

MEMORANDUM OF AGREEMENT

AMONG

**The Town of Chapel Hill,
the City of Durham and the City of Raleigh**
For
Regional Response Urban Search and Rescue Team

WITNESSETH:

WHEREAS, the Town of Chapel Hill, the City of Durham and the City of Raleigh (collectively called "the Parties") desire to continue working collaboratively as North Carolina Task Force 8 Regional Urban Search and Rescue Team (hereafter "NCTF 8") to locate, rescue and care for victims of natural or man-made disasters; and

WHEREAS, the Parties wish to amend the original general framework under which to operate the regional team to bring the Memorandum of Agreement current with the team's mission and operational capabilities; and

WHEREAS, the Parties believe that an agreement will continue to promote coordination and cooperation between State and local agencies in the event of disaster; and

WHEREAS, the City of Raleigh has previously entered into an Agreement with the State of North Carolina through which Raleigh is able to purchase essential equipment necessary for an Urban Search and Rescue Team and undergo training of certain of its employees in USAR techniques; and

WHEREAS, the City of Raleigh wishes to make this equipment available to municipalities that are members of a regional USAR team and to aid in the training of employees of a regional team in USAR techniques; and

WHEREAS, each of the Parties has already executed the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement prepared by the North Carolina Department of Crime Control and Public Safety and its Division of Emergency Management.

NOW, THEREFORE, the Parties agree as follows:

- 1. Operation of NCTF 8.** The Parties shall continue to operate a Regional Urban Search and Rescue Team to locate, rescue, and care for victims of natural or man-made disasters. The Parties agree that NCTF 8 shall provide support and services necessary for the operation of a NIMS Type 1 Urban Search and Rescue Team with rescue capabilities in swiftwater and flooding emergencies. The Parties further agree that NCTF 8 shall maintain a perpetual state of readiness and shall respond to requests for assistance from any party to this agreement and requests for assistance pursuant to the Statewide Mutual Aid Agreement or to missions assigned by the State Emergency Response Team Leader during an emergency or disaster.

2. **Lead Agency Designated.** The Parties designate the City of Raleigh as the lead agency to coordinate the activities of NCTF 8. In this capacity, Raleigh shall, with input from the Fire Chiefs of each of the Parties, plan, organize, structure and offer training for NCTF 8. Raleigh shall also deal directly with the State of North Carolina's Division of Emergency Management in responding to calls for assistance. Raleigh shall also provide for the storage and maintenance of equipment at a location central to the region.
3. **Cooperation Among Parties.** The Parties' Fire Chiefs shall meet periodically and shall implement such operational and administrative procedures as they deem necessary to carry this Agreement into effect. There shall be at least two meetings each year when the Parties' Fire Chiefs meet with the Parties' Team Leaders to discuss the current status of the team and future directions to include operational capabilities, funding, operational cost/concerns and other issues deemed important.
4. **Manner of Appointing Necessary Personnel Staffing of NCTF 8.** Each of the Parties shall commit personnel to staff NCTF 8, in proportion to the agreed upon percentages set forth in Paragraph 7 of this Agreement. Each Party can determine the number of trained and equipped personnel they elect to support. The Parties shall ensure that each person committed to the team shall have, as a minimum, Type 1 urban search and rescue training or shall successfully complete in-house training. Each Party shall equip its personnel with all necessary personal protective equipment.
5. **Requests for Team Deployment.** Requests for team deployment will be in accordance with the North Carolina Urban Search and Rescue Team Type I Grant Agreement or directly by any one of the participating agencies.

If during a particular emergency or disaster, in the opinion of a Party's City or Town Manager or Fire Chief, the municipality cannot fulfill its staffing responsibility under this Agreement without jeopardizing the safety of its residents, then the municipality shall not be required to provide personnel for the NCTF 8.

6. **Grants.** The Parties shall seek out and support grant opportunities and grant applications for NCTF 8 for purposes including but not limited to equipment, apparatus and training.

The Parties agree to abide by and fulfill the terms of the North Carolina Urban Search and Rescue Team Type I Grant Agreement entered into by the City of Raleigh and the State of North Carolina, N.C. Department of Public Safety, Division of Emergency Management.

7. **Financial Commitment to NCTF 8.**

- A. **Operational Funding Commitment.** Each fiscal year, the Parties shall commit a total of \$176,378.05 toward operations and maintenance expenses anticipated or incurred for NCTF 8. The Parties shall divide this amount proportionally as agreed upon below. The Parties shall contribute as follows:

Municipality	Percentage	Financial Commitment
Town of Chapel Hill	9.42	\$ 16,613.35
City of Durham	34.6	\$ 61,027.35
City of Raleigh	55.98	\$ 98,737.35

The Parties shall pay their portion of the financial commitment each year upon receipt of an invoice generated by the City of Raleigh. Payments shall be made to the City of Raleigh who shall administer the fund. Under agreement by the Parties' Fire Chiefs, each Party will retain 18% of their financial commitment to use for training, minor equipment repairs and other operational needs as determined by NCTF 8 Team Leaders. Any funds that are not dedicated shall be returned to the NCTF 8 budget, as administered by the City of Raleigh, prior to the closing of that fiscal year. An invoice will be issued by the City of Raleigh to each of the Parties for the amount to be returned to the NCTF 8 budget. The amount to be returned will be determined by each individual Party. An invoice will be generated no later than May 1 of each year.

- B. Training Expenses. The Parties understand and agree that they will also share the actual cost of materials and equipment used in training classes and training exercises. These costs shall be shared on a per student basis according to the number of students or team members from each Party who are being trained.
- C. Future Financial commitments to NCTF 8. Prior to December 1 of each year, the Parties' Fire chiefs shall meet and shall agree unanimously on the total financial commitment that shall be dedicated to operations and maintenance for the NC Task Force 8 USAR Team. If the Fire Chiefs are unable to agree, then the commitment shall equal the prior year's commitment.
8. **Duration of the Agreement.** The Agreement shall become effective upon execution by all the Parties and shall continue in effect until June 30, 2023, and may be extended by amendment.
9. **Amendments to Agreement.** Any Party may request modification of the provisions of this Agreement. The Agreement may be modified only by a written amendment, duly executed by each of the Parties.
10. **Termination of Agreement.** Any Party may withdraw from this Agreement by providing a 90-day advance written notice to each of the Parties. This Agreement shall continue in effect as to the remaining Parties.
11. **Ownership of Property.** Any real and personal property or equipment purchased in connection with the Agreement shall remain the property of NCTF 8.
- A. In the event this Agreement is terminated and NCTF 8 ceases to exist, or expires without renewal by all of the Parties, the Parties agree to the following distribution of property:

- a. Property or equipment purchased with grant money shall be returned to the grant recipient.
- b. Property or equipment purchased with Memorandum of Agreement (MOA) money shall be distributed using the same percentage that each Party contributed in the current fiscal year.

B. In the event one or more Parties leave the team as outlined in section 10 of this Agreement and the remaining Parties agree to continue as NCTF 8, the Parties agree that all property and equipment shall be returned to the team:

12. Nondiscrimination Agreement. It is specifically agreed, as part of the consideration of the signing of this Agreement, that the Parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Agreement, no matter how remote. The Parties hereto further agree in all respects to conform with the provisions and intent of the City of Raleigh, North Carolina Ordinance No. 1969-889 as amended (attached). This provision being incorporated for the benefit of the City of Raleigh and its residents may be enforced as set out in said ordinances; enforcement of this provision shall be by action for specific performance, injunctive relief or other remedy as by law provided. This provision shall be binding on the successors and assigns of the Parties hereto with reference to the subject matter of this contract.

City of Raleigh

John T. Smith
(Signature)
City of Raleigh Fire Department
Fire Chief

Date: 1-8-14

Ruffin L. Hall
(Signature)
City of Raleigh
City Manager

ATTEST: _____
Raleigh City Clerk

City of Durham

(Signature)
City of Durham Fire Department
Fire Chief

Date: _____

(Signature)
City of Durham
City Manager

ATTEST: _____
Durham City Clerk

Town of Chapel Hill

Paul Jones
(Signature)
Town of Chapel Hill Fire Department
Fire Chief

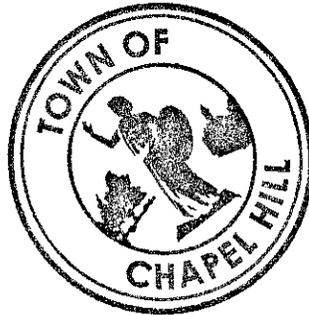
Date: 2/11/14

Florence Miller Squitieri
(Signature)
Town of Chapel Hill
Town Manager

ATTEST: *Army T. Hawley* Acting
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature] 2/28/14
Finance Officer



ORDINANCE NO. (1969) 889 As Amended

AN ORDINANCE AUTHORIZING AND DIRECTING THAT ALL RESOURCES OF THE CITY OF RALEIGH BE UTILIZED TO ERADICATE AND PREVENT RACIAL DISCRIMINATION.

WHEREAS, the Congress of the United States of America has, in the past, adopted various statutes forbidding discrimination based on age, handicap, sex, race, color, creed, sexual orientation or national origin which said Congressional acts deal with public accommodations, employment, education, housing and other areas; and

WHEREAS, the City Council of the City of Raleigh is opposed to discrimination, in any area of human life, based on age, handicap, sex, race, color, creed, sexual orientation or national origin; and

WHEREAS, the City Council of the City of Raleigh desires to make known to its citizenry, the total and complete opposition of the Council to the discrimination above mentioned and to further make known the policy of City government with respect thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RALEIGH:

Section 1. That the policy of the City of Raleigh is and shall be to oppose any discrimination on account of age, handicap, sex, race, color, creed, sexual orientation or national origin in any aspect of modern life.

Section 2. That the administration, committees, commissions, and boards of the City of Raleigh are hereby directed to use their full power and resources, as by law duly given, to prohibit and discourage discrimination as hereinabove mentioned.

Section 3. That the City Manager and the City Attorney are hereby directed to include within the terms of all contracts of and grants from the City a non-discrimination provision which will carry out the effect of this ordinance; provided that nothing in this section shall be construed to encroach upon the powers or immunities of the State or Federal Governments. (Amended by Ordinance (1971) 63, adopted 3/4/71.)

Section 4. That the City Manager is hereby directed to establish such policies as will insure that there is no discrimination in any function or area of City government.

Section 5. That all citizens of the City of Raleigh, individual and corporate, are hereby requested and urged to use their power and influence to the end that this City shall be one of equal opportunity for all citizens.

Section 6. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining

portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Section 7. That this ordinance shall become effective twenty (20) days after publication as by law provided.

Adopted: November 17, 1969
Effective: December 11, 1969

Amended by Ordinance (1971) 63 adopted March 4, 1971.

Amended by Ordinance (1973) 425 adopted May 21, 1973 – adds word “sex”.

Amended by Ordinance (1985) 594 adopted June 18, 1985 – adds words “age” and “handicap”.

Amended by Ordinance (1988) 106 adopted January 5, 1988 – adds words “sexual orientation”.