City of Grand Island

Tuesday, March 12, 2019

Council Session

Item G-3

#2019-85 - Approving Revised Memorandum of Understanding with Nebraska Emergency Management Agency (NEMA) for Hazardous Material Response Team

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: March 12, 2019

Subject: Memorandum of Understanding

Presenter(s): Cory Schmidt, Fire Chief

Background

The Grand Island Fire Department entered into an agreement with the State of Nebraska by and through the Nebraska Emergency Management Agency (NEMA) via a memorandum of understanding (MOU) in June 2002. The MOU provided a means for the City to receive funds for specialized training and equipment in exchange for participating in a hazardous material response group. Grand Island Fire Department is one of ten statewide regional hazardous material teams in Nebraska.

Discussion

NEMA has updated the MOU and asked that the Grand Island Fire Department sign the updated document. The primary benefits are consistent with the previous MOU which includes training and equipment reimbursement in exchange for assistance in a hazardous material emergency anywhere in the state. This MOU provides for the reimbursement of personnel costs and the replacement of supplies and equipment used during any deployment ordered by NEMA.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the signing of the MOU.

Sample Motion

Move to approve the MOU between the Nebraska Emergency Management Agency and the Grand Island Fire Department related to hazardous material response within the State of Nebraska.

ADMINISTRATIVE AND OPERATIONAL-
AGREEMENT FOR
HAZARDOUS MATERIALS
RESPONSE SERVICES

Between

THE STATE OF NEBRASKA, ACTING BY AND THROUGH
THE NEBRASKA EMERGENCY MANAGEMENT AGENCY

And

GRAND ISLAND FIRE DEPARTMENT

STATE OF NEBRASKA
PETE RICKETTS, Governor

DARYL BOHAC
Major General
THE ADJUTANT GENERAL

[Date of Signatures]

TABLE OF CONTENTS

1.0 Agreement Type 1

1.1 Recitals 1

1.2 Agreement Term 1

2.0 Definitions 1

2.1 Statement of Work 2
- 2.1.1 Services to be provided by Service Provider
- 2.1.2 Compliance with Regulatory Requirements
- 2.1.3 Personnel
- 2.1.4 Vehicles and Equipment
- 2.1.5 Right of Refusal
- 2.1.6 Standard Operating Guidelines

2.2 Service Provider Compensation 2
- 2.2.1 Routine Costs
  - Specialized Training Expenses
- 2.2.2 Team Response Costs
  - Personnel Response Costs
  - Emergency Expenses
- 2.2.3 Billing System
  - Billing for Personnel/Incidents not meeting State Criteria
- 2.2.4 Prior Approval

2.3 Retirement System Status 4

2.4 Assignments/Service Providers 5

2.5 Successors in Interest 5

2.6 Compliance with Government Regulations 5

2.7 Force Majeure 5

2.8 Scope of Liability 5
- 2.8.1 Scope
- 2.8.2 Notifications

2.9 Indemnification 6

2.10 Severability 6

2.11 Amendments 6

2.12 Dual Payment 6

2.13 Insurance Coverage 6
- 2.13.1 Workers' Compensation
- 2.13.2 Comprehensive or Commercial General Liability

2.13.3 Automobile Liability

2.14 Governing Law; Venue; Consent to Jurisdiction 6

2.15 Termination 7
2.15.1 Default

2.16 Approval Authority.....7

2.17 Written Notifications 8

2.18 Merger.....8

2.19 Remedies.....8

2.20 Equal Opportunity 8

Approving Signatures 9

APPENDICIES

Appendix 1 – Governor's Emergency Fund Guidelines for Public Officials
Hazardous Materials Assistance Program dated January 2018 10

Appendix 2 – Letter of Agreement for SERT Activation.....14

Appendix 3 – Daily Activity Report Labor 16

Appendix 4 – Daily Activity Report Equipment 17

Appendix 5 – Daily Activity Report Materials and Contracts.....18

ADMINISTRATIVE AND OPERATIONAL AGREEMENT FOR HAZARDOUS MATERIALS RESPONSE SERVICES

General Agreement Information

Agreement Type: This agreement ("Agreement") is between the State of Nebraska, acting by and through the Nebraska Emergency Management Agency (hereinafter "NEMA") and the Grand Island Fire Department (hereinafter "Service Provider") for the provision of hazardous materials emergency response services as described herein and authorized of Neb. Rev. Stat. §§ 81-829.52 to 81-829.55 under the Nebraska Emergency Management Act, Neb. Rev. Stat. §§ 81-829.36 to 81-829.75 (2008).

1.1 Recitals: In order to protect life and property against the dangers of emergencies involving hazardous materials, NEMA may assign and make available for use in any county, city or district, any part of a hazardous materials emergency response team.

NEMA desires to enter into this Agreement to establish Service Provider as a State Emergency Response Team (hereinafter "SERT"), and Service Provider desires to be so designated and to enter into this Agreement.

1.2 Agreement Term: Unless otherwise extended by written agreement duly executed by the parties, this Agreement shall commence on the last required signature. This agreement shall be reviewed annually no later than September 30 of each year by NEMA and the Service Provider in order to propose necessary changes.

Standard Agreement Terms and Conditions

2.0 Definitions:

"Service Provider" means the local government entity by which the service or services will be performed under this Agreement, including those agencies acting under an approved inter-governmental / agency agreement**.**

"Emergency Response" means:

a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
b. First aid, rescue or medical services that may be required as the result of a spill or release or threatened spill or release of hazardous materials;
c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

"Emergency Response Costs" means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, expenses that result from the assessment and emergency

phases of the response activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

"Hazardous Materials" as defined in Title 49 of the Code of Federal Regulations, Subtitle B, Chapter 1, Subsection C means a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in part 173 of subchapter C of this chapter.

"Incident" means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

"Intergovernmental Agreement" means an agreement between an agency or agencies and one or more units of local government of the State of Nebraska.

"Local Government Agency" means a city, county, or subdivision thereof.

"State Emergency Response Team" (SERT) means, for the purpose of this Agreement, means the activation of a hazardous materials response team to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A SERT operates within the limits set out in the Neb. Rev. Stat. §§ 81-829.52 through 81-829.55 of the Nebraska Emergency Management Act, which is incorporated herein by this reference.

2.1 Statement of Work:

2.1.1 Services to Be Provided by Service Provider: During the term of this Agreement, the Service Provider agrees to provide emergency hazardous material response services. Service Provider response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials emergency response. Service Provider shall, if necessary, provide any services with respect to the sampling, testing and analysis, remediation, and monitoring of a hazardous material in order to stabilize the incident.

Service Provider personnel shall perform only those actions and duties for which they are trained and equipped.

2.1.2 Compliance with Regulatory Requirements: Service Provider certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements including, by not limited to, the Occupational Safety and Health Standards (OSHA), 29 CFR Part 1910(a) and the Environmental Protection Agency (EPA), 40 CFR Part 311.

2.1.3 Personnel:

a. Service Provider shall provide a hazardous materials team consisting of a minimum of six (6) hazmat technicians on staff, who are trained, medically monitored, competent, and supervised hazardous materials technician level personnel as is necessary to operate within the safety levels as defined in OSHA, 29 CFR 1910(a) and EPA, 40 CFR Part 311. Service Provider shall have adequate personnel on scene prior to conducting required mitigating operations for the hazard(s) present.

b. In order to receive State/Federal preparedness funds, Service Provider must meet set training standards. NEMA has established the following as a minimum training standard: team members shall have completed the Department of Homeland Security (DHS) approved eighty (80) hours hazmat technician course provided by NEMA or an equivalent course provided by the Environmental Protection Agency (EPA), or another partner in the DHS Training Consortium. Equivalent courses must be pre-approved by the Assistant Director or his/her designee if Service Provider is seeking attendee to remain on team roster.

c. New department members or members who have completed a certified course five (5) years prior to the effective date of this Agreement, must complete a total of forty (40) hours of hazmat specific training over a five year period. The training hours shall be calculated on a rolling basis for each department member. Failure to comply with this training standard will result in termination of the Agreement in accordance with Section 2.15.1 below.

d. Service Provider shall submit a list of hazmat-related training to NEMA no later than the 10th day of January of each year. Records should indicate current training level of personnel, any new training certifications, evidence of current medical monitoring and physical fitness in accordance with Service Provider policy, and any other necessary supporting documentation requested by NEMA. Failure to comply with this requirement may result in termination of the Agreement in accordance with Section 2.15.1 below.

2.1.4 Vehicles and Equipment: Service Provider may utilize such vehicles and equipment as it has currently available. Service Provider shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment.

2.1.5 Right of Refusal: NEMA recognizes that the obligations of the Service Provider in its own jurisdiction are paramount. If, on occasion, a response under this Agreement would temporarily place an undue burden on the Service Provider because Service Provider resources are otherwise limited or unavailable within the Service Provider Primary Response Area, and if prior or immediate notice has been provided to the NEMA Watch Officer, the Service Provider may decline a request for a response.

2.1.6 Standard Operating Guidelines: Service Provider and NEMA agree that response operations will be conducted in accordance with the Standard Operating Guidelines as reviewed and recommended by the Hazmat Teams and the Nebraska Hazardous Incident Team (NHIT) Advisory Group and as mutually approved by the parties to this Agreement.

2.2 Service Provider Compensation: There are two types of Service Provider compensation under this Agreement: (1) Service Provider routine costs and (2) Service Provider team response costs. Each of these terms is discussed more fully below.

2.2.1 Service Provider Routine Costs: Service Provider shall be compensated by NEMA under this Agreement for its NEMA approved routine costs. Such routine costs may include:

Specialized Training Costs: NEMA will provide advanced training and education to Service Provider employees if approved by NEMA in advance. All such training and the selection of training/training providers must comply with all federal, state and local rules and regulations including those outlined in Section 2.1.3.

2.2.2 Service Provider's Team Response Costs: Service Provider shall be compensated by NEMA under this Agreement for approved team response costs. Such Team response costs may include, but are not limited to, the following:

Compensation for Service Provider Personnel Response Costs: Compensation for Service Provider personnel response costs**,** which are approved and authorized under this Agreement, will be reimbursed in accordance with the Governor's Emergency Fund Guidelines for Public Officials dated January 2018. A copy of the guidelines is attached hereto as Appendix 1, and incorporated herein by this reference. Personnel costs will be reimbursed pursuant to the current rules and personnel codes of the responding department. Personnel costs will be set out in a State Emergency Response Team (SERT) Letter of Agreement. A sample copy of a SERT letter of agreement is attached hereto as Appendix 2, and incorporated herein by this reference.

Emergency Expenses: Necessary and reasonable emergency response costs related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Service Provider. Original receipts must be submitted with the response billing. The Team Leader or authorized Service Provider representative will seek prior approval of Service Provider emergency expenses exceeding $250.00. Service Provider's claim for reimbursement must clearly document the nature of the purchases and the extent of the emergency expenditures. NEMA reserves the right to deny any payment of unjustifiable Service Provider expenditures.

2.2.3 Billing System: If Service Provider deploys by any means other than assignment through NEMA, Service Provider forfeits compensation through the Governors Emergency Fund and/or other State funding. Service Provider shall submit an expenditure report and invoice to NEMA within thirty (30) days of the response. Service Provider's claim for reimbursement shall contain such documentation as is necessary to support NEMA cost-recovery operations and financial audits. A sample copy of a Daily Activity Report Labor, Daily Activity Report Equipment & Daily Activity Report Materials & Contracts are attached hereto as appendixes 3, 4 & 5 respectfully and incorporated herein by this reference.

Team emergency response costs include such items as vehicle and equipment use, expendables, and personnel costs. Documentation will be maintained by the Team Leader and sent to NEMA upon request.

Billing for Personnel/Incidentals Not Meeting State Response Criteria: If Service Provider incurs bills for personnel or any other incidental costs as a result of responding to a local response which did not meet state authorized response criteria, it will be the Service Provider's sole responsibility to recover those costs.

2.2.4 Prior Approval: Service Provider, while acting under this Agreement, may not respond to an emergency involving hazardous materials without notification to NEMA pursuant to paragraph 2.8.2. Approval by NEMA's Assistant Director constitutes NEMA's agreement to pay Service Provider team emergency response costs. Service Provider agrees to make reasonable and good faith efforts to minimize responsible party and/or NEMA expenses. If activated as a SERT, Service Provider agrees to not seek reimbursement from outside parties.

2.3 Retirement System Status: Service Provider is not entitled under this Agreement to any public employee's retirement system benefits and will be responsible for payment of any applicable federal or State taxes. Service Provider is not entitled under this Agreement to any benefits for payments of federal Social Security or employment insurance.

2.4 Assignments/Subcontracts: Service Provider shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of NEMA.

2.5 Successors in Interest: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

2.6 Compliance with Government Regulations: Service Provider agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the services performed under this Agreement.

2.7 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war, which is beyond that party's reasonable control.

2.8.1 Scope of Liability: During operations authorized by this Agreement, Service Provider and Service Provider's SERT employees shall be protected and defended from liability under Neb. Rev. Stat. §§ 81-829.52 to 81-829.55. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material. Operations also include advanced training activities provided under this Agreement to the Service Provider's Team employees, but do not include travel to and from the training.

2.8.2 Notification of Potential Claim: Service Provider shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

Nebraska Emergency Management – Assistant Director
2433 NW 24th Street
Lincoln, Nebraska 68524
1-877-297-2368

2.9 Indemnification: When performing operations not authorized under Neb. Rev. Stat. §§ 81-829.52 to 81-829.55, while using the State's vehicles, equipment, procedures, or training, the Service Provider shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Service Provider, its officers, agents or employees, subject to the State Tort Claims Act, § 81-8,209 et seq.

2.10 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

2.11 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of NEMA and Service Provider or until such time as the Agreement expires as provided in Section 1.2 Agreement Term.

2.12 Dual Payment: Service Provider shall not be compensated for work performed under this Agreement by any state agency or responsible person(s).

2.13 Insurance Coverage:

2.13.1 Worker Compensation: Service Provider and all employers working under this Agreement are subject to the Nebraska Workers' Compensation Law and shall comply with Neb. Rev. Stat. 81-829.54(b).

2.13.2 Comprehensive or Commercial General Liability: Service Provider shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured Service Provider, covering personal injury and property damage.

2.13.3 Automobile Liability: Service Provider shall obtain and keep in effect automobile liability insurance or its equivalent for self-insured Service Provider, for their respective vehicle(s) during the term of this Agreement.

2.14 Governing Law; Venue; Consent to Jurisdiction: This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of laws. Any claim, action, suit or proceeding between NEMA (and any other agency or department of the State of Nebraska) and Service Provider that arises from or relates to this Agreement shall be brought and conducted

solely and exclusively within the District Court of Lancaster County for the State of Nebraska; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Nebraska. In no event shall this section be construed as a waiver by the State of Nebraska of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Service Provider, by execution of this Agreement, hereby consents to the in personam jurisdiction of said courts.

2.15 Termination: This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

NEMA or Service Provider may terminate this Agreement at will effective upon delivery of written notice to the Service Provider or NEMA, or at such later date as may be established by NEMA or Service Provider, under any of the following conditions:

a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for payment of costs under the terms of this Agreement. The Agreement may be modified to accommodate a reduction in funding.
b. If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments by this Agreement.
c. If any license or certification required by law or regulation to be held by the Service Provider to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2.15.1 Default: NEMA or Service Provider, by written notice of default (including breach of contract) to the other party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

a. If the other party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,
b. If the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

2.16 Approval Authority: Service Provider representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local governmental entity.

2.17 Written Notifications: Any written notifications required for the administration of this Agreement shall be sent to the following:

Nebraska Emergency Management Agency
2433 NW 24th Street
Lincoln, Nebraska 68524

Grand Island Fire Department
100 East 1st Street
Grand Island, Nebraska 68801

2.18 Merger; Waiver: This Agreement and the attached exhibits and addenda constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary state and local approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of NEMA to enforce any provision of this Agreement shall not constitute a wavier by NEMA of that or any other provision.

2.19 Remedies: In the event that either party violates any term or condition under this Agreement, NEMA shall have all remedies available to it under law, in equity, and under this Agreement.

2.20 Equal Opportunity: Service Provider agrees to comply with the provisions of the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125, which prohibits Service Provider and its Service Providers from discriminating against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability or national origin.

Approving Signatures:

On Behalf of the State of Nebraska,

Dated this _____ day of _____, 2019

_____

MG Daryl Bohac
Nebraska Adjutant General
2433 NW 24th Street
Lincoln, NE 68524

On Behalf of_____

Dated this _____ day of _____, 2019

Signature_____
Printed Name_____
Title_____
Address_____
City_____**Zip**_____

On Behalf of_____

Dated this _____ day of _____, 2019

Signature_____
Printed Name_____
Title_____
Address_____
City_____**Zip**_____

On Behalf of_____

Dated this _____ day of _____, 2019

Signature_____
Printed Name_____
Title_____
Address_____
City_____**Zip**_____

Hazardous Materials Assistance Program

I. This guidance will establish a framework by which a State hazardous materials resource would support the needs of Rural Fire Protection Districts in the detection, surveillance and containment of a hazardous materials event under the Authorities of the Governor at the time of a state disaster declaration.

II. Authority

A. Neb. Rev. Stat. § 81-829.52 to § 81-829.55 authorizes the Adjutant General, upon authorization by the Governor, to establish a State Emergency Response Team (SERT) to; reinforce emergency management organization in disaster stricken areas or in anticipation of a disaster, provide technical expertise or specialized skills to a disaster area, and ensure the public is served in a timely and efficient manner.

B. 81-829.42 (6) If aerial fire suppression or hazardous material response is immediately required, the Adjutant General may make expenditures of up to twenty-five thousand dollars ($25,000) per event without a state of emergency proclamation issued by the Governor.

III. Hazardous Materials Response

A. Nebraska Hazardous Incident Team (NHIT)

1. The NHIT is made up of personnel from the Nebraska State Patrol (NSP), Nebraska State Fire Marshal (NSFM) and Nebraska Department of Environmental Quality (NDEQ).

2. Their purpose is to assist local fire protection districts with technical assistance in the detection and surveillance of a hazardous material spill. They can provide an analysis of the scene, and in collaboration with on-scene agencies, advise the Incident Commander on the need to request additional resources. When sufficiently staffed and equipped, the NHIT may enter the hot zone to mitigate the incident.

3. To request members of the NHIT call the Nebraska State Patrol who will dispatch the closest members of the team.

4. Members of the NHIT are employees of their respective State agencies and any response by the NHIT is the responsibility of the responding agency.

B. State Emergency Response Team (SERT) under 81-829.42(6)

1. Upon order of the Governor the Adjutant General is authorized to establish a SERT. NEMA has signed local agreements with ten (10) hazmat teams in anticipation of the need for such a response. This shall not take precedence over or deter from any mutual aid agreements already in place at the local level between fire departments.

2. To request a SERT call the closest MOU Hazardous Materials (hazmat) team. It is the responsibility of the local Incident Command or their designee to:

    a. Call NEMA to advise them of the request for the team

    b. Call the local Emergency Manager, advise them of the incident, that a hazmat team has been requested and request the local EM complete and send an Incident Status Report (ISR) to NEMA.

    c. When the hazmat team arrives on scene use the check-in/check-out sheet (ICS 211) or similar resource tracking method.

    d. Request an approximate cost per hour from the hazmat team leader and keep track of the dollars obligated. Any costs of twenty-five thousand dollars ($25,000) will be the responsibility of the local jurisdiction unless all three of the following conditions are met:

        i. NEMA has been advised of the need for the hazmat team to remain at the scene,

        ii. A local state of emergency has been declared, and

        iii. The Governor's Office has approved continued funding of the response by issuing a Proclamation of a State Declaration of Emergency.

        iv. **Be aware that a request for a State Declaration to continue the use of the Governor's Emergency Fund for the hazmat team response is NOT guaranteed even when conditions i and ii above are met.**

e. When the hazmat team demobilizes, complete the daily check-out portion of the check-in/check-out form/resource tracking software to include the time of demobilization for each element of the team.

f. Receive, review, and approve the hazmat team's bill with the required backup documentation and send it to NEMA within 30 days of the closure of the incident to the Recovery Section Manager.

3. Under State law and regulations, if NEMA does not receive the documentation identified in paragraphs d, e and f, NEMA will not be able to reimburse the hazmat team and the payment will become the responsibility of the requesting local jurisdiction.

4. The list of the ten designated hazmat teams is in the "Emergency Assistance to a Hazardous Materials Spill" (Blue Book). The Blue Book may be found online at https://nema.nebraska.gov/sites/nema.nebraska.gov/files/doc/hazmat-blue-book.pdf

C. 72nd Civil Support Team (CST)

1. 72nd Civil Support Team is an asset of the Nebraska National Guard. It is a trained hazardous material team that deals in the detection and surveillance of a suspected nuclear, biological, chemical or radiological (NBC/R) event in support of a local Incident Commander.

2. The CST is deployed through the State Emergency Operations Center by the Nebraska Emergency Management Agency (NEMA) under authorities and direction of the Office of the Governor. Deployment of the CST must have the approval of the Adjutant General, The National Guard Bureau (NGB) and the Governor. The CST deployment authorizations are coordinated through NEMA and NGB Domestic Operations.

D. CBRNE Enhanced Response Force Package (CERFP)

1. The mission of the CERFP is to respond to a chemical, biological, radiological and nuclear (CBRN) incident and assist local, state and federal agencies in conducting consequence management by providing capabilities to conduct patient decontamination, medical triage, fatality search and recovery, stabilization and casualty search and extraction.

2. The CERFP is regional response team with members from both Army and Air National Guard. There are 200+ personnel who are trained to a minimum of awareness level. Specialty training includes incident command, decontamination and search and recovery.

Appendix 2
Letter of Agreement

State Emergency Response Team Letter of Agreement Between
NEMA and Grand Island Fire Department

1. Due to an incident declared by the Governor of Nebraska as a Disaster on (Date)_____, The Adjutant General is appointing Grand Island Fire Department as a State Emergency Response Team under RRS81-829.52-55 for the purpose of (Explain mission of the team) _____.

2. (Team Leader's Name) _____ is named as the Team Leader and will maintain a daily roster of team members and ensure the proper fiscal and programmatic records are kept for the team.

3. The team will report to (Incident Commander) _____ at (Location) _____ and be assigned to (mission) _____.

4. All purchases of materials for the teams use will be recorded in the forms attached to this letter. Materials for the use of the team will be procured as follows:

   a. Disposable products not available on scene through the Incident Command System may be purchased up to $250.00 without prior approval from NEMA. Purchases over this amount require approval for reimbursement. NEMA will require copies of invoices for each purchase.

   b. Durable goods not available through the Incident Command System must be approved by NEMA

      1) NEMA may choose to purchase the goods directly and supply them to the team, or

      2) NEMA may choose to authorize the Team Leader to purchase the goods. All purchases must be recorded and back-up documentation kept as part of the Teams record keeping.

      3) Durable goods purchased for the team remain the property of NEMA following the response.

5. Records of personnel, materials and equipment used must be kept by the SERT using the forms attached to this letter. The package of forms and back-up documentation will be turned into NEMA's Public Assistance Office following the team's demobilization. Payment will be made based on these records.

6. Documentation for the deployment must be kept by the team for three years after the incident is closed by NEMA for a State Disaster or FEMA for a Federal Disaster. The Team will be notified by NEMA when the documentation can be destroyed.

7. The date and time of demobilization will be determined by the NEMA Assistant Director in coordination with the impacted jurisdiction's officials and the Incident Commander.

8 Payments for the Team will be as follows (Keep the paragraphs that apply):

a. Salary:

NEMA will reimburse the Team's home jurisdiction for salaries, overtime and backfill.

NEMA will reimburse the Team's Agency/Department for team members at a rate of (put rate here for volunteers named to a team) _____.

b. Lodging:

NEMA will make arrangements and direct bill lodging for team members. NEMA will reimburse team members for lodging from original invoices for the lodging.

c. Meals:

NEMA will reimburse team members at the State's usual rate for meals, team members will need to submit original detailed receipts of amounts and location of meals for reimbursement.

NEMA will make arrangements with (name of establishment) to provide meals for team members.

9. Special Considerations:

Signed/Date for NEMA

Signed/Date for the SERT

_____

_____

Appendix 3
Daily Activity Report (Labor)

Applicant Name:	**Date:**
Jurisdiction:	**Disaster:**

Name	Job Title	Hours		Rate	Amount	Total
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Total Hours			Total Amount	
					Overtime Total	

16

Appendix 5
Materials and Contracts

Applicant Name:	**Date:**
Jurisdiction:	**Disaster:**

Equipment Description	Operator's Name	Hours	Rate	Total
		Daily Equipment Total		

17

Applicant Name:			**Date:**	
Jurisdiction:	**Disaster:**			
Materials / Contract Description	**From or With (Company Name)**	**Invoice #**	**Invoice Date**	**Total**
		Materials/Contract Totals		

R E S O L U T I O N 2019-85

WHEREAS, on June 11, 2002, the Grand Island Fire Department entered into a Memorandum of Understanding (MOU) with the Nebraska Emergency Management Agency (NEMA); and

WHEREAS, the MOU allows fire department personnel to participate in a statewide hazardous material response group; and

WHEREAS, the updated agreement provides for reimbursement to the City of Grand Island for personnel costs and the replacement of equipment and supplies used during a hazardous material response team activation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the revised agreement between the Grand Island Fire Department and NEMA is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 12, 2019.

_____
Roger Steele, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
March 8, 2019 ¤ City Attorney