



State of Minnesota

Joint Powers Agreement

SWIFT Contract No. 270655

This Agreement is 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 Marshall**, acting on behalf of its Fire Department, 201 East Saratoga Street, Marshall, Minnesota 56258 ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of multiple Hazardous Materials Response Teams located throughout Minnesota to provide local jurisdictions and Incident Command with technical expertise in the following but not limited to: plume modeling; mitigation procedures; hazard identification; and emergency response with technical specialists and equipment to an incident.

Agreement

1. Term of Agreement

- 1.1 Effective Date: July 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Governmental Unit will:

- (a) Respond to hazardous material incidents occurring in the team'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 on an annual basis, 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 3-5 team personnel and accompanying equipment to a hazardous materials incident within fifteen (15) minutes 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. Governmental unit will ensure all emergency response vehicle(s) and equipment are in operational condition and ready for activation whether owned by the Governmental Unit or given custody by the State. All State funded vehicle(s) and equipment remain the property of the State but shall remain in the custody and control of Governmental Unit. Custody of equipment and vehicle(s) from State to Governmental Unit is mutually beneficial to the State's and Governmental Unit's emergency response mission. State property is to be used primarily for official Governmental Unit business; other use is permitted so long as it does not impact mission or operational readiness. Governmental Unit is solely responsible for properly securing and the care and maintenance of all State equipment including providing insurance coverage as required by the State adequate to cover liability and physical damage. Governmental Unit will notify the State if response vehicle(s) or equipment is not available for emergency response. State owned equipment will be returned to the State once it is no longer being used by the Governmental Unit, or at the expiration of this Agreement.
- (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 non-typed Hazardous Materials Response Team in accordance with Appendix G, including an emergency response availability of three to five (3-5) 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 non-typed resource; 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.

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 **Eighty-Five Thousand and 00/100 Dollars (\$85,000.00)** 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. The total amount payable corresponding to Clause 3, Section 3.1(a), shall not exceed \$85,000.00 during each twelve-month period commencing October 1 and ending September 30 of the following year.
- (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 \$85,000.00 for each twelve-month period commencing July 1 and ending June 30. 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) **Non-Typed HMRT Personnel Costs** An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) 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 five (5) persons for non-typed 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 October 30 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.

4. Authorized Representatives

The State's Authorized Representatives include the person below, or his successor, and those designees identified in Appendix E. The State's authorized representatives have 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: Daniel Krier, State Fire Marshal
Address: Department of Public Safety
445 Minnesota Street, Suite 145
Saint Paul, MN 55101
Telephone: 651-201-7201
Email Address: Daniel.krier@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his 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: Quentin Brunsvold, Fire Chief
Address: Marshall Fire Department
201 East Saratoga Street
Marshall, MN 53258
Telephone: 507-530-7623
Email Address: quentin.brunsvold@ci.marshall.mn.us

5. Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of agreement or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of precedence.

7. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to

appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EveryfySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Indemnification; 7. State Audits; 8. Government Data Practices; and 9. Venue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

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 Purchase Order No. _____

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

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Governmental Unit: City of Marshall; Marshall Fire Department

The Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

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 A

PRIMARY RESPONSE AREA

The Governmental Unit's primary response area is described as follows:

The entire Minnesota counties of: Big Stone, Swift, Lac qui Parle, Chippewa, Yellow Medicine, Renville, Lyon, Redwood, Pipestone, Murray, Cottonwood, Rock, Nobles, Jackson

APPENDIX B

SECONDARY RESPONSE AREA

The Governmental Unit's secondary response area is described as follows:

The entire State of Minnesota

APPENDIX C

NORMAL GEOGRAPHIC JURISDICTION

The Governmental Unit's normal geographic jurisdiction is described as follows:

The corporate limits of Marshall, MN

APPENDIX D

POINT-OF-CONTACT FOR TEAM DISPATCHING

The Governmental Unit's single point-of-contact for purposes of State Hazardous Materials Response Team dispatching is described as follows:

Lyon County Dispatch Center

24-hour emergency telephone number: 507-537-7000

APPENDIX E

DESIGNEES OF STATE'S AUTHORIZED REPRESENTATIVE

State's Authorized Representative:

Dan Krier, Fire Marshal

Designees of State's Authorized Representative:

John Kreuser, State Emergency Response Teams Coordinator

Jodie Ryan, State Emergency Response Teams Supervisor

Tate Mills, Chief Deputy of Operations

Authority of Designees:

Clause 3, Section 3.1(b)	Authorization to approve increase of Governmental Unit's budgeted administration costs more than 20%
Clause 3, Section 3.1(d)	Authorization to approve "Emergency Response Reimbursement" claims in excess of \$5,000.00
Clause 4	Authorization to certify (approve) acceptance on each invoice submitted by Governmental Unit corresponding Clause 3, Section 3.1(a), Compensation
Clause 4	Authorization to certify (approve) acceptance on each claims form submitted by Governmental Unit corresponding to Clause 3, Section 3.1(d), Emergency Response Reimbursement
Clause 8	Authorization to give instructions to the Governmental Unit concerning release of data

to a requesting third party prior to the data
being released

The undersigned hereby delegates the authorities listed above to those persons identified as
Designees of State's Authorized Representative. These authorities are delegated until
revoked in writing.

By: _____
Date: _____

Dan Krier, Fire Marshal
State Fire Marshal

APPENDIX F

PRIMARY AND ALTERNATE REPRESENTATIVES TO THE HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM

The Governmental Unit's primary and alternate representatives to the Hazardous Materials Regional Response Team are as follows:

Primary Representative:

Quentin Brunsvold

Telephone: 507-530-7623

Email Address: quentin.brunsvold@ci.marshall.mn.us

Alternate Representative:

Brian Swalboski

Telephone: 507-828-9868

Email Address: brian.swalboski@ci.marshall.mn.us

APPENDIX G

STATE FIRE MARSHAL

HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM TYPING MATRIX

COMPONENT	Minnesota Non-Typed Resource	NOTES
MINIMUM PERSONNEL	3-5	Team may be augmented by FROs from within its respective department and/or from a mutual aid partner. * A non-typed team may integrate into mitigation/hot zone operations once a Type III, II or I HMRT arrives on scene. *
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	2-3 - NIMS Hazardous Materials Technician	
CAPABILITY PER TEAM	Known chemicals	
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	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 lower explosive limit (LEL), carbon monoxide, and hydrogen sulfide	
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	

COMPONENT	Minnesota Non-Typed Resource	NOTES
SUBSTANCE DETECTION AND MONITORING EQUIPMENT PER TEAM	<p>Tools for testing chemical substances to identify chemical and physical properties, including:</p> <ol style="list-style-type: none"> 1. Basic testing equipment and supplies, such as chemical testing kits and testing strips 2. Direct-reading instruments, such as multi-gas meters to include O₂, LEL, H₂S, and CO sensing capabilities, at minimum 3. Printed and electronic reference resources 4. Safety data sheets 5. Personal dosimeter (for each team member) 	
COMPONENT	Minnesota Non-Typed Resource	NOTES
PERSONAL PROTECTIVE EQUIPMENT (PPE) PER TEAM MEMBER	<ol style="list-style-type: none"> 1. Complete CPC ensembles, including: <ol style="list-style-type: none"> a. Suit (encapsulating or non-encapsulating jumpsuit, multipiece; specifications depend on level of protection required) b. Boots c. Gloves 2. Liquid splash protection 3. Self-contained breathing apparatus (SCBA) or other respiratory protection, as appropriate 	<ol style="list-style-type: none"> 1. Liquid splash protection must comply with NFPA 1992 standards. 2. Vapor-protective CPC and flash-fire vapor-protective CPC must comply with NFPA 1991. 3. Protective ensembles for first responders to WMD terrorism incidents must comply with NFPA 1994. 4. 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	<ol style="list-style-type: none"> 1. 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 2. Ability to interpret data collected from electronic devices and chemical testing procedures and select a response option 	
INCIDENT INTERVENTION CAPABILITIES PER TEAM*	<ol style="list-style-type: none"> 1. 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 2. Access to an assortment of hand tools 	Hand tools may include hammers, wrenches, pliers, screwdrivers, bung wrenches, shovels, wrecking bars, drum upenders, chisels, punches, and so on.

COMMUNICATIONS EQUIPMENT PER TEAM	1. 3-5 handheld two-way portable radios	
DECONTAMINATION CAPABILITIES PER TEAM	Ability to support all team decontamination needs	
DECONTAMINATION SUPPLIES PER TEAM	Range of supplies and equipment for conducting decontamination, commensurate with the mission assignment	