

INTERLOCAL COOPERATION AGREEMENT EMERGENCY MANAGEMENT SYSTEMS

This is an Interlocal Cooperation Agreement (hereinafter "Agreement") between the City of Durham, North Carolina, (hereinafter the "City") a municipal corporation, and the County of Durham, (hereinafter the "County") a political subdivision of the State of North Carolina. This Agreement is made pursuant to Chapter 160A, Article 20 of the North Carolina General Statutes. The date of the Agreement is as of July 1, 1998.

The City and County agree as follows:

Section I. Purpose

The purpose of the agreement is to establish a service agreement which addresses county-wide administration of Emergency Management, including all of the City of Durham.

Section II. Administration

1. The County's Emergency Management Division of the Durham County Fire Marshall's Department (hereinafter "EM department") is designated as the administrative body for directing emergency management operations for the City and County. This department will be under the County Manager's authority and be governed by County policies in the same manner as all other County government departments.

The three City employee positions in existence immediately before the date of this Agreement in the City's Emergency Services department currently assigned to the EM department shall be transferred to the County, creating two new County employee positions in the EM department.

2. Each year, on the schedule specified by the City Manager and the County Manager for other departments of their respective entities, the EM department shall prepare and submit to the City Manager and the County Manager a proposed annual budget based on a work plan for county-wide EM activities. The budget shall be based on the priority items identified by the City Manager and County Manager.
3. The EM Director shall provide a quarterly status report to the City Manager and County Manager.

Section III. Work Plan

1. The EM department shall provide management, planning, regulatory, administrative, and support services as are required or provided for under the approved annual

budget. Each year, the EM department shall develop a Work Plan, which shall describe detailed objectives which address priority items for the City and the County and the level of services the EM department will provide each year. The Work Plan shall be subject to approval by the City Manager and the County Manager as part of the budget process after consultation with one another and the EM Director. If the City Manager or the County Manager fails to approve the Work Plan by the ensuing July 1, the City or the County may exercise its right to terminate this Agreement.

2. The EM department's responsibility in managing the county-wide EM operation includes: acting as an emergency management agency pursuant to the North Carolina Emergency Management Act, as amended from time to time; and prevention of, preparation for, response to and recovery from natural or man-made disasters or hostile military or paramilitary action and to:

- (a) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;

- (b) Prepare for prompt and efficient rescue, care and treatment of threatened or affected persons;

- (c) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and

- (d) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response and recovery among agencies and officials of this State and with similar agencies and officials of other states, with local and federal governments, with interstate organizations and with other private and quasi-official organizations.

3. The EM department shall administer all EM operations in Durham County, including those areas within the City limits.
4. The EM department shall develop a proposed Ordinance for EM operations including procedures to be followed by all City and County departments.

Section IV. Method of Funding

1. The City Manager and County Manager shall meet annually to consider and decide upon the EM department's annual budget and shall submit their recommendations to the City Council of the City of Durham (hereinafter "Council") and the Board of County Commissioners of Durham County (hereinafter "Board") respectively. The Council and Board shall then each consider the submitted annual budget and take such action as each shall deem appropriate. If the Council and Board do not both agree to the annual budget as submitted by the Managers, the Managers shall meet again to try to create another budget proposal, and the Board and Council shall again attempt to come to agreement. The failure of the Council and Board to agree upon

the annual budget after a second attempt at agreeing on a budget shall be grounds for terminating this Agreement pursuant to Section V.

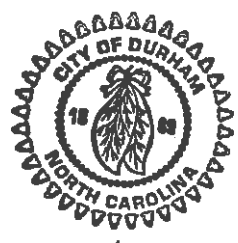
2. The direct costs of the county-wide EM operation shall be apportioned equally between the City and County. "Direct costs" shall include the rental costs or other costs of the physical space needed to house the EM operation.
3. The City shall pay the County on a monthly basis, in advance, an amount equal to one-twelfth (1/12) of the approved annual budget. The payments shall be made by wire transfer no later than 12:00 noon on the first business day of each month that is not a legal holiday.
4. At the end of each fiscal year, the Finance Director of the City and the Finance Director of the County shall meet to conduct a review and reconciliation of amounts paid and payable under this Agreement. The goal of this reconciliation is to ensure that the City and County has each contributed in accordance with its obligations under this Agreement, and that each has paid its costs. Such adjustments or payments as may be necessary to effectuate the reconciliation agreed upon by the Finance Director of the City and the Finance Director of the County shall be promptly made. The reconciliation, adjustments, and payments shall be completed prior to October 15 of each fiscal year.
5. Either the City Manager or the County Manager may fund services over and above those approved in the annual budget. When such additional services are requested by either the City or the County, and are performed for the benefit of the requesting organization, then the requesting organization shall pay the full costs associated with such services.
6. If expenses neither included in the annual budget nor addressed by the preceding paragraph arise, the Managers will meet and determine how to address payment of those expenses. If the City and County can not agree on how to meet those expenses, either party may exercise its right to terminate this Agreement.

Section V. General Terms of Agreement

1. The term of this Agreement shall begin on July 1, 1998, and shall continue until terminated. This Agreement will be reviewed once every two (2) years and may be amended by execution of a written amendment by the City and County.
2. This Agreement may only be terminated as of the end of any fiscal year. Notice to terminate must be given in writing by the terminating party on or before the March 31 prior to the proposed June 30 termination date. However if the Agreement is terminated for failure to approve a Work Plan or failure to agree on a budget as provided in Sections III(1) or IV(1) above, written notice of the termination may be given after March 31, and the termination shall be effective on June 30 of that same year.

3. The Agreement shall be recorded both in the Office of the Clerk of the City and the Office of the Clerk of the County.
4. The City Manager shall designate persons to carry out the City's obligations under this contract. The County Manager shall designate persons to carry out the County's obligations under this contract.
5. All fines, penalties, claims, judgments, or settlements of any kind, entered against or incurred or paid by the County or any employee of the EM department, shall be the sole responsibility of the County.
6. This contract is intended for the benefit of the City and the County and not any other person. No third party rights are created by this contract, and this contract shall be enforceable solely be the parties hereto.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.



CITY OF DURHAM
 BY [Signature]
 City Manager

ATTEST: [Signature]
 Deputy City Clerk

COUNTY OF DURHAM
 BY [Signature]
 Chairman of the Board of County Commissioners

ATTEST: [Signature]
 Clerk to the Board of County Commissioners

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
[Signature] FINANCE OFFICER 12/20/95 DATE