

CITY COUNCIL COMMUNICATION



MEETING DATE: February 9, 2010	ITEM NUMBER: 9C
TYPE OF ITEM: Consent	R-2010-02
PRESENTED BY: Mike Butler, Public Safety Chief, x8532 Scott Snyder, Fire Division Chief, x8831	

SUBJECT/AGENDA TITLE: Intergovernmental Agreement between the City of Longmont and the City of Lafayette providing for response by the Longmont Hazardous Materials Team to hazardous materials emergencies in the City of Lafayette

EXECUTIVE SUMMARY: This agreement establishes the conditions for the Longmont Hazardous Materials Team to provide services to the City of Lafayette and provides for members of the Lafayette Fire Department to participate as members of the Longmont Hazardous Materials Team. This agreement and the existing IGA with Boulder County allows for the expansion of the team while spreading the team costs over the region.

COUNCIL OPTIONS: Adopt as presented, adopt with revisions or decline to adopt.

RECOMMENDED OPTIONS: Adopt as presented.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION: Lafayette will compensate the City of Longmont \$0.30 per capita (approximately \$6,959) for this service in 2010. They will also pay actual costs incurred for emergency response to Lafayette.

BACKGROUND AND ISSUE ANALYSIS: Twenty plus years ago there was an attempt to create a Boulder County Hazardous Materials Team comprised of firefighters from several jurisdictions in Boulder County. Boulder County collected a few cents per capita from the municipalities in the County that did not provide manpower for the team. The team floundered for years due to a lack of funding and manpower commitment. The City of Longmont eventually formed a team of its own and secured numerous grants over the years for training and equipment. Currently the City of Boulder is the only other jurisdiction in Boulder County with a hazardous materials team.

Boulder County no longer collects funds from the municipalities for the hazardous materials response. They do however contract with the Cities of Boulder and Longmont for emergency hazardous materials response in the unincorporated portions of the County. This contract provides the City of Longmont close to \$30,000 annually. The municipalities are required by Federal law to have arrangements in place for emergency hazardous materials services and must either develop their own team or contract with another jurisdiction. Because of the low frequency of need and the high cost to form and maintain a team regionalization is a more efficient way to approach this need.



Because Longmont already has a mature, well equipped team in place, it is advantageous for the Longmont to develop partnerships with other nearby jurisdictions that can help offset the costs and provide additional staffing resources. This IGA, and the existing County contract, will allow Longmont to maintain and reinforce our response capability at minimal additional cost.

ATTACHMENTS: Two original copies of the Lafayette IGA

1 RESOLUTION R-2010- 02

2 A RESOLUTION OF THE LONGMONT CITY COUNCIL APPROVING THE
3 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE CITY OF
4 LAFAYETTE, COLORADO PROVIDING FOR LONGMONT TO RESPOND TO
5 HAZARDOUS MATERIALS EMERGENCIAS IN LAFAYETTE

6 _____
7 THE COUNCIL OF THE CITY OF LONGMONT, COLORADO, RESOLVES:

8 Section 1

9 Under § 13.7 of the Longmont Home Rule Charter, the Council approves, and authorizes
10 the Mayor to sign the intergovernmental agreement referenced in the title of this resolution, in
11 substantially the form now before the Council.

12 Section 2

13 The Council repeals all resolutions or parts of resolutions in conflict with this resolution,
14 but only to the extent of such inconsistency.

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16 Passed and adopted this _____ day of _____, 2010.

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20 _____
21 MAYOR

22 ATTEST:

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25 _____
26 CITY CLERK

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29 APPROVED AS TO FORM:

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32 _____
33 ASSISTANT CITY ATTORNEY

_____ DATE

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PROOF READ

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

C.A. File: 8004

INTERGOVERNMENTAL AGREEMENT
REGARDING THE
LONGMONT FIRE DEPARTMENT
HAZARDOUS MATERIALS RESPONSE TEAM

Between

CITY OF LONGMONT, COLORADO

&

CITY OF LAFAYETTE, COLORADO

In accordance with

Colorado Statutes/Title 29 Government-Local/Hazardous Substance
Incidents/Article 22 Hazardous Substance Incidents/ 29-22-102.

This Agreement is made and entered into this _____ day of _____, 2009 by and between the City of Longmont and the City of Lafayette, both Colorado municipal corporations.

WHEREAS the parties are authorized to enter into Intergovernmental Agreements pursuant to C.R.S. § 29-1-203; and

WHEREAS pursuant to C.R.S. §29-22-102 (3) (a) & (b), The City of Lafayette is the Designated Emergency Response Authority (DERA) for hazardous substance incidents within The City of Lafayette; and

WHEREAS C.R.S. §29-22-103 (1) & (3) permits The City of Lafayette to request assistance and enter into agreements for the purpose of enhancing the response to hazardous substance incidents; and

WHEREAS the parties are desirous of entering into an agreement to address hazardous substance incidents within the response district of the City of Lafayette Fire Department; and

WHEREAS hazardous substance incidents may arise, in Lafayette which are of such magnitude as to place greater demands on that jurisdiction's personnel and equipment than the jurisdiction can handle necessitating the services of a specially trained and equipped hazardous materials team; and

WHEREAS the interests of the public are best served by the parties entering into such an agreement for the purpose of responding to hazardous substance incidents.

NOW, THEREFORE, The City of Longmont (Longmont) and The City of Lafayette (Lafayette) agree as follows:

I. Purpose

The purpose of this Agreement is to provide for the response of The Longmont Hazardous Materials Team (LHMT) to hazardous materials emergencies within Lafayette and establish guidelines for membership of Lafayette Fire Department employees on the LHMT.

II. Effective Date

This Agreement shall be effective as of the date it has been fully executed by both Parties. This agreement shall expire December 31, 2010.

III. Funding

Lafayette agrees to pay Longmont \$0.30 per capita for each resident of Lafayette by February 1 2010. The most recent United States Census information will be the basis for determining Lafayette population. In exchange for these funds Longmont will maintain and make available to Lafayette, upon request, a trained and equipped hazardous materials emergency response team.

In addition to Lafayette's annual payment to Longmont, the LHMT will present Lafayette with an itemized invoice for the cost of labor and materials expended and any additional resources

and/or mutual aid costs incurred for each hazardous materials response in Lafayette regardless of whether Lafayette is the party responsible for the hazardous incident.

IV. **Operations**

Lafayette will remain the Designated Emergency Response Authority (DERA) for Lafayette.

Lafayette designates the LHMT as the response entity for hazardous material incidents.

Members of the Lafayette Fire Department may participate as members of the LHMT provided:

1. A LHMT membership application form is completed by the applicant and signed by the Lafayette Fire Chief.
2. The applicant agrees to undergo baseline and annual medical exams and tests as per LHMT policy.
3. The applicant obtains and maintains a valid State of Colorado Division of Fire Safety Hazmat Technician Certification.
4. The applicant agrees to attend 40 hours of LHMT approved Hazmat Technician refresher training annually.
5. The applicant complies with and demonstrates a working knowledge of LHMT procedures.
6. Lafayette agrees to retain responsibility for wages, benefits, baseline and annual medical exams and tests, liability insurance, workers' compensation insurance and/or any negligent act(s) causing damage or injury by one of its employee's, while working as part of the LHMT.
7. The LHMT finds the applicant to be qualified and that there exists an opening on the team.

The LHMT will provide all required personal protective equipment for team members. This equipment will include nomex flight suit with gloves, team tee shirts and team jacket.

The LHMT will provide all required Hazmat Technician refresher training.

When employees of the Lafayette Fire Department, who are members of the LHMT, respond to hazardous materials incidents outside the City of Lafayette, Longmont will include those costs in the invoice to the responsible parties. When Longmont collects from the responsible parties, it will reimburse Lafayette its proportional share.

V. Hazmat Equipment Inventory

As long as Lafayette Fire Department employees are members of the LHMT, Longmont will provide the basic decontamination equipment, personal protective equipment and spill control equipment listed in Attachment A, which Lafayette shall maintain in a state of readiness on a Lafayette Fire Department response vehicle. Lafayette may use this equipment to mitigate minor incidents not requiring a response from the LHMT.

Lafayette shall maintain and replace all materials and equipment provided by the LHMT.

When hazardous materials incidents are resolved within Lafayette without the assistance of the LHMT, Lafayette may bill the responsible parties and use the proceeds to cover its costs.

VI. Civil Liability

Each party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents and employees in the performance of failure to perform under this Agreement. Nothing herein shall be deemed a waiver by either party of the rights, immunities, limitations and protections afforded each by the Colorado Governmental Immunity Act C.R.S. 24-10-101 et. seq. as same may be amended from time to time or otherwise available at law”.

VII. Insurance Requirements

Each municipality shall procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities under Colorado law, including workers' compensation, automobile liability and general liability.

VIII. Independent Contractors

This Agreement provides for the exercise by the municipalities of the service provided herein but does not establish a separate legal entity to do so nor does this Agreement establish any employee of either municipality as an employee of the other for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the municipalities toward the establishment of common mutual goals, said goals being the expansion of the LHMT and provision of hazardous materials services to Lafayette.

This Agreement shall not be construed as restricting, modifying or abolishing the right of any member of the LHMT, including Lafayette employees, to receive workers' compensation benefits pursuant to Section 29-5-109, C.R.S. Any pension fund payments payable to a member of the LHMT due to disability or death arising from the performance of their duties shall be made in accordance with Section 29-5-110, C.R.S.

IX. Amendments

This Agreement may be amended only on the mutual agreement of both parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

CITY OF LAFAYETTE

MAYOR

DATE:

ATTEST:

CITY OF LONGMONT

MAYOR

DATE:

ATTEST:

LONGMONT CITY CLERK

APPROVED AS TO CONTENT:

APPROVED AS TO INSURANCE
PROVISIONS:

LONGMONT PUBLIC SAFETY CHIEF

LONGMONT RISK MANAGER

APPROVED AS TO FORM:

LONGMONT ASSISTANT CITY ATTORNEY

PROOFREAD

DATE