorities, and private agencies in Georgia has been recognized; and

**WHEREAS**, authority for such agreement can be found in O.C.G.A. § 38-3-29.

**NOW THEREFORE**, be it resolved that the \_\_\_\_\_ County Board of Commissioners and, \_\_\_\_\_ adopt this Emergency and Disaster Mutual Aid Agreement.

## 1. DEFINITIONS

The following definitions shall apply throughout this agreement:

- (a) "Agreement" means the Emergency and Disaster Mutual Aid Agreement.
- (b) "Assisting Local Agency" means the Participating Local Agency furnishing equipment, services, personnel or other aid pursuant to this agreement.
- (c) "Disaster" means any natural, technological, or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a state emergency by a county, city, the Governor, or the President of the United States.
- (d) "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, that results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
- (e) "Emergency Management Director" means the person appointed by the county governing authority to implement the emergency plan of the county.
- (f) "Employees" means paid, volunteer, and auxiliary employees and emergency management workers.
- (g) "Participating Local Agency" means a county, city, authority, or private agency that has duly enacted this agreement.
- (h) "Receiving Local Agency" means the Participating Local Agency requesting equipment, services, personnel, or other aid pursuant to this agreement.

## 2. TERM

This agreement begins on the date executed by the parties and continues for one year. This agreement shall automatically renew for an additional one-year period unless any party provides written notice of an intention not to renew within 30 days of the expiration date.

## 3. BASIC AGREEMENT

Any Participating Local Agency requested to render mutual aid or requested to participate in exercises and training for mutual aid pursuant to this Agreement shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof: provided, however, that the Assisting Local Agency may withhold or withdraw those resources necessary to provide protection for such local agency.



## 4. PROCEDURE

In the event of any emergency or disaster, the Emergency Management Director of any county or local agency, or the designee of the county governing authority, may request assistance of another Participating Local Agency by contacting the Emergency Management Director, or the designee of the governing authority, of that county or Participating Local Agency. The provisions of this agreement shall only apply to requests for assistance made by and to official emergency management directors or the designees of the county governing authority or Participating Local Agency. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within ten days of the verbal request.

## 5. RIGHTS AND DUTIES

Each Participating Local Agency shall afford to the employees of any other Participating Local Agency, while operating within its jurisdiction under the terms and conditions of this Agreement, the same powers (except that of arrest, unless specifically authorized by the Receiving Local Agency), duties, rights, privileges and immunities as are afforded employees of the Receiving Local Agency in which they are performing emergency services. Employees of the Assisting Local Agency will continue under the command and control of their regular leaders, but as a group will come under the operational control of the emergency services authorities of the Receiving Local Agency, unless the Receiving Local Agency relinquishes such control.

## 6. LICENSES AND PERMITS

Whenever any person holds a license, certificate, or other permit issued by the state, county, or other qualified agency evidencing that the individual possesses any required professional, mechanical, or other skills, such person may be permitted by the Receiving Local Agency to render aid involving such skill in any other Participating Local Agency to meet an emergency or disaster situation.

## 7. COMPENSATION

Each Participating Local Agency shall provide for the payment of compensation and death benefits to injured employees of that county and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this Agreement, in the same manner and on the same terms as if the injury or death were sustained with their own local agency.

## 8. PAYMENT AND REIMBURSEMENT

The Receiving Local Agency shall pay and reimburse the Assisting Local Agency for the compensation paid to its employees during the time and rendition of the aid and shall defray the actual traveling and maintenance expenses of the employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees were engaged in rendering the aid. The Receiving Local Agency shall also be liable for any loss or damage to equipment used for or in the Receiving Local Agency pursuant to this Agreement and shall pay any expense incurred in the operation or maintenance thereof. No claim for the loss of, damage to, or expense of such equipment shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Receiving Local Agency.

9. IMMUNITY

Neither an Assisting Local Agency nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representative of any Assisting Local Agency, nor any unpaid trained personnel or member of any agency engaged in any emergency management activity pursuant to this Agreement, shall be liable for the death of or injury to person or for damage to property as a result of such activity.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Board of Commissioners

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

City of \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

# General Release Agreement

STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_

**FOR AND IN CONSIDERATION OF** work performed by \_\_\_\_\_ County on subject property located at \_\_\_\_\_, I/we, the owners of subject property acknowledge and do forever release, acquit, discharge, and covenant to hold harmless \_\_\_\_\_ County and any of its officers, agents, and employees from any and all action, causes of action, claims, demands, damages, costs, loss of services, compensation, and losses and expenses of whatsoever kind or nature in law or equity, for and on account of, or in any way growing out of, any and all known and unknown personal injuries and/or property damages that the undersigned may now or hereafter have as owners of the subject property resulting from work being performed on the subject property on or about \_\_\_\_\_, 20\_\_\_\_.

It is further understood and agreed that this Release Agreement extends to and includes indemnification for the negligence, if any, of the county, its officers, agents, servants, and employees either direct or vicarious, or for its or their own act or omission that would or may constitute negligence of which would or may constitute the creation or maintenance of a nuisance.

I/we have carefully read the foregoing and fully understand and agree to the same and have executed the same freely and voluntarily. Furthermore, I/we have consulted or been given the opportunity to consult with an attorney of my/our own choosing prior to the execution of this document.

**IN WITNESS WHEREOF**, the undersigned has/have hereunto set his/her/their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner: \_\_\_\_\_

Owner: \_\_\_\_\_

Signed, Sealed and Sworn to  
and Subscribed  
before the undersigned  
unofficial witness and notary public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public, State of Georgia

My Commission Expires: \_\_\_\_\_

# Right of Entry and Agreement to Allow Use of Property As a Result of State of Emergency

STATE OF GEORGIA  
\_\_\_\_\_ COUNTY

The Right of Entry and Agreement to Allow Use of Property as a Result of State of Emergency is entered into between the \_\_\_\_\_ County Board of Commissioners ("County"), [ *insert address* ] and \_\_\_\_\_ [ *print the name and address of property owner(s)* ] ("Property Owner(s)"). In consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which is hereby acknowledged by the parties, we agree as follows:

**WHEREAS**, as a result of \_\_\_\_\_ [ *insert a description of the emergency* ], a state of emergency has been declared for the County; and

**WHEREAS**, certain real property is needed by the County Emergency Management Agency to be used for \_\_\_\_\_.

**NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES THAT**

\_\_\_\_\_ [ *print the name of property owner(s)* ] am/are the owner(s) of property located at Land Lot # \_\_\_\_\_, District # \_\_\_\_\_, Section # \_\_\_\_\_, and Parcel # \_\_\_\_\_ of \_\_\_\_\_ County and shown on the map filed in the \_\_\_\_\_ County Tax Offices. I/we agree to allow the \_\_\_\_\_ County Board of Commissioners ("County"), their employees and agents to enter the above referenced property for purposes of establishing \_\_\_\_\_ for a period up to \_\_\_\_\_ days, unless otherwise extended by mutual agreement.

County:  
\_\_\_\_\_

Property Owner:  
\_\_\_\_\_

DATE:  
\_\_\_\_\_

DATE:  
\_\_\_\_\_

Property Owner:  
\_\_\_\_\_

DATE:  
\_\_\_\_\_



**ACCG**

Advancing Georgia's Counties.

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