

Intergovernmental Agreement

Between Kenosha County and City of Racine

For Level "B" Hazardous Material Response Services

This agreement is entered into pursuant to the authority provided by Wis. Stat. § 66.0301, as an intergovernmental cooperative agreement; pursuant to Wis. Stat. § 166.20, as to general Emergency Response requirements; and pursuant to Wis. Stat. § 166.03, relating to the powers and authority of Emergency Management.

Whereas, Kenosha County, a quasi-municipal corporation, whose address is 1010 56th STREET Kenosha, Wisconsin, 53140 (hereinafter referred to as "County") and the City of Racine, a municipal corporation, whose address is 730 Washington Avenue, Racine, Wisconsin, 53403, (hereinafter referred to as "City") desire to enter into an intergovernmental agreement regarding Level "B" Hazardous Material (Hazmat) Response Services; and

Whereas, County desires to provide fiscal resources as herein specified in this agreement in order to enhance the county-wide use of City's Hazmat Response Team by County; and

Whereas, City is able and willing to provide such services in accordance with its hazardous material plan, upon the request of the Local Emergency Planning Committee (herein referred to as "LEPC") or the Kenosha County Emergency Management Director, or designee.

Now, therefore, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the County and the City do agree as follows:

I. DEFINITIONS

1.01 HAZARDOUS SUBSTANCE:

A "Hazardous Substance" means any substance designated by the administrator of the U.S. Environmental Protection Agency, pursuant to 42 U.S.C. Sec. 9602 (a), and shall include, but not be limited to, flammable liquids or substances.

1.02 SUBSTANCE RELEASE:

"Substance Release" means the release or spill of a hazardous substance as defined in Section 1.01.

1.03 SUBSTANCE RELEASE RESPONSE:

“Substance Release Response” means those activities undertaken by and authorized by the City’s Hazmat Response Team throughout Racine County at the request of the LEPC or Emergency Management Director, or designee, to provide adequate emergency response to hazardous substance release.

II. DUTIES AND RESPONSIBILITIES OF RESPONDING AGENCIES

- 2.01 The City of Racine Fire Chief or designee shall supervise and direct operations of the City of Racine Hazmat Response Team. All City equipment, personnel or resources needed for the initial response shall be determined by the Chief of the Racine Fire Department or designee. Requesting fire departments shall be responsible for additional fire department equipment, personnel or related equipment as determined to be necessary by the responding Hazmat Response Team.

III. PURPOSE OF AGREEMENT

- 3.01 The parties intend to develop a Hazmat plan for County-Wide Hazmat Emergency response and to provide Hazmat Response Team services to fire districts throughout Kenosha County. Such services shall be limited to an initial emergency response to hazardous substance release.
- 3.02 The parties expressly recognize and attest by this agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration, or investigation of the environment (air, land and water) in a Hazardous Substance Incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Wis. Stat. §§ 144.76 and 166.20 (4), or the U.S. Coast Guard.

IV. EMERGENCY RESPONSE FUNDING

- 4.01 During the term of this agreement, County shall provide through its budget funds to the City for purposes of training and purchasing Hazmat equipment. Such funding by the County to the City pursuant to this agreement shall be up to \$20,000 in County funds and up to \$5,000 of the approved pass-through amount of the annual Emergency Planning and Community Right to Know Act (EPCRA) Equipment Grant.

The City shall provide 20% of in-kind contributions as allowed under the terms of the EPCRA grant.

- 4.02 Costs associated with a hazardous material level "B" response shall be invoiced to the responsible parties and collected by Kenosha County Emergency Government with reimbursement to the Racine Fire Department as is appropriate.

V. TERM AND TERMINATION


- 5.01 The term of this agreement shall commence on the 1st day of January, 2008 and shall terminate at the end of the day on the 31st day of December, 2008.
- 5.02 This agreement may be renewed by the parties, upon the mutual agreement of both parties, on a year by year basis.
- 5.03 Written notice of intent not to renew this agreement shall be provided by the terminating party to the other party on or before October 31 of any calendar year when this agreement is in effect.

VI. FAILURE TO REIMBURSE

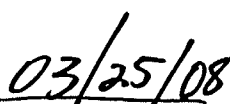
- 6.01 The failure of County to provide WEM-approved reimbursement requested by the City at the conclusion and close-out of the grant shall be cause for automatic and immediate termination of this agreement

VII. HOLD HARMLESS AND INDEMNIFICATION

- 7.01 City agrees to indemnify, save harmless and defend the County, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss, damages, costs or expenses, whether bodily injury or property damage, which the county, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the negligence of City in furnishing the services or goods required to be provided under this agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the negligence of the County, its agencies, boards, commissions, officers, employees or representatives.
- 7.02 County agrees to indemnify, save harmless and defend the City, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss, damages, costs or expenses, whether bodily injury or property damage, which the City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the City furnishing the services or goods required to be provided under this agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the negligence of the City, its agencies, boards, commissions, officers, employees or representatives.



COUNTY EXECUTIVE



DATE

ATTACHMENT "A"

ELIGIBLE COST:

As stated in Section 4.02, the responsible party shall be invoiced for costs associated with a Level "B" Response. The eligible costs include Hazmat team expenses associated with disposable supplies, personnel costs (wages and benefits), apparatus costs, and equipment costs. Necessary and reasonable emergency expenses related to the Hazmat Response Team services rendered are based on actual expenditures.

ATTACHMENT "B"

CONDITIONS:

1. City agrees to comply with conditions and requirements set out in the EPCRA Equipment Grant.
2. All equipment purchased by the City under the grant will be WEM-approved and set out in a list by name, description and cost.
3. City agrees to be responsible for the 20% grant match in either in-kind¹ or funding match.
4. Kenosha County Emergency Government agrees to be responsible for the invoice and collection of all costs from responsible parties.

¹ In-kind costs may be used as the LEPC match for hazmat response equipment purchased under the grant if: (a) the cost are hazmat specific; (b) the costs have been incurred by the designated and authorized county emergency response teams(s), the sponsoring jurisdiction, the EMA/EPCRA combined grant program under §166.21, Wis. Stats., or the LEPC, and provided the costs are either: (i) Team Maintenance Costs – physical exams and screening, refresher training, contractual requirements for training, or county hazmat specific training; (ii) contracts/retainer fees for designated county emergency response teams under §166.21, Wis. Stats.; (iii) donations of professional services shall include the name and address of the provider, the value of the service, and the specific type of service provided. Professional services shall be limited to hazmat-related legal, medical, accounting and training services; (iv) donations of hazmat specific response equipment shall include the name and address of the donator, a list of the specific items donated, and the fair market value of the item(s); (v) in-kind contributions must be incurred during the grant period.