

1 14B NCAC 03 .0401 is adopted as published in 37:04 NCR 320 with changes as follows:

2

3 **SECTION .0400 – NORTH CAROLINA SEARCH AND RESCUE ~~PROGRAM~~ SYSTEM**

4

5 **14B NCAC 03 .0401 PURPOSE**

6 (a) The purpose of this section is to prescribe requirements pertaining to the North Carolina Department of Public
7 ~~Safety~~ Safety's Division of Emergency Management administered North Carolina Search and Rescue ~~Program~~
8 System.

9 (b) This section applies to ~~Sponsoring Agencies and other participants in the North Carolina Search and Rescue~~
10 ~~Program that have executed agreements administered by the North Carolina Division of Emergency Management.~~ all
11 persons or entities of the North Carolina Search and Rescue Program made parties pursuant to G.S. 166A-66(a)(9).

12

13 *History Note: Authority G.S. 166A-66;*
14 *Eff. ~~January~~ April 1, 2023.*

15

1 14B NCAC 03 .0402 is adopted as published in 37:04 NCR 320-321 with changes as follows:

2
3 **14B NCAC 03 .0402 ABBREVIATIONS AND DEFINITIONS**

4 As used in this Section the following abbreviations and terms mean:

5 (1) “Activation” means the status of a system resource placed at the direction, control, and funding of
6 NCEM as part of the NC SAR System.

7 ~~(2) (2) All hazards Disaster Response Model – “All-hazards Disaster Response Model” means a response~~
8 ~~methodology where resources~~ system resources provide all applicable capability to respond to any
9 ~~threats threat~~ or hazard that is impacting the State or ~~has the potential~~ is forecasted to impact the
10 state State as determined by the NCEM Director.

11 ~~(2) (3) Authority Having Jurisdiction (AHJ)– “Authority Having Jurisdiction” (AHJ) means those local,~~
12 ~~state, state,~~ or federal entities having ~~response authority~~ a duty to act over a specific aspect of search
13 and rescue in a specific geographic area.

14 ~~(3) (4) Contract Response Team – A “Contract Response Team” means a regional all-hazards disaster~~
15 ~~response contract response team as defined in G.S. 166A-65 which is adopted and incorporated by~~
16 ~~reference with subsequent changes or amendments pursuant to G.S. 150B-21.6~~ capable of
17 conducting urban search and rescue, swiftwater rescue, and wide area search operations with self-
18 sustaining logistical support allowing for responses into disaster areas.

19 ~~(4) (5) County to County Mutual Aid – “County to County Mutual Aid” means public safety resource~~
20 ~~Resourcee~~ sharing between ~~county public safety resourcees~~ local governments under the conditions
21 of the NC Statewide Mutual Aid Agreement or another similar agreement between local
22 governments.

23 ~~(5) (6) Federal Emergency Management Agency (FEMA) – “Federal Emergency Management Agency”~~
24 ~~(FEMA) means~~ is an agency of the United States Department of Homeland Security with the
25 responsibility to coordinate the federal response to a Presidentially-declared disasters that has
26 occurred in the United States States, ~~and that overwhelms the resources of local and state authorities.~~

27 ~~(6) (7) FEMA Public Assistance Program – is “FEMA Public Assistance Program” means a federal~~
28 ~~reimbursement grant program that provides federal funding to help communities respond to and~~
29 ~~recover from disasters.~~

30 (8) “Functionally equivalent” means an item or group of items that can be used in the same basic manner
31 as another item or items to perform a task to the same standard.

32 ~~(7) – Incident Command System (ICS) – A standardized on scene emergency management construct~~
33 ~~specifically designed to provide an integrated organizational structure that reflects the complexity~~
34 ~~and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.~~
35 ~~The Incident Command System is the combination of facilities, equipment, personnel, procedures,~~
36 ~~and communications operating within a common organizational structure, designed to aid in the~~
37 ~~management of resources during incidents. ICS is used for all kinds of emergencies and is applicable~~

1 to small as well as large and complex incidents. ICS is used by various jurisdictions and functional
2 agencies, both public and private, to organize field level incident management operations.

3 (8) ~~Incident Support Team (IST) — A group of search and rescue experts who assist local and state~~
4 ~~emergency management in management and support of deployed search and rescue system~~
5 ~~resources.~~

6 (9) ~~Local Emergency Management Coordinator (LEMC) — The “Local Emergency Management~~
7 ~~Coordinator” (LEMC) means the County Emergency Management Coordinator as defined in G.S.~~
8 ~~166A-19.15 who is responsible for all local disaster preparedness, response, and recovery activities~~
9 ~~in a specific geographic area county.~~

10 (10) ~~NC All Hazards Incident Management Team (NCAHIMT) — The “NC All-Hazards Incident~~
11 ~~Management Team” (NCAHIMT) mean the North Carolina Division of Emergency Management’s~~
12 ~~program responsible for supporting local and state incident management requirements in local and~~
13 ~~state during disaster response activities.~~

14 (11) ~~NC Resource Typing — A document defining and categorizing, by capability, the resources~~
15 ~~requested, deployed, and used in incidents. Resource typing definitions establish a common~~
16 ~~language and defines define a resource's minimum capabilities for equipment, teams, and units.~~

17 (12) (11) ~~North Carolina Search and Rescue System (NC SAR System) — The “North Carolina Search and~~
18 ~~Rescue System” (NC SAR System) means the NC Search and Rescue Program state search and~~
19 ~~rescue program established in Article 6 of Chapter 166A of the North Carolina General Statutes.~~
20 ~~The NC SAR System includes five individual programs: Urban Search and Rescue, Swiftwater~~
21 ~~Rescue, Helicopter Rescue, Mountain Rescue, and Wilderness Search and Rescue.~~

22 (13) (12) ~~North Carolina Search and Rescue Technical Advisory Committee (NC SAR TAC) — An “North~~
23 ~~Carolina Search and Rescue Team Advisory Committee” (NC SAR TAC) means an advisory~~
24 ~~committee established in Article 6 of Chapter 166A of the North Carolina General Statutes to advise~~
25 ~~the Secretary of the North Carolina Department of Public Safety and the North Carolina Division of~~
26 ~~Emergency Management on the establishment of a search and rescue system the North Carolina~~
27 ~~Search and Rescue System.~~

28 (14) (13) ~~North Carolina Emergency Management (NCEM) — A “North Carolina Division of Emergency~~
29 ~~Management” (NCEM) means a division of the North Carolina Department of Public Safety~~
30 ~~established in G.S. 143B-1000 with the responsibility to coordinate the mitigation, planning,~~
31 ~~preparedness, response, and recovery to a disaster or emergency that has or could is forecasted to~~
32 ~~occur in the State. State as determined by the NCEM Director.~~

33 (15) (14) ~~North Carolina Emergency Management Operations Chief (NCEM OSC) — The “North Carolina~~
34 ~~Emergency Management Operations Chief” (NCEM OSC) means the Assistant Director of~~
35 ~~Operations for the North Carolina Division of Emergency Management.~~

- 1 ~~(16)~~ (15) North Carolina Emergency Management Director (NCEM Director)—The “North Carolina
2 Emergency Management Director” (NCEM Director) means the Director of the North Carolina
3 Division of Emergency Management.
- 4 ~~(17)~~ (16) National Incident Management System (NIMS)—A set of principles “National Incident
5 Management System” (NIMS) means a federal policy that provides a systematic, proactive approach
6 guiding government agencies at all levels, nongovernmental organizations, and the private sector to
7 work to prevent, protect against, respond to, recover from, and mitigate the effects of incidents,
8 regardless of cause, size, location, or complexity, to reduce the loss of life or property and harm to
9 the environment.
- 10 ~~(18)~~ (17) On-duty—When “On-duty” means when a person is acting ~~functioning, paid or unpaid,~~ as an agent
11 of their ~~sponsoring or participating agency~~ Sponsoring or Participating Agency or of the NC
12 Division of Emergency Management as part of the NC Search and Rescue ~~Program.~~ System.
- 13 ~~(19)~~ (18) Participating Agency (PA)—An “Participating Agency” means an entity that assists a ~~sponsoring~~
14 ~~agency~~ Sponsoring Agency with the formation of a search and rescue team by providing personnel
15 or equipment.
- 16 (19) “Program costs” means training, equipment, personnel, or administrative expenses incurred by a
17 Sponsoring or Participating Agency during activities of the NC SAR System.
- 18 (20) “Resource typing” means a document defining and categorizing, by capability, the system resources
19 requested, deployed, and used in incidents.
- 20 ~~(22)~~ (21) Responsible Party (RP)—The “Responsible Party” means the entity whose actions or inactions
21 caused an event as determined by the authority having jurisdiction requiring ~~search and rescue~~
22 ~~system resources.~~ system resources to respond and incur costs.
- 23 ~~(23)~~ (22) Sensitive Information—Any “Sensitive information” means any information, to include ~~but not~~
24 ~~limited to~~ audio recordings, images, and video ~~recordings gained~~ recordings, obtained during a
25 ~~search and rescue operation~~ an activation that has not been released to the public by the ~~authority~~
26 ~~having jurisdiction.~~ AHJ.
- 27 ~~(24)~~ (23) Specialty Rescue Team—A “Specialty Rescue Team” means a group of response personnel who
28 ~~provided~~ provide ~~specialized,~~ technical search and rescue capability as part of the North Carolina
29 Search and Rescue System that is not a contract response team as defined in G.S. 166A-65.
- 30 ~~(25)~~ (24) Sponsoring Agency (SA)—A “Sponsoring Agency” means a local or tribal unit of government or
31 ~~other entity~~ a corporation with an active response agreement with a local unit of government that
32 organizes and coordinates a search and rescue team in the North Carolina Search and Rescue
33 System. This entity serves as the lead agency for teams comprised of multiple agencies.
- 34 ~~(26)~~ State Coordinated Mutual Aid—~~Assistance between North Carolina Search and Rescue System~~
35 ~~resources and local units of government facilitated and coordinated by North Carolina Emergency~~
36 Management.

1 ~~(27)~~ (25) ~~State Emergency Operations Plan (SEOP)~~—A “State Emergency Operations Plan” (SEOP) means
2 a document maintained under the authority of G.S. 166A-19.12(2) that details how the State of North
3 Carolina will respond to a disaster or emergency requiring ~~state~~ State assistance utilizing an
4 ~~established comprehensive, all hazards approach~~ All-Hazards Disaster Response Model.

5 ~~(28)~~ (26) ~~State Mission Assignment (State Mission)~~—A “State Mission Assignment” (State Mission) means
6 a NCEM North Carolina Division of Emergency Management approved request for assistance to
7 deploy ~~search and rescue system~~ system resources at the request of a local unit of government.

8 ~~(28)~~ (27) “System agreements” means contracts, memoranda of agreements, or memoranda of understanding
9 between NCEM and Contract Response Teams for the purposes of establishing and maintaining the
10 NC SAR System.

11 ~~(29)~~ (28) ~~System Personnel—Personnel~~ “System personnel” means human resources from a ~~contract~~ Contract
12 Response or ~~specialty rescue team~~ Specialty Rescue Team with an active response agreement with
13 ~~the Division of Emergency Management for search and rescue response~~ or human resources
14 employed ~~on a full time or part time basis~~ by the Division of Emergency Management with a
15 responsibility for search and rescue response.

16 ~~(30)~~ (29) ~~System Resource—Personnel~~ “System resource” means personnel or equipment from a ~~contract~~ or
17 ~~specialty rescue team~~ that is participating in the NC Search and Rescue System with an active
18 ~~response agreement~~ with the North Carolina Division of Emergency Management for search and
19 rescue response.

20
21 *History Note:* Authority G.S. 166A-65; 166A-66; 166A-67; 166A-69;
22 Eff. ~~January~~ April 1, 2023.
23

1 14B NCAC 03 .0403 is adopted as published in 37:04 NCR 321-322 with changes as follows:

2
3 **14B NCAC 03 .0403 DISPATCH OF A CONTRACT RESPONSE TEAM TO A SEARCH AND RESCUE**
4 **TEAM OR SPECIALTY RESCUE TEAM MISSION**

5 (a) ~~NC SAR North Carolina Search and Rescue System's (NC SAR System) System Resources~~ system resources
6 shall employ the ~~all hazards response model~~ All-Hazards Disaster Response Model. ~~System resources are not limited~~
7 ~~to responses to only missing person incidents. System resources may support any incident where system resources~~
8 ~~may relieve human suffering or protect life, property, or the environment for an actual or potential threat.~~

9 (b) ~~NC Emergency Management~~ The North Carolina Division of Emergency Management (NCEM) shall maintain
10 direction and control of any deployed ~~NC SAR System resources~~ system resources that have been deployed through
11 action of ~~NCEM~~. NCEM until a time that they have been demobilized or the system resource is needed by the
12 Sponsoring Agency.

13 (c) Any resource of the NC SAR System remains a local resource when not deployed by NCEM ~~first~~ and may deploy
14 under their local authorities or agreements notwithstanding any action by the State. Participation in the NC SAR
15 System shall not limit or supersede their local authorities, responsibilities, or agreements when the system resource is
16 deploying under those authorities or agreements.

17 (d) ~~NC SAR System resources shall be deployed by the State using one of the following methods:~~

18 (1) ~~State Coordinated Mutual Aid~~ The primary goal of State Coordinated Mutual Aid is to facilitate
19 mutual aid through polling NC SAR System resources, either in part or in whole, at the discretion
20 of NCEM officials to seek available qualified resources in the NC SAR System to fill a local request
21 for support. There is no requirement for NCEM to poll all resources, nor any requirement for the
22 local AHJ to take all or some portion of teams who are available. Final resource selection remains
23 with the local AHJ. NCEM officials shall use incident type and urgency, incident and resource
24 location, resource type, resource availability and timeliness to affecting incident outcome, and
25 resource cost as factors in determining what resources to poll when notifying activating system
26 resources.

27 (2) ~~State Mission Assignment~~ State Mission's primary goal is to deploy NC SAR System resources
28 when there is a threat to life, property, or the environment and some barrier(s) to prevent the mission
29 being filled through local or state coordinated mutual aid. In cases of a State of Emergency as
30 defined in G.S. 166A 19.20 or G.S. 166A 19.22, NCEM shall deploy NC SAR System resources
31 through a State Mission Assignment to minimize any delay in initiating or augmenting lifesaving
32 operations.

33 (e) (d) The County Local Emergency Management Coordinator (LEMC) ~~or their designee~~ shall have the authority to
34 request system resources. Local law enforcement agencies, fire departments, rescue squads, and any other local
35 authority having jurisdiction AHJ shall route requests for activation of NC SAR System resources to their LEMC who
36 will make the request for support to NCEM.

1 *History Note: Authority G.S. 166A-66;*
2 *Eff. ~~January~~ April 1, 2023.*
3

1 14B NCAC 03 .0404 is adopted as published in 37:04 NCR 322 with changes as follows:

2
3 **14B NCAC 03 .0404 ON-SITE OPERATIONS OF ~~A CONTRACT RESPONSE TEAM SYSTEM~~**
4 **RESOURCES**

5 All search and rescue system resources shall operate in accordance with the following standards of response:

- 6 (1) (a) FEMA ~~ICS and NIMS~~ National Incident Management System standards which are adopted and are
7 incorporated by reference with subsequent changes or amendments pursuant to G.S. ~~150B-21.6;~~
8 150B-21.6 and can be found at no cost at: [https://www.fema.gov/sites/default/files/2020-](https://www.fema.gov/sites/default/files/2020-07/fema_nims_doctrine-2017.pdf)
9 07/fema_nims_doctrine-2017.pdf;
- 10 (2) (b) following all direction from NCEM ~~personnel~~; personnel acting pursuant to G.S. 166A-19.12(1)
11 when deploying as a system resource;
- 12 (3) (c) when responding in support of law enforcement operations, ~~resources~~ system resources shall
13 coordinate ~~actives~~ activities with the law enforcement authorities to ensure their actions support any
14 potential criminal ~~investigation~~. investigation; and
- 15 (4) (d) ~~resources~~ system resources shall not release any sensitive information to the public or media during
16 operations without the consent of the local, state, or federal authority having jurisdiction consistent
17 with ~~the~~ Chapter 132 of the North Carolina General ~~Statutes~~ Statutes. ~~which is adopted and~~
18 ~~incorporated by references with subsequent changes or amendments pursuant to G.S. 150B-21.6;~~
19 ~~and G.S. 150B-21.6.~~
- 20 (5) ~~state and federal law.~~

21
22 *History Note: Authority G.S. 166A-66, National Incident Management System, 3rd Edition;*
23 *Eff. ~~January~~ April 1, 2023.*
24

1 14B NCAC 03 .0405 is adopted as published in 37:04 NCR 322 with changes as follows:

2
3 **14B NCAC 03 .0405 STANDARDS FOR ADMINISTRATION OF A CONTRACT RESPONSE TEAM,**
4 **INCLUDING PROCEDURES FOR REIMBURSEMENT OF RESPONSE COSTS**

5 (a) ~~System resources~~ Contract Response Teams and Specialty Rescue Teams shall maintain the following all
6 personnel records and have them available for audit: to include:

- 7 (1) ~~Responder~~ responder medical history;
- 8 (2) ~~Emergency~~ emergency contact information;
- 9 (3) ~~Current~~ current pay and benefit rates, including overtime rates; and
- 10 (4) ~~Policies~~ policies for overtime pay if deploying paid persons.

11 (b) System personnel shall be in an on-duty status as an emergency management worker as defined in G.S. 166A-
12 19.60(e) during all training and responses. G.S. 166A-19.60(e) which is adopted and incorporated by reference with
13 subsequent changes or amendments pursuant to G.S. 150B-21.6 during all training and response activities.

14 (c) System resources shall maintain a current team roster.

15 (d) System resources shall maintain all ~~team~~ system personnel training, certification, and ~~credentials.~~ credentials as
16 outlined in Rule .0409 in this Section.

17 (e) System resources shall maintain all inventory and maintenance records for deployable equipment.

18 (f) Resource records ~~must~~ shall be available for review by NCEM officials to ensure compliance.

19 (g) Within 90 days of demobilization from a ~~state~~ State mission, system resources shall submit ~~documentation~~
20 receipts, expense reports, and supporting documentation of actual costs to NCEM for reimbursement consistent with
21 the FEMA Public Assistance Program and Policy Guide which is adopted and incorporated by reference with
22 subsequent changes or amendments pursuant to G.S. 150B-21.6. 150B-21.6 and is available at no cost at:
23 https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf. ~~NCEM~~
24 ~~may grant extensions beyond the 90 day period at their discretion due to extenuating circumstances such as extended~~
25 ~~equipment repairs.~~

26
27 *History Note: Authority G.S. 166A-19.60; 166A-66; 42 U.S.C.5121 et seq; 44 CFR Part 206;*
28 *Eff. January April 1, 2023.*

1 14B NCAC 03 .0406 is adopted as published in 37:04 NCR 322 with changes as follows:

2

3 **14B NCAC 03 .0406 RECOVERING THE COSTS OF A SEARCH AND RESCUE TEAM OR**
4 **SPECIALTY RESCUE TEAM MISSION**

5 ~~(a)~~ NCEM shall seek reimbursement ~~by~~ from the ~~responsible party~~ Responsible Party for system response costs in
6 cases of negligence or ~~manmade~~ intentional disaster.

7

~~(1)~~

8 ~~(b)~~ NCEM shall bill the Responsible Parties ~~Responsible Parties shall be billed reasonable~~ costs to include personnel and
9 equipment costs consistent with current protocols established for the recovery of cost of activation of a response team
10 for a hazardous materials emergency response set out in G.S. ~~466-27~~ 166A-27 or civil liability of persons who willfully
11 ignore a warning in an emergency pursuant to G.S. 166A-19.62. ~~which is adopted and incorporated by reference with~~
12 ~~subsequent changes or amendments pursuant to G.S. 150B-21.6~~ of eligible costs.

13

~~(2)~~ —

14 ~~(c)~~ Responsible ~~parties~~ Parties shall remit payment to NCEM within 30 days of receipt of invoice. ~~invoice via certified~~
15 ~~mail.~~

16

17 *History Note: Authority G.S. 166A-27; 166A-66; 166A-19.62*

18 *Eff. ~~January~~ April 1, 2023.*

19

1 14B NCAC 03 .0407 is adopted as published in 37:04 NCR 322-324 with changes as follows:

2
3 **14B NCAC 03 .0407 PROCEDURES FOR BIDDING AND CONTRACTING FOR SEARCH AND**
4 **RESCUE TEAM AND SPECIALTY RESCUE TEAM MISSION**

5 (a) Eligibility for participation as a ~~contract~~ Contract or ~~specialty rescue team~~ Specialty Rescue Team:

6 (1) Sponsoring agencies ~~must~~ shall:

7 (A) ~~Be~~ be a local unit of government, ~~state-recognized~~ State-recognized tribal government, or
8 a corporation with ~~maintain~~ an active response agreement with a local or tribal unit of
9 government;

10 (B) ~~Maintain~~ maintain participation in the statewide mutual aid agreement; and

11 (C) ~~Ensure~~ ensure all ~~members~~ personnel possess the qualifications as outlined in Rule .0409
12 of this Section. ~~Section which is adopted and incorporated by reference with subsequent~~
13 ~~changes or amendments pursuant to G.S. 150B-21.6.~~

14 (2) Participating agencies shall ensure all ~~members~~ personnel possess the qualifications as outlined in
15 Rule .0409 of this Section. ~~Section which is adopted and incorporated by reference with subsequent~~
16 ~~changes or amendments pursuant to G.S. 150B-21.6.~~

17 (b) Eligibility for participation ~~as personnel on an incident support team.~~

18 (1) Personnel shall be from ~~a participating member of the NC SAR System, NCEM All-Hazards~~
19 ~~Incident Management Team Program, or an employee of NC Emergency Management. NCEM.~~ If
20 not an employee of NCEM, each member's ~~sponsoring agency~~ Sponsoring Agency ~~must~~ shall have
21 an active ~~memorandum of agreement~~ system agreement that outlines the conditions of their
22 participation. ~~on an incident support team.~~

23 (2) ~~Ensure~~ NCEM shall ensure all ~~members~~ personnel possess the qualifications as outlined in Rule
24 .0409 of this Section. ~~Section which is adopted and incorporated by reference with subsequent~~
25 ~~changes or amendments pursuant to G.S. 150B-21.6.~~

26 (c) Contract Response Teams – Within 18 months of the first day of the contractual performance, ~~a new contract~~
27 ~~period,~~ NCEM shall electronically distribute a bid announcement via electronic mail to all system resources and local
28 emergency management coordinators for interested parties to return a letter of interest. ~~interest by a specified date.~~
29 NCEM shall distribute an electronic bid package to all interested parties that ~~must~~ shall be returned to NCEM. ~~NCEM~~
30 ~~by a date specified in the bid package.~~

31 (1) Contract ~~response teams~~ Response Teams shall be limited to seven regionally based all hazard
32 response taskforces. Each taskforce will be assigned a primary response region in the state.

33 ~~(2) Bid packages shall be submitted for a specific single response region.~~

34 ~~(3)~~ (2) The bidding agency and any participating agencies shall be located in that specified response region.

35 ~~(4)~~ (3) A review committee shall be established by the NCEM Director or designee. This committee will
36 open all completed sealed bid packages and evaluate them based on an agreed upon the criteria as
37 outlined in Rule .0408 of this Section ~~This committee will open all completed sealed bid packages~~

1 ~~and evaluate them based on an agreed upon criteria~~ at a date set by the NCEM Director ~~Director~~ or
2 designee.

3 (5) (4) The committee shall develop a bid package review summary that includes their recommendations
4 for selections that will be sent to the NCEM Operations Section Chief for concurrence before being
5 reviewed and approved by the NCEM Director.

6 (6) (5) Agencies who are successful in the bid process will be ~~notified~~, notified and system agreements
7 shall be drafted and executed. ~~Agreements shall be drafted, and executed by all parties for the agreed~~
8 ~~upon period.~~

9 (7) (6) NCEM shall draft, execute, and maintain ~~two agreements~~ a system agreement with the sponsoring
10 agency for the resource to maintain participation in the ~~program~~ NC SAR System.

11 (A) NCEM shall execute and maintain a ~~cooperative agreement~~ system agreement with the
12 sponsoring agency that outlines the ~~conditions and activities~~ scope of work that the
13 ~~resource must~~ team shall follow to enable reimbursement of eligible training, equipment,
14 and ~~personnel~~ administrative costs associated with maintaining a ~~contract response team~~
15 Contract Response Team. The ~~cooperative agreement~~ system agreement shall be limited to
16 the contract period.

17 (B) Funds reimbursed through this agreement shall go directly to cover program costs and be
18 utilized by the ~~sponsoring~~ Sponsoring and/or ~~and participating~~ Participating agencies.

19 (C) The ~~sponsoring agency~~ Sponsoring Agency shall maintain all records of any ~~program~~ NC
20 SAR System spending and shall not comingle funds or use ~~program~~ NC SAR System
21 funding for any other purpose. ~~other than maintaining or building search and rescue~~
22 ~~capability.~~

23 (D) Each ~~sponsoring agency~~ Sponsoring Agency is responsible to draft, execute, and maintain
24 agreements with ~~any~~ each participating agency that is supporting their bid for a ~~contract~~
25 ~~response team~~ Contract Response Team with personnel, equipment, or funding. NCEM
26 ~~may provide a template agreement for use between sponsoring and participating agencies.~~
27 The ~~sponsoring agency~~ Sponsoring Agency may include any participating agency
28 resources in their bid package, ~~as long as they have an active agreement.~~

29 (E) Resources shall maintain a response agreement with NCEM that outlines ~~response~~
30 ~~activities~~ the activation process and the reimbursement process for costs of state missions.

31 (d) Specialty Rescue Teams - ~~NC Emergency Management~~ NCEM shall enter into response agreements with
32 Sponsoring Agencies to establish specialty rescue teams to ensure statewide response capability in ~~certain~~
33 NC SAR System program areas.

34 (1) These program areas shall ~~include:~~ be:

35 (A) Swiftwater Search and Rescue;

36 (B) Wilderness / Land Search and Rescue;

37 (C) Mountain Search and Rescue; and

(D) Helicopter Search and Rescue

- (2) ~~NC Emergency Management~~ NCEM shall ~~provide program support in establishing program standards, supporting specialized support system resources with training, training and providing specialized~~ equipment within the confines of available funding. Participation as a ~~specialty rescue team~~ Specialty Rescue Team is considered at will by either party to the extent that agreements and can be terminated with or without cause by either party with a 30-day notice.
- (3) Each ~~qualified resource~~ Sponsoring Agency shall enter into a response agreement specific to each established program area with NCEM. The resource will then enter into a ~~memorandum of understanding system agreement~~ with NCEM that shall be referred to as a ~~specialty rescue team~~ Specialty Rescue Team response agreement.
- (4) Specialty ~~Rescue Teams~~ rescue teams ~~must~~ shall demonstrate their ability to ~~deploy~~ respond as a ~~self-supported self-sufficient resource team~~ team outside their jurisdiction to be eligible to participate in the NC SAR System. Specialty Rescue Teams shall provide all support requirements for their deployed personnel and equipment for a period of 72 hours from deployment without outside support.
- (5) Each Sponsoring Agency of a Specialty Rescue Team ~~specialty rescue team is responsible to~~ shall draft, execute, and maintain agreements with ~~any each Participating Agency~~ participating agency that is supporting the Sponsoring Agency ~~sponsoring agency~~ ~~for~~ in maintaining a Specialty Response Team ~~specialty response team~~ with personnel, equipment, or funding. ~~NCEM may provide a template agreement for use between sponsoring and participating agencies.~~

History Note: Authority G.S. 166A-65; 166A-66; 166A-67;
Eff. ~~January~~ April 1, 2023.

1 14B NCAC 03 .0408 is adopted as published in 37:04 NCR 324 with changes as follows:

2
3 **14B NCAC 03 .0408 CRITERIA FOR EVALUATING BIDS FOR CONTRACT RESPONSE TEAM**

4 (a) Bidding ~~entities~~ agencies must shall:

- 5 (1) ~~be submitted~~ submit via courier, United States Mail, or hand deliver a bid package signed by an
6 authorized representative of a local unit of government, ~~state~~ State recognized tribal government, or
7 ~~maintain~~ corporation that maintains an active response agreement with a local or tribal unit of
8 government;
- 9 (2) provide a plan for the bidding entity to deploy the required number of personnel for a period of up
10 to 14 days when not required for a local response. ~~being impacted locally~~. This may be as a single
11 entity or as a collaboration of multiple agencies in the specified response region. If a collaboration
12 of multiple agencies, the sponsoring or the bidding agency ~~must~~ shall maintain cooperative
13 agreements with all supporting agencies. For the purposes of the bid submission, the bidding entity
14 shall provide a letter of support from all supporting agencies;
- 15 (3) provide a plan for the bidding entity to maintain the required number of personnel trained per Rule
16 .0409 of this Section; ~~Section which is adopted and incorporated by reference with subsequent~~
17 ~~changes or amendments pursuant to G.S. 150B-21.6;~~ and
- 18 (4) ensure all participating members possess the qualifications as outlined in Rule .0409 of this Section.

19 (b) Bids shall be evaluated on: ~~using the below criteria and consistent with 2 CFR Part 200 which is adopted and~~
20 ~~incorporated by reference with subsequent changes or amendments pursuant to G.S. 150B-21.6:~~

- 21 (1) geographic location of team base;
- 22 (2) ability to maintain required number of trained personnel to ensure response readiness; ~~readiness~~
23 ~~without negative impacts to local response obligations;~~
- 24 (3) ability to maintain and care for any system provided equipment;
- 25 (4) availability of local equipment to support response activities; ~~and~~
- 26 (5) availability to maintain dedicated administrative staff to ensure management of administrative
27 duties, training, and logistical ~~requirements.~~ requirements; and
- 28 ~~(6) consistent with federal procurement rules as outlined in 2 CFR Part 200 which is adopted and~~
29 ~~incorporated by reference with subsequent changes or amendments pursuant to G.S. 150B-21.6.~~
30 150B-21.6 and can be found at no cost at: [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200)
31 [II/part-200](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200); and
- 32 ~~(7) consistent with State procurement rules as outlined in Chapter 5 of North Carolina Administrative~~
33 ~~Code which is adopted and incorporated by reference with subsequent changes or amendments~~
34 pursuant to G.S. 150B-21.6 and can be found at no cost at:
35 [http://reports.oah.state.nc.us/ncac.asp?folderName=\Title%2001%20-](http://reports.oah.state.nc.us/ncac.asp?folderName=\Title%2001%20-%20Administration\Chapter%2005%20-%20Purchase%20and%20Contract)
36 [%20Administration\Chapter%2005%20-%20Purchase%20and%20Contract](http://reports.oah.state.nc.us/ncac.asp?folderName=\Title%2001%20-%20Administration\Chapter%2005%20-%20Purchase%20and%20Contract).

1 *History Note: Authority G.S. 166A-66; 166A-67;*
2 *Eff. ~~January~~ April 1, 2023.*
3

1 14B NCAC 03 .0409 is adopted as published in 37:04 NCR 324-329 with changes as follows:

2
3 **14B NCAC 03 .0409 PERSONNEL, TRAINING, AND EQUIPMENT STANDARDS FOR**
4 **CONTRACT RESPONSE TEAMS AND SPECIALTY RESCUE TEAMS**

5 (a) Requirements for all system personnel:

- 6 (1) personnel shall be no less than 18 years of age;
- 7 (2) personnel shall be an ~~agent~~ employee of a Sponsoring Agency, Participating Agency, sponsoring
8 ~~agency, participating agency,~~ or an employee of the North Carolina Division of Emergency
9 Management. By participating in this program, ~~they~~ system personnel remain employees of their
10 Sponsoring or Participating Agency ~~agents of their employer~~ and at no time become ~~an agent of the~~
11 ~~State~~ a State employee entitled to State benefits unless they are an employee of NCEM; ~~the State~~;
- 12 (3) personnel shall maintain no less than 24 hours of search and rescue training annually;
- 13 (4) while participating in any program activity personnel shall be considered emergency management
14 ~~workers~~ workers, as defined in G.S. 166A-19.60. ~~while participating in any program activity as~~
15 ~~defined in G.S. 166A-19.60 which is adopted and incorporated by reference with subsequent~~
16 ~~changes or amendments pursuant to G.S. 150B-21.6; and~~
- 17 (5) personnel shall possess the qualifications of character and general fitness requisite for a public
18 servant and be of good moral character and entitled to the high regard and confidence of the public
19 as evidenced by:
- 20 (A) not having been convicted by a local, state, federal, or military court of a felony;
- 21 (B) not having been convicted by a local, state, federal, or military court of a Class B
22 Misdemeanor ~~misdemeanor~~ as defined in ~~12 NCAC 09B .0111(1)~~ 12 NCAC 09A
23 .0103(24)(b) which is adopted and incorporated by reference with subsequent changes or
24 amendments pursuant to G.S. ~~150B-21.6~~, 150B-21.6 ~~for~~ in the previous five years or the
25 completion of any corrections supervision imposed by the courts, whichever is later;
- 26 (C) not having been convicted of an offense by a local, state, federal, or military court that
27 would prohibit the possession of a firearm or ammunition, under 18 U.S.C. 922, which is
28 hereby incorporated by reference with subsequent amendments and editions pursuant to
29 G.S. 150B-21.6 can be found at no cost [https://www.govinfo.gov/content/pkg/USCODE-](https://www.govinfo.gov/content/pkg/USCODE-2018-title18/pdf/USCODE-2018-title18-partI-chap44.pdf)
30 [2018-title18/pdf/USCODE-2018-title18-partI-chap44.pdf](https://www.govinfo.gov/content/pkg/USCODE-2018-title18/pdf/USCODE-2018-title18-partI-chap44.pdf);
- 31 (D) being truthful in providing information to the appointing agency; ~~agency for the purpose~~
32 ~~of participating in the search and rescue system;~~
- 33 (E) not having pending or outstanding felony charges in a local, state, federal, or military court
34 that, if ~~convicted~~ convicted, would exclude eligibility under this Rule. ~~rule; and~~
- 35 (F) ~~not having engaged in any conduct that brings into question the truthfulness or credibility~~
36 ~~of the individual, or involves "moral turpitude."~~
- 37 (6) make the following notifications:

- 1 (A) within seven days of the qualifying ~~event~~ event, notify the Sponsoring Agency in writing
2 of all criminal or traffic offenses for which the individual is charged or ~~arrested~~; arrested;
3 This shall include traffic offenses identified in the Class B Misdemeanor Manual which is
4 adopted and incorporated by reference with subsequent changes or amendments pursuant
5 to G.S. 150B 21.6 and offenses of driving under the influence (DUI) or driving while
6 impaired (DWI);
- 7 (B) within seven days of the qualifying ~~event~~ event, notify the Sponsoring Agency in writing
8 of all criminal offenses for which the individual pleads no contest, pleads guilty, or of
9 which the individual is ~~found guilty~~; convicted; This shall include traffic offenses identified
10 in the Class B Misdemeanor Manual which is adopted and incorporated by reference with
11 subsequent changes or amendments pursuant to G.S. 150B 21.6 and offenses of driving
12 under the influence (DUI) or driving while impaired (DWI);
- 13 (C) within seven days of service, shall notify the Sponsoring Agency that ~~they have~~ he or she
14 has been served by a judicial official; ~~official against the individual~~;
- 15 (D) within seven days of the date the case was disposed of in court, the ~~sponsoring agency~~;
16 Sponsoring Agency, provided they have knowledge of ~~the person's system personnel's~~
17 arrests or criminal charges and final dispositions, shall also notify NCEM ~~the Division of~~
18 Emergency Management of arrests or criminal charges and final disposition of the criminal
19 charges against system personnel; ~~disposition~~; and
- 20 (E) within seven days of the issuance of all Domestic Violence Protective Orders pursuant to
21 G.S. 50B (G.S. 50B) and Civil No Contact Orders pursuant to G.S. 50C, (G.S. 50C), the
22 sponsoring agency, provided they have knowledge of the order, shall also notify NCEM
23 ~~the Division of Emergency Management~~ of these orders.

24 (b) Requirements for all system equipment:

- 25 (1) equipment shall be made available for inspections and ~~inventory~~; inventory by NCEM personnel;
- 26 ~~(2) system resources shall count any state owned issued equipment to the specified equipment~~
27 ~~requirements~~;
- 28 ~~(3)~~ (2) system resources shall maintain any ~~state owned~~ State-owned equipment per ~~manufactures~~
29 manufacturer's recommendations and immediately notify NCEM of any damage to ~~state property~~;
30 State-owned and issued equipment; and
- 31 ~~(4)~~ (3) upon ~~separation~~ separation, all system resources shall return all state property in no more than 30
32 ~~days~~ days to NCEM.

33 (c) Urban Search and Rescue Team Personnel and Training ~~Requirements~~ Requirements:

- 34 (1) A Type I or Type II Urban Search and Rescue Team shall maintain a roster of 116 personnel who
35 have successfully completed the ~~NC-USAR~~ North Carolina Urban Search and Rescue Structural
36 Collapse Rescue Technician Course or the Federal Emergency Management Agency ~~Equivalent~~
37 Structural Collapse Specialist Course.

1 (2) A Type III Urban Search and Rescue Team shall maintain a roster of 58 personnel who have
2 successfully completed the NC USAR Structural Collapse Rescue Technician Course or the Federal
3 Emergency Management Agency ~~Equivalent~~ Structural Collapse Specialist Course.

4 (3) North Carolina Division of Emergency Management shall be responsible for providing qualified
5 structures ~~specialist, specialists,~~ medical team managers, and canine search specialists for any ~~typed~~
6 urban search and rescue team as part of this program if required for a response.

7 (d) Urban Search and Rescue Team Equipment ~~Requirements~~ Requirements:

8 (1) Urban Search and Rescue Teams shall maintain a functionally equivalent cache of equipment based
9 on the appropriate team type with the Emergency Management Accreditation Program Urban Search
10 and Rescue Cache List which is adopted and incorporated by reference with subsequent changes or
11 amendments pursuant to G.S. 150B-21.6 as outlined in the latest published standard by the
12 Emergency Management Accreditation ~~Program.~~ Program located at no cost at
13 <https://emap.org/index.php/root/assessor-resources/87-emap-cache-list>.

14 (2) Equipment shall be maintained in a manner ready to be used ~~state of readiness~~ and with a means to
15 transport all required equipment.

16 (e) Swiftwater Rescue Team Personnel and Training ~~Requirements~~ Requirements:

17 (1) Any Type I Swiftwater Rescue Team shall maintain a minimum roster of 32 personnel who have
18 successfully completed Swiftwater Rescue Technician level training that meets ~~or exceeds training~~
19 requirements of Chapters 5, 11, and 12 of ~~NFPA~~ National Fire Protection Associations (NFPA)
20 1006 which is adopted and incorporated by reference with subsequent changes or amendments
21 pursuant to ~~G.S. 150B-21.6.~~ G.S. 150B-21.6 and can be found at [https://www.nfpa.org/codes-and-](https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1006)
22 [standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1006](https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1006) at a cost of
23 \$91.00. From the complete roster, the team shall ~~additionally~~ maintain the following number of
24 personnel trained in position specific advanced roles:

25 (A) eight personnel who have completed the North Carolina Swiftwater Flood Rescue Boat
26 Operator Course;

27 (B) two personnel who have completed either the North Carolina Swiftwater / Flood Rescue
28 Team Leader Course or North Carolina Urban Search and Rescue Task Force Leader
29 Course; and

30 (C) two personnel who have completed either the North Carolina Swiftwater / Flood Rescue
31 Team Communications Specialist Course or North Carolina Urban Search and Rescue
32 Communications Specialist Course.

33 (2) Any Type II Swiftwater Rescue Team shall maintain a minimum roster of 24 personnel who have
34 successfully completed Swiftwater Rescue Technician level training that meets ~~or exceeds~~ training
35 requirements of Chapters 5, 11, and 12 of ~~NFPA 1006.~~ 1006 ~~which is adopted and incorporated by~~
36 ~~reference with subsequent changes or amendments pursuant to G.S. 150B-21.6.~~ From the complete

1 roster, the team shall ~~additionally~~ maintain the following number of personnel trained in position
2 specific advanced roles:

- 3 (A) four personnel who have completed the North Carolina Swiftwater Flood Rescue Boat
4 Operator Course;
- 5 (B) two personnel who have completed either the North Carolina Swiftwater Flood Rescue
6 Team Leader Course or North Carolina Urban Search and Rescue Task Force Leader
7 Course; and
- 8 (C) two personnel who have completed either the North Carolina Swiftwater Flood Rescue
9 Team Communications Specialist Course or North Carolina Urban Search and Rescue
10 Communications Specialist Course.

11 (3) Any Type III Swiftwater Rescue Team shall maintain a minimum roster of 16 personnel who have
12 successfully completed Swiftwater Rescue Technician level training that meets ~~or exceeds~~ training
13 requirements from Chapters 5, 11, and 12 of NFPA 1006, ~~1006 which is adopted and incorporated~~
14 ~~by reference with subsequent changes or amendments pursuant to G.S. 150B-21.6.~~ From the
15 complete roster, the team shall ~~additionally~~ maintain the following number of personnel trained in
16 position specific advanced roles:

- 17 (A) two personnel who have completed the North Carolina Swiftwater Flood Rescue Boat
18 Operator Course;
- 19 (B) two personnel who have completed either the North Carolina Swiftwater Flood Rescue
20 Team Leader Course or North Carolina Urban Search and Rescue Task Force Leader
21 Course; and
- 22 (C) two personnel who have completed either the North Carolina Swiftwater Flood Rescue
23 Team Communications Specialist Course or North Carolina Urban Search and Rescue
24 Communications Specialist Course.

25 (f) Swiftwater Rescue Team Equipment ~~Requirements~~ Requirements:

- 26 (1) Any Type I Swiftwater Rescue Team shall maintain an equipment cache of no less than:
 - 27 (A) six 800 MHz portable radios programed with the NC VIPER Radio System template;
 - 28 (B) 16 portable radios capable for internal team communications;
 - 29 (C) one portable computer with ~~a minimum of~~ cellular or satellite-based internet access;
 - 30 (D) 16 each of dry suits with a ~~suitable~~ liner, personal floatation devices with not less than
31 22lbs of floatation, helmet with headlamp, rescue knife, pealess whistle, boat motor key,
32 water rescue throw bag, and pair of water rescue boots;
 - 33 (E) two each thermal imaging cameras and handheld ~~spotlight~~; spotlights;
 - 34 (F) two ~~hardcopy of NC State of North Carolina road map~~; atlases;
 - 35 (G) six global positioning system receivers;
 - 36 (H) two forcible entry kits to include a Halligan, axe, ~~sledgehammer~~ sledgehammer, and bolt
37 cutters per kit;

- 1 (I) two chain saws;
- 2 (J) four inflatable ridged boats not less than 4 meters in length with not less than six total
- 3 outboard motors;
- 4 (K) one rope rescue kit to include 20 locking carabiners, four full body ~~harness~~, harnesses, two
- 5 knot passing pulleys, 12 tandem prusiks, eight pulleys, two 200 foot life safety rope in a
- 6 bag, two 300 foot life safety rope in a bag, line thrower, and six sections of each 5 foot, 12
- 7 foot, 15 foot, 20 foot nylon tubular webbing;
- 8 (L) two decontamination kits to ~~include~~, include one 2.5 gallon pressure sprayer, one five
- 9 gallon bucket, one 40 gallon work box, one 110 volt submersible pump, two 25 foot
- 10 sections of garden hose, garden hose wye adaptor, a 110 volt submersible pump, ~~soap and~~
- 11 ~~bleach~~ cleaning solution per dry suit manufacturer recommendations, solution, and one 1.5
- 12 inch to .75 inch male garden hose adapter;
- 13 (M) six non-venting fuel cells with fuel lines;
- 14 (N) two self-bailing ~~raft~~, rafts;
- 15 (O) four boat field repair kits to include a patch and five clamshells ~~clamshell kit~~ per kit;
- 16 (P) 12 paddles;
- 17 (Q) ~~Shelter~~ shelter system for 16 personnel that can be ~~setup~~ assembled in under 30 minutes
- 18 time and does not require power for ~~setup assembly~~; ~~with 16 each of a sleeping kit such as~~
- 19 ~~a cots, pad, or sleeping bag; and~~
- 20 (R) 16 each of a sleeping kit such as a cots, cot, pad, or sleeping bag;
- 21 ~~(R)~~ (S) Two two each of two kilowatt or larger generators with portable lights; and
- 22 ~~(S)~~ (T) Two two electric air pumps, four manual inflation pumps, and eight compressed air
- 23 cylinders with ~~whip or fill system~~ systems to inflate boats or rafts.
- 24 (2) Any Type II Swiftwater Rescue Team shall maintain an equipment cache of no less than:
- 25 (A) four 800 MHz portable radios programed with the NC VIPER Radio System template;
- 26 (B) ten portable radios capable for internal team communications;
- 27 (C) one portable computer with ~~a minimum of~~ cellular or satellite-based internet access;
- 28 (D) ten each of dry suits with a suitable liner, personal floatation devices with not less than
- 29 22lbs of floatation, helmet with headlamp, rescue knife, pealess whistle, boat motor key,
- 30 water rescue throw bag, and pair of water rescue boots;
- 31 (E) two each thermal imaging cameras and handheld ~~spotlight~~, spotlights;
- 32 (F) two ~~hardcopy of~~ NC State of North Carolina road map; atlases;
- 33 (G) four global positioning system receivers;
- 34 (H) one forcible entry kits to include a Halligan, axe, ~~sledgehammer~~ sledgehammer, and bolt
- 35 cutters per kit;
- 36 (I) two chain saws;

- 1 (J) two inflatable ridged boats not less than 4 meters in length with not less than three total
2 outboard motors;
- 3 (K) one rope rescue kit to include 20 locking carabiners, four full body harness, two knot
4 passing pulleys, 12 tandem prusiks, eight pulleys, two 200 foot life safety rope in a bag,
5 two 300 foot life safety rope in a bag, line thrower, and six sections of each 5 foot, 12 foot,
6 15 foot, 20 foot nylon tubular webbing;
- 7 (L) one decontamination kits to ~~include,~~ include one 2.5 gallon pressure sprayer, one five
8 gallon bucket, one 40 gallon work box, one 110 volt submersible pump, two 25 foot
9 sections of garden hose, garden hose wye adaptor, a 110 volt submersible pump, ~~soap and~~
10 ~~bleach~~ cleaning solution per dry suit manufacturer recommendations, solution, and one 1.5
11 inch to .75 inch male garden hose adapter;
- 12 (M) four non-venting fuel cells with fuel lines;
- 13 (N) one self-bailing raft;
- 14 (O) two boat field repair kits to include a patch and five clamshells ~~clamshell kit~~ per kit;
- 15 (P) six paddles;
- 16 (Q) ~~Shelter~~ shelter system for ten personnel that can be ~~setup~~ assembled in under 30 minutes
17 time and does not require power for ~~setup assembly;~~ with 16 each of a sleeping kit such as
18 ~~a cots, pad, or sleeping bag; and~~
- 19 (R) ten each of a sleeping kit such as a cots, cot, pad, or sleeping bag;
- 20 ~~(R) (S) Two~~ two each of two kilowatt or larger generators with portable lights; and
- 21 ~~(S) (T) Two~~ two electric air pumps, four manual inflation pumps, and eight compressed air
22 cylinders with ~~whip or fill system~~ systems to inflate boats or rafts.
- 23 (3) Any Type III Swiftwater Rescue Team shall maintain an equipment cache of no less than:
- 24 (A) six 800 MHz portable radios programed with the NC VIPER Radio System template;
- 25 (B) six portable radios capable for internal team communications;
- 26 (C) one portable computer with ~~a minimum of~~ cellular or satellite-based internet access;
- 27 (D) six each of dry suits with a ~~suitable~~ liner, personal floatation devices with not less than
28 22lbs of floatation, helmet with headlamp, rescue knife, pealess whistle, boat motor key,
29 water rescue throw bag, and pair of water rescue boots;
- 30 (E) one ~~hardcopy of NC~~ State of North Carolina road map; atlas;
- 31 (F) two global positioning system receivers;
- 32 (G) one forcible entry ~~kits~~ kit to include a Halligan, axe, ~~sledgehammer~~ sledgehammer, and
33 bolt cutters per kit;
- 34 (H) one chain saw;
- 35 (I) one inflatable ridged boats not less than 4 meters in length with not less than two total
36 outboard motors;

- 1 (J) one rope rescue kit to include 20 locking carabiners, two full body harness, two knot
 2 passing pulleys, 12 tandem prusiks, four pulleys, 200 foot life safety rope in a bag, 300
 3 foot life safety rope in a bag, line thrower, and three sections of each 5 foot, 12 foot, 15
 4 foot, 20 foot nylon tubular webbing;
- 5 (K) one decontamination kits to ~~include,~~ include one 2.5 gallon pressure sprayer, one five
 6 gallon bucket, one 40 gallon work box, one 110 volt submersible pump, two 25 foot
 7 sections of garden hose, garden hose wye adaptor, a 110 volt submersible pump, ~~soap and~~
 8 ~~bleach~~ cleaning solution per dry suit manufacturer recommendations, solution, and one 1.5
 9 inch to .75 inch male garden hose adapter;
- 10 (L) two non-venting fuel cells with fuel lines;
- 11 (M) one self-bailing raft;
- 12 (N) one boat field repair kits to include a patch and five clamshells clamshell kit per kit;
- 13 (O) three paddles;
- 14 (P) ~~Shelter~~ shelter system for 16 personnel that can be ~~setup~~ assembled in under 30 minutes
 15 time and does not require power for ~~setup assembly;~~ with 16 each of a sleeping kit such as
 16 a cots, pad, or sleeping bag; and
- 17 (R) 16 each of a sleeping kit such as a cots, cot, pad, or sleeping bag;
- 18 ~~(R)~~ (S) one each of two kilowatt or larger generators with portable lights; and
- 19 ~~(S)~~ (T) one electric air pumps, one manual inflation pumps, and two compressed air cylinders with
 20 ~~whip or fill system~~ system to inflate boats or rafts.

21 (g) Helicopter search and rescue technicians shall:

- 22 (1) be a member of the Urban Search and Rescue, Swiftwater Rescue, Wilderness Search and Rescue,
 23 or Mountain Rescue ~~Program~~ Programs with a letter of support from their sponsoring agency;
- 24 (2) complete the North Carolina Division of Emergency Management Helicopter Rescue Indoctrination
 25 Course; and
- 26 (3) attend scheduled training on no less than a quarterly basis to maintain their qualification as a
 27 helicopter rescue technician.

28 (h) Helicopter Rescue Team Equipment Requirements

- 29 (1) Helicopter search and rescue technicians shall maintain all issued equipment ~~in good working order~~
 30 ~~and~~ in accordance with the manufacturer recommendations.
- 31 (2) Helicopter search and rescue technicians shall inspect their issued equipment prior to and after each
 32 use and report any damage per manufacturer recommendations ~~or unusual wear~~ to the Aviation Life
 33 Safety Equipment Officer.

34 (i) Wilderness Search and Rescue Team Requirements

- 35 (1) A wilderness search and rescue team shall maintain a roster of no less than eight personnel that have
 36 completed the NC Land Search Field Team Member Course or other wilderness search course that
 37 meets the current requirements of ~~ASTM~~ the American Society for Testing and Materials F2209

- 1 (1) A mountain rescue team shall maintain a roster of no less than eight personnel that have completed
2 the NC Mountain Rescue Operations ~~Course~~ Course. ~~Of those eight personnel, with no less than~~
3 two personnel shall ~~that~~ have also completed the NC Mountain Rescue Technician ~~Level~~-Course.
- 4 (2) A mountain rescue team shall maintain a team equipment cache of no less than eight of following:
5 (A) field pack able to carry required equipment;
6 (B) multi-purpose knife;
7 (C) water ~~container(s)~~ containers sufficient to hold two quarts of potable water;
8 (D) grid reader for 1:24000 scale;
9 (E) ~~fire starting kit; equipment needed to start a fire such as waterproof matches or fire starting~~
10 steel;
11 (F) compass;
12 (G) two light sources with spare batteries;
13 (H) set of rain ~~gear; gear to include a jacket with a hood and a pair of pants~~;
14 (I) watch;
15 (J) paper and pen or pencil; and
16 (K) FEMA ICS 214 form;
- 17 (3) A mountain rescue team shall maintain a rescue equipment cache of no less than the following:
18 (A) two global positioning system receivers;
19 (B) ten screw gate carabiners;
20 (C) four belay type friction devices;
21 (D) eight pre-sewn runners;
22 (E) eight sets of matching prussik pairs;
23 (F) four 30 foot ~~cord~~ cords suitable for anchor and litter rigging;
24 (G) eight mountaineering harnesses;
25 (H) two rappel type friction devices;
26 (I) two each of single and double micro pulleys;
27 (J) two 150 foot ropes with a rating equal to or greater than 20 kilonewtons;
28 (K) two 250 foot ropes with a rating equal to or greater than 20 kilonewtons;
29 (L) eight pairs of snow shoes;
30 (M) eight pairs of trekking poles;
31 (N) four ice screws;
32 (O) eight pairs of slip-on boot traction devices;
33 (P) four pairs of crampons;
34 (Q) a patient litter such as a military type stokes basket or sked system; and
35 (R) two 800 MHz portable radios programed with the NC VIPER Radio System template.

36
37 *History Note: Authority G.S. 166A-66; 166A-67; 166A-68;*

1
2

Eff. ~~January~~ April 1, 2023.

1 14B NCAC 03 .0410 is adopted as published in 37:04 NCR 329 with changes as follows:

2
3 **14B NCAC 03 .0410 PROCEDURES FOR AUDITING CONTRACT RESPONSE TEAMS AND**
4 **SPECIALTY RESCUE TEAMS**

5 (a) ~~Contract and specialty rescue teams~~ Teams shall be audited by the NC Division of Emergency Management
6 NCEM no less than every three years to ensure compliance with program requirements. ~~Contract teams~~ Teams shall
7 ~~make the following available~~ provide the following for ~~review~~: review by NCEM personnel within five days upon
8 request:

- 9 (1) administrative records such as internal team plans and procedures, training records, personnel
10 records, equipment maintenance records, and any fiscal records pertaining to the ~~contract~~ Contract
11 Response or ~~specialty rescue team~~ Specialty Rescue Team;
- 12 (2) equipment cache to include ensuring all required equipment is present, operational, and in a
13 deployment ready condition; and
- 14 (3) access to functional exercises that demonstrate the ability of the resource to muster, deploy, and
15 function. ~~function in their specific functional area.~~

16 (b) ~~An audit report shall be completed and filed to report any findings and recommendations of the audit team within~~
17 ~~30 days of audit with a copy being sent emailed to the sponsoring agency.~~ Sponsoring Agency. Within 30 days of the
18 audit, NCEM personnel shall complete, file, and email to the Sponsoring Agency an audit report documenting the
19 audit team's findings.

- 20 (1) ~~The contract or specialty response team shall reply to any audit findings with a corrective action~~
21 ~~plan within 30 days of receipt of audit report to the NC Division of Emergency Management. NCEM~~
22 ~~via email.~~
- 23 (2) ~~The contract or specialty response team shall address the issues of any audit findings prior to the~~
24 ~~next audit. Any audit of a contract or specialty rescue team that finds the resource did not address a~~
25 ~~finding from the most recent audit report shall be referred to the NC Search and Rescue Disciplinary~~
26 ~~Committee.~~
- 27 (3) ~~Any finding of malicious or willful misconduct, misrepresentation, or fraud shall be automatically~~
28 ~~referred to the NC Search and Rescue Disciplinary Committee.~~

29 (c) ~~The NC Search and Rescue Disciplinary Committee shall be appointed by the Director of the NC Division of~~
30 ~~Emergency Management. The NC Search and Rescue Disciplinary Committee shall be a workgroup of the NC Search~~
31 ~~and Rescue Technical Advisory Committee.~~

- 32 (1) ~~The committee shall consist of:~~
- 33 (A) ~~one representative of the NCEM Emergency Services Branch who shall serve as the chair;~~
- 34 (B) ~~one representative from each of the NCEM Regional Branch Offices; and~~
- 35 (C) ~~one representative from each program's technical advisory group.~~

1 ~~(2) The committee shall conduct hearings to review reports of misconduct as well as any reported breach~~
2 ~~of program requirements. Hearings conducted by the committee shall be informal and no party shall~~
3 ~~be represented by legal counsel. The disciplinary committee shall determine:~~

4 ~~(A) facts surrounding the incident in question;~~

5 ~~(B) whether the facts of the incident violates the rules of the NC Search and Rescue Program;~~
6 ~~and~~

7 ~~(C) the recommended sanction to be imposed up to and including dismissal of any individual~~
8 ~~or team on a temporary or permanent basis from the program.~~

9 ~~(3) The committee shall prepare a final report of their findings for review and concurrence by the NCEM~~
10 ~~Operations Chief and the NCEM Director. The final decision on disciplinary action shall remain~~
11 ~~with the NCEM Director.~~

12
13 *History Note:* *Authority G.S. 166A-66; 166A-67;*

14 *Eff. ~~January~~ April 1, 2023.*

15