

Anderson County Government

Request for Bids

100 North Main Street, Suite 214
Courthouse
Clinton, Tennessee 37716
(865) 457-6218 Office
(865) 457-6252 Fax

purchasing@andersontn.org
<http://andersontn.org/purchasing>

RFP No.: 4822

Date Issued: June 1, 2018

Proposals will be received until
2:30 p.m. Eastern Time on June 21, 2018

Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES
IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Natalie Erb, Director of Finance

BID DESCRIPTION

RFP for Debris Management Plan

All vendors are to submit one (1) original and one (1) exact copies of their response.

Contact Purchasing in writing with any questions. Refer to General Terms and Conditions Section 1.2.

RFP 4822 - Debris Management Plan

Scope of Work

Anderson County (herein after referred to as the "County") seeks proposals from consulting firms in order to create a Disaster Debris Management Plan (herein after referred to as the "Plan"). The Plan shall provide policies and guidance for Anderson County for the removal and disposal of debris caused by major disaster. It shall satisfy the requirements from the State of Tennessee (Tennessee Code Annotated 68-211-815(b)(17)) and FEMA.

Upon approval by Tennessee Department of Environment and Conversation, the Plan shall be added as an appendix to the County's Basic Emergency Operation Plan (Attachment 7).

The Plan will follow the guidelines provided in the FEMA Debris Management Plan Review Job Aid (Attachment 8), as well as direction and feedback from a team of stakeholders. The stakeholders will include personnel from the Highway, Emergency Management, and Solid Waste Departments and others as determined by Anderson County.

The consultant will attend at least two information-gathering meetings with the stakeholders. The consultant will also present a draft plan to the stakeholders in order to obtain feedback before providing the final Plan. Meeting attendance may be virtual and the times will be finalized with the selected firm. The initial meeting shall be in July.

Proposal Contents

1. Background information on the firm

The proposal shall include an overview of the firm, the number of years in business, the number of employees, areas of specialization, and other information that indicates the necessary qualifications to accomplish this project.

2. Project Team

The proposal shall list the personnel that will be assigned to the project and provide their education, experience/qualifications, licenses and resumes.

3. Experience

The proposal shall describe the firm's experience and qualifications in order to demonstrate the ability to perform the work specified in this RFP, including but not limited to: specialized debris removal planning experience, business plan development experience, working with multiple stake-holders and expertise in the FEMA and the Tennessee Emergency Management Agency (TEMA) programs. The firm shall provide reference information for three customers as provided on Attachment 2.

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department. Late bids will not be considered.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

**ANDERSON COUNTY PURCHASING DEPARTMENT
100 NORTH MAIN STREET, SUITES 214 AND 218
CLINTON, TN 37716**

**Email: purchasing@andersontn.org
Website: <http://andersontn.org/purchasing>**

(865) 457-6218 Phone
(865) 457-6252 Fax

**Bid documents must be completed in ink or typed, signed in ink,
and free from alterations, erasures or mark-throughs.**

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to purchasing@andersontn.org no less than ninety-six (96) hours before bid opening date.

1.4 BID CLOCK: The bid/time clock in the Anderson County Purchasing office will be the time of record.

1.5 TAXES: Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Anderson County may consider multiple bid awards.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b): Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

1.14 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.15 DELIVERY: Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

1.17 VENDOR'S DEFAULT: Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.18 DUPLICATE COPIES: Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.19 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

1.21 SCHOOL CAFETERIA BIDS: If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

1.22 TERMINATION: Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.23 OSHA SAFETY: The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.24 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.25 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.26 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at www.vendorregistry.com. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.27 PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must in be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

1.28 INDEMNIFICATION/HOLD HARMLESS: Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

1.29 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.30 WAIVING OF INFORMALITIES: Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

1.31 APPROPRIATION: Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.32 ASSIGNMENT: Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

1.33 QUANTITIES: Anderson County does not guarantee quantities to be purchased off this bid.

1.34 UNIT PRICE: In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.35 MODIFICATION OR WITHDRAWAL OF BIDS: When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.36 PRE-BID CONFERENCES: Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

1.37 ADDENDUM: § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

1.38 OWNERSHIP: All bids, once received, become property of Anderson County Government and will not be returned.

1.39 WEATHER AND COURTHOUSE CLOSINGS: In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.40 IRAN DIVESTMENT ACT OF 2014: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.

Attachment 2 – References

1. Customer Name:

Customer Contact Person:

Customer Address:

Customer Phone Number:

Customer Email Address:

Description of Services Provided:

Firm Name: _____

Attachment 2 – References Cont.

2. Customer Name:

Customer Contact Person:

Customer Address:

Customer Phone Number:

Customer Email Address:

Description of Services Provided:

Firm Name: _____

Attachment 2 – References Cont.

3. Customer Name:

Customer Contact Person:

Customer Address:

Customer Phone Number:

Customer Email Address:

Description of Services Provided:

Firm Name: _____

Attachment 3 – Cost Proposal

Firm Name: _____

Total Cost: _____

No other cost will be paid to awarded vendor.

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

I state that I am (Title) _____ of (Name of My Firm) _____ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of My Firm) _____ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

Representative's Signature

Title

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

My commission expires: _____



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

(____) Corporation (____) Partnership (____) Limited Liability (____) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ___ No___

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native ____%
- African American ____%
- Hispanic ____%
- Asian/Pacific Islander ____%
- Other ____% _____ (please indicate)

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

XX-XXXX

Attachment 6 – Sample Contract for Services

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and XXXXXX (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide XXXXX for the County Per XXXXXXXX.

Standard of Performance. Contractor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: XXXXXX. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY **with renewal option of XXXXXXXX.**

Release. Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Severability. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination: Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Attachment 6 – Sample Contract for Services

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Jurisdiction. Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement: Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Attachment 6 – Sample Contract for Services

Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Assignment. This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

Further Documentation. The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Vendor/Supplier:

Signature Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government
Administrative Approval:

Natalie Erb, CPA, CTP, Finance Director Date

Anderson County Department Head
Approval:

Date

Approved as to Form

Law Director Date

BASIC PLAN

I. Introduction

A. Purpose

This document establishes a comprehensive emergency management plan for Anderson County and its political subdivisions. This plan directs actions aimed at accomplishing four general goals: (1) to mitigate potential effects of hazards that might impact the county, (2) to prepare to take actions which will save lives and minimize damage, (3) to respond rapidly to the needs of the citizens and local jurisdictions during emergencies, and (4) to provide for organized recovery to return the county and its communities to normal as soon as possible after disaster. This plan defines the roles and responsibilities associated with the mitigation, preparedness, response, and recovery efforts directed at natural disasters, technological accidents, terrorist attacks, and other major incidents that may impact Anderson County.

B. Scope

This plan applies to emergency functions in Anderson County, except those actions for which the state or federal government has primary responsibility (such as hazardous materials release from a Department of Energy plant or TVA nuclear power plant). County and local jurisdiction emergency functions include: fire and police services; emergency medical services; rescue; warning; communications; engineering; hazardous materials abatement; evacuation; emergency welfare services; emergency transportation services; and all other functions related to the protection of the civil population as defined by Tennessee Code Annotated (TCA 58-2-102). Additionally, responsibilities associated with preparedness for, response to, and recovery from disasters, enemy attack, sabotage, hostile actions, rioting, mob violence, power failures, and energy emergencies and/or their threatened occurrence are addressed as required by TCA 58-2-101.

This plan also discusses potential problems resulting from natural disasters, enemy attack, and all technological incidents exclusive of those associated with nuclear power plants. Detailed plans for each nuclear facility are issued by the Tennessee Emergency Management Agency as required by the Nuclear Regulatory Commission and FEMA.

Specifically, this plan addresses two key areas:

1. The relationships between emergency response organizations and related agencies in Anderson County. These organizations include various departments and divisions of county government, city governments, the state and federal governments, and the private sector that provide services before or during disasters and/or that assist with recovery efforts.
2. Procedures to ensure that ongoing review and update of this plan and supporting plans are performed and exercises that test this plan are carried out.

II. Situation and Assumptions

A. Situation

Anderson County is located in East Tennessee. There are five incorporated cities in the county – Clinton, Lake City, Norris, Oak Ridge, and Oliver Springs. The 2010 census indicated the county's population was 75,129. In the plan's introduction, *Hazard Identification* section describes the various hazards that may affect the State and county. Incidents that occur in Anderson County may also affect an adjoining county and vice versa.

B. Threat

The potential impacts of disasters, whether natural, technological, or nuclear, in Anderson County is increasing. Although the occurrence of natural disasters is fairly consistent, there are more people in the county to be affected by disasters. Other incidents, such as unlawful or careless

actions of people, are a potential source of man-made disasters. International terrorism, racial or ethnic strife, and economic struggles may also cause conflict. Several countries have, or may have, the capability of waging a limited nuclear war and, therefore, the possibility of a chemical, biological, or nuclear attack on the United States is still present. Current knowledge and technology cannot eliminate these threats. However, the steps prescribed by this plan should help to reduce the dangers of these potential threats to the citizens of Anderson County.

C. Planning Assumptions

1. Emergencies and disasters will occur in Anderson County. The citizens of this county and its political subdivisions will be affected. In addition to the hazards identified in the Hazard Analysis, other hazards may occur in the future.
2. The full authority and resources of Anderson County will be used to cope with the situation.
3. State and/or federal assistance will be available, when requested, for those situations which exceed the capabilities of county and municipal government.
4. The Anderson County Basic Emergency Operations Plan (BEOP) is the basis for all-hazards emergency management actions in the county. It is invoked by the County Mayor when a countywide or other disaster occurs that requires deploying nearly all of the county's resources and may require a Presidential declaration of disaster.

III. Concept of Operations

A. General

1. Local government has the primary responsibility to prepare for emergencies and to take actions that protect life and property. If local government cannot adequately respond, the state is asked to assist. It is the State of Tennessee's responsibility to deal with emergencies that exceed the capabilities of its political subdivisions. Similarly, the state may request help from the Federal government to meet any needs imposed by emergencies beyond the state's capabilities to respond.
2. The emergency functions of response organizations generally parallel their daily functions. To the greatest extent possible, the same personnel and resources will be used in emergencies.
3. Daily functions which do not directly contribute to emergency operations may be suspended for the duration of the emergency. Personnel normally required for those functions will be redirected to accomplishing emergency tasks by the agency concerned.
4. An integrated emergency operations plan is concerned with all hazardous situations that may develop within the state or county. This BEOP is more than an operations plan in that it also includes activities that occur *before* and *after* a disaster.
5. This plan does not contain a complete listing of all department or agency resources. Each organization will maintain an updated resource list and provide it to the county EMA and other agencies as needed. Local resource lists are maintained by the EMA at the EOC.

B. Phases of Management

1. Mitigation

Mitigation activities are those that eliminate or reduce the probability of a disaster occurring, or lessen the damaging effects of those that do. Examples of mitigation activities include; adoption of stronger building codes, tax incentives, zoning and land use management, safety codes, public education, and hazard analysis.

2. Preparedness

Preparedness activities develop and improve response capabilities that are needed in an emergency. Planning and training are among the activities conducted in preparation for

emergencies. Other examples include installation of warning and communications systems, development of evacuation plans and mutual aid agreements, and conducting exercises.

3. Response

Response provides emergency services during a crisis. These services speed recovery and reduce casualties and damage. Response activities include activation of warning systems, implementation of plans, and firefighting, rescue, and law enforcement operations.

4. Recovery

The process of recovery is both short-term and long-term. Short-term recovery seeks to restore essential services to the county and provide for the individual needs of the public. Long-term recovery focuses on restoring the county as a whole to a near-normal state. Recovery is also an opportunity to institute mitigation measures to alleviate the effects of future disasters. Examples of recovery activities include providing food and shelter, restoring utilities and government services, counseling, and providing damage/disaster insurance, loans, or grants. Mitigation during recovery includes better codes enforcement, better flood plain management, and improved infrastructure to withstand the next natural disaster.

C. Execution

1. The central point of coordination for overall emergency operations is the Anderson County Emergency Operations Center (EOC).
2. In an emergency there are two levels of control. The first level of control is at the scene of the incident, under the direction of the Incident Commander (IC) in accordance with the National Incident Management System (NIMS) and the Incident Command System (ICS) procedures. The second level is in the EOC, where overall coordination will be exercised.
3. The agency with jurisdiction responds to the scene. On-scene management uses the Incident Command System. The responding department's most qualified (typically senior) representative at the scene is the Incident Commander (IC), who is responsible for the overall emergency operation. The IC may adjust the actual location of the Incident Command Post (ICP) as dictated by the hazard(s) present and by life safety concerns. In the EOC, the department that assumes a lead coordination role is specified in annexes to this plan. If state assistance is requested, TEMA provides an on-scene area coordinator whose job it is to coordinate the activities of state personnel with those of the local responders. State personnel do not assume control of a scene unless otherwise specified by current state or federal law, administrative practice, or policy.
4. The Anderson County BEOP delineates the agencies, departments, and organizations which provide resources to support emergency response. This plan reflects all agencies which may be tasked to respond to such incidents.
5. All personnel involved in emergency response must know when and how the various emergency support functions in the county BEOP will be carried out. Guidance concerning the implementation of the plan is located in the Direction and Control section of the Basic Plan.

IV. Organization and Responsibilities

A. General

Most local government departments have emergency functions. Each department will create and maintain operating procedures. Specific responsibilities are outlined below as well as in the ESF annexes that follow. Some organizations not part of local government are also included.

B. Organization

1. Geographically

- a. The Anderson County Emergency Management Agency (EMA) is charged with the overall responsibility of coordinating the county's preparedness for and response to disasters. Its

authority extends to the entire county. Except for those functions for which the state or federal governments are responsible, the Anderson County EMA is responsible for the coordination of all other emergency functions as defined by state law.

- b. For purposes of direction, administration, and response coordination, the county is divided into ten (10) ESN (Emergency Service Number) Districts generally corresponding to fire departments for the incorporated cities (5) and county volunteer fire districts (5).
- c. The incident command system is established at all emergency scenes in accordance with established ICS/NIMS principles. The Incident Commander will direct 911 to alert the EMA Director when multiple agencies or multiple jurisdictions are or will be involved. When the EMA Director is notified by 911 that an incident or emergency exists that is large or may become larger, EMA will respond to the scene or to the EOC as the situation warrants.
- d. The EMA Director provides coordination, other assistance, and has the authority to request assistance from any agency within the county. The EMA Director will initiate and further facilitate the County Mayor's request for assistance from the state. When the EMA Director finds that state assistance is needed, he/she contacts the State EOC (SEOC). The SEOC notifies the TEMA regional director, who then sends an area coordinator to the scene to coordinate state assistance to the county. All requests for state assistance are sent through the SEOC.
- e. The EMA Director is assisted during emergencies by Emergency Services Coordinators (ESCs). The ESCs represent key local departments, agencies, volunteer and private sector organizations, as well as some state agencies. Each ESC (or alternate) is available by phone or pager 24-hours per day, seven days per week, to assist in emergencies involving his/her agency. The ESC is empowered to act for and on behalf of his agency or department, including the commitment of personnel and/or resources. The ESCs are responsible for developing and implementing procedures associated with this plan.

C. Responsibilities

1. Common Responsibilities

All county departments and city governments have the following common responsibilities:

- a. Incorporation of NIMS standards into operational plans and response actions.
- b. Participation in disaster preparedness training.
- c. Preparation of internal emergency plans, standard operating procedures (SOPs), and implementing instructions, with provisions for:
 - (1) Protection of departmental personnel.
 - (2) Alerting and warning personnel, determining and reporting readiness.
 - (3) Transmission of emergency information to the Emergency Operations Center.
 - (4) Establishment of lines of succession for key personnel.
 - (5) Maintaining a list of available resources within the agency as well as those of the private sector with which they customarily conduct business.
 - (6) Activating emergency direction and control within the agency to carry out the agency's emergency responsibilities to the citizens of the county.
- d. If not assigned a specific task in this plan, provide support as requested, within the agency's respective capabilities, for emergency operations.

2. Specific Local Agency Responsibilities

a. **Anderson County Emergency Management Agency (EMA)**

- (1) Coordinate all phases of emergency management and EOC operations.
- (2) Oversee emergency management planning.
- (3) Provide timely warning to appropriate officials of information predicting natural or man-made phenomena and attack that could threaten life and/or property.
- (4) Provide radiological protection monitoring support.
- (5) Compile and transmit damage reports to the SEOC to determine eligibility for state and federal disaster assistance and to support applications for public assistance under PL 93-288, as amended.
- (6) Manage ESFs 5.1, 5.3, 6.1, 6.2, 7.3, 10, and 14.2.
- (7) Coordinate shelter/evacuation/movement operations with American Red Cross, Anderson County Sheriff, and Anderson County Health Department.
- (8) Coordinate general supply and resource management with the County Budget Director and County Purchasing Agent.
- (9) Develop emergency preparedness training objectives to meet national standards, and provide training guidance/assistance to all local agencies, city governments, and citizens.
- (10) Provide guidance/assistance to affected local governments in disaster response.
- (11) Coordinate/review disaster response and recovery actions by local agencies, as required by this plan.
- (12) Provide overall coordination of quasi-public and private agency disaster assistance.
- (13) Maintain liaison with state and federal agencies.
- (14) Inform individuals, local officials, and businesses of authorized disaster assistance and procedures for obtaining such assistance.
- (15) Manage the use of volunteers during emergencies/disasters.

b. **Anderson County Emergency Medical Service (EMS)**

- (1) Provide emergency medical services to the community.

c. **Anderson County/City Schools Directors and Superintendents**

- (1) Coordinate with school bus contractors for transportation during evacuations.
- (2) Provide school facilities for use as shelters/mass feeding and/or staging areas.
- (3) Recall cafeteria personnel to operate and maintain the cafeteria.
- (4) Conduct damage assessment of school facilities following a disaster.

d. **Anderson County/City Finance Directors/County Purchasing Agent**

- (1) Maintain financial records associated with disaster response.
- (2) Manage cash donations received during disasters.
- (3) Manage logistics operations during disasters.
- (4) Arrange for payment of vendors.
- (5) Procure items/resources needed for emergency operations.
- (6) Provide unassigned, non-emergency personnel to support emergency operations.

- e. **County Law Director/City Attorney**
 - (1) Provide legal/technical advice to jurisdictional Mayor.
- f. **Anderson County Building Commissioner/City Building Inspectors**
 - (1) Conduct building inspections following a disaster.
- g. **County Coroner/Medical Examiner**
 - (1) Arrange for identification/removal of deceased victims following a disaster.
- h. **County Mayor/City Mayors/City Managers**
 - (1) Exercise direction and control in the EOC during emergency operations.
- i. **Anderson County Sheriff's Office**
 - (1) Conduct law enforcement operations in the county.
 - (2) Operate the county jail.
 - (3) Coordinate law enforcement activities with City Police Departments and THP.
 - (4) Coordinate search operations in the county.
 - (5) Coordinate evacuations in the county.
- j. **City Police Departments**
 - (1) Provide law enforcement operations within jurisdiction and mutual aid, as requested.
- k. **Utility Systems**
 - (1) Conduct damage assessment of utility systems following a disaster.
 - (2) Restore utility services to critical facilities and customers following a disaster.
- l. **County/City Emergency Communications Districts (911)**
 - (1) Coordinate the development of emergency communications systems in the county.
 - (2) Maintain 911 capability and alternate facility.
 - (3) Provide overall direction and control of emergency communications systems.
 - (4) Provide timely and accurate warning to city and county officials of natural or man-made hazards.
- m. **Anderson County Fire Departments/City Fire Departments**
 - (1) Perform fire service operations in jurisdiction and provide mutual aid, as requested.
 - (2) Provide EMS, hazardous materials response, and other operations within capabilities.
- n. **Hazardous Materials Team**
 - (1) Perform hazardous materials response, containment, and mitigation activities.
- o. **Anderson County Health Department**
 - (1) Perform public health functions following a disaster.
 - (2) Provide assistance on health hazards associated with emergencies/disasters.
- p. **Anderson County Local Emergency Planning Committee (LEPC)**
 - (1) Maintain records as required by federal and state laws (e.g. SARA Title III).
 - (2) Assist EMA and County Mayor with planning for hazardous material incidents.

q. **Anderson County Highway Department/City Public Works Departments**

- (1) Conduct damage assessment, and repair jurisdictional roads and bridges after a disaster.
- (2) Coordinate debris removal in accordance with FEMA guidelines.
- (3) Provide assistance with building demolition activities.
- (4) Provide containment support to hazardous materials response, in the cold zone.
- (5) Provide logistical assistance to emergency operations.
- (6) Provide technical support for debris removal operations following a disaster. (Highway Department).
- (7) Provide assistance with recovery and development issues following disasters.

r. **Anderson County Rescue Squad**

- (1) Provide specialized rescue services within capabilities.

s. **Water and Wastewater Departments**

- (1) Conduct damage assessment and perform restoration of potable water system.
- (2) Conduct damage assessment and perform restoration of sanitary wastewater system.

t. **Electric and Gas Departments**

- (1) Conduct damage assessment and report hazard areas to the EOC.
- (2) Perform restoration of damaged systems.

u. **County Property Assessor**

- (1) Provide records for use in damage assessment activities following a disaster.
- (2) Coordinate with Building Commissioner, Public Works Departments, and City Building Inspectors to conduct post disaster damage assessment of county-/city-owned buildings and property.
- (3) Provide any available administrative personnel to assist in the EOC.
- (4) Provide assistance with recovery and development issues following disasters.

v. **Damage Assessment Team (DAT)**

- (1) Under the direction of EMA, perform damage assessment to quickly identify scope of damage following a disaster. Coordinate efforts with ESF 3.

w. **Anderson County & City Animal Control/Agriculture Extension Agent**

- (1) Conduct damage assessment.
- (2) Establish and operate emergency animal shelters and large animal housing sites.
- (3) Perform animal rescue.
- (4) Coordinate large animal transport.

x. **Anderson County Landfill Manager**

- (1) Assist with management of debris removal after disasters.

3. State Agency Responsibilities

a. **Tennessee Department of Human Services**

- (1) Assist with operation of temporary emergency shelters.
- (2) Perform damage assessment activities for individual families.

b. **Tennessee Department of Transportation**

- (1) Make passable and maintain state and U.S. highways and bridges after a disaster.
- (2) Assist local highway departments with damage assessment, traffic control, and other activities as required.

c. **Tennessee Division of Forestry**

- (1) Control wildland/brush fires with local fire departments (mutual aid).

d. **Tennessee Wildlife Resources Agency**

- (1) Assist local law enforcement agencies with recapture of escaped prisoners.
- (2) Perform capture of wild animals posing a danger to themselves or humans.

e. **Tennessee Highway Patrol**

- (1) Perform law enforcement functions on state highways/property.
- (2) Provide assistance to local law enforcement agencies when requested.

f. **East Tennessee Development District**

- (1) Provide assistance with development issues following disaster.

g. **Tennessee Emergency Management Agency (TEMA)**

- (1) Provide assistance with requests for state and federal resources.
- (2) Provide assistance in damage assessment and recovery.

4. Federal Agency Responsibilities

a. **National Weather Service (NWS)**

- (1) Provide weather-warning support to the county.
- (2) Make NOAA Weather Radio System available to TEMA for use in warning residents of impending dangers.

b. **Department of Energy (DOE)**

- (1) Provide warning of any hazardous material release from any DOE facility on the Oak Ridge Reservation (ORR) and recommend protective actions.
- (2) Provide warning of hazardous or radioactive material releases from DOE-managed shipments of nuclear materials to/from the ORR.

c. **Tennessee Valley Authority (TVA)**

- (1) Provide warning in the event of dam failure/flooding along the Clinch River.

5. Private and Quasi-Governmental Agency Responsibilities

a. **American Red Cross**

- (1) Manage and operate temporary emergency shelters during disasters.
- (2) Perform damage assessment of shelters and homes following a disaster.

- (3) Provide assistance to disaster victims.
- b. **Amateur Radio Emergency Services (ARES)**
 - (1) Provide communications support to local emergency operations.
- c. **Volunteer Organizations Active in Disasters (VOAD)**
 - (1) Coordinate assistance from volunteer organizations.
 - (2) Provide assistance to the county's Donations Coordination Team.

D. Assignment of Responsibilities by ESF

ESF 1 - Transportation

- Transportation Networking
 - Lead Agency - Anderson County Highway Department
 - Support Agencies - City Public Works Departments
County Sheriff's Office/City Police Departments

ESF 2 - Communications

- Communications Systems
 - Lead Agency - Anderson County Sheriff's Office
 - Support Agencies - County/City 911 Emergency Communications Districts
Anderson County Emergency Management Agency
County/City Emergency Response Departments
County Highway Department/City Public Works
Amateur Radio Emergency Services (ARES)
County/City Schools Directors/Superintendents
- Warning
 - Lead Agency - Anderson County Sheriff's Office
 - Support Agencies - County/City 911 Emergency Communications Districts
Anderson County Emergency Management Agency
County/City Emergency Response Departments
Tennessee Highway Patrol
Anderson County Health Department
Tennessee Emergency Management Agency
NOAA/National Weather Service
Amateur Radio Emergency Services (ARES)

ESF 3 - Infrastructure

- Building Inspection and Condemnation
 - Lead Agency - Anderson County Building Commissioner
 - Support Agencies - County Building/Fire Inspectors
County/City Schools Directors/Superintendents
County Highway Department/City Public Works
Anderson County Property Assessor
Anderson County Emergency Management Agency

- Route Clearance & Bridge Inspection
 - Lead Agency - Anderson County Highway Department
 - Support Agencies - City Public Works Departments
County/City Emergency Response Departments
Tennessee Department of Transportation
Civil Air Patrol

- Debris Removal
 - Lead Agency - Anderson County Highway Department
 - Support Agencies - City Public Works Departments
Anderson County Solid Waste Landfill

- Water and Wastewater Systems
 - Lead Agency - Clinton Utilities Board
 - Support Agencies - County/City Water and Wastewater Departments
Anderson County Health Department

ESF 4 - Firefighting

- Lead Agency - Anderson County Fire Commission
- Support Agencies - Anderson County/City Fire Departments
Tennessee Division of Forestry
Anderson County Emergency Management Agency

ESF 5 - Information & Planning

- Disaster Information
 - Lead Agency - Anderson County Emergency Management Agency
 - Support Agencies - County/City Emergency Response Departments
County Law Director

- Public Information
 - Lead Agencies - Anderson County Mayor/City Mayors
 - Support Agencies - Anderson County Emergency Management Agency
National Weather Service

- Damage Assessment
 - Lead Agencies - Anderson County Emergency Management Agency
 - Support Agencies - Tennessee Department of Human Services
County Building Commissioner/City Building Inspectors
County Highway Department/City Public Works
County/City Utility Departments
Anderson County Property Assessor
East Tennessee Development District
County/City Schools Directors/Superintendents
American Red Cross

ESF 6 - Human Services

- Shelter and Mass Care Operations
 - Lead Agencies - American Red Cross/Emergency Management Agency
 - Support Agencies - Anderson County Health Department
Department of Human Services
Amateur Radio Emergency Services (ARES)
County/City Schools Directors/Superintendents

- Disaster Victim Services
 - Lead Agency - American Red Cross/Emergency Management Agency
 - Support Agencies - Anderson County Emergency Management Agency
U.S. Postal Service
Amateur Radio Emergency Services (ARES)

ESF 7 - Resource Support

- Logistics
 - Lead Agencies - Anderson County Purchasing Agent
 - Support Agencies - Anderson County Emergency Management Agency
County Highway Department/City Public Works
Anderson County Mayor/City Mayors
County Finance Director

- Resource Management
 - Lead Agency - Anderson County Mayor/City Mayors
 - Support Agencies - County/City Finance Directors/Purchasing Agents
Anderson County Emergency Management Agency

- Staging Areas
 - Lead Agency - Anderson County Emergency Management Agency/
Anderson County Purchasing Agent
 - Support Agencies - County/City Emergency Response Departments
County Highway Department/City Public Works
County/City Schools Directors/Superintendents

- Vehicle Allocation (Reserved for Future Use)

ESF 8 - Health & Medical Services

- Emergency Medical Services
 - Lead Agency - Anderson County Emergency Medical Service
 - Support Agencies - Anderson County Emergency Management Agency
County/City Emergency Response Departments
Anderson County Coroner/County Medical Examiner
American Red Cross
Methodist Medical Center

- **Public Health**
 - Lead Agency - Anderson County Health Department
 - Support Agencies - County Highway Department/City Public Works
County/City Water and Wastewater Departments
Anderson County Emergency Management Agency
Methodist Medical Center
American Red Cross
Anderson County Landfill Director

- **Crisis Intervention Support**
 - Lead Agency - Anderson County Emergency Medical Service
 - Support Agencies - All Tasked Local Agencies

ESF 9 - Search & Rescue

- Lead Agency - Anderson County Sheriff's Office
- Support Agencies - Anderson County Rescue Squad
County/City Emergency Response Departments
Anderson County Emergency Management Agency
County Highway Department/City Public Works
County/City Emergency Communication Districts

ESF 10 - Environmental Response

- **Hazardous Materials**
 - Lead Agency - Anderson County Emergency Management Agency
 - Support Agencies - Anderson County Hazardous Materials Team
County/City Emergency Response Departments
County Highway Department/City Public Works
Anderson County Local Emergency Planning Committee
Tennessee Emergency Management Agency

ESF 11 - Food

- Lead Agency - Anderson County Schools Director
- Support Agencies - City Schools Directors/Superintendents
Anderson County Emergency Management Agency
American Red Cross
Tennessee Department of Agriculture

ESF 12 - Energy

- Lead Agency - Clinton Utilities Board
- Support Agencies - Oak Ridge Electric Department
Powell-Clinch Utility District
Oak Ridge Utility District
Anderson County Emergency Management Agency

ESF 13 - Law Enforcement

- Traffic Control
 - Lead Agency - Anderson County Sheriff's Office
 - Support Agencies - City Police Departments
County Highway Department/City Public Works
Tennessee Highway Patrol

- Security/Crime Control
 - Lead Agency - Anderson County Sheriff's Office
 - Support Agencies - City Police Departments
Attorney General's Office
Tennessee Highway Patrol
Tennessee State Fire Marshal's Office
Tennessee Division of Forestry
Tennessee Wildlife Resources Agency

- Institutions/Jails
 - Lead Agency - Anderson County Sheriff's Office
 - Support Agencies - City Police Departments
Tennessee Highway Patrol
Tennessee Bureau of Investigation

- Evacuation/Movement
 - Lead Agency - Anderson County Sheriff's Office
 - Support Agencies - City Police Departments
County Mayor/City Mayors
Anderson County/City Fire Departments
Anderson County Hazardous Materials Team
Anderson County Rescue Squad
Anderson County Emergency Medical Service
County Highway Department/City Public Works
County/City Building Inspectors
County/City Schools Directors/Superintendents
Anderson County Emergency Management Agency

- Terrorism
 - Crisis Management
 - Lead Agency - Anderson County Sheriff's Office/City Police Department
 - Consequence Management
 - Lead Agency - Anderson County Emergency Management Agency
 - Support Agencies - Anderson County Health Department
Methodist Medical Center
Anderson County Agriculture Extension Agent
Anderson County/City Fire Departments
Anderson County Hazardous Materials Team
Anderson County Rescue Squad
Anderson County Emergency Medical Service

County Highway Department/City Public Works
Electric/Water/Gas Utilities

ESF 14 - Donations/Volunteer Services

- Donations
 - Lead Agency - Anderson County Finance Director
 - Support Agencies - Anderson County Mayor/City Mayors
County Sheriff's Office/City Police Departments
County Highway Department/City Public Works
Anderson County Emergency Management Agency

- Volunteers
 - Lead Agency - Anderson County Emergency Management Agency
 - Support Agencies - American Red Cross
Tennessee Emergency Management Agency

ESF 15 - Recovery

- Assistance Programs
 - Lead Agency - Anderson County Mayor/City Mayors
 - Support Agencies - Anderson County Emergency Management Agency
Anderson County Property Assessor
County Highway Department/City Public Works
County/City Schools Directors/Superintendents
Local Utilities
American Red Cross

- Recovery and Reconstruction
 - Lead Agency - Anderson County Mayor/City Mayors
 - Support Agencies - Anderson County Emergency Management Agency
East Tennessee Development District
Anderson County Commission/City Councils
County/City Engineering and Public Works

ESF 16 – Animal Care Services and Disease Management

- Animal Care Services
 - Lead Agency - County Animal Control/Agriculture Extension Agent
 - Support Agencies - City Animal Control Departments
Anderson County Health Department
Anderson County Sheriff's Office
City Police Departments
County Highway Department/City Public Works
Anderson County Emergency Management Agency
Anderson County Mayor/City Mayors
Tennessee Wildlife Resource Agency
County Veterinary Association/Hospitals/Clinics
Anderson County Humane Society
Horse Owners/Cattleman Associations
Tennessee Emergency Management Agency

- Disease Management
 - Lead Agency - Anderson County Agriculture Extension Agent
Office of the Tennessee State Veterinarian
Office of Area Veterinarian in Charge (AVIC)
 - Support Agencies - Anderson County/City Animal Control Departments
Anderson County Health Department
Anderson County Emergency Management Agency
County Highway Department/City Public Works
Anderson County Sheriff's Office
City Police Departments
Anderson County Mayor/City Mayors
American Red Cross
State and Federal Agencies (as activated by the State Veterinarian)

V. Direction and Control

A. Anderson County Mayor/City Mayors

1. The Anderson County Mayor and/or City Mayors, through the EMA Director, will exercise direction and control of the emergencies in Anderson County. The personnel, facilities, and equipment for decision-making and the initiation of response activities are located in the EOC.

B. Emergency Management Director

1. The EMA Director, appointed by the County Mayor, has the responsibility for coordinating the entire emergency management program in Anderson County. The Director makes all routine decisions and advises the officials on courses of action available for major decisions. The Director is responsible for the proper functioning of the EOC. The Director also acts as a liaison with other local, state, and federal emergency management agencies.

C. Emergency Services Coordinators (ESCs)

1. ESCs have the authority and responsibility to respond to county emergencies that require the assistance or resources of their respective agencies. ESCs are responsible to ensure their agency's emergency functions are carried out per this plan and other guidance from the Anderson County EMA. Some agencies may be required to relocate to the EOC.
2. All ESCs will coordinate their activities with the EOC, under the direction of the EMA Director.
3. Agencies with emergency responsibilities activate their own office and staffing systems as necessary to fulfill their obligations. ESCs provide the liaison between the EOC and the field units of their respective offices.
4. Specific persons and agencies are responsible to fulfill obligations as noted in the Basic Emergency Operations Plan and its functional annexes. Each agency will be responsible for having its own standard operating procedures or plans to be followed during emergency response operations.

D. Emergency Operations Center (EOC) Location

1. The Anderson County Emergency Operations Center (EOC) is located at 111 South Charles G. Seivers Boulevard in Clinton. The EMA Director may move EOC operations to an alternate site, with concurrence of the County Mayor.

E. Line of Succession

1. In the absence of the EMA Director, direction and control authority is vested in the Deputy Director. One of these individuals should be available at all times. If both should be out of service at the same time, a memorandum will designate the individual with acting authority.

F. Heads of Local Departments

1. This plan requires that the heads of all local departments and agencies with emergency preparedness responsibilities designate primary and alternate ESCs.
2. Department or agency heads will remain responsible for their personnel and resources.
3. Lines of succession to the department heads are as specified in their respective SOPs.

G. State and Federal Responders

1. Responding State and/or Federal officials will report to the EOC for a situation briefing and strategy session with the Executive Group, followed by deployment to the field.

H. Legislative Liaison Affairs

1. The County Mayor and City Mayors will keep the jurisdiction's state and local legislative officials advised as to the status of the incident in their respective districts. City Mayors will keep the County Mayor informed of municipal briefings of legislators and their staffs.

I. Alert/Increased Readiness Periods/Levels of Local Operation

1. If warning of an impending emergency is received, local agencies must begin precautionary measures to mitigate the anticipated effects. However, disasters are often not preceded by a warning. All levels of government must be ready to react immediately. There are five levels of local emergency activation:
 - a. Level 5 – Normal, day-to-day operations.
 - b. Level 4 – Assumed when there is a likelihood of an emergency, such as when severe weather watches are issued. Response and other agencies are notified of the developing situation. Emergency Public Information (EPI) may be issued.
 - c. Level 3 – Occurs as the situation continues to deteriorate. Precautionary call out of key personnel is done as directed by the EMA Director. Partial activation of key centers of operations may occur. EPI is issued.
 - d. Level 2 – Reached if the emergency has actually occurred. The event is serious and countywide. During this phase EMA staff notifications are made, appropriate state and local government/agency notifications are made, EPI is broadcast, and the County Mayor or EMA Director may elect to implement the local BEOP. EMA and EOC staff report to the EOC. Certain ESCs are tasked to respond to the EOC, and field personnel are deployed. Limited state assistance may be required.
 - e. Level 1 – For truly catastrophic incidents. All county and city assets are activated. All state agencies are activated. Large-scale federal assistance may be required. The county BEOP is implemented.
2. Specific actions for individual organizations and/or departments for each of these levels are provided in their respective SOPs and implementing procedures.
3. In accordance with jurisdictional resolutions, emergency response agencies will operate under National Incident Management System (NIMS) standards. The agency in charge of the incident will implement the Incident Command System (ICS) and establish an Incident Command Post (ICP).

VI. Continuity of Government

- A. Emergencies/disasters are rarely of sufficient magnitude to require changes in the governmental structure. Relocating to a structurally sound facility may provide continuity of government operations. The size and type of threat or disaster being confronted will dictate whether or not key officials move to other locations.

- B. Succession of local government officials will follow lines of succession as prescribed in the state constitution, state law, and local ordinances.
- C. Operating Locations - The County Mayor and his staff may relocate to the EOC during major emergencies. County/City government will continue to occupy current facilities unless they are unusable. Each agency will maintain plans for relocation of critical operations in such cases. EOC staff relocation is detailed in Appendix 2, Emergency Operations Center.
- D. Preservation of Records - To provide normal government services after a disaster, vital records must be protected. Each local agency will ensure the safety of essential records. Examples of essential records include:
 - 1. Records protecting the rights and interests of individuals, such as vital statistics, land and tax records, license registers, articles of incorporation, and permits.
 - 2. Records relating to emergency operations, such as utility system maps, locations of emergency supplies and equipment, emergency operating procedures, lines of succession, and personnel lists.
 - 3. Records required to re-establish normal governmental functions such as constitutions and charters, statutes and ordinances, court records, official proceedings, and financial records.
- E. Each jurisdiction will implement procedures as detailed in its Continuity of Operations Plan (COOP) or Continuity of Government (COG) Plan.

VII. Administration and Logistics

A. Emergency Authority

Authorities for this plan are contained in Part I, Introduction.

B. Agreements and Understandings

Should local resources prove to be inadequate during an emergency, local jurisdictions will ask for assistance from other local governments, higher levels of government, and other agencies per existing or emergency-negotiated mutual-aid agreements and state law. Agreements not recognized under the state *Mutual Aid and Emergency and Disaster Assistance Agreement Act of 2004* will be entered into by authorized officials and will be in writing.

C. Administration

- 1. Existing forms, reports, and procedures will be used. All records subject to review of actions taken will be retained for at least three years or longer as required by law or ordinance.
- 2. Local agencies occupying the EOC will maintain their own records and administrative forms. Standard forms used in the EOC (i.e., message and activity logs) will be provided by EMA.
- 3. Reimbursement for expenditures will follow established local and FEMA procedures.

D. Plan Development and Maintenance

- 1. Anderson County EMA will:
 - a. Develop and maintain the Anderson County Basic Emergency Operations Plan.
 - b. Ensure the local BEOP is current by having amendments and changes prepared, coordinated, and issued as necessary.
 - c. Annually review the local BEOP to ensure that it reflects current policy and technology.
 - d. Maintain stocks of the local BEOP and amendments, along with distribution lists, to assure all plan recipients are properly serviced.
 - e. Review, approve, or deny requests for material to be included in the BEOP.

- f. Ensure all material prepared to insert in the BEOP adheres to established guidelines in accordance with TEMA BEOP Guidance Document TN 500-1, as amended.
- g. Prescribe format, review procedures and submission dates for all local emergency management and supporting plans and operating procedures.
- h. Task local agencies to prepare supporting annexes and documentation to be included in the BEOP.

2. Local Agencies

- a. Agencies in local government that have emergency-oriented missions or support roles are required to provide an emergency response capability 24-hours a day, seven days a week. Each agency will:
 - (1) Incorporate NIMS standards into operational plans and response actions.
 - (2) Prepare directives and operating procedures in support of this BEOP and provide the Anderson County EMA with one copy of each for reference.
 - (3) Annually review published directives and their respective portions of the local BEOP to assure that commitments can be met and resources provided. On or before October 1 each year, each agency must provide the Anderson County EMA with a copy of any recommended revisions or a signed statement indicating the directive/plan as written remains current and supports this BEOP.

3. Municipal Government will:

- a. Prepare plans and directives in support of this plan as it relates to their area of jurisdiction, including a COOP (Continuity of Operations Plan) and a COG (Continuity of Government) Plan for the cities/towns.
- b. Submit one copy of all supporting plans/documents to EMA for review and approval.

E. Plan Implementation

1. This plan (or its components) can be implemented in several ways:

- a. By direction of the County Mayor or the Anderson County EMA Director,
- b. As a result of the occurrence of a disaster or an emergency,
- c. By requests for assistance from local governments when disasters exceed their capabilities and/or resources,
- d. As a response to increased international tensions or the threat of enemy attack,
- e. By activation of a specific annex by the Lead Agency of that annex, with the concurrence of the County Mayor or the Anderson County EMA Director.

F. Primary and Support Responsibilities

1. Primary and Support

Primary and support responsibilities for various emergency functions are assigned to departments and agencies of local government, and to organizations in the state government or private sector. Each department, agency, or organization is either a lead agency or a supporting agency in an ESF. Assignments are based on common functions needed in most large emergencies. The lead agency performs most of the planning and mitigation efforts for that ESF. Many of the agencies with primary responsibilities are included as part of the EOC staff for direction and control. Other supporting agencies will work in locations outside the EOC. Other agencies will not be functional until the recovery phase begins. Only those agencies essential to preserve the continuity of government during an emergency, or those necessary to deal effectively with the given set of circumstances of any emergency, will staff and augment the EOC.

2. Responsibility

- a. This plan is binding on all local government agencies authorized or directed to conduct emergency management activities.
- b. The EMA Director's authority under this plan is extensive. As the disaster coordinator, the Director coordinates the activities of all local organizations as they relate to emergency management. Each local agency that has an emergency-oriented mission will:
 - (1) Incorporate NIMS standards into operational plans and response actions.
 - (2) Assign personnel as directed to augment EOC operations when implemented.
 - (3) Maintain and operate a 24-hour response capability in the department or agency facilities when this plan is activated, in addition to any staff operating from the EOC.
 - (4) Prepare and submit to EMA an after-action report and participate in incident critique.
 - (5) Participate in exercises when scheduled by the EMA Director.
 - (6) Prepare plans and supporting documents that set forth policies and provisions for carrying out the agency's emergency responsibilities.
 - (7) Conduct training essential to implementation of assigned functions.
 - (8) Conduct an annual review to update the supporting documentation and operating procedures and advise the EMA Director of modifications required.
- c. Each department or agency of local government having a primary or support role will prepare and maintain standard operating procedures (SOPs) describing how functions will be accomplished. Subordinate divisions of these agencies will also furnish copies of their SOPs to their parent department for inclusion in the department's supporting plan.
- d. All other local departments or agencies not assigned primary or support functions will carry out whatever duties or services are specified by the EMA Director or ordered by the County Mayor.
- e. Several state and federal agencies are delegated responsibilities within this plan. These agencies provide services to local government on a daily basis regardless of whether or not a major disaster declaration exists.

G. Logistics

1. Local Agencies

Local agencies are responsible for their own vehicles.

2. Local Resources

ESCs responding to a disaster will apply resources available to them as directed by the EMA Director through the authority of the County Mayor.

3. Anderson County Emergency Management Agency (EMA)

The EMA Director or the Deputy Director in charge of a disaster response will coordinate with the County Finance Director and Purchasing Agent to procure and coordinate the use of personnel, materials, equipment, staging areas, and supplies.

BASIC PLAN
APPENDICES

- Appendix 1 Emergency Operations Center
 - Tab A Emergency Operations Center Diagram
 - Tab B County Operational Areas
 - Tab C EOC and Alternate EOC Locations
- Appendix 2 Emergency Services Coordinator Program
 - Tab A List of Agencies Requiring Emergency Services Coordinators
- Appendix 3 Training and Education
- Appendix 4 Summary of the Tennessee Civil Defense Act (TCA 58-2-101, et.seq.)
- Appendix 5 Resolution Establishing Anderson County Emergency Management Agency
- Appendix 6 Statement of Mutual Aid in Anderson County

APPENDIX 1 TO THE BASIC PLAN
EMERGENCY OPERATIONS CENTER

I. Introduction

A. Purpose

The purpose of the Emergency Operations Center (EOC) is to provide a central location where local emergency management functions can be coordinated. This includes routine activities, as well as those associated with emergency response and recovery actions.

B. Scope

Emergency management response for the county is coordinated from the EOC.

II. Policies

A. To ensure control and coordination of local resources during emergencies, access to the EOC will be controlled. The EOC congregates the local emergency management staff, the Emergency Services Coordinators (ESCs), and support personnel from all local departments and agencies tasked with emergency responsibilities. Additionally, National Guard, private sector, and state and federal relief agencies may also operate from the EOC during significant disasters.

III. Situation and Assumptions

A. Situation

1. Countywide disasters or other significant emergencies will cause the EOC to be activated.
2. There are many regional, state, national, and international disasters that may require emergency management activities be coordinated across the county. The EOC provides a central point of coordination for all emergency management activities.

B. Planning Assumptions

1. Disasters will occur that require the activation of the EOC. Activation may be needed without advance notice.
2. Coordination of response activities and resources is essential to effective disaster response.

IV. Concept of Operations

A. General

1. The EOC is the central location of emergency management activities within the county. When activated, it will be staffed around the clock by key decision-makers. It also houses the EMA Director and the EMA staff.
2. Primary and Alternate Emergency Operations Centers
 - a. The primary EOC is located at 111 South Charles G. Seivers Boulevard in Clinton.
 - b. The alternate EOC is located at the Oak Ridge Municipal Building, Fire Department EOC, 200 South Tulane Avenue in Oak Ridge.
3. Primary EOC Operations
 - a. When an emergency or disaster occurs, Anderson County 911 will notify EMA by radio, pager, or telephone. The incident is logged by date and time.

- b. The EMA Director will notify key personnel of the situation and report to the EOC. The EMA Director will brief the County Mayor, City Mayors, and other department heads as appropriate.
- c. The EOC (or the county's primary warning point) relays pertinent data to emergency response agencies in adjacent counties.
- d. If the situation warrants, local agency ESCs having responsibilities associated with the particular disaster are notified to report to the EOC or to the scene of the emergency, as required.
- e. The EOC monitors the progress of the emergency and evaluates efforts to contain the situation. Resource requirements that cannot be met at the local level are channeled to the State Regional EOC and the appropriate ESCs for disposition as provided by ESF/individual agency SOPs. This continues until the situation is resolved.
- f. If the situation warrants, the EMA Director will request assistance from a neighboring county or the Tennessee Emergency Management Agency. In either case, the respective organizations provide liaison officers to the EOC for coordination of operations.
- g. Emergency public information and news releases are prepared and disseminated from the EOC through the EMA Director or County Mayor.
- h. The EMA Director ensures continuity of operations and sustained EOC capability around the clock for the duration of the emergency.
- i. When the emergency ends, EOC staff members conduct follow-up activities including after-action reports, response evaluation, debriefings, and compilation of reports and logs.

B. Organization and Responsibilities

1. EMA Director

The Director of the Anderson County Emergency Management Agency is the executive head of the agency and is responsible for coordinating all emergency management activities throughout the county. The Director will:

- a. Advise elected officials and departments of local government and other non-governmental relief agencies of the magnitude and effects of the emergencies that affect Anderson County.
- b. Orient and train the emergency staff, and periodically conduct exercises.
- c. Coordinate local emergency operations with TEMA and local emergency management offices in the counties that border Anderson County.
- d. Develop and maintain local emergency staffing capabilities.
- e. Develop and maintain appropriate emergency public information, communications and warning capabilities.
- f. Develop and maintain the Anderson County BEOP, mutual aid agreements, memoranda of understanding, etc., and periodically test and exercise them.

2. Deputy Director

- a. The Deputy Director is the successor to the Director.

3. Emergency Services Coordinators (ESCs)

- a. The ESCs represent local, state, private, and quasi-governmental agencies with emergency responsibilities during major disasters. The roles and responsibilities of the ESCs are provided in Appendix 2.

4. Public Information Officer (PIO)

- a. The Anderson County EMA Director or the County Mayor will designate an individual to serve as the Public Information Officer.

5. Support Requirements

a. Reports and Records

(1) Messages

- (a) The EMA Director will establish procedures for handling messages.

(2) Event Logs

- (a) A record of major events will be kept by each ESC

(3) Daily Operations Log

- (a) A log of all major events, decisions made, and actions taken, is maintained by the EMA or EOC staff.

(4) Security Log

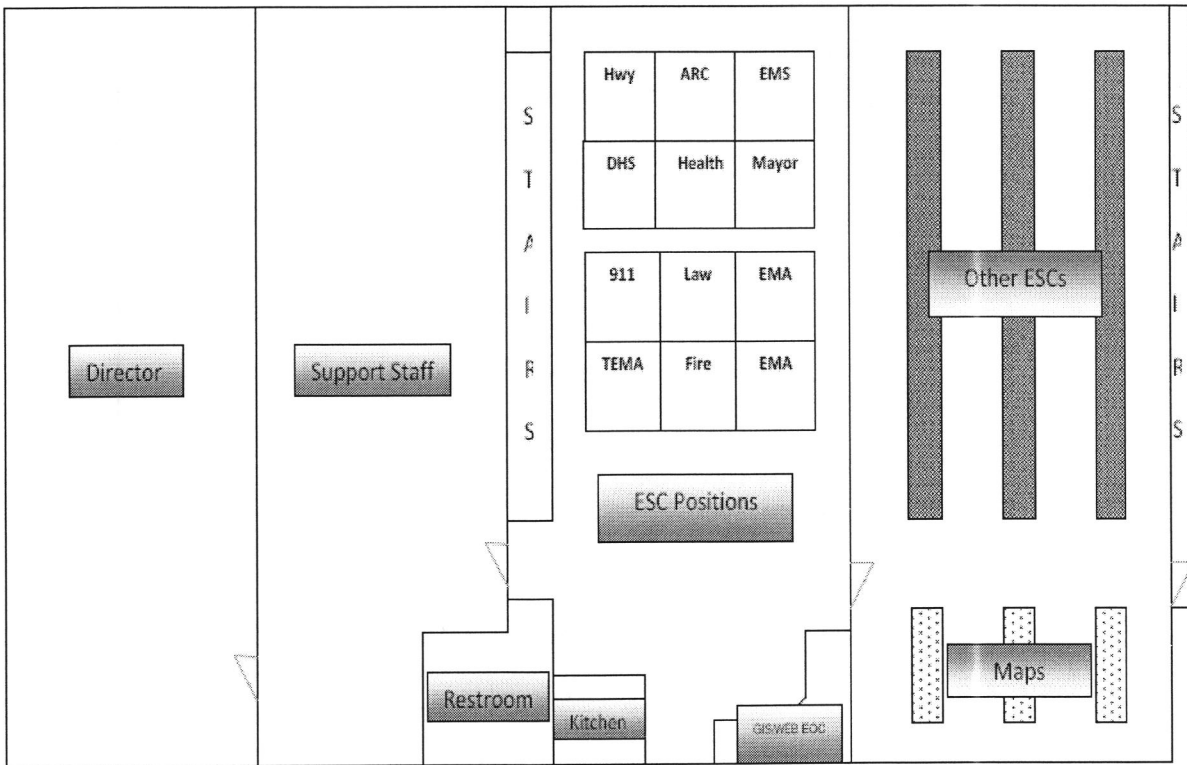
- (a) A record of all persons entering and leaving the EOC is maintained.

b. Security

- (1) All EMA staff and ESCs are personally known to each other and are authorized access to the EOC during routine operations.

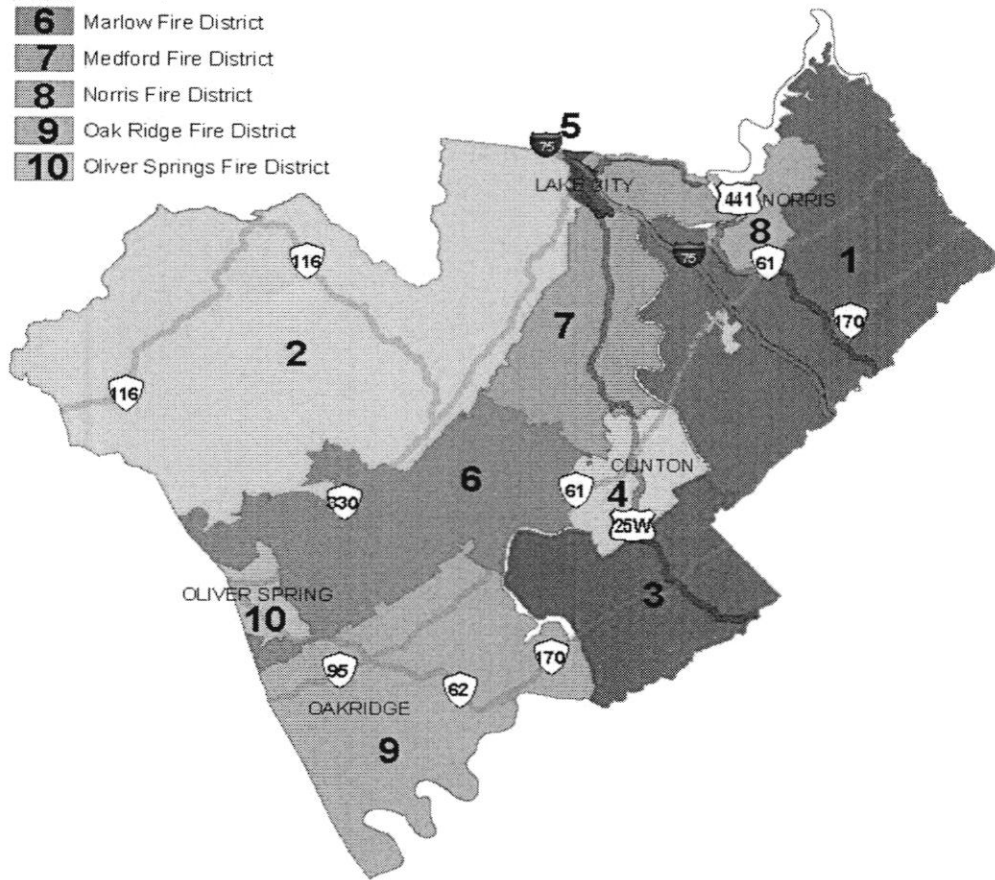
- (2) During emergency operations, if requested, the Anderson County Sheriff's Office or Clinton Police Department will station an officer at the entrance to secure the facility to authorized personnel only.

TAB A TO APPENDIX I TO THE BASIC PLAN
EMERGENCY OPERATIONS CENTER DIAGRAM



TAB B TO APPENDIX I TO THE BASIC PLAN
COUNTY OPERATIONAL AREAS

- 1** Andersonville Fire District
- 2** Briceville Fire District
- 3** Claxton Fire District
- 4** Clinton Fire District
- 5** Lake City Fire District
- 6** Marlow Fire District
- 7** Medford Fire District
- 8** Norris Fire District
- 9** Oak Ridge Fire District
- 10** Oliver Springs Fire District



TAB C TO APPENDIX 1 TO THE BASIC PLAN

EOC AND ALTERNATE EOC LOCATIONS

1. The Primary EOC is located at 111 South Charles G. Seivers Boulevard in Clinton.
2. The Alternate EOC is located at the City of Oak Ridge Municipal Building, Fire Department EOC, 200 South Tulane Avenue, Oak Ridge.

APPENDIX 2 TO THE BASIC PLAN
EMERGENCY SERVICES COORDINATOR PROGRAM

I. Purpose

The Emergency Services Coordinator (ESC) program provides the EMA Director with an immediate source of expertise from local agencies to cope with disasters and emergencies. In addition to representation, each local department or agency is required to provide EMA with personnel, equipment, facilities, or materials needed for disaster response and recovery.

II. Scope

The ESC program encompasses all agencies, departments, divisions, and bureaus that have an emergency mission or a role in recovery. Agencies listed in Tab A to this appendix are required to provide ESCs to the Anderson County EOC as requested. Other agencies and departments may participate at the request of the EMA Director. ESC functions also include research, plan development, communications tests, and exercises.

III. Program Elements

- A.** Department heads and agency executives must ensure that the departments and agencies under their jurisdiction promptly respond and fully execute their duties in accordance with this plan. To fulfill this responsibility, each department listed in Tab A will:
1. Provide a primary and alternate ESC to represent the department or agency.
 2. Ensure ESCs are empowered with the full authority to coordinate and direct all emergency response functions and services of the department head.
 3. Provide the EMA Director with the names of the primary and alternate ESCs, the office they represent, email addresses, and office/cell/residence phone numbers.
 4. Ensure that the ESC on-call can respond within 30 minutes to the EOC.
 5. Provide pagers, phones, and access to vehicles to carry out ESC duties.
 6. Prepare a directive that establishes a departmental ESC program that details the use of agency vehicles, radios, cell phones, periods of on-call duty, and provisions for notifying the EMA Director of schedules and changes.
 7. Ensure that plans are developed to carry on agency functions and provide suitable space for personnel, equipment, and essential records during disasters. Agencies scheduled to work in the EOC will address the movement of personnel, equipment, and records.

IV. Concept of Operations

- A.** The EOC is capable of accommodating the full complement of ESCs and providing them with workspace, computer and telephone capabilities, and access to radio communications.
- B.** Whenever a disaster or emergency threatens or occurs, the EMA Director will determine if any ESCs are to be called in to provide assistance. The EMA Director will assess the situation, bearing in mind that the use and employment of ESCs and their resources must be compatible with the primary responsibility of the agency concerned, and will coordinate which, if any, ESCs are to be called.
- C.** The EMA Director or Deputy Director will notify ESCs of their recall.
1. Depending on available information about the emergency, ESCs will be instructed to report to the EOC for briefing by the EMA Director or instructed to report to the scene and be briefed over the telephone or radio enroute.

2. ESCs, once committed, will remain committed through the recovery phase unless relieved by the EMA Director or their appointing authority.

V. Implementation

- A. The EMA Director is responsible for implementing the ESC program and will:
 1. Coordinate this appendix with affected and interested agencies
 2. Establish logs or call sheets to record ESC agency and 24-hour contact information.
 3. Conduct no-notice exercises or calls to ensure that the system is working. Failure of ESCs to call back within 30 minutes is unsatisfactory.
 4. Maintain the ESC program in a current, ready-to-use status.

TAB A TO APPENDIX 2, BASIC PLAN
LIST OF AGENCIES REQUIRING EMERGENCY SERVICES COORDINATORS

Depending upon the type of emergency, Emergency Service Coordinators from the following local agencies may be called to report to the EOC:

- Anderson County Mayor/City Mayors
- Anderson County Sheriff's Office/City Police Departments
- Anderson County Emergency Medical Service
- Anderson County Highway Department/City Public Works Departments
- Anderson County Fire Commission
- Anderson County Health Department
- Anderson County/City Schools Directors/Superintendents
- Anderson County Emergency Management Agency
- American Red Cross
- Anderson County Purchasing Department
- Anderson County/City Finance Departments
- Anderson County/City Utility Systems
- Anderson County Engineer/City Building Inspectors
- Anderson County/City Animal Control Departments
- Anderson County Agriculture Extension Agent

APPENDIX 3 TO THE BASIC PLAN TRAINING AND EDUCATION

I. Introduction

A. Purpose

This appendix provides for emergency preparedness and operations training to emergency management staff and emergency services personnel. The citizens of Anderson County will be given information concerning emergency preparedness and survival techniques before and during a disaster.

B. Scope

This appendix covers general emergency management training and exercises for emergency services personnel and the dissemination of emergency preparedness information for the general public. The lead agency is responsible to provide training for specific technical functions (i.e., radiological monitoring, hazardous materials).

II. Situation and Assumptions

A. Situation

1. It is prudent to develop and implement a comprehensive training and education program to assist local emergency response personnel in carrying out their emergency functions. Additionally, a program to educate the citizens of the county on how to better protect themselves prior to, during, and following any emergency or disaster will be undertaken.
2. Problems created by a disaster may be compounded by deficient training of emergency response personnel, and citizens may be injured or killed as a result of a lack of education regarding appropriate actions to take when faced with an emergency.
3. Successful implementation of this plan, supporting plans, and supporting procedures requires trained and knowledgeable personnel who are capable of executing their assigned tasks during any emergency. Achieving this level of competency requires ongoing training.

B. Planning Assumptions

1. Training programs that encompass specialized skills and are completed on a regular and recurring basis will generate the abilities necessary to carry out effective response and recovery operations.
2. Providing educational materials to members of the general public will result in citizens being more prepared to handle emergency situations they may encounter, and will result in fewer casualties when an emergency occurs.

III. Policies

- A. The primary responsibility for training of local emergency personnel and citizens rests with local government, specifically the local Emergency Management Director. The state, through TEMA, will provide active assistance in the presentation of special seminars, formal training courses, aid and advice in the development of local exercises, and will supply training materials to support local training requirements.

IV. Concept of Operations

A. Training

1. The initial phase of training consists of qualifying the local emergency services staff in disaster operations within each county. This training will be evaluated at the local level to ensure acceptable performance. TEMA provides courses geared toward the development of an effective local emergency management program.
2. Follow-up and refresher training is available on a periodic basis to support skills learned during the initial training received by local emergency services personnel.
3. National Incident Management System (NIMS) and Incident Command System (ICS) training will be offered annually to ensure emergency responders are trained to the level required by position.
4. Specific training programs have been and can be developed to support specific threats that affect the county.
5. The federal government, through FEMA, provides specialized training and courses for those who instruct at the state and local level. These classes may be requested from TEMA.

B. Exercises

1. The Tennessee Emergency Management Agency conducts several exercises each year to support response requirements to nuclear power plants, TVA dams, Oak Ridge Reservation facilities, the earthquake threat, the threat of severe weather, and a wide variety of other situations. These exercises occur at the discretion of the TEMA Director and may include any or all of the state and local emergency response organizations, as well as certain portions of the private sector, including the media. Additionally, periodic regional exercises are held at the discretion of the Regional Directors.
2. Local exercises are held at the discretion of the local Emergency Management Director, either to support a local emergency response capability, or in conjunction with an ongoing state or regional exercise. TEMA provides developmental and evaluative assistance to local governments for exercises when requested.

C. Public Education

1. Each year Anderson County EMA sponsors educational opportunities for the general public. These include the National Weather Service Skywarn Spotter Training, Severe Weather and Winter Awareness Weeks, and distribution of educational materials concerning specific threats.
2. EMA staff provides information and/or programs on emergency preparedness to civic groups, schools, and similar organizations upon request.
3. EMA distributes disaster preparedness literature to citizens at community events.

D. Organization and Responsibilities

1. TEMA is responsible for developing and maintaining the state's emergency preparedness training and education programs. A schedule of courses is available on the TEMA website, tema.org.
2. Local emergency services groups may receive specific training by submitting a request through the county EMA Director. The Director will submit requests to the TEMA Regional Office and will coordinate the time and location of training to ensure maximum participation.
3. TEMA will coordinate the state-wide delivery of general public information activities with agencies such as the National Weather Service, the U.S. Geological Survey, FEMA, etc.
4. Requests for state training, assistance, and input should be made to the County EMA Director to be forwarded to the TEMA Regional Office.

APPENDIX 4 TO THE BASIC PLAN

SUMMARY OF THE TENNESSEE CIVIL DEFENSE ACT (TCA 58-2-101, et. seq.)

Tennessee's civil defense history began with the passage of the Tennessee Civil Defense Act of 1951. Beginning in 1955, and on several occasions since, this law has been amended until, at present, it exists as Chapter 2, Title 58, of the Tennessee Code Annotated. This legislation is generally modeled after the Federal Civil Defense Act of 1950 (PL 81-920). The state act created the Tennessee Office of Civil Defense (which in 1981 was renamed the Tennessee Emergency Management Agency) within the state Military Department, under the Tennessee Adjutant General (TAG). The TAG has overall responsibility and authority for disaster preparedness and planning (Executive Order # 4, February 13, 1987).

Chapter 2, Title 58, of the Tennessee Code Annotated prescribes the responsibilities associated with disaster preparedness and emergency response in the State of Tennessee. When translated into policy and implemented, this becomes the mission of the Tennessee Emergency Management Agency (TEMA) and the local Emergency Management Agency organizations across the state. It provides for the following:

1. Creates TEMA and directs the creation of local organizations for civil defense in the political subdivisions of the state.
2. Confers upon the Governor and the chief executive officers of the governing bodies of the political subdivisions the emergency powers provided in this chapter.
3. Provides for mutual aid among political subdivisions of the state and those of surrounding states, and for the cooperation with the federal government in carrying out civil defense functions.
4. Requires the development and implementation of state and local civil defense plans.
5. Requires the most effective use be made of resources and facilities when dealing with a disaster, mob violence, etc., by having all civil defense functions of the state coordinated with comparable functions of the federal government, other states and localities, and private agencies of every type.
6. Authorizes the performance of duties and functions of civil defense necessary to cope with all types of natural disasters, riots, mob violence, etc., which might occur, affecting the life, health, safety, welfare, and property of citizens of the state of Tennessee.
7. Directs and empowers the Governor to create a Tennessee Emergency Management Agency, under the Adjutant General, and empowers the Governor to appoint a Director and such Deputy Directors as deemed necessary.
8. Establishes the duties of the Director. The Director is subject to the direction of the Governor, acting through the TAG, and is solely responsible for coordinating the activities of all organizations for civil defense within the state, and maintaining liaison with and cooperating with civil defense agencies, organizations of other states, and with the federal government.
9. Specifies that the general direction of TEMA shall be exercised by the Governor. In the event of disaster, energy emergency, riot, etc., beyond local control, the Governor is empowered to assume direct control over all or any part of civil defense functions within the state.
10. Authorizes the Governor to cooperate with the federal government, other states, and private agencies on all matters pertaining to civil defense of the state or nation.
11. Gives the Governor the power to make, amend, and rescind the orders, rules, and regulations necessary to carry out policies of cooperation and coordination; to prepare comprehensive plans and programs for civil defense in Tennessee; to integrate such plans and programs with the civil defense plans of the federal government and other states; and to cooperate in the preparation of plans and programs for civil defense by political subdivisions within the state.
12. Gives the Governor the administrative authority to procure supplies, institute training, and provide public information programs; to prepare in advance of an actual disaster, energy emergency, riot, etc.,

including partial or full mobilization of civil defense reserve units to ensure adequately trained and equipped forces of civil defense personnel.

13. Authorizes the Governor to delegate to state or local directors of civil defense any administrative authority vested in him by this chapter, and to provide for the sub-delegation of any such authority, except that any plans for dealing with an energy emergency shall be prepared by the Energy Division of the Department of Economic and Community Development.
14. Authorizes the Governor to cooperate with the President and heads of the armed forces, the Federal Emergency Management Agency (or its successors), and other appropriate federal officers and agencies, and with the officers and agencies of other states in matters pertaining to civil defense of the state or nation.
15. Authorizes the creation and establishment of mobile reserve units by the Governor as may be necessary to support civil defense organizations of the state.
16. Makes an employee of the state, by virtue of his employment, subject to assignment to a mobile reserve unit on a permanent or temporary basis to meet the particular need of any given emergency.
17. The Governor may declare that a state of emergency exists as a result of actual enemy attack against the United States, or an impending emergency, disaster, energy emergency, sabotage, riot, mob violence or other hostile actions, and thereafter the Governor shall have, and may exercise for such period as the state of emergency continues, emergency powers granted by state law, except that seizure, taking, condemnation, or allocation of energy resources must be in accordance with plans prepared by the Energy Division of the Department of Economic and Community Development.
18. Requires every civil defense organization established under this chapter, and the officers and personnel thereof, to execute and enforce the orders, rules, and regulations made by the Governor.
19. Provides criminal sanctions for any individual or entity violating rules or regulations promulgated by the Governor during a state of emergency.
20. Authorizes and directs each political subdivision within the state to establish a local organization for civil defense, in accordance with the state plan. Each organization shall be headed by a director who is appointed by the chief executive or governing body of the political subdivision and who shall have direct responsibility for the overall management of the local program.
21. Provides that each political subdivision, confronted with disasters as described herein shall have emergency powers to enter into contracts and incur obligations necessary to combat such disasters without regard to time consuming procedures and formalities as prescribed by law (excepting mandatory constitutional requirements). Each political subdivision shall have the same duties, powers, and functions as those vested in the Governor, within its jurisdiction, *except that, as stated in Attorney General November 22, 2006 Opinion No. 06-172, under TCA 38-9-101, "Statutory authority to order and compel evacuations in response to emergencies or disasters independently of a delegation of authority from the governor is granted to city and municipal officials only. County officials have no such independent authority."*
22. Enables local civil defense directors to enter into reciprocal mutual aid agreements with public and private entities of the state of Tennessee and surrounding states.
23. Authorizes local appropriations for civil defense expenses.
24. Directs that the Governor, local directors, and the chief executive officers/governing bodies of the political subdivisions use the services, equipment, facilities, and personnel of existing departments, offices, and agencies of the state and political subdivision to the maximum extent practicable, and directs the officers of such organizations to extend maximum cooperation to the Governor or local directors throughout the state upon request.
25. Enables the acceptance from the federal government, through the state or otherwise, of supplies, equipment, personnel, financial assistance, etc. by the Governor or political subdivision.
26. Directs that all persons, compensated or otherwise, connected with the civil defense program take and subscribe to an oath of loyalty.

27. Ensures the right of any person to receive benefits to which he would otherwise be entitled under this chapter, or under the Workmen's Compensation Law, or under any pension law, or the right of any such person to receive any benefits or compensation under any act of Congress shall not be affected.
28. Makes illegal the use of any civil defense organization for political purposes.
29. Ensures immunity from liability while engaged in civil defense activities for the agencies and persons working for/with those agencies.
30. Protects any person owning or controlling real estate or other premises, who voluntarily and without compensation grants a license or privilege or otherwise permits the use of such real estate for civil defense purposes shall not be liable for any personal injury or other damage occurring upon such real estate, precluding that created by willful misconduct. No person, agency, partnership, or corporation operating under the direction of the Governor or the head of emergency government services in any county, town, or city shall be liable for the death of or injury to any person, or any damage to any property caused by his or her actions, except where it is judged that the person acted intentionally or with gross negligence.
31. Authorizes multiple county organizations for civil defense and provides for such organizations to have identical functions, powers, duties, and responsibilities as those formed as single-county entities.
32. Authorizes the state to make grants to local organizations for civil defense purposes and sets forth standards for those grants.
33. Authorizes and establishes the Tennessee Severe Weather Information System, a statewide severe weather radio network (augmented by EAS/Weather Alert radio).

APPENDIX 5 TO THE BASIC PLAN

RESOLUTION ESTABLISHING
ANDERSON COUNTY EMERGENCY MANAGEMENT AGENCY
(On File with Anderson County Clerk)

Anderson County Emergency Management Agency
Established in a County Resolution dated February 21, 1974

The Resolution was last amended on May 16, 1983.

APPENDIX 6 TO THE BASIC PLAN
STATEMENT OF MUTUAL AID IN ANDERSON COUNTY

Under Tennessee Code Annotated Title 58 Chapter 8, the Mutual Aid and Emergency and Disaster Assistance Agreement Act of 2004, the provision and receipt of mutual aid assistance within the State of Tennessee by participating governmental entities requires no separate agreement.

PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES PILOT PROGRAM – DEBRIS REMOVAL



FEMA

Debris Management Plan Review Job Aid

This job aid outlines the process the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) will use to review Debris Management Plans (Plan) submitted for consideration under the Public Assistance (PA) Alternative Procedures Pilot Program for Debris Removal (Debris Pilot). The Sandy Recovery Improvement Act of 2013 (SRIA) (P.L. 113-2) authorized FEMA to provide an incentive to State, Tribal, or local governments, or owner or operator of a private nonprofit facility to have a Plan in place and accepted by FEMA prior to the declaration of a major disaster or emergency declaration. A Plan is a written document establishing procedures and guidance for managing disaster debris in an expeditious, efficient and environmentally sound manner. Recipients and subrecipients may refer to the *Public Assistance Debris Management Guide* (FEMA 325) for more extensive details regarding items to consider in development of a Plan.

A. Cost Share Incentive

When a recipient or subrecipient has a Plan determined acceptable by FEMA and has identified at least one or more pre-qualified contractors before the date of the disaster declaration incident period, FEMA will provide a one-time incentive of a two (2) percent increased cost share adjustment for the first 90 days of debris removal activities, beginning the first day of the declared incident period, provided the Plan is implemented for that disaster.

B. Basic Plan Elements

The content of each Plan will vary depending on State, Tribal and local ordinances, zoning, locations of area-critical infrastructure, emergency services, disposal locations, and other localized factors. However, the following 12 elements are the basic components of a comprehensive Plan:

- 1. Debris Management Plan Overview.** This section of the Plan should include a discussion explaining the Plan's purpose and its overarching goals. It should also include a brief discussion about how the Plan was developed; who participated in the Plan development (effort should be made to include all internal departments and external entities that may be involved with the debris removal operations); and whether the Plan is officially adopted by the governing body.

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- 2. Events and Assumptions.** Forecasting the type and quantity of debris is essential to the debris removal planning process. The Plan should identify the types and severity of disasters that are most likely to occur along with the types and anticipated quantities of debris that may be generated. It should also identify the type of handling that would be necessary to safely manage the debris. The Plan should describe the general terrain types, land use, and accessibility for the areas which would most likely be impacted by the disaster and how these characteristics may affect debris operations.
- 3. Debris Collection and Removal.** A debris collection strategy establishes a systematic approach for the efficient removal of debris so that the community can recover quickly after a disaster. The clearance and collection of disaster debris should be structured to meet response and recovery priorities. As such, the Plan should identify and prioritize facilities that will be impacted by disaster debris. It should also define the priorities during both the response and recovery phase operations and describe the coordination process with other entities responsible for managing debris. The Plan should identify roles and responsibilities for all functions involved (e.g., Public Works, Finance, Solid Waste Departments, etc.). Additionally, the Plan should address the methods that will be used to remove debris (i.e., curbside collection, community drop-off bins, etc.).
- 4. Temporary Debris Management Sites and Disposal Locations.** The Plan should identify locations where the disaster debris will be segregated, reduced and disposed and/or whether it will be recycled. The Plan should address traffic circulation at each of the disposal sites, disposal capacity and how debris will be managed if there is a lack of landfill capacity.
- 5. Debris Removal on Private Property.** Debris removal from private property is generally the responsibility of the individual property owners; however, when it is in the public interest to remove debris, the recipient or subrecipient may act to abate the threat. The Plan should identify the circumstances under which the recipient or subrecipient will take such action and identify the enabling laws that allow government to intercede in private property matters. The Plan should also provide discussion on the specific steps it will undertake to obtain permissions to enter on the private property and how it will recoup costs (such as insurance proceeds) for the debris removal.
- 6. Use and Procurement of Contracted Services.** The Plan should discuss the circumstances when contracted services will be required and describe the types of debris operations that will be contracted. The Plan should describe the process and procedure for acquiring competitively procured contracted services. All contracts must comply with

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Federal procurement requirements (i.e., complete bidding), as outlined in Title 2 Code of Federal Regulations (CFR) Part 200; Federal requirements may be more stringent than State or local requirements (See also Recovery Fact Sheet 9580.201 *Debris Contracting Guidance*).

7. **Use of Force Account Labor.** The Plan should clearly define the types of work that will be performed by force account labor.
8. **Monitoring of Debris Operations.** Debris monitoring helps ensure that the debris removal contractors are performing the agreed upon scope of work as per the contract and helps to maintain the required documentation for FEMA PA reimbursement. The Plan should include details as to how the recipient or subrecipient will monitor its debris removal contractor at pickup sites, Debris Management Sites/Temporary Debris Storage and Reduction Sites and final disposal areas. Specifically, the Plan should discuss who will perform the monitoring and describe each monitoring task.
9. **Health and Safety Requirements.** Debris operations involve the use of heavy equipment and numerous types of trucks, which can pose safety hazards to emergency workers and the public. In addition to safety hazards, exposure to certain types of debris can pose potential health risks to emergency workers and the public. The Plan should include specific details as to how workers and the public will be protected and discuss the specific measures for adherence to safety rules and procedures.
10. **Environmental Considerations and Other Regulatory Requirements.** The removal and disposal of certain types of debris have impact on the human and physical environment. Successful debris operations depend on compliance with Federal, State and local environmental laws. The Plan should identify all debris operations that may trigger compliance with environmental and historic preservation laws. It should also identify how compliance will be attained.
11. **Public Information.** The dissemination of debris removal information is critical to the effective and efficient removal of disaster debris. The Plan should include a public information strategy to ensure that residents receive accurate and timely information about the parameters, rules, and guidelines for debris removal.
12. **Identification of Debris Removal Contractors.** The recipient or subrecipient must identify at least one or more debris contractors that it has pre-qualified to perform debris operations. A pre-qualified contractor is one that has been identified and evaluated by a local government and has been determined to be capable to perform debris removal work

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(e.g., capabilities, bonding, insurance, availability). Identification of these qualifications should be done in conjunction with drafting the debris management plan, which should include specific contract requirements and explain how contractor qualifications are established. The purpose of having a pre-qualified contractor is to have a list of qualified contractors to compete the work. A pre-qualified contractor does not constitute a stand-by contractor. Subrecipients must still comply with Federal procurement requirements (i.e., complete bidding), as outlined in 2 CFR Part 200.

C. Plan Submittal and FEMA Review

Subrecipients should submit their Plan to the recipient for initial review and coordination. The recipient should review the Plan to validate that it meets the overall intent of establishing processes and procedures to remove debris expeditiously, efficiently and in an environmentally sound manner and provide the subrecipient with any necessary feedback on the content. Once the recipient confirms that the Plan sufficiently addresses each of the elements in the *Debris Management Plan Checklist* (Plan Checklist) (attached), the recipient should forward it to the FEMA Regional Administrator for review.

FEMA will use the Plan Checklist to ensure that the Plan addresses the 12 basic components of a comprehensive debris management plan:

- Debris management overview
- Events and assumptions
- Debris collection and removal plan
- Temporary Debris Management Sites and disposal locations
- Debris removal on private property
- Use and procurement of contracted services
- Use of force account labor
- Monitoring of debris operations
- Health and safety requirements
- Environmental considerations and other regulatory requirements
- Public information
- Identification of one or more prequalified debris removal contractors

If upon completion of review, FEMA determines that the Plan does not sufficiently address all of the Plan elements outlined above, then FEMA will provide written notification to the recipient citing the Plan's deficiencies. The subrecipient may revise the Plan and resubmit it through the recipient to FEMA for review.

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When a Plan is accepted, the FEMA Regional Administrator will send an acceptance letter to the recipient (see attached template). FEMA should provide its determination of whether the Plan is acceptable no later than 30 days from the date of receipt of the Plan. Review and acceptance of a Plan does not mean that FEMA is approving any operational component of the plan, nor does it mean that the Federal government will fund any aspect of the Plan. Eligibility of costs for debris removal and management in a declared major disaster or emergency will be determined based on established PA Program authorities, regulations, policies and guidance.

The recipient should retain a record of the Plan and ensure the subrecipient receives a copy of the acceptance letter. After a major disaster or emergency declaration, the subrecipient must notify the recipient whether it would like to request the one-time two (2) percent Federal cost share increase for that incident.

FEMA will track the subrecipients that submit a Plan for review and acceptance. This will include whether FEMA accepted the Plan and which subrecipients have received the two (2) percent Federal cost share incentive. Each FEMA Regional Office will maintain the spreadsheet located in the corresponding folder for that region under the Debris Management Plan folder on the FEMA Headquarters SharePoint site.



FEMA

Debris Management Plan Checklist

Applicant Name

State/Territory/Tribe

Applicant Point of Contact

Contact Number

Yes	No	Plan Requirements	Comment
		Overview – Does the plan describe the purpose and objectives?	
		Events and Assumptions- Does the plan provide information on the types and anticipated quantities of debris that will be generated from various types and sizes of events?	
		Debris Collection and Removal- Does the plan have a debris collection strategy? Does the plan discuss the methods that will be used to remove debris and establish priorities for clearance and removal? Does the plan outline the roles and responsibilities of the various functions involved (Public Works, Finance, and Solid Waste Departments, etc.)?	
		Debris Disposal Locations and Debris Management Sites- Does the plan identify where the disaster debris will be segregated, reduced, and disposed or whether debris will be hauled to a recycler?	
		Debris Removal on Private Property- Does the plan address the authority and processes for private property debris removal?	
		Use and Procurement of Contracted Services- Does the plan describe the types of debris operations that will be contracted? Does the plan describe the process and procedure for acquiring competitively procured contracted services?	
		Use of Force Account Labor- Does the plan define the types of work force account labor will accomplish?	



FEMA

Yes	No	Plan Requirements	Comment
		Monitoring of Debris Operations- Does the plan describe who and how debris removal contractors will be monitored at pickup sites, Debris Management Sites/Temporary Debris Storage and Reduction Sites and final disposal?	
		Health and Safety Requirements- Does the plan describe how workers and the public will be protected and discuss the specific measures for adherence to safety rules and procedures?	
		Environmental Considerations and Other Regulatory Requirements- Does the plan identify all debris operations that will trigger compliance with environmental and historic preservation laws and how compliance will be attained?	
		Public Information- Does the plan include a public information strategy to ensure that residents receive accurate and timely information about debris operations?	
		Identification of Debris Removal Contractors- Does the jurisdiction identify at least one or more debris contractors that it has prequalified?	



FEMA

Debris Management Plan Acceptance Letter Template

Addressed to the Recipient

Dear [Insert Name],

This letter responds to the [your, or Name the State Office of Emergency Services ...] request dated [date of correspondence] for the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) to accept the [name of jurisdiction] Debris Management Plan (Plan) for participation in the Public Assistance (PA) Alternative Procedures Pilot Program for Debris Removal. This pilot program allows a one-time two (2) percent Federal cost share increase for debris removal operations performed within 90 days from the start of the incident period of a major disaster or emergency declaration.

FEMA Region [XX] has determined that the Plan:

- Contains the basic planning elements of a Debris Management Plan along with at least one prequalified debris and wreckage removal contractor (see enclosed Debris Management Plan Checklist). Therefore, FEMA has determined the Plan is acceptable. Accordingly, the [name of jurisdiction] may receive a one-time two (2) percent Federal cost share increase as part of the PA Alternative Procedures Pilot Program for Debris Removal. Your office should notify FEMA when [name of Jurisdiction] wishes to apply the incentive to its debris removal work.
- Does not contain the basic planning elements as noted in the enclosed Debris Management Plan Checklist. The [name of jurisdiction] may revise its Plan and resubmit it to FEMA, through your office, for reconsideration.

Acceptance of this Plan does not mean that FEMA is approving any operational component of the plan nor does it mean that the Federal government will fund work conducted under any aspect of the Plan. Eligibility of costs for debris removal and management in a declared major disaster or emergency will be determined based on established PA Program authorities, regulations, policies and guidance. subrecipients must comply with Federal procurement requirements (i.e., competitive bidding), as outlined in 2 CFR Part 200, in the procurement of debris removal services.

Should [you, or the State Office of Emergency Services] have any questions you may contact [name of FEMA personnel] at xxx-xxx-xxxx.

Sincerely,

Signed
Regional Administrator or Designee