

RECIPROCAL HAZARDOUS MATERIAL INCIDENT ASSISTANCE AGREEMENT

This Agreement is made and entered into this 8th day of March, 1994, by and between Town of Berthoud & Berthoud Fire District (County Sheriff, Fire District(s), Towns, any other agencies), and the Colorado State Patrol, (hereinafter "Patrol").

In consideration of the mutual benefits and advantages which will insure to the above-referenced authorities, the parties hereto enter into this Agreement and hereby agree as follows:

1. This Agreement is not intended to, nor should it be construed to, affect or extend the legal responsibilities of any of the parties hereto; create or modify preexisting legal obligations, if any; create, or extend any legal rights to any person; or, to waive any claims which may arise as a result of a hazardous materials incident (including claims for reimbursement from persons responsible for the hazardous substance incident or from any emergency response funds created under state or federal law). This Agreement is entered into for the express purpose of mutual cooperation between various emergency response agencies within the Town of Berthoud (jurisdiction) in the event of the occurrence of hazardous substance incidents, and it is only intended to provide for the initial emergency action necessary to minimize the effects of a hazardous substance incident. As used herein, the terms hazardous material incident or hazardous substance incident shall be synonymous and shall have the same meaning as provided in C.R.S. Section 29-22-101, as amended, or as same shall subsequently be amended. All actions by parties to this Agreement performed in furtherance of this Agreement shall be deemed and considered as performed pursuant to C.R.S. Section 29-22-101, et seq., and the parties hereto have entered in this Agreement in reliance upon the rights and immunities conferred upon them by said statute.

2. Nothing in this Agreement shall be deemed to create, alter or delegate the authority of any designated emergency response authority.

3. In the event the parties to this Agreement form an emergency response team, such team shall not exist as a legal entity but may exist solely for the purposes of training, education, coordination, and rapid deployment of qualified personnel for initial emergency action necessary to minimize the effects of a hazardous substance incident. Such team shall not alter or affect the designation of any emergency response authority, and any members of such team shall at all times remain as employees of their respective employers and subject to the terms of this Agreement.

4. Upon the receipt of a request for assistance from a command officer of a listed agency from a command officer of another listed agency, the requested agency will respond to the location of any hazardous materials incident with equipment and personnel located within the Town of Berthoud (jurisdiction) for the purpose of providing initial emergency action necessary to minimize the effects of the hazardous substance incident.

5. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

a. The Operations Chief at a hazardous material incident site shall be an authorized representative of the Designated Emergency Response Authority (DERA) for the duration of the incident. He/she will notify the Incident Commander, who shall be the person designated by the DERA, who is in charge of the incident, of the nature and magnitude of the hazardous material spill or incident. If there is no DERA, the Incident Commander designation shall be the responsibility of the Town of Berthoud (jurisdiction). The Incident Commander will recommend what assistance is needed and identify and contact the agencies that he/she anticipates will be necessary for effective response.

b. The responding entity shall have its personnel report to the Liaison Officer or the person designated by the Incident Commander of the hazardous material incident and abide by the order of the official.

c. The responding entity shall be permitted to withdraw its personnel or equipment when same are released by the Incident Commander; when the conditions at the hazardous material incident create extraordinary exposure to injury or death; or, when the needs of the responding entity require the return of its personnel or equipment.

d. Nothing contained herein shall authorize the Incident Commander or the Operations Chief or any employee of the Patrol to contract for materials or services (whether or not an emergency exists) on behalf of their employer or any party hereto unless such authorization has been expressly granted by the governing body of the employer or party hereto, or unless the expenditure is permitted by virtue of a duly adopted budget and is actually made by a person authorized by his employer to make such expenditures.

e. Nothing contained herein shall authorize the Incident Commander or any employee of the Patrol to take possession of or arrange in the name of the State for the transportation or disposal of any hazardous waste or hazardous substance or to undertake any non-emergency cleanup operations at a hazardous materials incident site.

6. Any party hereto may terminate or withdraw from this Agreement at will upon ninety (90) days advance written notice to all other parties.

7. This Agreement shall be effective upon approval by all of the parties hereto when evidenced by such duly passed resolution or ordinance of each.

WHEREFORE, the duly authorized representatives of the parties hereto have executed this Reciprocal Hazardous Material Incident Agreement the date and year first written above.

COLORADO STATE PATROL:

Colorado State Patrol

Date _____

Town of Berthoud

Agency

Richard B. Stadler

Name

W. Meyer

Title

Date March 8, 1994

Agency

Name

Title

Date