

**City of Carson City
Agenda Report**

Date Submitted:12-11-12

Agenda Date Requested:12-20-12

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: For Possible Action: To authorize the mayor to sign an Interlocal Agreement between Carson City, Central Lyon County Fire Protection District, East Fork Fire and Paramedic Districts, Mason Valley Fire Protection District, North Lyon County Fire Protection District, Smith Valley Fire Protection District, Storey County Fire Protection District, and Tahoe Douglas Fire Protection District to provide for the continuation and improvement of the Quad County Hazardous Materials Response System. *(Stacey Giomi)*

Staff Summary: The Quad County Haz Mat team was established in the 1990's with the original version of this agreement. The agreement provides for regional cooperation between fire agencies to deal with a response to a hazardous materials incident. The agreement is being updated to reflect changes in operational direction and to add two additional fire agencies from Lyon County.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: To authorize the mayor to sign an Interlocal Agreement between Carson City, Central Lyon County Fire Protection District, East Fork Fire and Paramedic Districts, Mason Valley Fire Protection District, North Lyon County Fire Protection District, Smith Valley Fire Protection District, Storey County Fire Protection District, and Tahoe Douglas Fire Protection District to provide for the continuation and improvement of the Quad County Hazardous Materials Response System.

Explanation for Recommended Board Action: By approving this agreement Carson City will maintain our collaborative partnership with area fire agencies to respond to and mitigate hazardous material and related incidents.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277 (Interlocal agreements)

Fiscal Impact: No additional fiscal impact is anticipated

Explanation of Impact: This agreement simply replaces an existing agreement. It does not change any potential financial impacts.

Funding Source: N/A

Alternatives: Carson City could refuse to join the agreement and operate on our own when dealing with hazardous materials incidents. A single agency approach to a large scale haz mat incident could be extremely expensive and our single agency would lack the necessary resources to respond.

Supporting Material:

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By: *R. Stacey Giomi*
(Fire Chief)

Date: 12/11/12

(City Manager)

Date: 12/12/12

[Signature]
(District Attorney)

Date: 12/11/12

[Signature]
(Finance Director)

Date: 12/11/12

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

NOTE: We need eight (8) original signature pages to be sent to each of the eight (8) agencies who are signatory to this agreement.

INTERLOCAL AGREEMENT

This Interlocal Agreement is made by and between CARSON CITY, CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT, EAST FORK FIRE AND PARAMEDIC DISTRICTS, MASON VALLEY FIRE PROTECTION DISTRICT, NORTH LYON COUNTY FIRE PROTECTION DISTRICT, SMITH VALLEY FIRE PROTECTION DISTRICT, STOREY COUNTY FIRE PROTECTION DISTRICT, AND TAHOE DOUGLAS FIRE PROTECTION DISTRICT (hereinafter collectively referred to as the "PARTIES" and individually referred to as a "PARTY").

RECITALS

WHEREAS, the PARTIES are public agencies under NRS 277.100 and NRS 277.180(1), which provide that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each PARTY is authorized by the laws of this state to perform or undertake the function of responding to and acting upon hazardous materials incidents; and

WHEREAS, NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint use of personnel, equipment, and facilities for the promotion of the health, comfort, safety, life, welfare, and property of the inhabitants of the counties and cities which are parties to the contract; and

WHEREAS, by entering into this agreement, the PARTIES will all be able to provide broader, better, and more efficient services in responding to hazardous materials incidents than each PARTY would be able to do if acting alone and therefore the health, comfort, safety, life, welfare, and property of the inhabitants of the jurisdictions of the PARTIES are promoted.

AGREEMENT

THEREFORE, in consideration of the mutual covenants hereinafter set forth, the PARTIES agree as follows:

I. PURPOSE:

The primary purpose of this agreement is to provide for the continuation and improvement of the hazardous materials emergency response system within the four (4) counties which the PARTIES occupy and to provide for the equitable reimbursement for the cost of maintaining a response team. This agreement is also meant to provide a means for the PARTIES to provide or obtain hazardous materials emergency response and related services without incurring the direct cost required for each PARTY to duplicate the same personnel, training, equipment, and resources. This agreement is also meant to coordinate efforts to obtain grant funds and to recover emergency response costs from persons or entities responsible, in whole or in part, for any hazardous materials emergency. The PARTIES do not intend to create a separate public agency through this agreement and no provision of this agreement should be so construed.

II. ADMINISTRATION OF AGREEMENT:

A. Administrative Committee. There is hereby established the Administrative Committee (the "Committee") comprised of the following eight members: one appointed by the Fire Chief of Carson City, one appointed by the Fire Chief of the East Fork Fire and Paramedic Districts, one appointed by the Fire Chief of the Tahoe Douglas Fire Protection District, one appointed by the Fire Chief of the Mason Valley Fire Protection District, one appointed by the Fire Chief of the Central Lyon County Fire Protection District, one appointed by the Fire Chief of the Storey County Fire Protection District, one appointed by the Fire Chief of the North Lyon County Fire Protection District, and one appointed by the Fire Chief of the Smith Valley Fire

Protection District. Each member of the Committee shall be at all times an officer or employee of a PARTY to this agreement. If any member ceases to be an officer or employee of a PARTY, a new member shall be promptly selected in the same manner as the original member.

B. Governance and Meetings of the Committee. Five Committee members shall constitute a quorum for the purposes of transacting business relating to the authority of the Committee and, unless otherwise provided in this agreement, the affirmative vote of the majority of those Committee members present shall be sufficient to ratify or adopt any motion, resolution, order, or action of the Committee. The Committee shall select a chairperson and a vice chairperson from its membership who shall each serve a one-year term. The Committee shall appoint a non-voting secretary who may or may not be a member of the Committee. The principal office of the Committee shall be located or relocated to any place within the boundaries of any city, county, or district that are a PARTY to this agreement as the Committee may determine. The Committee shall meet at its principal place of business or at other places designated by the Committee. The Committee may adopt rules and regulations for the conduct of its affairs that are not in conflict with this agreement.

C. Powers and Functions of the Committee. The Committee is authorized to perform all acts necessary for the efficient functioning of this agreement. The specific powers of the Committee include, without limitation: the adoption of standards for the response teams in the provision of hazardous materials emergency services by the counties; the power to coordinate applications for grants and assistance programs; the establishment of standards for specific levels of training required of personnel, staffing needs, and the type of maintenance and amount of equipment and supplies necessary for particular hazardous materials emergencies; and the establishment of procedures for the collection of debts owed for services provided.

D. Administrative Services. CARSON CITY shall be responsible for administrative services to the Committee. For the purposes of this paragraph, administrative services may include: general accounting for funds received and disbursed; preparation of invoices to contract agencies and, except as otherwise provided by applicable law or ordinance, to those responsible in some manner of any release or threatened release of hazardous materials to which the PARTIES to this agreement respond pursuant to this agreement; preparation of documents relative to any grant program; and such other functions as may be required by this agreement or agreed to by the Committee. The Committee may provide for any reimbursement to CARSON CITY for providing administrative services to the Committee.

E. Subcommittees. Subcommittees may be formed by the Committee as necessary to carry out the responsibilities of executing this agreement. A Standing Subcommittee shall include the Training & Operations Subcommittee. Subcommittee members are not required to be members of the Committee, but must be employees of the member agencies.

F. Grant Coordination. The Committee will share information related to grant applications as they may pertain to hazardous materials and will, to the extent possible, coordinate grant purchases by each PARTY to ensure operational similarities.

III. OBLIGATIONS OF THE PARTIES:

A. Summoning Assistance. Each PARTY is responsible for hazardous materials incidents within its own jurisdiction and shall be responsible for calling upon any of the resources and employees of other PARTIES under this agreement as the circumstances of the incident require.

B. Equipment Contribution/Ongoing Maintenance and Repair. Each PARTY shall make an initial contribution of equipment, materials, or supplies as specified in Exhibit B. The supplies indicated in Exhibit B may be individually held by each PARTY or held collectively by neighboring agencies, provided that those sharing resources have access to them at all times.

C. Reimbursement of Costs. In the event the Hazardous Materials Response Team of any PARTY is requested to respond outside its jurisdiction by any other PARTY, the cost of providing personnel for the first twenty-four (24) hours of an incident will be borne by the responding PARTY providing the services except when the costs of responding to an incident are recoverable and are actually recovered from a responsible party, in which event all the personnel costs of responding to an incident are borne by the PARTY requesting assistance who may recover those costs and to the extent that those costs or any portion of them are actually recovered from the responsible party. For the purposes of this section, the costs of providing personnel are those costs of supplying a person to a hazardous materials team incident, including the cost of replacing the hazardous materials team member on his or her regular assignment. Any costs incurred by a PARTY responding to the request of another PARTY for costs of providing personnel after the expiration of the twenty-fourth hour of any single incident, or the costs of any other supplies and resources expended at any time during a response, must be reimbursed by the PARTY in whose jurisdiction the incident occurs. Any cost incurred by outside responders who have been requested by a PARTY to respond to an incident within that PARTY's jurisdiction (i.e., Washoe County or entities not a party to this agreement) will be the responsibility of the entity requesting assistance within its jurisdiction. The invoicing, billing,

and collection of the costs incurred from a responsible party for an incident are the responsibility of the jurisdiction in which the incident occurred.

D. Ownership of Property. The PARTIES agree to maintain all vehicles and equipment in operating condition and ready for service . Each PARTY shall ensure that all vehicles are properly registered and insured.

E. Trained Personnel. Each PARTY shall use its best efforts to provide the required number of trained persons as listed in Exhibit A, in compliance with Exhibit C, and will maintain such trained persons at all times for use in response to hazardous materials emergency incidents. It shall be the responsibility of each PARTY to store and maintain a cache of supplies and materials provided pursuant to this agreement that may be needed to provide replacement of expended materials following a hazardous materials incident.

F. Command and Control. Overall command of any hazardous materials incident will remain with the PARTY having authority in the area where the incident occurs. Each jurisdiction must have or arrange for a trained Hazardous Materials Incident Commander available to manage incidents within its jurisdiction.

G. Maintenance of Discretion to Respond. It is understood and agreed that each PARTY will retain sole and exclusive discretion as to the specific type, nature, and timing of the services performed pursuant to this agreement. With regard to hazardous materials incidents, nothing in this agreement shall establish any duty of any PARTY for physical containment or clean-up of any hazardous material, control of pedestrian or vehicular traffic, or the removal of persons or property from the area around the emergency incident outside that PARTY's geographical and legal boundaries. Each PARTY reserves the right to refuse to respond to a

hazardous materials incident call due to a personnel or equipment shortage caused by another emergency within the jurisdiction of the refusing PARTY.

H. Facility Reports. Each PARTY shall submit reports to the Committee detailing the planned addition of any H occupancies to the response areas covered by this agreement. A PARTY may submit occupancies other than those identified if it has a concern. The purpose for the reports is to provide awareness to the response personnel and to ensure that adequate training and equipment are available to respond to any potential incidents. The required report should be reviewed by a technician level member of the Hazardous Materials Response Team, utilizing reference materials available to the team. The review completed by the technician is for response purposes only and has no bearing on the legal requirements or obligations of any PARTY.

IV. GENERAL PROVISIONS:

A. Termination. This agreement shall terminate as to any PARTY upon the occurrence of any of the following conditions: Notice given by any PARTY to the PARTIES, in writing, no later than January 1 of any year of that PARTY's intent to withdraw from the agreement, effective upon the close of that fiscal year. In the event of withdrawal of any PARTY within the first seven (7) years of this agreement, that PARTY hereby waives any right it may have to any interest in the equipment purchased pursuant to this agreement. This does not apply to any vehicles purchased separately by any PARTY.

B. Indemnity. This agreement is not intended to alter the legal liability of any PARTY to the agreement by imposing any standard of care other than the standard of care imposed by law. A responding PARTY shall not be deemed to be an agent or employee of a

requesting PARTY and a requesting PARTY shall not be deemed to be an agent or employee of a responding PARTY. It is understood and agreed that no PARTY to this agreement, nor its officers or employees, is responsible for any damage or liability occurring by reason of anything that any other PARTY to this agreement, or its respective officers or employees, does or fails to do under or in connection with any work, authority, or jurisdiction delegated to it under this agreement. It is also understood and agreed that each PARTY to this agreement shall, to the extent provided by Nevada law, fully indemnify and hold harmless all the other PARTIES from any damage or liability occurring by reason of anything done or omitted to be done by it or its respective officers or employees, under or in connection with any work, authority, or jurisdictional delegation to another PARTY under this agreement. Said indemnity shall include, but is not limited to, all reasonable costs and attorneys' fees incurred in defense of any and all claims covered by this provision.

C. Worker's Compensation and Insurance. Each PARTY is responsible for paying all the premiums and fulfilling all the contractual and legal obligations of its policies of insurance covering its employees, including all workers' compensation obligations. This duty exists despite the fact that employees of a PARTY may be acting outside the geographical and legal boundaries of their employers' jurisdictions and under the authority of a commander of another PARTY at the time of an accident or injury.

D. Effect on Other Agreements. This agreement shall not affect the rights, duties, or obligations of any of the PARTIES with respect to other preexisting agreements unless expressly provided herein.

EXHIBIT A – DEFINITIONS AND RESPONSE

DEFINITIONS:

- **Level I Incident** - is defined as an incident minor in nature that can be handled within the capabilities of the initial responders. Level I spills are those releases that involve less than the reportable quantity (RQ) established for that particular substance contained within CERCLA and SARA Title III statutes; e.g., a motor vehicle fuel spill of less than 42 gallons or a release of anhydrous ammonia of less than 11 pounds.
- **Level II Incident** - is a more complex incident that requires a significant resource commitment and/or a level of expertise beyond the normal capabilities of the responding agency and jurisdiction. Level II responses shall include the notification and response of the Regional Hazmat Response Team, activation of local hazmat response plans, and notification of state and federal agencies, and may require local evacuations.
- **Level III Incident** - is considered a major incident that has escalated beyond the capabilities of local, regional, or state capabilities. Level III emergencies require the intervention of federal agencies and mandatory reporting to the National Response Center.
- **Hazmat Technician** – a person that has completed an approved 120-hour technician level course
- **Chemistry Specialist** – a person that has completed an additional 40-hour chemistry specialist class
- **Safety Officer** – personnel with sufficient training and experience to assure overall safe operations
- **Hazmat Safety Officer** – technician level responder with an additional 40-hour Hazardous Materials Safety Officer class
- **Hazmat Incident Commander** – a person that has completed a 32-hour minimum Hazardous Materials Incident Commander class

RESPONSE:

A minimum (total) number of responders for Level II or greater incidents shall be in compliance with OSHA Regulations CFR 1910.120. However, the minimum level of staffing recommended by the Quad County Hazardous Materials Response Team is as follows:

The local jurisdiction in which the incident occurs shall be responsible for providing the following recommended incident personnel through local personnel resources, existing mutual aid agreements, or other agreements specific to hazmat response:

5 Decon Personnel
1 Hazmat Incident Commander
1 Incident Safety Officer (command staff)
1 Site Control Leader
1 Decontamination (Decon) Team Leader
1 Emergency Medical Technician (minimum)
10 personnel

Upon activation, it is desired that the Quad County Hazmat Response Team shall consist of a minimum of 8 technician personnel for all Level II or greater incidents:

- 4 Entry Personnel (2 primary; 2 backup)
- 1 Technician assigned to Hazmat Group Supervisor (Operations)
- 1 Technician assigned to Entry
- 1 Hazardous Materials Safety Officer
- 1 Chemistry Specialist
- 8 personnel**

The local jurisdiction may fill the necessary positions through local personnel resources, existing mutual aid agreements, or other agreements specific to hazmat response.

The local jurisdiction will also be responsible for additional incident-specific support services as may be necessary for incident mitigation (i.e., EMS, decon, and rehab).

Upon activation, the Quad County Hazmat Response Team suggests that the minimum number of (Technician/Specialist level) personnel to be made available by cooperating agencies is based on the following commitments, and based on availability:

- 4 Hazardous Materials Technicians from the Carson City Fire Department
- 1 Hazardous Materials Technician from the Mason Valley Fire Protection District
- 1 Hazardous Materials Technician from the Central Lyon County Fire Protection District
- 1 Hazardous Materials Technician from the East Fork Fire & Paramedic Districts
- 2 Hazardous Materials Technicians from the Tahoe-Douglas Fire Protection District
- 1 Hazardous Materials Technician from the Storey County Fire Protection District
- 1 Hazardous Materials Technician from the North Lyon County Fire Protection District

Jurisdictions experiencing a hazardous materials incident agree that “courtesy” notifications for the purpose of technician observation and training do not constitute the summoning of personnel resources.

EXHIBIT B - EQUIPMENT

The Regional Hazardous Materials Response Team shall be equipped to handle Level II incidents. Additional or specialized equipment and absorbents should be maintained by participating jurisdictions to handle pre-planned target hazards as identified within their jurisdictions.

Each participating jurisdiction will be required to maintain immediate access to an equipment cache capable of handling an operations level incident. The minimum basic operations level equipment shall include the following:

EQUIPMENT LISTED BY CATEGORY

REFERENCE MATERIAL

- DOT Guidebook
- NIOSH Guidebook
- Emergency Care for Hazardous Materials Exposure
- CAMEO
- Local Hazardous Materials Contingency Plans and Pre-Incident Plans for Individual Jurisdictions
- Regional Hazardous Materials Response Team Procedures Plan
- Exposure Report Forms

SAFETY

- Binoculars
- Hazardous Materials/Fire Line Tape (4 rolls)
- Banner Tape (6 rolls)
- Traffic Cones (6 minimum)

SPILL CONTROL

- Absorbent Tubes, Pillows, and Pads (Varied assortment, based on need)
- Shovels (2 recommended)
- Sandbags (25 recommended)
- Absorbent Material (50 lb minimum)
- Plastic Covers (1 roll 12' x 100' Visqueen)
- Brooms (2 recommended)
- Dust Pan (2 recommended)
- Overpack Drum
- Oil absorbent (50 lb bag)
- Powdered Activated Carbon
- Neutralizer, Sodium Bicarbonate (50 lb bag)
- Neutralizer, Soda Ash (50 lb bag)

DECONTAMINATION

- Plastic Sheets and Tarps (may use same as spill control item)
- Salvage Covers, Large (2 minimum)
- Plastic Buckets (4 minimum)
- Garden Hose (100 feet)
- Plastic Lawn Bags (25 minimum)
- Hazardous Waste Bags (50 minimum)
- Rubber Waste Containers, 33 gallons (4 minimum)
- Wading Pools (3 minimum)
- Chlorine Bleach (1 gallon)
- Towels (12 minimum)
- Brushes (2 long handle gong type)
- Pressurized Spray Canisters
- Traffic Cones (12 minimum)
- Folding Chairs (4 minimum)
- Plastic Crates (3 minimum)
- Disposable Paper Coveralls (12 minimum)

COMMUNICATIONS

- Bullhorn or PA
- Cellular Communications
- Radios with Mutual Aid-Related Frequencies

MONITORING DEVICES

- Radiological Monitoring Kit
- 4-Gas Detector
- Camera
- Stopwatch
- Thermometer
- Wind Sock
- PH Paper

PROTECTIVE CLOTHING

- Gloves, Butyl (12 pair)
- Gloves, PVC (12 pair)
- Gloves, Neoprene (12 pair)
- Hooded Suit, Serinex Coated Tyvex (12 minimum)
- Hooded Suit, Tyvex QC (12 minimum)
- SCBA Units (4 recommended; 2 required)

EXHIBIT C – TRAINING AND CERTIFICATION

HAZARDOUS MATERIALS TECHNICIAN

Initial Training:

In order to become a member of the Quad County Hazardous Materials Team (QCHMT) at the Technician level, an individual must complete 120 hours of training. This training has been identified by blending the IAFF curriculum “Training for Hazardous Materials Team Members”, which is 80 hours in length, and the curriculum from a “Field Specialist” course, which should be a minimum of 40 hours in length.

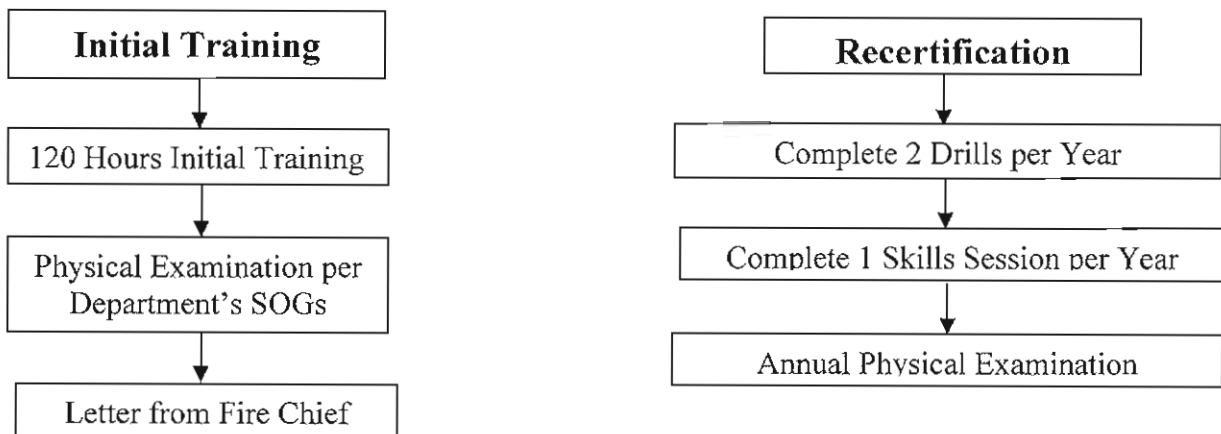
Continuing Education:

To recertify as a QCHMT Technician, an individual must attend three 8-hour training sessions. These sessions shall be two in the form of actual drills and one in skills retention. At these sessions, members must have a training officer or his/her designee sign off their attendance in the appropriate documents.

NOTE: A member may be recertified during actual response to incidents. These responses to actual incidents will replace the drills.

Medical Physical Exam: Per your department’s SOGs.

Technician Flow Chart



HAZARDOUS MATERIALS – INCIDENT COMMANDER

Initial Training:

In order to become a member of the Quad County Hazardous Materials Team (QCHMT) and an Incident Commander (IC), an individual must complete 32 hours of Hazmat Incident Commander training.

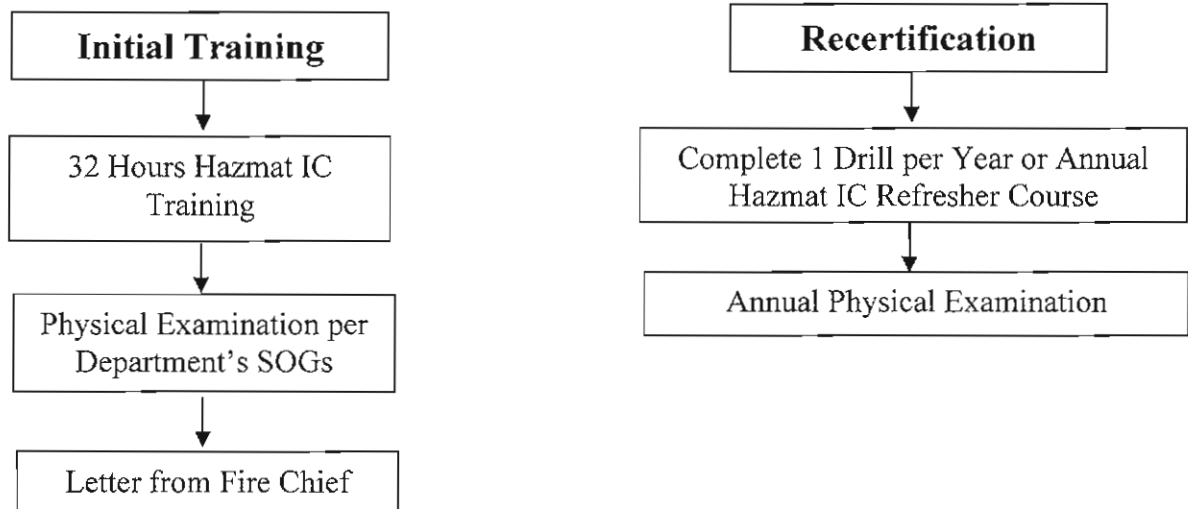
Continuing Education:

To recertify as a Quad County Hazardous Materials Incident Commander (IC), an individual must attend one Quad County Hazardous Materials drill or an annual Hazmat IC refresher course and complete the appropriate documentation.

NOTE: A member may be recertified during actual response to incidents. These responses to actual incidents will replace the drills. Any overhead position during drills will satisfy the Hazardous Materials Incident Commander requirements.

Medical Physical Exam: Per your department's SOGs.

INCIDENT COMMANDER FLOW CHART



HAZARDOUS MATERIALS - DECONTAMINATION

Initial Training:

In order to become a member of the Quad County Hazardous Materials Team (QCHMT), Decontamination personnel must complete sixteen (16) hours of Hazmat Operations training and eight (8) hours of Decontamination training.

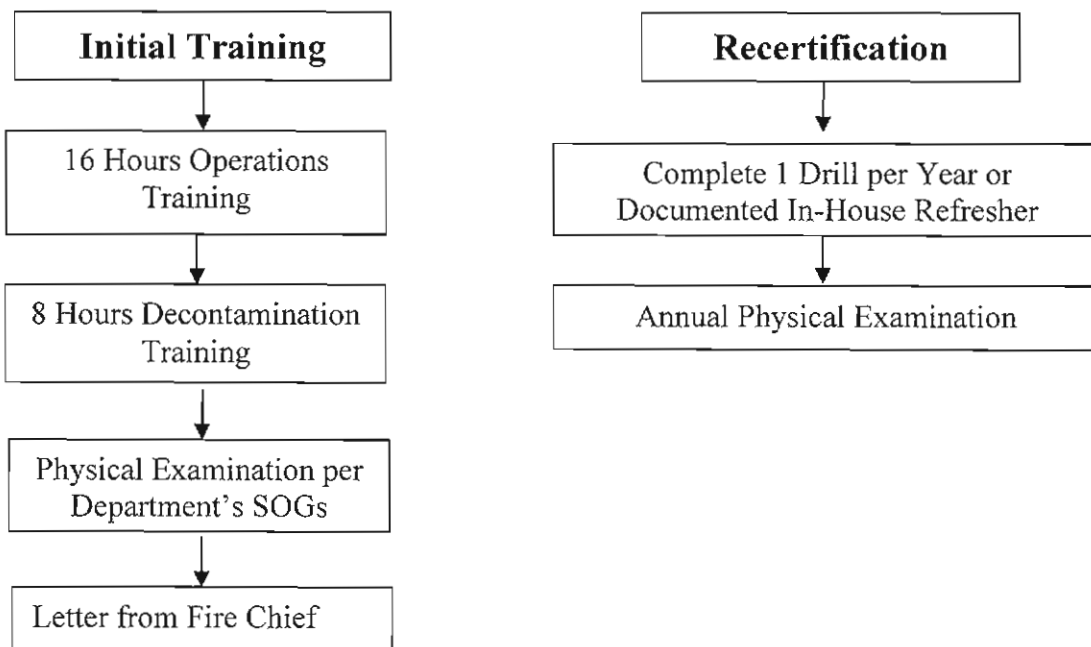
Continuing Education:

To recertify as a Quad County Hazardous Materials Decontamination Team Member, an individual must attend one Quad County Hazardous Materials drill or documented in-house refresher.

NOTE: A member may be recertified during actual response to incidents. These responses to actual incidents will replace one drill.

Medical Physical Exam: Per your department's SOGs

DECONTAMINATION PERSONNEL FLOW CHART



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date indicated below.

CARSON CITY

By: _____
Robert L. Crowell, Mayor

Date: _____

Approved as to legal form:

By:  _____
Deputy District Attorney

Date: 12/11/12 _____