

Village Policy: VB-13

Date Approved: September 22, 2003 (Resolution #2003-51)

POLICY TITLE: Intergovernmental Agreement for Hazardous Materials Response Team

AUTHORIZATION: Village Board Resolution #2003-51

POLICY STATEMENT:

WHEREAS, the Village of Howard recognizes the need for and wanting to remain part of the Brown County Hazardous Materials Response Team,

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Howard, Brown County, Wisconsin, authorize the Village President and the Village Administrator/Clerk to sign the official "Agreement for the Provision of Hazardous Materials Response Team Services" once the Village's Attorney has reviewed the agreement and deemed it satisfactory for signatures.

PASSED AND ADOPTED by the Village Board of the Village of Howard this 22nd day of September, 2003.

AGREEMENT FOR THE PROVISION OF HAZARDOUS MATERIALS RESPONSE TEAM SERVICES

I. INTRODUCTION

This contract, as a revision of the original agreement dated September 4th, 1990 and signed by Brown County and the cities of DePere and Green Bay, the Villages of Allouez, Ashwaubenon, Bellevue, Denmark, Hobart, Howard, Pulaski, Suamico and Wrightstown, the Towns of Lawrence, Ledgeview and Morrison and the Townships of Greenleaf, Hollandtown, New Franken and Wayside, is made and entered into this _____ day of _____, 2005, by and between the municipalities on the attached list located in Brown County, and Brown County as by resolution enacted pursuant to Section 66.0301, Wis. Stats., by their respective governing bodies who choose to participate in this agreement to form a Hazardous Materials Response Team, hereinafter referred to as the HAZMAT TEAM; to provide certain services relating to the containment of hazardous substances in the event of an accidental spill, release, or discharge within the geographic boundaries of Brown County and in the State of Wisconsin as a party to the Agreement for the Provision of Services for Northeast Wisconsin .

The parties agree that the all actions of the HAZMAT TEAM are governed by the Hazmat Board of Directors and the by laws properly established by such body. All disputes here under are governed by said by laws which are hereby incorporated into this agreement by reference.

II. TERM OF AGREEMENT

This agreement shall become effective upon execution and continue for the calendar year 2007 and shall be automatically renewed on an annual basis, unless within 90 days of the anniversary date of the initial term, (October 1st of each calendar year) or any annual term

thereafter, the governing body of the participating municipality notifies the Emergency Management Director of Brown County that it is terminating participation.

III. BROWN COUNTY RESPONSIBILITIES

Brown County, through the Brown County Public Safety Communications Department, Emergency Management Section, will provide administrative support to both the HAZMAT TEAM and participating municipalities as provided hereinafter. In addition, Brown County agrees to reimburse the participating municipalities for the actual costs incurred by the participating municipalities as provided in this agreement. Brown County shall also reimburse the participating municipalities for the actual cost of the services of its loaned employees who respond as part of the HAZMAT TEAM. Brown County will furnish the necessary equipment and supplies to the members of the HAZMAT TEAM who respond to an accidental spill, release, or discharge of hazardous materials.

IV. TRAINING OF RESPONSE TEAM MEMBERS

Brown County agrees to pay for the educational training and services provided by an authorized Wisconsin technical college and any other accredited institution for the cost of initial 40 hours of basic training received by members of the HAZMAT TEAM but will not reimburse for any wages which might be payable to individual employees who agree to take such 40 hours basic training on a voluntary basis.

No person may be eligible to participate as a member of the HAZMAT TEAM unless he/she has training consistent with the EPA Emergency Response to Hazardous Material Incidents (165.15) course, which meets or exceeds the minimum training standards for a Hazardous Materials Technician pursuant to OSHA 29 CFR 1910.120, Paragraph 9(q) / HAZWOPER and reflected in EPA Title 311. Such persons will be considered qualified to

participate in the containment of a hazardous substance that has been discharged.

All personnel who participate as a member of the HAZMAT TEAM must attend hazardous materials training classes provided or endorsed by the HAZMAT TEAM Board of Directors, as referenced in the HAZMAT TEAM standard operating guideline manual. The cost of such recertification, training and/or in-services, as approved by the HAZMAT TEAM Board of Directors, will be paid by Brown County and in addition the participating municipality/fire company will be reimbursed for any wages which might be payable to its individual employee for the time attending approved training classes and in-service training for recertification.

V. RATES OF REIMBURSEMENT

The fire department of the participating municipality or the participating municipality which employs a participating member of the HAZMAT TEAM shall submit a voucher for the time paid to its employee or employees who respond to a request for the HAZMAT TEAM to the Team Leader for review. Upon approval, the Team Leader will forward the voucher to the Emergency Management Director for approval. Reimbursement will be made upon documentation of the actual costs to the participating municipality, including any additional costs incurred for the time paid to other fire department employees called in to replace a member of the HAZMAT TEAM.

The reimbursement will be made upon documentation of the actual direct and indirect costs of the participating municipality. The participating municipality will bill Brown County, if possible, within 30 days of the discharge, or within 30 days of the date the expense is incurred, whichever is later. The billing is to be itemized showing the work done on a daily basis, the unit costs for personnel (including but not limited to regular salary, overtime, per diem, and travel costs), equipment, materials and supplies, and other actual costs of the participating municipality, including but not limited to insurance premiums increased due to HAZMAT TEAM

participation, recertification training, etc., and appropriate supporting documentation which will allow Brown County to request, and take legal action to collect, if necessary, reimbursement from the person causing the discharge of hazardous materials. Indirect personnel costs to the participating municipality for the employee of its fire department or fire company includes but is not limited to the actual costs of insurance coverage attributable to participation in the HAZMAT TEAM or the payment by self-insured, participating municipalities of claims and expenses of representation in such claims against the participating municipality. "Indirect personnel costs" do not include those costs for site clearance activities of municipal employe/c/fire fighters who are not members of the HAZMAT TEAM.

Brown County agrees to complete processing of the billing from the participating municipalities and make payments within 30 days from receipt of such billing. Any questions as to the itemized billings will be referred to the HAZMAT TEAM Board of Directors for its determination. Approval of such billings for all direct and indirect costs provided for in this agreement shall not be contingent upon approval of L.E.P.C.

For those participating municipalities/fire companies whose employees serve without wage compensation, Brown County agrees to pay an \$18.00/hour payment to the participating municipality/fire company. Said hourly rate is intended to reimburse for the services provided by the participating municipality/fire company. Other fixed costs of participation in this agreement by the participating municipality/fire company will also be reimbursed.

All payments will be directed to the participating municipality/fire company.

VI. PROCEDURE FOR HAZARDOUS MATERIALS TEAM REQUESTS

The Fire Chief/Public Safety Director or designee of the fire department/fire company of the respective municipal body shall notify the Brown County Public Safety Communications Department Dispatch Center of the need for use of the HAZMAT TEAM. The Brown County

Public Safety Communications Department Dispatch Center shall then coordinate the dispatch of the HAZMAT TEAM to the site of the discharge of the hazardous substance and notify the Brown County Emergency Management Director or designee of the request. The Fire Chief/Public Safety Director of the municipality which is the site of the hazardous materials spill, release or discharge, shall retain control and responsibility over the site of such accident. The HAZMAT TEAM Leader/Assistant Team Leader shall have control over the operations of the HAZMAT TEAM.

The Brown County Emergency Management Director or designee shall maintain the current list of qualified members of the respective fire departments/fire companies who are certified to participate as members of the HAZMAT TEAM. The HAZMAT TEAM Board of Directors will develop and implement a standard set of operating guidelines and furnish copies of said guidelines to the participating municipalities and their fire departments/fire companies.

VII. RESPONSIBILITY OF PARTICIPATING MUNICIPALITIES

The participating municipalities/fire companies agree to permit qualified members of their respective fire departments to participate as members of the HAZMAT TEAM and remain responsible for all employer responsibilities, except as otherwise specified herein, for those municipality and fire department/fire company employees who respond to a request for the HAZMAT TEAM. Inclusive of all obligations established by the HAZMAT TEAM Board of Directors regardless of geographic location of response. This agreement will become effective upon the approval of the participating municipalities.

All responsibilities to pay wages, provide insurance coverage, including Worker's Compensation, and other similar employer responsibilities remain with the respective municipality and its fire department/fire company and all employer and employee relationships shall remain in tact.

VIII. INDEMNITY

Brown County agrees that it will at all times during the existence of this Agreement indemnify the participating municipality and its employee members of the HAZMAT TEAM against any and all loss, damages, and costs or expenses which the participating municipalities and its employee members of the HAZMAT TEAM may sustain, incur, or be required to pay by reason of any person suffering personal injury, death or property loss resulting from the acts or omissions of other members of the HAZMAT TEAM, so long as said employee is participating in the services to be furnished by members of the HAZMAT TEAM under this agreement:

however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by members of the HAZMAT TEAM while not furnishing services under this agreement or which are caused by the act, failure to act or deed of the injured employee. In addition, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by unilateral act of a participating municipality or for such damage or injury which is covered by participating municipality as described in §VIII of this agreement.

Notwithstanding, Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

IX. PERIODIC REVIEW

The HAZMAT TEAM Board of Directors and representatives of participating municipalities agree to review the terms and conditions of this agreement on at least an annual basis.