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PATRICK F GILL, AUDITOR AND RECORDER  
WOODBURY COUNTY IOWA

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THIRD AMENDMENT TO THE HAZMAT 28E AGREEMENT  
WITH REGION IV HAZARDOUS MATERIALS RESPONSE COMMISSION  
FOR HAZMAT SERVICES

**PREPARER INFORMATION:** Nicole DuBois, P.O. Box 447, Sioux City, Iowa 51102  
(712) 279-6325

**TAXPAYER INFORMATION:** N/A

**RETURN DOCUMENT TO:** City of Sioux City, Iowa, P.O. Box 447, Sioux City, Iowa 51102

**GRANTORS:** See Page 4

**GRANTEES:** See Page 4

**LEGAL DESCRIPTION:** N/A

STATE OF IOWA

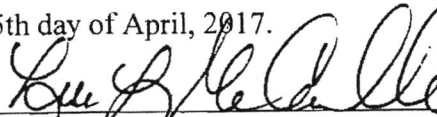
Woodbury County

CITY OF SIOUX CITY

Office of the City Clerk

I, Lisa L. McCardle, City Clerk of the City of Sioux City and City Clerk of the City Council thereof, and as such, having charge of and in my possession all the records and documents pertaining to said office now remaining therein, do hereby certify that it appears from such records that the foregoing is a true and correct copy of Resolution 2017-0393 adopted by the City Council of the City on the 24th day of April 2017 upon the call of ayes and nays thereof duly had and recorded.

Dated at Sioux City, Iowa this 25th day of April, 2017.



LISA L. MCCARDLE  
CITY CLERK



RESOLUTION NO. 2017 - 0393

with attachment

RESOLUTION APPROVING A THIRD AMENDMENT TO THE HAZMAT 28E AGREEMENT WITH REGION IV HAZARDOUS MATERIALS RESPONSE COMMISSION FOR HAZMAT SERVICES

WHEREAS, Sioux City and Region IV Hazardous Materials Response Commission entered into an Agreement for the Provision of Hazardous Materials Response Services on March 17, 1997, pursuant to Resolution No. 97/U-5249, (hereinafter referred to as "Agreement"), which Agreement was subsequently amended on January 22, 2001, pursuant to Resolution No. 2001-0051, and July 9, 2007, pursuant to Resolution No. 2007-0579; and


WHEREAS, the Parties desire to further amend said Hazmat 28E Agreement to extend the Agreement to June 30, 2027; increase per capita charges from eighty-five cents (\$.85) to ninety cents (\$.90) for two years, then ninety-five cents (\$.95) for two more years and then one dollar (\$1.00) in the fifth through tenth year; not charge response charges for orphan spill; direct bill responsible parties for spills and provide up to three (3) four (4) hour sessions per year for training and exercises; and

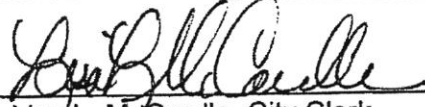
WHEREAS, there is attached hereto and by this reference made a part hereof, a Third Amendment to the Hazmat 28E Agreement, which Third Amendment to the Hazmat 28E Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the Third Amendment to the Hazmat 28E Agreement with Region IV Hazardous Materials Response Commission is hereby approved as to form and content and the Mayor and City Clerk be and they are hereby authorized and directed to execute said Third Amendment for and on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk be and she is hereby authorized and directed to file said Third Amendment with the Iowa Secretary of State and with the Woodbury County, Iowa, Auditor/Recorder.

PASSED AND APPROVED: April 24, 2017

  
Robert E. Scott, Mayor

ATTEST:   
Lisa L. McCardle, City Clerk

THIRD AMENDMENT TO THE AGREEMENT  
FOR THE PROVISION OF HAZARDOUS MATERIALS  
RESPONSE SERVICES BETWEEN THE CITY OF SIOUX CITY, IOWA  
AND REGION IV UNDER CHAPTER 28E, CODE OF IOWA

This Third Amendment to the Agreement for the Provision of Hazardous Materials Response Services is made and entered into on April 24<sup>th</sup>, 2017 by and between the City of Sioux City, Iowa, (hereinafter referred to as "City") and Region IV Hazardous Materials Response Commission, (hereinafter referred to as "Region IV").

**RECITALS**

WHEREAS, the City and Region IV entered into an Agreement for the Provision of Hazardous Materials Response Services on March 17, 1997, pursuant to Resolution No. 97/U-5249, (hereinafter referred to as "Agreement"), which Agreement was subsequently amended on January 22, 2001, pursuant to Resolution No. 2001-0051, and July 9, 2007, pursuant to Resolution No. 2007-0579; and

WHEREAS, the Parties desire to further amend said Agreement.

NOW, THEREFORE, IT IS AGREED that the Agreement is further amended as follows:

1. Paragraph 6, PAYMENT OR REIMBURSEMENT OF COSTS, subsection (a) is amended to read as follows:
  - (a) **Base Charge:** Region IV shall pay to the City an annual Base Charge which amount shall be due and payable in two equal amounts during the months of April and October of each fiscal year this agreement is in effect. The payments are delinquent after the 30th day of the month. The first payment under this amendment shall be due and payable in October, 2017. The Base Charge shall be determined by multiplying the population of the region according to the 2015 estimated census for Region IV by ninety cents (\$.90). This amount shall be the charge for HazMat services for fiscal years ending June 30, 2018 and June 30, 2019. Per capita charges for fiscal years ending June 30, 2020 and June 30, 2021 will be increased to ninety-five cents (\$.95). Per capita charges for fiscal year ending June 30, 2022 will increase to one dollar (\$1.00) and be based on the US Census Bureau statistics for 2020. This amount shall be charged for HazMat services for fiscal years ending June 30, 2023, June 30, 2024, June 30, 2025 and June 30, 2026. In the October 2026 and April 2027 billing for HazMat services, the per capita payments will be adjusted based on the estimated U.S. Census Bureau population data for 2025. This agreement shall remain in effect until June 30, 2027 unless modified by mutual agreement before that date.
  
2. Paragraph 6, PAYMENT OR REIMBURSEMENT OF COSTS, subsection (b) is amended to read as follows:
  - (b) **Response Costs:** In addition to payment of the Base Charge, each county in Region IV shall pay for response costs only in the event that no responsible party is found. In these cases of orphan spills, each county in

Region IV will be charged only for materials consumed in the response. Payment of the Response Costs shall be due and payable within thirty (30) days after receipt by the benefited county in Region IV of an invoice from the City.

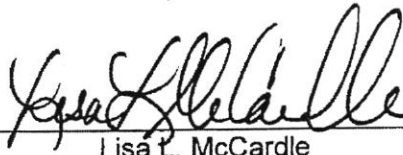
In cases of spills where a responsible party is identified, City will direct bill the responsible party based on the actual time spent in responding to each incident, and shall be determined by reference to the hourly charges for response services set forth in Exhibit "B" attached hereto and by this reference made a part hereof. Payment of the Response Costs shall be due and payable within thirty (30) days after receipt by the responsible party of an invoice from the City.

The City may adjust the schedule of hourly charge shown on Exhibit "B" at any time during this Agreement in order to reflect increased costs of employees and supplies.

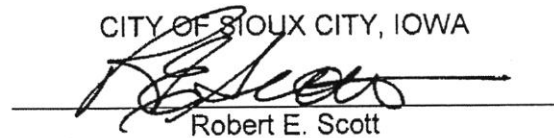
3. Paragraph 9, INSURANCE AND INDEMNIFICATION, subsection (a) as amended by the Second Amendment is further amended by replacing the Attachment "C" with a new Attachment "C", a copy of which is attached to this amendment.
4. Paragraph 11, EFFECTIVE PERIOD, is amended to read as follows:
  11. EFFECTIVE PERIOD: This Agreement, unless terminated as stated below, shall be in full force and effect for the period of time beginning with the date of execution of this Agreement and ending June 30, 2027. Either party may request a review of the terms and provisions of Paragraph 6 of this Agreement. Request for a review shall be in writing and include any requested language changes. If the parties are unable to agree on requested changes, this Agreement may be terminated by either party effective July 1, 2027.
5. Paragraph 17, TRAINING AND EXERCISES, is amended to read as follows:
  17. TRAINING AND EXERCISES: Sioux City Fire Rescue Regional HazMat Team will provide up to three (3) four (4) hour sessions to each county in Region IV per year, if requested. Said sessions could be in the nature of a refresher class, an exercise, or a demonstration of a decontamination line.
6. In all other respects, the Agreement shall remain in full force and effect. In the event of any conflicts between the Third Amendment and any prior amendments, this Third Amendment shall prevail.

Attest:

By:

  
Lisa L. McCardle  
City Clerk

By:

CITY OF SIOUX CITY, IOWA  
  
Robert E. Scott  
Mayor

Address:

City of Sioux City, Iowa  
P.O. Box 447  
Sioux City, Iowa 51102


Date:

04/24/17

Attest:

REGION IV HAZARDOUS MATERIAL  
RESPONSE COMMISSION

By: Sharon Burton

By: 

Sharon Burton  
[Print Name Here]

Craig Anderson  
[Print Name Here]

Title: Executive Assistant

Title: Region IV Commission Chair

SIMPCO Executive Assistant  
[Print Title Here]

Chair, Region IV Hazardous Materials  
Response Commission  
[Print Title Here]

Address: SIMPCO  
1122 Pierce Street  
Sioux City, Iowa 51105

Date: March 9, 2017



EXHIBIT "B"

**SCHEDULE OF REGIONAL RESPONSE CHARGES**

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The Initial Response Charges include 1 Hazmat Rig and 6 Technicians with one of the Technicians being the rank of Lieutenant or above. All charges set out below incur from the time and location of dispatch.

Payment of the response charges to the City of Sioux City is the responsibility of the Responsible Party. They will be due within 30 days of receipt of the billing.

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**Initial Response Charges (1 Hazmat Rig 6 Technicians)**

\$850 per hour for the first 3 hours for a total of \$2,550

Each additional hour will be at a rate of \$450 per hour.

Each additional quarter hour will be at the rate of \$112.50

**Charges For Additional Equipment And Personnel**

Additional Personnel	\$100.00 per man hour.
Each additional Fire Rig or Mobile Command	\$350 per hour (utilized) \$175 per hour (standby)
Assistant Chiefs Car or Mechanics Pickup	\$100 per hour
SCFD Air Trailer	\$100 per hour
Ambulance	Should be supplied by the area where the incident occurs. If this service is arrange for by the SCFD the response charges will be the current market prices of the EMS service responding.

**Mileage** of \$4.00 per mile for Hazmat Rigs, Fire Apparatus, and Mobile Command

**Mileage** of \$1.00 per mile for Cars or Pickups.

**Supplies** used during the response will be billed at the current market price plus a 15% restocking fee.

"Exhibit C"

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

**SCHEDULE OF COVERAGE - CAREER**

Policy Number: CFP-5516-0090E-1

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: SIOUX CITY FIRE DEPARTMENT HAZMAT  
(Name and Address) PO BOX 447  
SIOUX CITY, IA 51102

Policy Effective Date: 7/1/2016 Term: 1 Year

Policy Termination Date: 7/1/2017 Premium: \$13,183

This Schedule of Coverage provides only those benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by the word "none" are not provided under this policy.

**PART COVERAGE**

**I. Loss of Life Benefits**

**A. Accidental Death Benefits**

(1) Accidental Death Benefit Amount .....\$150,000  
(2) Seat Belt Benefit Amount .....\$37,500  
(3) Safety Vest Benefit Amount.....\$37,500  
(4) Military Death Benefit Amount .....\$15,000

B. Illness/Loss of Life Benefit Amount .....\$150,000

C. Dependent Child and Education Benefit Amount .....\$30,000

D. Spousal Support and Education Benefit Amount .....\$15,000

E. Memorial Benefit Amount.....\$5,000

F. Dependent Elder Benefit Amount .....\$5,000

G. Repatriation Benefit Amount .....\$2,500

**II. Lump Sum Living Benefits**

A. Accidental Dismemberment and Paralysis Benefit Principal Sum .....\$150,000

B. Vision Impairment Benefit Principal Sum .....\$150,000

C. Injury Permanent Impairment Benefit Principal Sum .....\$150,000

D. Heart Permanent Impairment Benefit Principal Sum .....\$150,000

E. Illness Permanent Impairment Benefit Principal Sum .....\$150,000

F. Cosmetic Disfigurement Resulting From Burns Benefit Principal Sum .....\$150,000

G. HIV Positive Lump Sum Living Benefit Principal Sum .....\$150,000



- III. **Weekly Income Benefits**
  - A. **Total Disability Benefits**
    - (1) Total Disability Weekly Amount (first 28 days) .....\$300
    - (2) Total Disability Maximum Weekly Amount (after 28 days).....\$900
    - (3) Total Disability Minimum Weekly Amount.....\$75
  - B. **Partial Disability Benefits**
    - (1) Partial Disability Weekly Amount (first 28 days).....\$150
    - (2) Partial Disability Maximum Weekly Amount (after 28 days).....\$450
    - (3) Partial Disability Minimum Weekly Amount .....\$38
  - C. **Disability Benefits General**
- IV. **Occupational Retraining Benefit Maximum Amount .....\$20,000**
- V. **Medical Expense Benefits**
  - A. **Medical Expense Benefit Maximum Amount.....\$50,000**
    - Medical Expense Benefit Options:
    - (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits .....
    - (2) Primary Medical Expense Benefit.....
  - B. **Cosmetic Plastic Surgery Maximum Amount.....\$25,000**
  - C. **Post-Traumatic Stress Disorder Maximum Amount.....\$25,000**
  - D. **Critical Incident Stress Management Maximum Amount .....\$25,000**
  - E. **Family Expense Benefit Amount (per day).....\$100**
  - F. **Family Bereavement and Trauma Counseling Benefit Amount (per person).....\$1,000**
- VI. **Felonious Assault Benefit Amount.....\$75,000**
- VII. **Home Alteration and Vehicle Modification Benefit Maximum Amount .....\$50,000**
- VIII. **Optional Benefits**
  - A. **Weekly Hospital Benefit Amount.....NONE**
  - B. **First Week Total Disability Benefit Amount.....NONE**
  - C. **Coordinated 28 Day Total Disability Benefit Amount.....NONE**
  - D. **24-Hour Accident Benefit Amount.....NONE**
  - E. **Off-Duty Accident Benefit Amount.....NONE**

**SCHEDULE OF FORMS AND RIDERS**

**POLICY FORMS ATTACHED AT ISSUANCE:**

V50001NUFIC  
V50005NUFIC  
V50006NUFIC  
89644 (06/13)

Schedule of Coverage - Career  
Blanket Accident and Sickness Insurance Policy - Career Members  
Policy Amendment Rider  
Economic Sanctions Endorsement

V50001NUFIC

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VFIS