

NORTH CAROLINA  
CUMBERLAND COUNTY

AGREEMENT FOR INTERLOCAL COOPERATION  
IN RESPONSE TO HAZARDOUS  
MATERIAL EMERGENCIES

THIS AGREEMENT FOR INTERLOCAL COOPERATION, by and between the County of Cumberland (hereinafter the County) and the City of Fayetteville (hereinafter the City), both being bodies politic and corporate of the State of North Carolina,

W I T N E S S E T H

WHEREAS, the County and the City, pursuant to the provisions of Article 20 of Chapter 160A of the General Statutes of North Carolina, may enter into agreements to execute any undertaking involving the joint exercise by both parties or the contractual exercise by one party for the other of any power, function, public enterprise, right, privilege or immunity of local government;

WHEREAS, there is an existing need and legal requirement to provide a team of competent personnel with adequate equipment to respond to emergencies involving chemical, hazardous, radioactive and other toxic or highly dangerous materials in areas under the jurisdiction of the County and City; and

WHEREAS, considering the nature and size of the aforesaid need and requirement, it is neither cost effective nor within available resources for each unit of government to respond unilaterally to such emergencies solely within its own jurisdiction, but is cost effective and within available resources to make such responses within both jurisdictions using pooled resources;

NOW, THEREFORE, the County and the City, pursuant to the authority hereinabove stated and in consideration of the mutual benefits derived therefrom, promise and agree as follows:

1. Organization: The City shall establish and maintain a separate and distinct unit within the City of Fayetteville Fire Department with the duty and responsibility to respond to emergencies in the jurisdictional areas of the County and the City involving chemical, hazardous, radioactive, and other toxic or highly dangerous materials. The unit shall be under the administrative supervision and control of the City Fire Chief. During responses to emergencies within the City area of

jurisdiction the unit shall be under the operational control of the City Fire Chief or his designee on the scene. During responses to emergencies with the County area of jurisdiction the unit shall be under the operational control of the Fire Chief of the Rural Fire Department in whose area of responsibility the emergency occurs or his designee on the scene.

2. Personnel: The unit shall be manned by qualified employees of the City Fire Department and by qualified County rural fire department volunteers and other qualified volunteers in the Cumberland Emergency Response Team (CERT), who are assigned to the City unit and accepted by the City of Fayetteville Fire Chief. During their assignment to the City unit, the CERT volunteers shall work parttime on call of the City Fire Chief and until recall be under the direction and control of the unit leader, who shall be appointed by the City Fire Chief. The parent organization of the volunteers shall provide their volunteers with normal fire fighting gear comparable to that provided by the City Fire Department to its employees. The scales of compensation of the volunteers for such work shall be determined by the County, commensurate with their level of training, experience and responsibility and essentially equivalent to the compensation of City Fire Department employees in the unit with similar training, experience and responsibility. The numbers of City Fire Department employees and County volunteers assigned to the City unit shall be determined by the City Fire Chief, subject to the budgetary and fiscal procedures and approvals set forth below.

3. Equipment: The kinds and amounts of specialized protective clothing and gear (excluding normal fire fighting gear), unit vehicles and equipment, and operational supplies procured for and used by the unit to execute its duties and responsibilities hereunder shall be determined by the City Fire Chief, subject to the budgetary and fiscal procedures and approvals set forth below. Upon procurement such specialized clothing and gear, unit vehicles and equipment, and operational supplies shall be City property and titled, if appropriate, in the name of the City. Subsequent storage, maintenance, accountability and disposal of such property shall be in accordance with the administrative procedures of the City. In the event of the disposal by the City of surplus unit property by sale, one-half of the proceeds of such sale shall be distributed to the County. In the event of the termination of this agreement, existing property procured for the unit shall be divided equally between the County and the City or, if such division in kind is impractical or disputed, such property

shall be sold and the proceeds divided equally between the County and the City.

4. Budgetary and Fiscal Procedures:

a. Payment of Unit Personnel: City employees in the unit shall be paid in accordance with pertinent administrative and fiscal procedures of the City. County volunteers shall be paid as contractors by the County in accordance with pertinent administrative and fiscal procedures of the County, as provided in contracts with or for the benefit of such volunteers, with and to the limit of funds duly appropriated and obligated in the annual County budget. Such payments to County volunteers will be made upon certification by the City Fire Chief of the hours of work or fraction thereof performed by the volunteers in the unit.

b. Purchases or leases of unit property: Purchases or leases of property for the unit, as defined above, shall be made by the City in accordance with pertinent City administrative and fiscal procedures, subject to limitations on funding set forth in the City and County annual budgets for such expenditures. The County shall reimburse the City for one-half the cost of such purchases or leases as provided in the annual County budget for such expenditures. The timing of such purchases or leases and the County reimbursement to the City shall be as agreed upon annually by the parties in the course of the budgetary process.

c. Other operating costs: Costs other than personnel compensation and the purchases and leases of unit property, directly attributable to the execution of the unit's duties and responsibilities hereunder, such as costs of operating and maintaining unit vehicles and equipment and costs of specialized training of unit personnel, shall be paid by the City in accordance with its administrative and fiscal procedures, subject to the limitations in the City and County annual budgets. The County shall reimburse the City for one-half the amount of such other operating costs as provided in the annual County budget for such expenditures. Such reimbursement shall be made upon an accounting provided by the City on a quarterly basis.

d. Budgetary procedure: Annually, as provided by North Carolina local government law and City administrative and fiscal procedures, the City Fire Chief shall prepare a budget request and, if applicable, any proposed capital project covering more than a single year's expenditure for the

hazardous material response unit. The budget request and any proposed capital project shall isolate those expenditures to be funded in whole or in part by the County, to include numbers and compensation levels of County volunteers, and shall be submitted to both the County and City Managers. The managers shall conduct a joint review of the request and jointly approve the request or any revision thereof before submitting the same to their respective governing bodies. The parties expressly agree that any final action by either governing body which deviates from the budget request or proposed capital project ordinance or which deviates from the managers' joint submission shall be taken only with the concurrence of the other body. It is further expressly understood and agreed that the final budget appropriations and any capital project ordinances enacted by the governing bodies of the parties control over any conflicting provisions of this agreement and constitute an amendment hereof for the period concerned. The same procedure shall apply to any budget revision request or capital project proposal prepared by the City Fire Chief after the beginning of any current fiscal year this agreement is in effect.

5. Termination and Amendment: This agreement may be terminated or amended by mutual consent of the parties at any time. It may be terminated by either party, effective at the end of any current fiscal year, upon at least thirty (30) days written notice to the other party prior to the commencement of the new fiscal year. Failure of the parties to agree upon the budget or any capital project ordinance for the hazardous material response unit prior to the commencement of a new fiscal year shall cause termination of this agreement without notice.

6. Effective date: This agreement shall become effective the 6<sup>th</sup> day of March, 1989.

ATTEST:

Rasha Soble  
County Clerk

COUNTY OF CUMBERLAND

By: Robert C. Lewis, Jr.  
ROBERT C. LEWIS, JR.  
Chairman, Board of County Commissioners

ATTEST:

Bobbie A. Joyner  
City Clerk

CITY OF FAYETTEVILLE

By: J. L. Dawkins  
J. L. DAWKINS  
Mayor

APPROVED FOR LEGAL SUFFICIENCY

BY: Richard [Signature]  
County Attorney's Office

OFFICE OF  
THE COUNTY ATTORNEY  
County of Cumberland  
P. O. Drawer 1829  
Fayetteville, N.C. 28302-9990

THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CON-  
TROL ACT.

John F. Nalepa  
JOHN F. NALEPA, County Finance Officer