

Reb 92-058

00-036  
1-1-00

INTERGOVERNMENTAL AGREEMENT  
FOR HAZARDOUS MATERIALS EMERGENCY ASSISTANCE

Agreement made as of January 1, 2000, by and between the City of Rapid City, South Dakota, and Pennington County, South Dakota.

SECTION 1  
PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms whereby the City shall provide assistance to the County in responding to hazardous materials emergencies. This agreement is executed pursuant to SDCL 1-24-8, and the South Dakota State Constitution Article IX, Section 3.

SECTION 2  
TERM

This Agreement shall be effective through calendar year 2000 and shall be automatically renewed for successive calendar years unless either party shall give sixty (60) days written notice of intent not to renew the Agreement.

SECTION 3  
REQUESTS FOR HAZARDOUS MATERIALS ASSISTANCE

As used herein, "hazardous materials emergency" is any release or threatened release of a chemical or substance which, if released from its container, would likely cause serious harm or damage to people, property, or the environment. The City upon request shall render hazardous materials assistance to the County for a hazardous materials emergency to such extent as the City shall determine under the circumstances. The following personnel are authorized to make a hazardous materials assistance request: Emergency Management Coordinator, Emergency Management Assistant Coordinator, Pennington County Fire Administrator, Law Enforcement Officers, and the on-scene

Incident Commander. Request for assistance may also come from facilities known to have hazardous substances on-site.

#### SECTION 4 CITY RESPONSIBILITIES

##### Personnel:

The City intends to maintain a Hazardous Materials Emergency Response Team consisting of not fewer than six (6) persons trained to the technician level and not fewer than six (6) persons trained to the operations level.

##### Training:

Each member shall receive the appropriate combination of training and education from the National Fire Academy and/or the American Railroad's Technical Training Center. This shall consist of not less than two (2) weeks of training at the technician level in hazardous materials, site operations, as well as additional training in hazard identification, incident analysis, information interpretation, and other subject areas as specified by National Fire Protection Association Standard 472: Professional Competence of Responders to Hazardous Materials Incidents, Chapter 4 (Competencies for the Hazardous Materials Technician). All team members shall receive training in responding to terrorist attacks involving nuclear, biological, and chemical agents. All team members shall be provided with eight (8) hours of continuing hazardous materials training per month.

##### Vehicles and Equipment:

The City intends to provide a vehicle specially equipped for hazardous materials emergency response, as well as ~~other~~ support vehicles necessary for transport of

equipment, supplies, and personnel. The City intends to maintain vehicles and related equipment in a state of readiness.

Other Services:

- Emergency Responder Training  
The City shall make available eight (8) hours of Basic Hazardous Materials Training and eight (8) hours of Decontamination Training requested through the Pennington County Fire Administrator.
- Technical Assistance and Advice as Requested

SECTION 5  
COUNTY RESPONSIBILITIES

The County shall:

- Immediately notify the City if there is a threat of release into the environment of a listed hazardous substance that exceeds the reportable quantity for that substance.
- Provide law enforcement, Incident Command, and other support assistance as needed, if available.

SECTION 6  
FINANCIAL AGREEMENTS

The City and County shall each pay a portion of the fixed costs of the Hazardous Materials Team. The County's share is \$19,030 and the City's share is \$26,530 for the budget year 2000. The County shall make substantially equal quarterly payments to the City on February 1, May 1, August 1, and November 1. Funds received from other sources shall be used to offset projected costs and will be applied equally to the County and City each November 1, and 20% of funds received from fixed costs recovery will be applied equally to the City and County and adjusted each November 1. Cost recovery rates incurred on HazMat incidents shall be as per the following schedule:

SCHEDULE:

ITEM	RATE
Vehicles	**See Attachment "A"
Labor (point of hire to point of return)	\$23.00 per hour
Mitigation supplies cost recovery	Replacement cost including supplies, equipment replacement, disposal costs, etc.
Fixed Cost Recovery	20% of variable costs (labor, vehicles, and supplies)

\*\*Note: Attachment "A" is a rate schedule for the Rapid City Department of Fire and 'Emergency Services' manpower and vehicles used to bill other agencies for services. The current year cost analysis schedule is on file at the Rapid City Department of Fire and Emergency Services.

The City will bill the individual or entity responsible for any hazardous materials incident within Pennington County. In the event that the responsible party cannot or will not pay, the County will be responsible to ensure payment for incidents in Pennington County, and the City will be responsible to ensure payment for incidents within the city limits of Rapid City. Fixed costs associated with non-pay incidents will not be charged to the City or County.

SECTION 7  
SPECIAL CONSIDERATIONS

The City reserves the right to contract with other governmental agencies. Priority response shall be in the following order: City of Rapid City, Pennington County and other agencies, subject to reasonable determination by the City based upon degree of urgency.

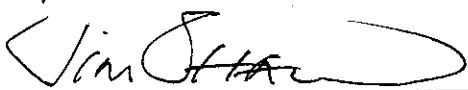
SECTION 8  
AGENCY; HOLD HARMLESS

The parties recognize and agree that, during such times as the City is providing hazardous materials assistance outside the limits of the City and within Pennington County at the request of authorized personnel as listed in Section 3 hereof, the City is acting as an agent of the County; during the rendering of such hazardous materials assistance the County shall hold the City harmless from any liability arising out of the performing or rendering of such assistance, including travel to and from the scene of such assistance, subject only to the exception of liability for gross negligence or intentional acts of City employees.

We have read and fully understand and agree to the provisions set forth in this agreement.

Dated this 4<sup>th</sup> day of APRIL, 2000.

CITY OF RAPID CITY



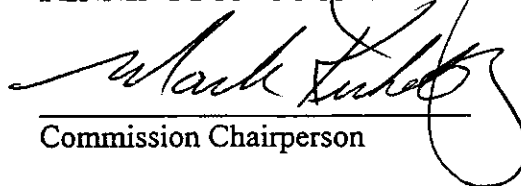
Mayor 4-17-00

ATTEST:



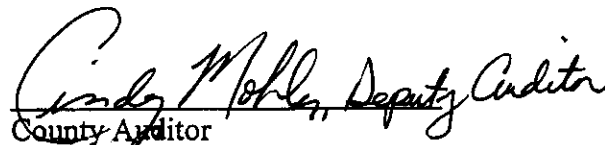
Finance Officer

PENNINGTON COUNTY



Commission Chairperson

ATTEST:



County Auditor

**ATTACHMENT A**

**RAPID CITY DEPARTMENT OF FIRE & EMERGENCY SERVICES  
COST ANALYSIS FOR FIRE PERSONNEL AND EQUIPMENT**

**EQUIPMENT COSTS:**

Using the cost of the unit, its service life, and the equipment it carries, the following costs per hour and per mile are set for the calendar year 2000.

CLASS 1:	ENGINES (E1, E2, E3, E4, E5, E7)	Rate/Mile \$1.75	\$100/Hour
	HAZ-MAT VEHICLE (HM4)	Rate/Mile \$1.75	\$175/Hour
CLASS 2:	LADDER TRUCK (L1)	Rate/Mile \$1.75	\$125/Hour
CLASS 3:			
CLASS 4:	AIRCRAFT FIRE RESCUE TRUCKS (CFR8, CFR18)	Rate/Mile \$2.30	\$230/Hour
CLASS 5:	WATER TENDERS (T1)	Rate/Mile \$.75	\$50/Hour
CLASS 6:	BRUSH TRUCKS (B1, B3, B4, B7)	Rate/Mile \$.75	\$40/Hour
Class 7:	SPECIAL SERVICE VEHICLE (U1, FR5, DR5, HAZ-MAT DECON /REHAB TRAILER)	Rate/Mile \$.50	\$25/Hour
CLASS 8:	SERVICE VEHICLE (CARS, VANS, PICKUPS)	Rate/Mile \$.30	\$15/Hour

**PERSONNEL COSTS:**

1. Personnel costs shall be based upon an average of the combined overtime salary of one officer and two Journeyman Firefighter Medics, plus benefits. This average rate for payment shall constitute full reimbursement for personnel, including direct and indirect costs, to jurisdictions relative to personnel provided. The current rate for the year 2000 is set at \$23.00 per hour. The reimbursement period shall begin with the time of initial dispatch and continue until the time of return to a Rapid City Fire Station.
2. Reimbursement shall be made directly to the Rapid City Fire Department and not to individual crewmembers.
3. Crew sizes shall be no less than three (3) per engine and two (2) per brush truck. Other specialty crews shall be at a number determined by Specialty Team Leaders or Rapid City Fire Dept. Chief Officers.
4. Mileage is charged one way.

## HAZARDOUS MATERIALS RESPONSE TEAM

### FINANCIAL AGREEMENT:

The County and City shall each pay a portion of the fixed costs of the Hazardous Materials Team for the budget year 2000 as follows:

City:           \$26,530  
County:       \$19,030

DESCRIPTION	TOTAL	CITY	%	COUNTY	%
Training	\$13,000	\$ 6,500	50%	\$ 6,500	50%
Heat	\$ 450	\$ 450	100%	\$ 0	0%
Electricity	\$ 650	\$ 650	100%	\$ 0	0%
Building Space	\$ 6,400	\$ 6,400	100%	\$ 0	0%
Equipment	\$ 5,800	\$ 2,900	50%	\$ 2,900	50%
*Equipment Maintenance	\$31,260	\$15,630	50%	\$ 15,630	50%
**Payments	(\$12,000)	(\$6,000)	50%	(\$6,000)	50%
<b>TOTAL</b>	<b>\$45,560</b>	<b>\$26,530</b>		<b>\$19,030</b>	

\*Note: Equipment Maintenance/Checks includes time spent on routine daily/weekly/monthly truck and equipment checks, cleaning/repairing/drying and repacking Haz-Mat equipment, station activities in Haz-Mat related subjects, tours, education/prevention, and answering technical questions from other Department and the public.

\*\*Note: Payments received from eight other agencies at \$1,500 each.

### VARIABLE COSTS:

Labor                               \$23/hour  
Vehicle                             \$175/hour plus \$1.75/mile