

FILED

INTERLOCAL COOPERATION AGREEMENT FOR FURNISHING HAZARDOUS MATERIALS INCIDENT RESPONSE SERVICES IN BENTON AND WASHINGTON COUNTIES

199 FEB 24 AM 8 55
CLERK

WHEREAS, Ark. Code Ann. 14-14-410 and 15-120-101, et seq., permit counties and cities to cooperate with each other in providing public services; and,

WHEREAS, Public Law 99-499, the Superfund Amendments and Reauthorization Act of 1986 (SARA) and OSHA (Occupational Safety and Health Administration) Interim Final Rule 29 CFR Part 1910.120 place requirements on local governments concerning "emergency response" procedures to "hazardous substance" releases or incidents including, but not limited to, procedures, equipment, training requirements, and protective clothing; and,

WHEREAS, these requirements would place an extraordinary financial and manpower burden on any of the individual political jurisdictions in our two-county area; and,

WHEREAS, it would be beneficial for those jurisdictions to jointly fund and operate a Hazardous Materials Response team (HRMT) in order to most efficiently, effectively, and economically deal with such Hazardous Materials Incidents;

NOW, THEREFORE, this agreement is entered into by Benton and Washington Counties and the Cities within those Counties (as indicated on Attachment "A") and signed by the Chief Executive Officers to provide for the formation of a HRMT and the necessary resources with which to operate the HRMT as provided in this agreement.

ARTICLE I.

ORGANIZATION

A Hazardous Materials Response Team (HRMT) shall be formed by members of the emergency services agencies in Benton-Washington Counties. The personnel selection, equipment, capital and other resource needs, as well as the policies and procedures to be followed by the HRMT will be determined by the NWA Fire Chiefs Association (NWAFCFA). These policies and procedures will include training and equipment criteria and an "incident command" system to be used in Hazardous Materials responses (as required by the above mentioned laws). The NWAFCFA shall serve as the liaison with the political jurisdictions.

ARTICLE II.

PURPOSE

The purpose of this agreement is to allow the cities and counties in Benton and Washington Counties to provide an economical and efficient response to hazardous materials incidents. Federal laws and regulations have placed very

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stringent requirements as "responders" to such incidents, making such responses very expensive and technically infeasible for any single political jurisdiction. It is our intent that the creation of an area-wide HMRT which could utilize shared personnel and resources would allow us a reasonable response capability within the requirements of the Federal rules.

ARTICLE III.

MANNER OF FINANCING

It is anticipated that there will be both an initial "start-up" cost and a recurring maintenance expense involved with an HMRT operation. The initial costs will include at least a vehicle, equipment, protective clothing, and training costs. This initial expense can be estimated at \$230,000. The recurring costs should not exceed \$150,000 annually for an estimated period of three (3) years. A budget for both the initial and annual costs will be submitted by the NWAFCAs annually on or near September 1. This budget shall be reviewed and considered by the County Intergovernmental Cooperation Councils (ICCs) (Act 510 of 1987). The ICCs will recommend a cost-sharing formula for the cities and counties. Each city and county will then present an appropriation ordinance to their legislative council. All appropriations to the HMRT shall be deposited with the Washington County Treasurer, who shall keep a separate fund for HMRT expenses. The NWAFCAs shall establish procedures for accessing those funds for both routine and emergency expenditures in accordance with current laws.

ARTICLE IV.

DURATION

The effective date of this agreement shall be 2-24-89 perpetual from that date unless terminated as provided in Article V.

ARTICLE V.

TERMINATION

Any participating agency may withdraw their participation in this government by six (6) months' written notice by the governing body. The HMRT may be terminated by a majority vote of both ICCs.

ARTICLE VI.

DISPOSITION OF PROPERTY

All property acquired by the HMRT shall remain in its possession until the HMRT is terminated. Upon termination of the HMRT, any acquired property will be properly liquidated as allowed by public law and assets returned to the political jurisdictions in a pro rate fashion as determined by the ICC.

This agreement has been approved by Resolution of the City Councils or Quorum Courts of the jurisdictions listed below and is entered into by these Chief Executive Officers:

BENTON COUNTY:

ROGERS:

BENTONVILLE:

SILOAM SPRINGS:

LOWELL:

CAVE SPRINGS:

GRAVETTE:

SULPHUR SPRINGS:

DECATUR:

GENTRY:

HIGHFILL:

CENTERTON:

BETHEL HEIGHTS:

WASHINGTON COUNTY:

Charles D. Phillips
County Judge

FAYETTEVILLE:

SPRINGDALE:

GREENLAND:

PRAIRIE GROVE:

LINCOLN:

WEST FORK:

WINSLOW:

FARMINGTON:

ELKINS:

ELM SPRINGS:

TONTITOWN:

PEA RIDGE:

AVOCA:

GARFIELD:

GATEWAY:

LITTLE FLOCK:

JOHNSON:

GOSHEN:

HAZMA 1

FILED

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MARILYN EDWARDS
CO. & PROBATE CLERK
WASHINGTON CO. ARK.

RESOLUTION NO. 88- 4

BE IT RESOLVED BY THE QUORUM COURT
OF THE COUNTY OF WASHINGTON, STATE
OF ARKANSAS, A RESOLUTION TO BE
ENTITLED:

A RESOLUTION ADOPTING THE INTERLOCAL
COOPERATION AGREEMENT FOR FURNISHING
HAZARDOUS MATERIALS INCIDENT RESPONSE
SERVICES IN BENTON AND WASHINGTON
COUNTIES.

WHEREAS, Ark. Code Ann. 14-14-910 and
25-20-101, et seq., permits counties and cities to cooperate
with each other in providing public services; and,

WHEREAS, Public Law 99-499, the Superfund
Amendments and Reauthorization Act of 1986 (SARA) and OSHA
(Occupational Safety and Health Administration) Interim
Final Rule 29 CFR Part 1910.120 place requirements on local
governments concerning "emergency response" procedures to
"hazardous substance" releases or incidents including, but
not limited to, procedures, equipment, training require-
ments, and protective clothing; and,

WHEREAS, these requirements would place
an extraordinary financial and manpower burden on Washing-
ton County, Arkansas, and any of the individual political
jurisdictions in our two-county area; and,

WHEREAS, it would be beneficial for Washing-
ton County, Arkansas, and those other jurisdictions to
jointly fund and operate a Hazardous Materials Response
Team (HMRT) in order to most efficiently, effectively, and
economically deal with such Hazardous Materials Incidents;

NOW, THEREFORE, BE IT RESOLVED BY THE QUORUM
COURT OF WASHINGTON COUNTY, ARKANSAS:

That an agreement (as indicated in Exhibit
A) be entered into by Washington County, Arkansas, and by
other jurisdictions in Benton and Washington Counties (as
indicated in Exhibit A). This agreement provides for the
formation of a Hazardous Materials Response Team and the
necessary resources with which to operate the HMRT as pro-
vided in the agreement (as indicated in Exhibit A).


CHARLES A. JOHNSON, County Judge

7/15/88
DATE


MARILYN EDWARDS, County Clerk

Sponsor: Bennett Burdson
Date of Passage: 7-14-88
Votes For: 12 Votes Against: 0

INTERLOCAL COOPERATION AGREEMENT
FOR FURNISHING HAZARDOUS MATERIALS INCIDENT
RESPONSE SERVICES IN BENTON AND WASHINGTON COUNTIES

WHEREAS, Ark. Code Ann. 14-14-910 and 25-20-101, et seq., permit counties and cities to cooperate with each other in providing public services; and,

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