



State of Minnesota Joint Powers Agreement Amendment 1

SWIFT Contract Number: 218794

This Amendment is by and between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("SFM" or "State"), and the **City of Saint Paul**, acting on behalf of the Saint Paul Fire Department, 645 Randolph Avenue, Saint Paul, MN 55102 ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State and Governmental Unit have a Joint Powers Agreement executed September 16, 2022, identified as SWIFT Contract No. 218794 ("Original Agreement"), for the Governmental Unit's provision of a Hazardous Materials Response Team ("Team") to provide Incident Command technical expertise in hazard identification and emergency response in a preidentified geographic area.
2. The State wishes to amend the Parties' duties in light of operational updates and payment terms, in anticipation of continued services contemplated by the Agreement.
3. The State and Governmental Unit are willing to amend the Original Agreement as stated below.

Joint Powers Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 2, "**Agreement between the Parties**," is amended as follows:

2. Agreement between the Parties

The Governmental Unit will:

- (a) ~~Respond to hazardous material incidents occurring in the Governmental Unit's normal geographic area (see Appendix C), and, when requested by the State, the Governmental Unit's primary response area (see Appendix A) and secondary response area (Appendix B).~~
- (b) ~~Respond to any response area in the State of Minnesota (see Appendix B) when directed to do so by the Commissioner (Minnesota Rules Chapter 7514.0900, subpart 1).~~
- (c) ~~Coordinate on-scene emergency response operations of the Team with local, state and federal agencies, Indian tribes, and private response organizations through the Minnesota Incident Management System (Minnesota Rules Chapter 7514.1800, subpart 1).~~
- (d) ~~Ensure Team members are in compliance with the initial, continuing education, and team training requirements (Minnesota Rules Chapter 7514.0600, subparts 1 to 4); and annually certify such compliance to the Commissioner (Minnesota Rules Chapter 7514.0600, subpart 6).~~
- (e) ~~Ensure Team members are in compliance with medical requirements (Minnesota Rules Chapter 7514.0600, subpart 7); and annually certify such compliance to the Commissioner (Minnesota Rules Chapter 7514.0600, subpart 7).~~
- (f) ~~Deploy Team personnel and equipment to hazardous materials incident(s) within fifteen (15) minutes from the time a decision is made to dispatch the Team (Minnesota Rules, Chapter~~

7514.0500). For purposes of this clause, the decision to dispatch the Team will be considered made at the time the Governmental Unit's point of contact as identified in *Appendix D* is notified by the State.

- (g) ~~Ensure compliance with all other employer requirements established in *Minnesota Rules Chapter 7514.0600*.~~
- (h) ~~Conduct a formal evaluation of the hazardous materials emergency response to an incident within thirty (30) days after termination of the Team's response (*Minnesota Rules Chapter 7514.1300*).~~
- (i) ~~Submit a detailed report of the Team's response to an incident as required by *Minnesota Rules Chapter 7514.0900, subpart 7*; and as required by *Minnesota Rules, Chapter 7514.1700, subparts 1 and 3*; and take appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.~~
- (j) ~~Designate one (1) primary and one (1) alternate representative to the State's Hazardous Materials Emergency Response Team Program Advisory Committee (*see Appendix F*); require one or both representatives to attend all meetings convened by the Committee; and empower each representative to make recommendations to the Committee on behalf of the Governmental Unit.~~
- (k) ~~Designate one (1) primary and one (1) alternate representative (*see Appendix F*) and require each representative to train in applying operating guidelines and other administrative procedures established and identified by the State's Hazardous Materials Emergency Response Team Program (*Minnesota Rules Chapter 7514.0700, subpart 2*); and require one or both representatives to instruct other Team members.~~
- (l) ~~Maintain and store emergency response vehicle(s) and equipment, whether loaned to the Governmental Unit by the State or owned by the Governmental Unit, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs, or replacement. Governmental Unit must immediately notify the State whenever Governmental Unit is not available for emergency response as a result of such circumstances.~~
- (m) ~~Submit claims for recoverable costs to the Commissioner as required by *Minnesota Rules Chapter 7514.1700, subparts 1 and 3*; and take all appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.~~
- (n) ~~Maintain the required composition of an Hazardous Materials Emergency Response Team, including the availability for immediate response of nine (9) members minimum certified to the levels of hazardous materials technician response and training. The State recommends maintaining a level of twelve (12) members for immediate response; and the Governmental Unit agrees to obtain approval from the State's Authorized Representative or his designee prior to deploying more than twelve (12) team members to an incident.~~
- (o) ~~Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing reasonable mitigation; and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors.~~

The Governmental Unit shall not subcontract any work, duties or tasks pursuant to this Agreement.

2. Agreement between the Parties

The Governmental Unit will:

- (a) Respond to hazardous material incidents occurring in the Governmental Unit's normal geographic response area (*see Appendix C*), and, when requested by the State, the team's primary response area (*see Appendix A*) and secondary response area (*Appendix B*)**
- (b) Respond to any response area in the State of Minnesota when directed to do so by the Commissioner of Public Safety or their designee.**
- (c) Coordinate on-scene emergency response operations of the teams with local, state and federal agencies, Indian tribes, and private response organizations through the National Incident Management System.**
- (d) Ensure team members are in compliance with the initial, continuing education, and team training requirements; and annually certify such compliance to the Commissioner.**

- (e) Designate at least two (2) participants/team representatives to the annual HMRT joint training conducted at the Joint Emergency Response Training Center (JERTC) or other predetermined training location.
- (f) Ensure completion of position task books for all team members at least every 36 months, to be reviewed and validated by the State or its designee.
- (g) Participate in an annual skills competency verification performed by the State or its designee.
- (h) Participate in periodic response readiness verification performed by the State or its designee.
- (i) Ensure team members are in compliance with medical requirements and annually certify such compliance to the Commissioner.
- (j) Deploy 8-12 team personnel and accompanying equipment to a hazardous materials incident within fifteen (15) minutes or less, from the time a decision is made to dispatch the team, on 90 percent of the incidents to which the team is dispatched. For the purposes of this clause, the decision to dispatch the team will be considered made at the time the Governmental Unit's point of contact as identified in Appendix D, which is attached and incorporated into this Agreement, is notified by the State.
- (k) Participate in annual site visits performed by the State or its designee, during which the State or its designee will review team records and assess the condition of emergency response vehicle(s) and equipment loaned to the Governmental Unit by the State.
- (l) Conduct a formal evaluation of the Hazardous Materials Emergency Response to an incident within thirty (30) days after termination of the team's response.
- (m) Submit a detailed report of the team's response to an incident and take appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (n) Designate one (1) primary and one (1) alternate representative to the State's Hazardous Materials Emergency Response Team Technical Advisory Committee (*Appendix F*); require one or both representatives to attend all meetings convened by the Committee; and empower each representative to make recommendations to the Committee on behalf of the Governmental Unit.
- (o) Designate one (1) primary and one (1) alternate representative (*Appendix F*) and require each representative to train in applying operating guidelines and other administrative procedures established and identified by the State's Hazardous Materials Emergency Response Team Program and require one or both representatives to instruct other Hazmat Team members.
- (p) Maintain and store emergency response vehicle(s) and equipment, whether loaned to the Governmental Unit by the State or owned by the Governmental Unit, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs, or replacement. Governmental Unit must immediately notify the State whenever Governmental Unit is not available for emergency response as a result of such circumstances. The Governmental Unit shall provide adequate insurance coverage as required by applicable State law.
- (q) Ensure periodic inspection and preventative maintenance is performed on emergency response vehicle(s) that is in accordance with NFPA 1911 or a comparable standard.
- (r) Submit claims for recoverable costs to the Commissioner and take all appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (s) Maintain the required composition of a Type 1 Hazardous Materials Response Team in accordance with Appendix G, including an emergency response availability of eight (8) members certified and trained to the appropriate minimum level.
- (t) Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing reasonable mitigation consistent with the capabilities of a Type 1 HMRT; and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors.
- (u) Assist statewide local authorities by providing telephonic and/or virtual technical advice to on-scene incident commanders, recommending the best means of controlling the hazard to protect life, property, and the environment that are in keeping with locally available levels of hazardous materials training and response capability.

The Governmental Unit shall not subcontract any work, duties or tasks pursuant to this Agreement.

REVISION 2. Clause 3, “**Payment**,” is amended as follows:

3. ~~Payment~~

~~3.1 **Consideration.** The State will pay for all services performed by the Governmental Unit under this Agreement as follows:~~

- ~~(a) **Compensation.** The State will pay the Governmental Unit up to but not exceeding **Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00)** for expenses incurred during each twelve-month period commencing July 1 and ending June 30 for the following costs:~~
 - ~~1) Capital equipment — Cost of capital equipment including vehicles.~~
 - ~~2) Training — Cost of training team personnel (excluding exercise training).~~
 - ~~3) Medical examinations — Cost of annual medical examinations for team personnel.~~
 - ~~4) Consumable supplies — Cost of consumable supplies.~~
 - ~~5) Administration — Cost of program administration.~~
 - ~~6) Maintenance — Cost of equipment maintenance.~~
- ~~(b) Governmental Unit may deviate from its budget corresponding to the six categories identified in Clause 3.1(a), increasing and decreasing amounts between categories as needed with the exception of Category 5, Administration. The State and Governmental Unit mutually agree Administration costs shall not be increased more than 20% without prior written approval from the State’s Authorized Representative.~~
- ~~(c) **Total Obligation.** The total obligation of the State for all compensation to the Governmental Unit corresponding to Clause 3.1(a) shall not exceed **One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00).**~~
- ~~(d) **Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 3.1(a) and Clause 3.1(c), the State will reimburse the Governmental Unit for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless authorized by the State’s Authorized Representative.~~
 - ~~1) **Hazmat Team Personnel Costs**~~

~~An hourly rate per person, including wages and fringe benefits, for four (4) hours minimum per person, up to nine (9) persons [Note: See Clause 2(n) above]. Hourly rates will be determined by and in accordance with the Governmental Unit’s collective bargaining agreement(s) corresponding to personnel.~~
 - ~~2) **Additional Wage Costs for Local Callback Personnel**~~

~~An hourly rate per person, including wages and fringe benefits, for four (4) hours minimum per person, up to nine (9) persons for a hazmat team. Hourly rates will be determined by and in accordance with the Governmental Unit’s collective bargaining agreement(s) corresponding to personnel.~~
 - ~~3) **Vehicle Operating Costs**~~
 - ~~a) Hazardous Materials Response Teams shall be reimbursed up to \$150.00 per hour for operational costs associated with the State supplied Hazardous Materials Emergency Response apparatus.~~
 - ~~b) Hazardous Materials Response Teams shall be reimbursed up to \$100.00 per hour for a hazmat support vehicle.~~
 - ~~c) Any additional Hazardous Materials Response Team support apparatus shall be reimbursed up to \$100.00 per hour (must be approved prior to use by state fire marshal State Teams Coordinator or Supervisor).~~
 - ~~4) **Cost of Consumable Supplies Used**~~

~~Cost for consumable supplies used shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.~~

- 5) ~~**Costs of Repair or Replacement of Damaged or Destroyed Equipment**~~
Governmental Unit must submit an itemized invoice for actual costs incurred. If cost is estimated to exceed \$500.00, Governmental Unit shall consult with the State's Authorized Representative to determine if the State will require competitive bids or quotes prior to the repair or replacement of equipment. If the State requires a competitive solicitation, Governmental Unit must comply with the applicable municipal bidding laws.
- 6) ~~**Communication Costs, including Long Distance and Cellular Telephone Charges**~~
Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Governmental Unit must submit an itemized invoice for actual costs incurred.
- 7) ~~**Administrative Costs Directly Resulting from the Emergency Response**~~
Up to \$500.00 per incident based on actual costs incurred. Governmental Unit may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.
- 8) ~~**Costs Incurred in the Use of Special Equipment (Minnesota Rules Chapter 7514.1200)**~~
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 9) ~~**Costs Associated with Providing Support to Cleanup Operations (Minnesota Rules Chapter 7514.0900, subpart 5)**~~
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 10) ~~**Costs Associated with Providing Standby Technical Assistance (Minnesota Rules Chapter 7514.1600, subpart 4)**~~
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 11) ~~**Other Direct Costs Incurred by the Governmental Unit as a Result of the Emergency Response**~~
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

3.2 — Payment.

- (a) ~~**Invoices.**~~ The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
 - 1) ~~**Governmental Unit Compensation [Clauses 3.1(a) and 3.1(b)].**~~ Governmental Unit shall submit a completed Governmental Unit Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clauses 3.1(a) and 3.1(b). Governmental Unit shall submit a final invoice, complete with receipts and justifying information, for each twelve-month period of this Agreement no later than July 31 of each year. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
 - 2) ~~**Emergency Response Reimbursement [Clause 3.1(d)].**~~ Governmental Unit shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and

~~must provide sufficient detail corresponding to each category identified in Clause 3.1(d).
The State will process properly completed claim forms for reimbursement within thirty (30)
days of receipt.~~

3. Payment

3.1 Consideration. The State will pay for all services performed by the Governmental Unit under this Agreement as follows:

- (a) Compensation.** The Governmental Unit will be paid by the State for the following costs, up to but not exceeding **Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00)** during each twelve-month period, i.e. July 1 through June 30, of the Agreement:
 - 1) Capital equipment –** Cost of capital equipment including vehicles.
 - 2) Training –** Cost of training team personnel (excluding exercise training).
 - 3) Medical examinations –** Cost of annual medical examinations for team personnel.
 - 4) Consumable supplies –** Cost of consumable supplies.
 - 5) Administration –** Cost of program administration.
 - 6) Maintenance –** Cost of equipment maintenance.
- (b)** Governmental Unit may deviate from its budget corresponding to the six categories identified in Clause 3, Section 3.1(a), of this Agreement, increasing and decreasing amounts between categories as needed and justified with the exception of Category 5, Administration. Administrative costs shall not exceed 20% of the base allocation amount without prior written approval from the State's Authorized Representative.
- (c) Total Obligation.** The total obligation of the State for all compensation to the Governmental Unit corresponding to Clause 3, Section 3.1(a) of this Agreement shall not exceed \$360,000.00 for each twelve-month period commencing July 1 and ending June 30, a total of \$1,800,000.00 during the Term of Agreement. Funds encumbered for each state fiscal year corresponding to, "Term of Agreement," and which are not paid by the State to the Governmental Unit, will not be carried forward to the subsequent state fiscal year, i.e., cancelled.
- (d) Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 3, Section 3.1(a) above, the State will reimburse Governmental Unit for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless authorized by the State's Authorized Representative.
 - 1) Type 1 HMRT Personnel Costs** An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to twelve (12)-persons [Note: See Clause 2(s) above]. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 2) Additional Wage Costs for Local Callback Personnel**
An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to twelve (12) persons for Type 1 hazmat team. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 3) Vehicle Operating Costs**
Up to \$150.00 per hour for operation costs associated with the State supplied Hazardous Materials Emergency Response vehicle, up to \$100.00 per hour for a hazmat support vehicle; any additional support vehicles will be reimbursed up to \$100.00 per hour (must be

approved prior to use by the State's Authorized Representative).

4) Cost of Consumable Supplies Used

Cost for consumable supplies used shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

5) Costs of Repair or Replacement of Damaged or Destroyed Equipment

Governmental Unit must submit an itemized invoice for actual costs incurred.

6) Communication Costs, including Long Distance and Cellular Telephone Charges

Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Governmental Unit must submit an itemized invoice for actual costs incurred.

7) Administrative Costs Directly Resulting from the Emergency Response

Up to \$500.00 per incident based on actual costs incurred. Governmental Unit may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.

8) Costs Incurred in the Use of Special Equipment

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

9) Costs Associated with Providing Support to Cleanup Operations

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

10) Costs Associated with Providing Standby Technical Assistance

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

11) Other Direct Costs Incurred by the Governmental Unit as a Result of the Emergency Response

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

12) Contracting and Bidding Requirements

Pursuant to Minn. Stat. § 471.345, the Governmental Unit must comply with applicable uniform municipal contracting law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The Governmental Unit must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/>

3.2 Payment.

(a) Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative or designee accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

1) Governmental Unit Compensation [Clause 3, Sections 3.1(a) and (b)]. Governmental Unit shall submit a completed Governmental Unit Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clause 3, Section 3.1(a) and Section 3.1(b) of this Agreement. Governmental Unit shall submit a final invoice, complete with receipts and justifying information, for each twelve-month period of this Agreement no later than July 31 of each year. The State will process

properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.

- 2) Emergency Response Reimbursement [Clause 3, Section 3.1(d)].** Governmental Unit shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must provide sufficient detail corresponding to each category identified in Clause 3, Section 3.1(d) above. The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

REVISION 3. Clause 4, “**Authorized Representatives,**” is amended as follows:

4. Authorized Representatives

The State's Authorized Representative is the person below, or his successor. The State's Authorized Representative, including his designees identified in *Appendix E*, has the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative or his designee will certify acceptance on each invoice submitted for payment.

Name: ~~James G. Smith~~ Daniel Krier, Fire Marshal, State Fire Marshal Division
Address: Department of Public Safety
445 Minnesota Street, Suite 145
Saint Paul, MN 55101
Telephone: ~~651.201.7402~~ 651.201.7201
Email Address: ~~james.g.smith@state.mn.us~~ daniel.krier@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/~~her~~ successor. If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the State in writing/email.

Name: ~~Baron (Butch) Inks~~, Fire Chief Jeramiah Melquist, Assistant Chief
Address: Saint Paul Fire Department
645 Randolph Avenue
Saint Paul, MN 55012
Telephone: 651.224.7811
Email Address: ~~barton.inks@ci.stpaul.mn.us~~ jeramiah.melquist@ci.stpaul.mn.us

REVISION 4. APPENDIX G, “**STATE FIRE MARSHAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM TYPING MATRIX,**” is hereby added to the Agreement.

The Original Agreement and any previous amendments are incorporated into this Amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

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1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT PO No. _____

2. Governmental Unit: City of Saint Paul; Saint Paul Fire Department

The Governmental Unit certifies that the appropriate person(s) has(have) executed this Amendment on behalf of the City as required by applicable articles, laws, by-laws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State: Department of Public Safety; State Fire Marshal

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to the Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

APPENDIX G

STATE FIRE MARSHAL

HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM TYPING MATRIX

COMPONENT	TYPE 1	NOTES
MINIMUM PERSONNEL PER TEAM	8	Not Specified
MANAGEMENT AND OVERSIGHT PERSONNEL PER TEAM	1 - National Incident Management System (NIMS) Hazardous Materials Technician	This NIMS Hazardous Materials Technician functions as team leader.
SUPPORT PERSONNEL PER TEAM	7 - NIMS Hazardous Materials Technician	Team members function in the following roles, as necessary: 1. Hazardous Materials Technician 2. Assistant Safety Officer - Hazardous Materials 3. Hazardous Materials Technical Reference Specialist
CAPABILITY PER TEAM	All hazards, including WMD	
FIELD PRESUMPTIVE TESTING AND PUBLIC SAFETY SCREENING CAPABILITIES PER TEAM	Capable of presumptive testing, identification, and classification of known chemical substances using a variety of sources to identify associated chemical and physical properties, PLUS: Identification and classification of unknown substances using a variety of advanced chemical and radiological detection devices PLUS: Responds to unknown or suspected WMD materials and substances using specialized detection equipment	Tools include printed and electronic reference resources, safety data sheets, field testing kits, specific chemical testing kits, chemical testing strips, data derived from detection devices, and air monitoring instruments.
ATMOSPHERIC AIR MONITORING CAPABILITIES PER TEAM	Ability to use devices to detect the presence of known gases or vapors, including the ability to monitor for oxygen deficiency percentage, flammable atmosphere LEL, CO, H ₂ S, PLUS: Ability to use advanced detection equipment to detect the presence of known or unknown gases or vapors; PLUS: Advanced detection and monitoring capabilities, including ability to use WMD detection instruments	Not Specified
SAMPLING CAPABILITIES PER TEAM	Ability to perform the following activities with known toxic industrial chemicals or toxic industrial materials, according to established protocols: standard sampling, collection, containerizing, labeling, and preparation for transportation and distribution, including standard environmental sampling procedures for lab analysis 1. Ability to sample, collect, containerize, label, and prepare to transport unknown	Not Specified

	toxic industrial chemicals or toxic industrial materials—both liquid and solid—in accordance with standard collection and chain of custody protocols Ability to collect, handle, and track samples to be used as evidence Ability to use special resources that may be required for collecting air samples and handling biological materials	
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COMPONENT	TYPE 1	NOTES
SUBSTANCE DETECTION AND MONITORING EQUIPMENT PER TEAM	1. Tools for testing chemical substances to identify chemical and physical properties, including: 2. Basic testing equipment and supplies, such as chemical testing kits and testing strips 3. Direct-reading instruments, such as multi-gas meters to include O₂, LEL, H₂S, and CO sensing capabilities, at minimum 4. Photoionization detector (PID), with parts-per-million (ppm) sensitivity, at minimum 5. Radiological detection instruments, such as beta and gamma radiation detection and survey monitors 6. Printed and electronic reference resources 7. Safety data sheets 8. Personal dosimeter (for each team member) 9. Intermediate testing equipment, such as Fourier transform infrared (FTIR) spectroscopy or Raman spectroscopy devices 10. Intermediate volatile organic compound (VOC) instrument, with parts- per-billion (ppb) sensitivity, at minimum 11. Intermediate radiological detection instruments, such as alpha radiation detection monitors with survey capabilities 12. Advanced testing instruments, such as gas chromatography and mass spectrometry devices 13. Advanced direct-reading instruments for perimeter air monitoring, such as surface acoustic wave (SAW) or nanotechnology devices 14. Advanced radiological detection instruments, such as x-ray and neutron detection monitors and isotope identification instruments	Not Specified
RADIATION DETECTION AND MONITORING CAPABILITIES PER TEAM	1. Ability to accurately interpret readings from beta and gamma radiation detection devices 2. Ability to conduct a geographical survey search for suspected radiological sources or contamination spread 3. Ability to detect and survey for alpha, beta, and gamma radiation 4. Ability to identify and establish exclusion zones 5. Ability to identify some but not all radionuclides, including neutron detection 6. Ability to conduct environmental and personnel surveys 7. Possession of accumulative self- reading dosimetry (for each survey team member)	Not Specified

COMPONENT	TYPE 1	NOTES
PERSONAL PROTECTIVE EQUIPMENT (PPE) PER TEAM MEMBER	- Complete CPC ensembles, including: - Suit (encapsulating or non-encapsulating jumpsuit, multipiece; specifications depend on level of protection required) - Boots - Gloves - Liquid splash protection - Self-contained breathing apparatus (SCBA) or other respiratory protection, as appropriate PLUS: - Vapor-protective chemical protective clothing (CPC) - WMD-compliant CPC	Liquid splash protection must comply with NFPA 1992 standards. Vapor-protective CPC and flash-fire vapor-protective CPC must comply with NFPA 1991. Protective ensembles for first responders to WMD terrorism incidents must comply with NFPA 1994. Respiratory protection, including SCBA or air purifying respirator (APR), complies with Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) Part 1910.120: Hazardous Waste Operations and Emergency Response, and Part 1910.134: Respiratory Protection.
TECHNICAL REFERENCE CAPABILITIES PER TEAM	- Ability to access and use various databases, chemical substance data repositories, other guidelines and safety data sheets (print or electronic), standalone computer programs, and data available via telecommunications - Ability to interpret data collected from electronic devices and chemical testing procedures and select a response option - At minimum, access to technical references or outsourced reach-back capabilities and at least one source of air modeling with map overlay capabilities - Access to WMD references, databases, or reach-back assistance	Not Specified
INCIDENT INTERVENTION CAPABILITIES PER TEAM	- Ability to use a mechanical means of intervention and product control, such as plugging, patching, off-loading, and tank stabilization, along with environmental means such as adsorption, absorption, dams, dikes, and booms - Access to an assortment of hand tools - Advanced capabilities, including the ability to intervene and confine/control incidents involving WMD materials - Ability to use a chemical means such as neutralization and encapsulation of known and unknown chemicals, along with	Hand tools may include hammers, wrenches, pliers, screwdrivers, bung wrenches, shovels, wrecking bars, drum upenders, chisels, punches, and so on.

COMMUNICATIONS EQUIPMENT PER TEAM	mechanical means (pneumatic and standard patching systems)—including specially designed kits for controlling leaks in large atmospheric or pressurized containers	
	1. 8 handheld two-way portable radios 2. 2 smartphones 3. Color printer 4. Wireless data communications with stand-off 5. 2 laptop computers 6. Long-range optics 7. Portable weather station 8. Satellite data and voice service 9. GPS tracking and mapping	Personnel using CPC must be able to communicate appropriately and safely with each other.
DECONTAMINATION CAPABILITIES PER TEAM	Ability to support all team decontamination needs	

COMPONENT	TYPE 1	NOTES
DECONTAMINATION SUPPLIES PER TEAM	Range of supplies and equipment for conducting decontamination, commensurate with the mission assignment	Not Specified