

INTERGOVERNMENTAL AGREEMENT BETWEEN
YORK COUNTY, SOUTH CAROLINA AND
THE CITY OF ROCK HILL, SOUTH CAROLINA
FOR ESTABLISHMENT OF HAZARDOUS MATERIALS
RESPONSE TEAM, TRUCK AND EQUIPMENT

This agreement made and entered into this 7th September, 2004, by and between York County, South Carolina, a political subdivision of the State of South Carolina, hereinafter referred to as "County" and City of Rock Hill, a municipality incorporated under the laws of the State of South Carolina, hereinafter referred to as "City".

WITNESSETH:

1. Recitals

1.1 York County is a body politic and political subdivision of the state of South Carolina, having such powers as are conferred upon it under the provisions of Article VIII of South Carolina Constitution of 1895, as amended, the Home Rule Act, S.C. Code Ann. s 4-9-10, et seq., and general law.

1.2 City of Rock Hill is a municipal corporation duly organized and existing under the laws of the State of South Carolina, having such powers as are conferred upon it under the provisions of Title 5, S.C. Code Ann., as amended, and the general law.

1.3 County and City are authorized to perform any of their respective functions and to furnish any of their services through intergovernmental agreements approved by the governing bodies of County and City.

1.4 A hazardous materials response team development committee, composed of representatives of the York County Fire Chiefs' Association, the Rock Hill Fire Department, the York County Fire Marshal's office, the York County Director of Emergency Management, and representatives of York County Fire Departments has developed a recommendation for a joint venture of county and city hazardous material

emergency response programs and efforts. County and City agree that a county-wide fully trained and properly equipped hazardous materials (HAZMAT) response team is essential and that it is in the best interest of County and City and their citizens that County and City share resources; jointly create a hazardous materials response team; provide by agreement for the membership and training of such team; provide by agreement for the vehicles and equipment necessary or appropriate for the performance of the functions of such team; provide for the acquisition, maintenance, replacement and repair of vehicles and equipment, and provide for other matters related thereto on the terms and conditions and subject to the limitations contained in this agreement.

1.5 The York County Council, as the governing body of York County, and the Rock Hill City Council, as the governing body of the City of Rock Hill, have adopted ordinances or resolutions authorizing and approving the execution and delivery of this agreement in order to provide for the creation, training and structure of a hazardous materials response team and the acquisition, maintenance, replacement and repair of vehicles and equipment necessary or appropriate in order for the hazardous materials response team to operate and perform its duties, functions and responsibilities.

Section 2. Purpose and Intent.

The purpose and intent of this agreement is to authorize and provide an opportunity to enhance the Mutual Aid agreement between the City and the County in the realm of Hazardous Materials Emergency Response and Mitigation. The City/ County joint HAZMAT venture will not supersede any part of the Mutual Aid agreement. This would allow for City and County to share resources as provided in this agreement for the creation, maintenance, training, operation and function of a HAZMAT response team and to provide for the acquisition, maintenance, replacement, repairs and location of necessary and appropriate vehicles and equipment for the hazardous materials response team.

Section 3. Creation of county-wide hazardous materials response team.

There is hereby created a county wide hazardous materials response team to be composed of members of the Rock Hill Fire Department, York County Volunteer Fire Departments, York County Fire Marshal's office, and York County Office of Emergency Management. The hazardous materials response team established pursuant to this agreement will receive training as provided in this agreement. All city and volunteer county fire departments will be encouraged to submit candidates for membership in the hazardous materials response team. The criteria for membership in the hazardous materials response team will be determined by the leadership of the team. The hazardous materials response team will employ a call-out system to be developed by the City and County to provide City and County with the most efficient manpower. The staffing structure for such team shall be designed to reduce the impact of overtime compensation to paid fire fighters who are members of the team to the maximum extent practicable for the efficient performance of the duties and responsibilities of the team.

Section 4. Training.

The Rock Hill Fire Department, York County Fire Marshal's office and the Office of Emergency Management shall ensure that adequate training programs are available to train members of the hazardous materials response team and to establish programs and policies to maintain and update the training of the members of the hazardous materials response team in order to provide current training. Training standards shall meet or exceed OSHA standards, and shall be in compliance with OSHA standards. The assigned job responsibilities of members of the hazardous materials response team shall be determined by the level of training and competency of such members (as an example, decontamination personnel must be trained to the operations level with decontamination training).

Section 5. Vehicles

York County will provide a hazardous materials response truck, to be constructed by York County Fire Marshal's Office, which shall have a cab and chassis

consisting of a Chevrolet C-7500 cab and chassis, or equal, with a gross vehicle weight of approximately 26,500 pounds. The body of such truck will be suitable to house the basic response equipment and to transport the initial response team members. The body of the truck shall be twenty feet in length, and shall have roll-up doors, and compartments shall be equipped with slide out trays designed and constructed to slide out eighty percent of the length of the shelf. The hazardous materials response truck shall be equipped with radios capable of communicating with different emergency agencies, and the hazardous materials response truck shall be equipped with warning devices, including red lights and sirens. The hazardous materials response truck shall be equipped with a light tower, self-contained breathing apparatus and an eight thousand watt portable generator. The hazardous materials response truck will be owned, maintained and insured by County.

Section 6. Equipment.

The hazardous materials response vehicle will be equipped with a base response equipment inventory. Additional and supplemental equipment will be maintained and available for deployment to any location on short notice. Equipment currently in service by the Rock Hill Fire Department will be shared and relocated to the response vehicle, if it meets the equipment inventory criteria. The City of Rock Hill and York County Government will maintain a line item in their prospective annual budgets request to replace expendable, obsolete, or worn out equipment and supplies, subject to the appropriation of funds for such purposes as approved by the governing bodies of the City and the County. Additional equipment items may be requested in annual budget requests by the Rock Hill Fire Department and York County Fire Marshal's Office. The hazardous materials response truck will be equipped with all equipment necessary to safely handle hazardous materials incidents, including Level "A" and "B" suits, gas monitoring devices, portable lights, absorbents, diking materials, chlorine kits, equipment to control leaks, over pack drums (containers to isolate hazardous materials for disposal),

lap top computers with programs to assist with hazardous materials incidents, and other equipment necessary or appropriate to the functions of the hazardous materials response team. The City shall provide for funds to replace equipment and/or materials used in the City's jurisdiction. The County shall provide for funds to replace equipment and/or materials used inside the County's jurisdiction.

Section 7. Inventory of equipment for response vehicle.

The standard inventory of equipment and supplies to be housed on the hazardous materials response truck will be determined by a working group consisting of representatives of the Rock Hill Fire Department, the York County Fire Marshal's Office, York County Volunteer Fire Departments, and the York County Office of Emergency Management and the Local Emergency Planning Committee (LEPC).

Section 8. Over Sight Committee.

When the Local Emergency Planning Commission has been formulated and members to the committee have been appointed, the Local Emergency Planning Committee will preview and make recommendations on equipment, training, and response standards for the county-wide hazardous materials response team. An over sight committee of one or more representatives of York County Fire Marshal's Office, one or more representatives of the Rock Hill Fire Department, one or more representatives of York County Volunteer Fire Chiefs, and the York County Emergency Management Director shall make final decisions on equipment, training and response standards for the county-wide hazardous materials response team, subject to the appropriation of funds for such purposes by the governing bodies of City and County.

Section 9. Response by team, housing of vehicle.

The hazardous materials response truck shall be housed by the Rock Hill Fire Department. The Rock Hill Fire Department shall have two (2) hazmat technician team members available at all times to respond with the response vehicle. If an emergency or other circumstances dictate that the Rock Hill Fire Department is unable to have

responders available for short periods of time, the York County Office of Emergency Management and/or the York County Fire Marshal's Office shall be notified, and the hazardous materials response truck shall be relocated in such event to a location at which a hazardous materials response team member is available to respond with a response vehicle. When relocation of the response vehicle is necessary, the York County Fire Marshal shall determine where the vehicle will be relocated. In responding to calls within the County's jurisdiction, Rock Hill Fire Department members may deliver the response vehicle to the scene, and return to normal duties in the City of Rock Hill if the circumstances of the incident to which response is required, including the presence of other properly trained hazardous materials response team members, are such that the public safety will not be affected adversely. Similarly for hazardous materials incidents within the municipal limits of the City of Rock Hill volunteers from the county fire departments and representatives of the County Fire Marshal's Office and the Office of Emergency Management will be called or requested to respond only as needed to support a hazardous materials incident.

Section 10. On scene command structure.

The hazardous materials response team will be called by the incident commander of the fire department having jurisdiction over the incident. The team will work within a unified command system. The fire department having jurisdiction over the incident shall take defensive measures prior to requesting the hazardous materials response team and, to the maximum extent practicable, such defensive measure shall be taken before arrival of the hazardous materials response team.

Section 11. Vehicle maintenance.

The Rock Hill Fire Department will provide general maintenance for the hazardous materials response vehicle and supplies, to include fuel for the vehicle. Routine maintenance, such as oil changes, will be performed by the York County Fire Marshal's Office on the same schedule as other vehicles in the county fire system are

maintained. Major maintenance and repairs will be made to the hazardous materials response vehicle in accordance with the current policy for major repairs and maintenance of vehicles in the York County fire system.

Section 12. Initial funding.

Funding for the construction of an initial hazardous materials response vehicle and start-up funding for the establishment and initial training of the county-wide hazardous materials response team shall be provided by the County. City will pay all salaries, overtime and benefits for employees of City of Rock Hill who are members of the county-wide hazardous materials response team. Expendable supply materials shall be provided through the Rock Hill Fire Department and the York County Fire Marshal's Office, to the extent such funding is approved and sufficient funds are appropriated for such purpose as approved by the governing bodies of the City and the County. The Rock Hill Fire Department and the York County Fire Marshal's Office will request funding for future equipment purchases and additional supplies in the annual budgets submitted by the Rock Hill Fire Department and the York County Fire Marshal's Office to the governing body of the City and the County, provided, however, that such funding shall be subject to the appropriation of funds by the governing bodies of the City and the County.

Section 13. Term, extensions and renewals, termination.

13.1 This Agreement shall remain in force and effect from the date of its execution by City and County for a period of three (3) years (the "initial term") unless canceled by the mutual agreement of the City and the County expressed in writing. If not terminated during the initial term of this agreement by mutual agreement of the City and the County, this Agreement shall be renewed annually for successive one-year terms.

13.2 This Agreement may be terminated after the initial term (i) at any time by the City or County; (ii) during any extension or renewal after the initial term by either City or County upon one hundred eighty (180) day's notice to the other party.

Section 14. Entire agreement/amendments.

This agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties, other than those set forth herein. Except as herein otherwise provided, no subsequent amendment, change or addition to this agreement shall be binding upon the parties unless it is reduced to a written agreement and executed by the parties with the same formalities observed in the execution of this agreement.

Section 15. Cooperation.

City and County agree to cooperate with each other in all matters addressed in this agreement.

Section 16. Non-waiver.

No waiver of a breach of any covenants, promises or provisions contained in this agreement shall be construed to constitute a waiver of any preceding or succeeding breach of any such provision or of any other provision hereof.

Section 17. Severability.

If any section, subsection, sentence, clause, phrase or portion of this agreement is, for any reason, held invalid, unconstitutional or unenforceable by the final order of a court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion thereof shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this agreement.

Section 18. Assignment.

Except as otherwise provided by applicable law, this agreement may not be assigned by either party without the written consent of the other party.

Section 19. Notices.

All notices pertaining to this agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) four (4) days has elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Alfred W. Greene (or successor)
County Manager
Post Office Box 66
York, South Carolina 29745

Notices to City:

Carey Smith (or successor)
City Manager
Post Office Box 11706
Rock Hill, SC 29731

Section 20. No third-party beneficiaries.

No rights in any third party are created by this agreement, and no person not a party to this agreement may rely on any aspect of this agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity.

Section 21. Multiple counterparts.

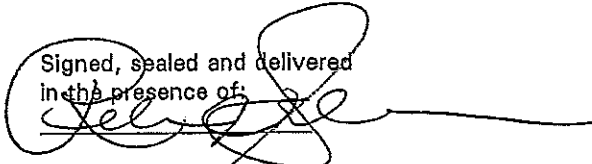
This agreement is executed in multiple counterparts, each of which shall be deemed an original, but all of which collectively shall constitute but one and the same agreement.

Section 22. Effective date.

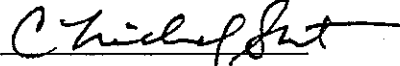
This agreement shall become effective immediately upon execution by the duly authorized officials of County and City after approval by their respective governing bodies.

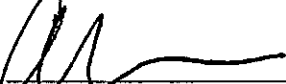
IN WITNESS WHEREOF, the undersigned parties, by their duly executed officials, have caused this agreement to be executed under seal and delivered as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

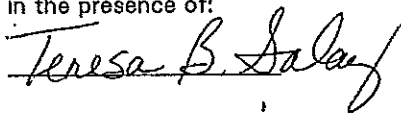
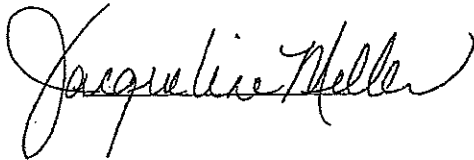

Diane P. Simpson

YORK COUNTY, SOUTH CAROLINA

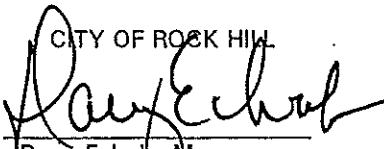
BY: 
C. Michael Short, Chairman
York County Council

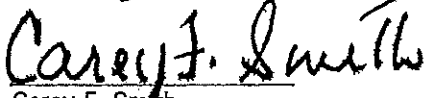
Attest: 
Alfred W. Greene
County Manager

Signed, sealed and delivered
in the presence of:


Teresa B. Salaf

Jacqueline Keller

CITY OF ROCK HILL

BY: 
Doug Echols, Mayor
City of Rock Hill

Attest: 
Carey F. Smith
City Manager